

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
January 3, 2018**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #584

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
 - A. District Highlights
 - B. Pleasant Valley Co-op Preschool
 - C. Freedom Park Arena
- 6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Meeting of December 7, 2017**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before December 21, 2017.
 - C. Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for November 30, 2017.

D. Ordinance No. 8, Governing the Use of Parks, Recreation Areas and Facilities

Approval constitutes adoption of amended Ordinance No. 8, *Governing the Use of Parks, Recreation Areas and Facilities* and waiver of reading of the Ordinance.

8. NEW ITEMS-DISCUSSION/ACTION

A. Consideration and Approval of a Professional Service Agreement with Jordan, Gilbert & Bain Landscape Architects Inc. for Revised Drawings for Construction Plan Documents for Two Additional Baseball Fields at Freedom

Approval allows for working drawings to be prepared from the revised layout.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into a professional services agreement between the District and Jordan, Gilbert & Bain Landscape Architects, Inc. for the revised drawings for construction plan documents for two additional baseball fields at Freedom Park.

B. Consideration and Approval of a Professional Services Agreement with Delane Engineering, Inc for the Design and Construction Plans for Springville Dog Park

Approval of this agreement shall provide the District with construction plans for a retaining wall to address the slope on the northside of the park

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into a professional services agreement between the District and Delane Engineering for the design and construction plan documents for the Springville Dog Park hillside.

C. Update on Proposed Conversion of Tennis Courts to Pickleball Courts at Bob Kildee Park

Staff was directed to further research options concerning pickleball courts.

Suggested Action: Provide direction on converting two tennis courts into four pickleball courts at Bob Kildee Park.

D. Maturity of the 2017 One Year and the 2016 Two Year Certificates of Deposit (CD)

Staff has provided options for the CD's which mature in February 2018.

Suggested Actions: Provide staff direction for the 2016 and 2017 certificate of deposits (CD) with a maturity date of February 9, 2018 (for the 2016 CD) and February 17, 2018 (for the 2017 CD).

E. Consideration and Approval of Auditorium Restroom Remodel

Consistent use of the auditorium has shown a need for a renovation of the dated facilities.

Suggested Actions: A MOTION to Approve and authorize the General Manager to direct staff to move forward with the auditorium restroom remodel with a budget amount not to exceed \$65,000.

F. Consideration and Adoption of Resolution No. 582 Amending Board Bylaws and Rules of Procedure

Board bylaws and rules of procedures are periodically reviewed for orderly and efficient operation of Board business.

Suggested Actions: A MOTION to Adopt Resolution No. 582 amending the Board Bylaws and Rules of Procedure for the conduct of Board business.

G. Consideration and Adoption of Resolution No. 583 Amending District Setting Compensation, Reimbursement of Board Member Expenses, Providing for Ethics Training and Related Matters

Policies and procedures are reviewed periodically regarding Board matters.

Suggested Actions: A MOTION to Adopt Resolution No. 583 amending Board compensation, reimbursement, providing for ethics training and related matters.

H. Board Committee Assignments for 2018

Chair will provide a list of Board committee assignments.

I. Consideration to Conduct the Annual Board Goal Setting Meeting

A discussion of dates for Board Goal Workshop for 2018.

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

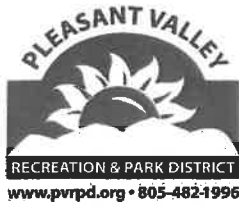
- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Personnel, Finance, and Liaison and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report

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

11. ADJOURNMENT

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

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



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

Date: January 3, 2018

One representative from your organization must attend the following PVRPD Board Meeting on:

Wednesday, January 3, 2018 City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Shannan Roberson	853 E La Loma Ave, Somis, CA 93066		805-479-9805
Vice Preside	Courtney Snell	3356 Dusk Drive Camarillo, CA 93012		805-827-5587
Secretary	Megan Destito	474 Park Cottage Place Camarillo, CA 93012		805-766-6897
Treasurer	Shari Barden	917 Paseo Brisas Lindas Oxnard, CA 93030		805-302-5407

Number of participants last year: 57
 Projected number of participants upcoming year: 52

Changes Organization has made from previous year:
a)annual spraying for ants and spiders b) Nature Art Area- created an incorporating curriculum into outdoor area d)conitnue with teacher evaluations e)continue with goal setting processes e) Installed a film protection to all v f)continue with philanthropic work with St Jude's, Trick or Treat for UNICEF and local charity to foster children Toy Drive Chi Auxillary g)continue to do earthquake and fire drills h)teachers renewed their CPR certifications i)continued teacher training conferences and workshops j)mud pit and mud kitchen in the outdoor space k)new privacy "screen" on the back fen k)new public FB page to expand our marketing for new membership l)hired a professional bookkeeper to keep track of finan and taxes. m) Made contact with a neighboring farm regarding spraying schedules. Our director, Annie Barker, was able get the owner to agree to conduct aerial spraying outside of school hours n)added new play structures in the back yard mad eco-friendly wood

Comments for the PVRPD Board of Directors: Since 1968, P.V. Coop is a non-profit organization that has provided an educational environment for Camarillo's children. Our school serves families that are seeking high participation in their child's preschool years while keeping tuition cost low. With the guidance of our knowledgeable teachers and parents, we collectively use our talents and skills to provide meaningful experiences in our classrooms. We thank you for the use of your facility and appreciate the support and relationship with PVRPD.

Primary Facility (ies) Used? Liberty and Independence Buildings by Freedom Park
 What Time are Board Meetings Held? Third Monday of each month, 6:30p.m.
 Where are Board Meetings Held? Restaurant or private home
 When are new Board Members Elected? First week in May
 When are new Board Members Installed? First week in June

Pleasant Valley Recreation and Park District Liaison: Jane Raab, Acting Recreation Services Manager

Please attach a copy of your By-Laws to this form.

Please Complete and Return the Annual Update and Financial Statement by Monday, November 6, 2017 to:

Jane Raab
 1605 E. Burnley Street, Camarillo, CA 93010
 Phone: 482-4881
 Fax: 805-482-3468

Form Completed by (pi Shannan Roberson Date 25-Oct-17
 Sign: _____

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

NAME OF ORGANIZATION		Pleasant Valley Cooperative Preschool	
Last Year's Financial Statement		Proposed Budget	
7/1/16 - 6/30/17		7/1/2017 - 6/30/18	
Date:	6/30/2017	From:	7/1/2017 - 6/30/18
Beginning Balance:	8,114.98	Beginning Balance:	13,810.59
Revenue:		Revenue:	
Registration:	5,700.00	Registration:	5,700.00
Donations:	10,900.00	Donations:	\$
Fundraisers:	10,645.96	Fundraisers:	10,000.00
Tuition:	87,998.87	Tuition:	84,840.00
Interest:		Interest:	
Dues:	2,625.00	Dues:	2,745.00
Miscellaneous Income:	315.00	Miscellaneous Income:	0.00
Total Revenue	118,184.83	Total Revenue	103,285.00
Expenses:		Expenses:	
Admin Expense		Admin Expense	\$
Advertising	215.54	Advertising/good will	400.00
Awards	\$	Awards	\$
Capital Exp (BY swing, NA)	10,043.49	Equipment	\$
Building Maintenance	2,204.00	Building Maintenance	1,000.00
Property Maintenance		Property Maintenance	
Insurance	4,714.90	Insurance	4,760.00
Internet (online registration)	\$	Internet (online registration)	\$
Licensing/Membership	305.00	Licensing/Membership	305.00
Miscellaneous	4,735.13	Miscellaneous	4,211.00
Paid Staff	72,535.88	Paid Staff	78,521.00
Professional Services	5,819.41	Professional Services	6,734.00
Refunds		Refunds	\$
Rentals	\$	Rentals	\$
School District		School District	\$
PVRPD Rent	6,000.00	PVRPD Rent	6,000.00
Supplies	5,178.99	Supplies	5,525.00
Utilities	1,273.45	Utilities	1,400.00
Other: Events	1,471.07	Other: Events	1,375.00
Contingency/taxes	297.93	Contingency	
Uncleared Transactions	-2,305.57		
Total Expense:	\$ 112,489.22	Total Expense:	\$ 110,231.00
Ending Balance:	\$ 13,810.59	Ending Balance:	\$ 6,864.59
<i>List Savings/CDs/Investments here:</i>		<i>List Savings/CDs/Investments here:</i>	
Savings Account	21,716.03	Savings Account	21,716.03
CD Account __12__month	20,483.70	CD Account __12__month	20,483.70
CD Account __month	\$	CD Account __month	\$
Investment Account	\$	Investment Account	\$
Other Account		Other Account	
Total Other Accounts	42,199.73	Total Other Accounts	42,199.73
Checking + Other	56,010.32	Checking + Other	49,064.32



PLEASANT VALLEY RECREATION AND PARK DISTRICT

**Contract Operator
ANNUAL UPDATE**

Group: Freedom Park Arena

Date: 12/10/17

One representative from your organization must attend the following PVRPD Board Meeting on:

Wednesday, January 3, 2018 at 6pm in the City of Camarillo Council Chambers

OFFICERS	NAME	ADDRESS	CELL PHONE
Operator	Patricia Rogozinski	1327 Calle Violeta, Thousand Oaks, CA 91360	805-660-0462

Number of participants last year: 68
 Projected number of participants upcoming year: 75

Changes Organization has made from previous year: Freedom Park Arena became a non-profit in 2017.
Freedom Park Arena is proposing to do a new program in the spring known as Tron Hockey, which is an open play style of hockey played at night in black lights and and a kind of Lazer Tag suit style of play.

Comments for the PVRPD Board of Directors: With the rains in December 2016 through February 2017 we lost over 3 months of programming. With the fires in December, the fall 2017 league was not completed.

Primary Facility (ies) Used? Camarillo Roller Hockey Rink at 275 Freedom Park Dr.

What Time are Board Meetings Held? _____
 Where are Board Meetings Held? _____
 When are new Board Members Elected? _____
 When are new Board Members Installed? _____

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

Please attach a copy of your By-Laws to this form.

Please Complete and Return the Annual Update and Financial Statement by December 1, 2017 to:

Lanny Binney
 1605 E. Burnley Street, Camarillo, CA 93010
 Phone: 482-1996 x 108
 Fax: 805-482-3468

Form Completed by (print): Patricia Rogozinski Date 12/10/2017
 Sign: Patricia Rogozinski

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

NAME OF ORGANIZATION Camarillo Roller Hockey

Last Year's Financial Statement

Proposed Budget

Date: 10/01/2016-9/30/2017

From: 10/01/2017-9/30/2018

Beginning Balance:	\$	-
<i>(Include all accounts, i.e. savings and CDs)</i>		
Revenue:		
Registration:	\$	11,120.00
Tournaments/Events:	\$	500.00
Fundraisers:	\$	2,600.00
Snack Bar:	\$	-
Interest:	\$	-
Dues:	\$	-
Kids Clinic:	\$	1,440.00
Total Revenue	\$	15,660.00

Beginning Balance:	\$	(263)
<i>(Include all accounts, i.e. savings and CDs)</i>		
Revenue:		
Registration:	\$	25,000
Tournaments:	\$	6,000
Fundraisers:	\$	5,000
Snack Bar:	\$	2,000
Interest:	\$	-
Dues:	\$	-
Skate Clinics:	\$	5,800
Total Revenue	\$	43,800

Expenses:

Expenses:

Admin Expense	\$	-
Advertising	\$	401.00
Awards	\$	498.00
Equipment	\$	544.00
Facility Maint.	\$	228.00
Insurance	\$	940.00
Internet (online registration)	\$	450.00
Licensing/Membership	\$	-
Office Maintenance	\$	-
Miscellaneous	\$	-
Paid Staff	\$	-
Professional Services (refs)	\$	2,650.00
Refunds	\$	175.00
Rentals	\$	-
Park District Rent	\$	9,400.00
Resale	\$	-
Supplies	\$	637.00
Event Entries	\$	-
Uniforms	\$	-
Contingency	\$	-
Total Expense:	\$	15,923.00

Admin Expense	\$	200
Advertising	\$	5,000
Awards	\$	1,600
Equipment	\$	2,000
Facility Maint.	\$	500
Insurance	\$	1,000
Internet (online registration)	\$	200
Licensing/Membership	\$	-
Office Maintenance	\$	300
Miscellaneous	\$	1,000
Paid Staff	\$	18,000
Professional Services (refs)	\$	3,000
Refunds	\$	-
Rentals	\$	-
Park District Rent	\$	10,400
Resale	\$	-
Supplies	\$	500
Event Entries	\$	-
Uniforms	\$	-
Contingency	\$	1,000
Total Expense:	\$	44,700

Ending Balance: \$ **(263.00)**

Ending Balance: \$ **-1,163**

List Savings/CDs/Investments here:

Savings Account	\$	-
CD Account ____ month	\$	
CD Account ____ month	\$	
Investment Account	\$	
Other Account	\$	
Total Other Accounts	\$	
Checking + Other	\$	-

List Savings/CDs/Investments here:

Savings Account	\$	-
CD Account ____ month	\$	
CD Account ____ month	\$	
Investment Account	\$	
Other Account	\$	
Total Other Accounts	\$	
Checking + Other	\$	-

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
December 7, 2017**

1. CALL TO ORDER

Call to Order

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

2. PLEDGE OF ALLEGIANCE

Bob Cerasuolo led the pledge.

3. ROLL CALL

Roll Call

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Interim Recreation Services Manager Jane Raab, Administrative Analyst Megan Hamlin, Customer Service Lead and Recording Board Secretary Karen Roberts, Park Supervisors Nick Marienthal and Matthew Parker, Recreation Supervisor Lanny Binney, Denise Cleric, Cheryl Peterson, Katlyn Simber-Clickener, Jeffrey Hensen, Kathryn Drewry, Connor Soudani, Cheryl Marks, Deb Faneros, Art Roberts, Richard Frank, and Bob Thren.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve Agenda**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

5. PRESENTATIONS

A. District Highlights

Park Supervisor Nick Marienthal presented the highlights of the November and December District activities, programs, and special events. The Senior Center had a Thanksgiving pot-luck dinner provided by Journey the Church in November and has a Tech Fair coming up on December 28. The Aquatic Center will be closed on December 25, 26 and January 1. Breakfast with Santa was well attended on December 2 at the Community Center. The parks highlighted this month were Arneill Ranch Park, Nancy Bush Park and Heritage Park. Arneill Ranch is a 5-acre park with a quarter mile track and fitness equipment stations. Nancy Bush has a nice barbeque area, a playground and lots of shade trees. Heritage is a 9-acre park with play equipment.

General Manager Mary Otten announced that the annual Christmas Parade was cancelled for this year due to a number of factors which concerned the safety and well-being of

participants due to the recent and numerous fires. The Board gave serious thought before the decision to cancel the parade and Santa's Village.

B. Full Time District Employee Recognition

Interim Recreation Services Manager Jane Raab presented Recreation Supervisor Lanny Binney with the full time District employee recognition award.

C. Friends of the Camarillo Dog Parks

Cheryl Marks and Deb Faneros, president and treasurer of FCDP gave a presentation of the group's past year. Some of the highlights were the rattlesnake aversion training classes, Howl-o-ween, and an Ice Cream Social with Mr. Softee. FCDP raised \$4200 this year.

6. PUBLIC COMMENT

None.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting November 2, 2017
- B. Warrants, Accounts Payable & Payroll thru November 22, 2017
- C. Financial Report
- D. Consideration and Approval of Updated Recreation I/II Job Description
- E. Consideration and Adoption of Resolution No. 580 Requesting a Loan from the Capital Account to the General Fund Account
- F. Adoption of Resolution No. 581 Amending the Conflict of Interest Code

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Consent Agenda**

Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Part Time Salary Schedule

Human Resources Specialist Kathryn Drewry presented a request to review the proposed minimum wage changes and approve the updated part time salary schedule. Discussion included that fiscal impact of \$2560 for this next year due to the positions impacted by the new California law regarding minimum wage increase.

Chairman Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Magner to approve the 2018 part time salary schedule based on minimum wage increases.

Voting was as follows:

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

Noes:

Absent:

**Motion to
Approve PT
Salary Change**

Motion: Carried

Carried

B. Consideration and Approval of Request for Proposal and Specifications for Landscape Maintenance Services Excluding Pleasant Valley Fields

Park Supervisor Nick Marienthal presented bid specifications for landscape maintenance services. The current contract with Quality Landscape Care is set to expire February 2, 2018. Discussion included increased costs due to prevailing wages and equipment costs, irrigation check responsibilities, possible negotiations with Quality Landscape or the ability to go out for an RFP, and the ability to cut costs with varying service and maintenance level standards.

Chairman Dixon called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the bid specifications for landscape maintenance services excluding Pleasant Valley Fields.

**Motion to
Approve Bid
Specs for
Landscape
Services**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of Request for Proposal and Specifications for Landscape Maintenance Services for the Pleasant Valley Fields Sports Complex

Park Supervisor Matthew Parker presented a comparison of the current landscape maintenance service contract with the new contract requirement for the 55-acre multi-sports complex – Pleasant Valley Fields. There is a need to increase the turf aeration and fertilization per year and to include restroom cleaning and softball field set-up. There would be a possible increase of 8-12% in costs due to wage changes, the economic climate, and changes within the proposed bid specifications. Discussion included actively working on improving the soil structure and quality, issues with scheduling and water main line breaks, personnel that is consistently familiar with the needs of the turf, performance of the current contractors – Quality Landscape Care, dedicated lawn machines and the cleanliness of loaner machines, the grading of the field and the need for cost effective water maintenance, coming off of a 4% price negotiation drop, state law and prevailing wage impact and the need for justification of bid numbers.

Chairman Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to approve the request for proposal specifications for the landscape maintenance services for the Pleasant Valley Fields Sports Complex.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Landscape
Services at PV
Fields**

Carried

D. Consideration and Approval to Reject All Bids for Maintenance Yard Driveway

Park Services Manager Bob Cerasuolo presented a proposal for the Board to reject all previously submitted bids which were over budget for the maintenance yard driveway. Discussion included the need to have the repairs completed, possibly including the proposal with other cement work needed in the near future, the fluctuating cost of cement, the high bids, the scope of the work that needs to be done and the concern that costs could be higher in the spring if the work is not completed soon.

Chairman Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Kelley to approve the rejection of all bids received for the maintenance yard driveway.

Voting was as follows:

Ayes: Malloy, Kelley, Magner, Chairman Dixon

Noes: Mishler

Absent:

Motion: Carried

**Motion to
Approve Bid
Rejection for
Yard Drive**

Carried

E. Board Reorganization (Officer Election)

Chairman Dixon opened the floor for nominations for the 2018 Board Officers.

A motion was made by Director Magner and seconded by Director Kelley to nominate Director Malloy for the position of Board Chair.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Director Malloy
Elected as 2018
Board Chair**

Carried

A motion was made by Director Magner and seconded by Director Mishler to nominate Director Kelley for the position of Vice-Chair.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Director Kelley
Elected as 2018
Vice-Chair**

Carried

A motion was made by Director Malloy and seconded by Director Kelley to nominate Director Magner for the position of Board Secretary.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Director Magner
Elected as 2018
Secretary**

Carried

F. Recognize Board Chair and Members

General Manager Mary Otten presented outgoing Chairman Dixon with a gavel and thanked him for his time and dedication this past year. One of the major accomplishments Dr. Dixon has assisted with this past year has been the inauguration of the District's Facility Needs Assessment. Dr. Dixon stated that the past year as board chair was a very interesting and informative year and he thanked staff, his fellow board members and the community.

10. INFORMATIONAL ITEMS

- A. Chairman Dixon –Chairman Dixon referred to those who have been affected by the recent fires and encouraged people to make contributions to the Red Cross, United Way or the Salvation Army.
- B. Ventura County Special District Association/California Special District Association- Director Magner reported that last night's meeting was cancelled due to the fires. November was busy with CSDA and Director Magner travelled to Sacramento twice. They have over 70 pages of legislative proposals to cover for next year and prevailing wages will be one of the items. Director Mishler stated that the next VCSDA meeting will be held on February 5 at Sterling Hills in Camarillo.
- C. Santa Monica Mountains Conservancy – Director Mishler reported that the next meeting will be on December 11.
- D. Standing Committees – Liaison – Director Magner reported that the next meeting will be on December 20 at 8:30am. Personnel – Director Magner stated they covered the minimum wage increase which was voted on at the board meeting. Finance – Director Malloy reported that the District will be receiving the revenue from the December property tax payments. The District is on track at this time, but the unfunded liability payment shows a small variance. Policy – Chairman Dixon stated that the committee met and reviewed Ordinance No. 8, the General Use Policy and the Community Service Group agreements.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that Administrative Analyst Megan Hamlin is working with ongoing fundraising.
- F. General Manager's Report – General Manager Otten provided an update regarding the Needs Assessment: over 300 statistically valid surveys were received and over 600 open link surveys have been completed or partially completed. The District will keep taking surveys until about December 11. Initial findings and comments are on the lack of space and the type of space such as a gymnasium, outdoor recreation areas and place for life-long learning and social activities. Greenplay came out to look at facilities and the old Camarillo courthouse on Ventura Blvd. for possible site plans. Ms. Otten reported that the initial tree inventory with WCA of the District

parks showed about 19 dead trees and about 26 that are diseased and need attention. Under capital projects, the administrative building roof is almost complete, a water heater has been ordered for the Aquatic Center, and upcoming are the trees at Charter Oak, pickleball and tennis court discussions and soundwall pricing. At the Mission Oaks off-leash dog park, a back-up is needed since the water fountain is tied in with the Las Colinas School's new water pumps. The Christmas Parade and Santa's Village will not be held this year due to many factors.

11. ORAL COMMUNICATIONS

Directors Mishler, Magner, Kelley and Malloy thanked staff and congratulated Chairman Dixon on his year as chairman. Director Magner reminded everyone that December 7 would be a good time to thank all of those who have served in the military. Director Kelley stated that canceling the Christmas Parade was a difficult decision. He asked that people think of those who have lost their homes due to the fires and help out where they can. Director Malloy congratulated Lisa and Tim Rule, the publishers of The Acorn newspapers who were named as the California Press Foundation's Newspaper Executives of the Year. Mr. Malloy mentioned the fires and that the Senior Center is a potential evacuation disaster site. Chairman Dixon again thanked the board members and staff and stated that the group is exceptional in its commitment of caring about the community.

12. ADJOURNMENT

Chairman Dixon adjourned the meeting at 8:05 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Mark Malloy
Chairman**

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

TO: BOARD OF DIRECTORS

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

DATE: January 3, 2018

SUBJECT: FINANCE REPORT NOVEMBER 2017

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for November 30, 2017 for Fund 10 and Fund 20.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH NOVEMBER 30, 2017

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2017 through November 30, 2017 with a year-to-date comparison for the period of July 1, 2016 through November 30, 2016. The percentage rate used for the 2017-2018 fiscal year budget is 42% for Period 5 of the fiscal year.

REVENUES

Total revenue for the 5th month ending November 30, 2017 for Fund 10 (General Fund) has an overall decrease of \$3,017,731 in comparison to fiscal year 2016-2017. Most of the decrease is due to the following items: 1) Park Dedication Fee (\$3,123,562) [if Park Dedication Fees from fiscal year 2016-2017 are not factored in, fiscal year 2017-2018 revenue has an increase of \$105,832]; 2) Current Year Unsecured (\$85,570) and 3) Rental (\$30,074) having an increase over the same period as last year. These variances are due to the timing of the revenue being received by the District along with field rentals being up compared to last fiscal year.

Total revenue for the 5th month ending November 30, 2017 for Fund 20 (Assessment District) is at 0.26% of budget. The first installment of tax apportionment for fiscal year 2017-2018 will arrive after December 20, 2017 (last year the District received the tax apportionment on December 23, 2016). At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then the finance reports will reflect minimal activity in the revenue section of the report.

EXPENDITURES

Personnel Expenditures have increased by \$355,906 for FY 2017-2018 in comparison to personnel expense for the same time last year. This increase will be a constant for the first few months of the fiscal year as the District paid the CalPERS Unfunded Liability in full for fiscal year 2017-2018. In comparing the prior fiscal year with the current fiscal year, the variances are in CalPERS

Unfunded Liability (\$148,241). The remaining variance (\$207,665) includes the expense of an extra pay period in October along with part-time positions being filled in comparison to the positions being vacant last fiscal year and the minimum wage increase. The extra pay period should catch up with itself in December, as December 2017 had three pay periods in it.

Service and Supply Expenditures have increased \$159,049 in comparison to the same period as last year. This increase is primarily due to the following items: 1) COP Debt Service Payment PV Fields (\$82,136) 2) Business Services (\$15,366) and 3) various other expense line items. The Debt Service payment increase is due to moving a portion of the 2017 COP payment to the General Fund, as this expense has been paid out of the Assessment District fund in prior years; this variance will be a constant through most of the fiscal year. Business Service is increased due to the Springbrook payments which are due in July of every year along with the LAFCO payment. As the fiscal year progresses, the Percentage Used will catch up with the Percentage of Budget Used column on the finance report and the variance will not be as large.

Fund 20 is at 34.19% in Personnel and 19.27% in Service and Supplies. The Assessment District is staying within budget in all categories.

The Capital projects are underway and currently the District is at 36.5% of budget on capital projects.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 5.3% and Fund 20 by 20.9%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for November 30, 2017 for Fund 10 and Fund 20.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of November 30, 2017 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of November 30, 2017 Fund 20
(1 page)

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
November 2017 42%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110	\$ -	\$ -	\$ -	\$ 6,126,646.00	\$ 6,126,646.00	0.00%
Tax Apport Cur Year Unsec	5120	\$ 85,570.17	\$ -	\$ 85,570.17	\$ -	\$ 85,570.17	0.00%
Tax Apport Prior Year Sec	5130	\$ -	\$ 43,613.97	\$ 17,454.54	\$ -	\$ 17,454.54	0.00%
Tax Deeded Sales	5150	\$ -	\$ -	\$ 26.30	\$ -	\$ 26.30	0.00%
Cur Supplemental Pass Thru	5210	\$ -	\$ 17,287.89	\$ -	\$ -	\$ -	0.00%
HOPTR Prior Year	5231	\$ -	\$ -	\$ 15,982.52	\$ -	\$ 15,982.52	0.00%
Interest Earnings	5310	\$ -	\$ 9,538.27	\$ 1,589.19	\$ 18,690.00	\$ 17,100.81	8.50%
MBS Interest Earnings	5320	\$ -	\$ 8,431.16	\$ 7,326.48	\$ -	\$ 7,326.48	0.00%
Park Dedication Fees	5400	\$ -	\$ 3,123,562.00	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ -	\$ 1,211.72	\$ 629.66	\$ 3,025.00	\$ 2,395.34	20.82%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract Classes Public Fees	5510	\$ 11,846.51	\$ 217,052.41	\$ 100,522.13	\$ 235,111.00	\$ 134,588.87	42.76%
Public Fees	5511	\$ 13,194.25	\$ -	\$ 135,372.06	\$ 413,610.00	\$ 278,237.94	32.73%
Swim Pass	5513-5529	\$ 2,101.88	\$ 23,081.27	\$ 22,725.13	\$ 65,445.00	\$ 42,719.87	36.85%
Rental	5530	\$ 35,102.18	\$ 135,837.15	\$ 165,910.66	\$ 347,727.00	\$ 181,816.34	47.71%
Cell Tower Revenue	5535	\$ 2,735.77	\$ 27,428.68	\$ 34,371.62	\$ 82,272.00	\$ 47,900.38	41.78%
Annual Passes	5536	\$ 682.00	\$ 612.00	\$ 3,689.25	\$ -	\$ 3,689.25	0.00%
Parking Fees	5540	\$ 469.36	\$ 7,845.79	\$ 8,954.04	\$ 12,024.00	\$ 3,069.96	74.47%
Dues	5550	\$ 146.00	\$ 563.00	\$ 608.00	\$ 2,208.00	\$ 1,600.00	27.54%
Activity Guide Revenue	5555	\$ 2,500.00	\$ 4,390.00	\$ 5,890.00	\$ 8,800.00	\$ 2,910.00	66.93%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,703.98	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ 1,416.00	\$ 81,823.00	\$ 80,392.50	\$ 80,620.00	\$ 227.50	99.72%
Grant HCF	5573	\$ -	\$ 19.00	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ 3,818.34	\$ 30,528.23	\$ 31,551.87	\$ 53,133.00	\$ 21,581.13	59.38%
Cash Over/Under	5580	\$ -	\$ 25.00	\$ 65.00	\$ -	\$ 65.00	0.00%
Incentive Income	5585	\$ 21.70	\$ 1,175.06	\$ 634.06	\$ 3,340.00	\$ 2,705.94	18.98%
Reimbursement ROPS	5600	\$ -	\$ 114,200.16	\$ 108,346.56	\$ 90,000.00	\$ 18,346.56	120.39%
Reimb Needs Assessment	5605	\$ -	\$ -	\$ 4,587.50	\$ -	\$ 4,587.50	0.00%
Revenue		\$ 159,604.16	\$ 3,849,929.74	\$ 832,199.24	\$ 7,542,751.00	\$ 7,016,648.40	11.03%
YTD Comparison				\$ (3,017,730.50)			
Personnel							
Full Time Salaries	6100	\$ 150,336.23	\$ 770,686.21	\$ 873,747.24	\$ 2,235,781.00	\$ 1,362,033.76	39.08%
Overtime Salaries	6101	\$ 896.84	\$ 5,087.23	\$ 4,822.49	\$ 32,225.00	\$ 27,402.51	14.97%
Car Allowance	6105	\$ 900.00	\$ 3,064.67	\$ 4,500.00	\$ 10,800.00	\$ 6,300.00	41.67%
Cell Phone Allowance	6108	\$ 1,462.50	\$ 5,216.40	\$ 7,312.50	\$ 17,550.00	\$ 10,237.50	41.67%
PartTime Salaries	6110	\$ 38,710.30	\$ 222,653.26	\$ 273,961.06	\$ 707,997.00	\$ 434,035.94	38.70%
Retirement	6120	\$ 25,540.25	\$ 128,609.09	\$ 143,191.45	\$ 399,353.00	\$ 256,161.55	35.86%
457 Pension	6121	\$ -	\$ 6,500.74	\$ 6,500.74	\$ 7,945.00	\$ 1,444.26	81.82%
Employee Insurance	6130	\$ 8,898.52	\$ 77,725.12	\$ 84,722.40	\$ 330,067.00	\$ 245,344.60	25.67%
Workers Compensation	6140	\$ 10,831.50	\$ 47,615.58	\$ 60,305.53	\$ 145,957.00	\$ 85,651.47	41.32%
Unemployment Insurance	6150	\$ -	\$ 3,322.89	\$ -	\$ 9,000.00	\$ 9,000.00	0.00%
Loan Pension Obligation	6160	\$ -	\$ 7,928.41	\$ 27,011.50	\$ 238,043.00	\$ 211,031.50	11.35%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 84,103.30	\$ 232,344.00	\$ 245,195.00	\$ 12,851.00	94.76%
Personnel		\$ 237,576.14	\$ 1,362,512.90	\$ 1,718,418.91	\$ 4,384,913.00	\$ 2,666,494.09	39.19%
YTD Comparison				\$ 355,906.01			
Service and Supplies							
Telephone	6210	\$ 962.43	\$ 4,776.84	\$ 4,370.26	\$ 11,556.00	\$ 7,185.74	37.82%
Internet Services	6220	\$ 2,337.56	\$ 2,204.98	\$ 9,124.98	\$ 33,882.00	\$ 24,757.02	26.93%
Pool Chemicals	6310	\$ 1,058.56	\$ 2,362.92	\$ 2,978.87	\$ 12,000.00	\$ 9,021.13	24.82%
Janitorial Supplies	6320	\$ 5,259.97	\$ 23,582.80	\$ 21,601.47	\$ 48,325.00	\$ 26,723.53	44.70%
Kitchen Supplies	6330	\$ 224.85	\$ 198.16	\$ 348.02	\$ 1,510.00	\$ 1,161.98	23.05%
Food Supplies	6340	\$ 1,104.72	\$ 2,274.82	\$ 2,206.02	\$ 8,811.00	\$ 6,604.98	25.04%
Water Maint & Service	6350	\$ 36.75	\$ 455.65	\$ 280.05	\$ 1,380.00	\$ 1,099.95	20.29%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 680.00	\$ 680.00	0.00%
Insurance Liability	6410	\$ -	\$ 43,960.50	\$ 48,579.00	\$ 125,434.00	\$ 76,855.00	38.73%
Fuel	6510	\$ 3,890.03	\$ 13,858.48	\$ 13,257.44	\$ 41,000.00	\$ 27,742.56	32.34%
Vehicle Maintenance	6520	\$ 2,953.00	\$ 13,688.16	\$ 14,685.88	\$ 34,200.00	\$ 19,514.12	42.94%
Office Equipment Maintenance	6530	\$ 569.66	\$ -	\$ 1,257.85	\$ 900.00	\$ 357.85	139.76%
Computer Equip Maintenance	6540	\$ -	\$ -	\$ 75.06	\$ 2,800.00	\$ 2,724.94	2.68%
Building Repair	6610	\$ 6,819.24	\$ 19,395.12	\$ 18,685.06	\$ 78,315.00	\$ 59,629.94	23.86%
Bldg Equip Maint/Repair	6620	\$ 117.80	\$ 6,298.83	\$ 10,562.31	\$ 35,700.00	\$ 25,137.69	29.59%
Improvements/Maintenance	6630	\$ 977.00	\$ 14,059.93	\$ 1,926.33	\$ 31,200.00	\$ 29,273.67	6.17%
Grounds Maintenance	6710	\$ 13,155.25	\$ 39,363.62	\$ 34,437.53	\$ 88,980.00	\$ 54,542.47	38.70%
Tree Care Assess	6719	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00	0.00%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
November 2017 42%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Park Amenities Assess	6722	\$ 677.88	\$ -	\$ 1,652.75	\$ -	\$ 1,652.75	0.00%
Park Signage (Branding)	6725	\$ -	\$ 1,547.19	\$ 304.00	\$ -	\$ 304.00	0.00%
Contracted Pest Control	6730	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Rubbish & Refuse	6740	\$ 5,635.84	\$ 19,556.34	\$ 23,922.26	\$ 56,800.00	\$ 32,877.74	42.12%
Vandalism/Theft	6750	\$ 28.19	\$ -	\$ 181.34	\$ 2,000.00	\$ 1,818.66	9.07%
Memberships	6810	\$ 1,516.18	\$ 6,144.50	\$ 4,616.18	\$ 14,310.00	\$ 9,693.82	32.26%
Office Expense	6900	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Office Supplies	6910	\$ 4,628.47	\$ 6,249.69	\$ 8,473.96	\$ 23,314.00	\$ 14,840.04	36.35%
Postage Expense	6920	\$ 5,826.21	\$ 10,635.12	\$ 12,196.25	\$ 26,100.00	\$ 13,903.75	46.73%
Advertising Expense	6930	\$ 658.00	\$ 5,179.29	\$ 4,111.90	\$ 15,592.00	\$ 11,480.10	26.37%
Printing Charges	6940	\$ 850.21	\$ 3,702.14	\$ 3,838.90	\$ 19,543.00	\$ 15,704.10	19.64%
Bank & ActiveNet Charges	6950	\$ 2,797.42	\$ 20,793.47	\$ 20,904.07	\$ 45,990.00	\$ 25,085.93	45.45%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 369,470.00	\$ 369,470.00	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 596.99	\$ 516.88	\$ 1,683.00	\$ 1,166.12	30.71%
Comp Hardware/Software Exp	6990	\$ 905.69	\$ 1,976.26	\$ 2,612.75	\$ 13,564.00	\$ 10,951.25	19.26%
Fingerprint Fees (HR)	7010	\$ 152.00	\$ 353.00	\$ 468.00	\$ 2,440.00	\$ 1,972.00	19.18%
Fire & Safety Insp Fees	7020	\$ -	\$ 956.05	\$ 1,990.10	\$ 3,140.00	\$ 1,149.90	63.38%
Permit & Licensing Fees	7030	\$ 1,002.95	\$ 1,725.34	\$ 4,332.45	\$ 4,400.00	\$ 67.55	98.46%
State License Fee	7040	\$ -	\$ -	\$ 341.25	\$ -	\$ 341.25	0.00%
Professional Services	7100	\$ -	\$ -	\$ 400.00	\$ 500.00	\$ 100.00	80.00%
Legal Services	7110	\$ -	\$ 7,002.90	\$ 14,673.58	\$ 69,150.00	\$ 54,476.42	21.22%
Typeset and Print Services	7115	\$ -	\$ 11,745.39	\$ 12,200.26	\$ 50,147.00	\$ 37,946.74	24.33%
Instructor Services	7120	\$ 11,819.00	\$ 70,333.77	\$ 69,035.97	\$ 169,925.00	\$ 100,889.03	40.63%
PERS Admin Fees	7125	\$ 114.10	\$ -	\$ 607.42	\$ 1,550.00	\$ 942.58	39.19%
Audit Services	7130	\$ 5,000.00	\$ 8,640.00	\$ 7,000.00	\$ 22,260.00	\$ 15,260.00	31.45%
Medical & Health Svcs (HR)	7140	\$ 415.00	\$ 635.00	\$ 990.00	\$ 5,500.00	\$ 4,510.00	18.00%
Security Services	7150	\$ 444.60	\$ 2,111.10	\$ 3,947.20	\$ 3,600.00	\$ 347.20	109.64%
Entertainment Services	7160	\$ 142.86	\$ -	\$ 737.53	\$ 3,450.00	\$ 2,712.47	21.38%
Business Services	7180	\$ 2,273.74	\$ 33,630.95	\$ 48,996.04	\$ 67,375.00	\$ 18,378.96	72.72%
Umpire/Referee Services	7190	\$ 350.00	\$ 890.00	\$ 510.00	\$ 1,640.00	\$ 1,130.00	31.10%
Subscriptions	7210	\$ 190.00	\$ 251.40	\$ 531.60	\$ 4,322.00	\$ 3,790.40	12.30%
Rents & Leases Equip	7310	\$ 542.30	\$ 4,669.45	\$ 7,338.98	\$ 27,610.00	\$ 20,271.02	26.58%
Bldg/Field Leases & Rental	7320	\$ -	\$ 126.43	\$ 5.00	\$ 11,466.00	\$ 11,461.00	0.04%
Event Supplies	7410	\$ 278.42	\$ 1,116.27	\$ 768.37	\$ 2,310.00	\$ 1,541.63	33.26%
Supplies	7420	\$ 1,246.92	\$ 430.11	\$ 1,822.24	\$ 7,175.00	\$ 5,352.76	25.40%
Bingo Supplies	7430	\$ 263.73	\$ 2,752.32	\$ 3,151.84	\$ 7,500.00	\$ 4,348.16	42.02%
Sporting Goods	7440	\$ 2,053.59	\$ 4,065.95	\$ 4,593.80	\$ 8,085.00	\$ 3,491.20	56.82%
Arts and Craft Supplies	7450	\$ 680.00	\$ 1,128.18	\$ 1,038.77	\$ 4,820.00	\$ 3,781.23	21.55%
Training Supplies	7460	\$ -	\$ -	\$ 200.00	\$ 3,095.00	\$ 2,895.00	6.46%
Camp Supplies	7470	\$ -	\$ 659.52	\$ 318.50	\$ 1,080.00	\$ 761.50	29.49%
Small Tools	7500	\$ 2,859.56	\$ 1,962.55	\$ 4,570.71	\$ 6,400.00	\$ 1,829.29	71.42%
Safety Supplies	7510	\$ 437.60	\$ 2,932.88	\$ 1,362.93	\$ 7,289.00	\$ 5,926.07	18.70%
Uniform Allowance	7610	\$ 150.00	\$ 2,049.68	\$ 1,311.98	\$ 12,426.00	\$ 11,114.02	10.56%
Safety Clothing	7620	\$ 278.69	\$ 993.08	\$ 417.83	\$ 3,150.00	\$ 2,732.17	13.26%
Conference&Seminar Staff	7710	\$ 630.00	\$ 1,882.68	\$ 8,814.40	\$ 20,745.00	\$ 11,930.60	42.49%
Conference&Seminar Board	7715	\$ 625.00	\$ 212.47	\$ 735.00	\$ 2,240.00	\$ 1,505.00	32.81%
Conference&Seminar Travel Exp	7720	\$ 387.08	\$ 2,838.84	\$ 3,420.24	\$ 13,573.00	\$ 10,152.76	25.20%
Out of Town Travel Board	7725	\$ 1,111.59	\$ 937.75	\$ 1,111.59	\$ 6,615.00	\$ 5,503.41	16.80%
Private Vehicle Mileage	7730	\$ 241.62	\$ 1,465.74	\$ 1,133.54	\$ 4,190.00	\$ 3,056.46	27.05%
Transportation Charges	7740	\$ 228.01	\$ -	\$ 228.01	\$ 750.00	\$ 521.99	30.40%
Buses/Excursions	7750	\$ -	\$ 1,827.64	\$ 5,307.02	\$ 22,870.00	\$ 17,562.98	23.21%
Utilities Gas	7810	\$ 3,330.12	\$ 5,477.15	\$ 6,664.36	\$ 26,431.00	\$ 19,766.64	25.21%
Utilities Water	7820	\$ 84,434.09	\$ 323,054.39	\$ 320,032.76	\$ 757,800.00	\$ 437,767.24	42.23%
Utilities Electric	7830	\$ 19,629.98	\$ 69,434.65	\$ 77,623.08	\$ 226,374.00	\$ 148,750.92	34.29%
Awards and Certificates	7910	\$ 542.17	\$ 5,111.47	\$ 3,766.72	\$ 16,490.00	\$ 12,723.28	22.84%
Meals for Staff Training	7920	\$ 717.23	\$ 98.48	\$ 614.49	\$ 2,710.00	\$ 2,095.51	22.67%
Employee Morale	7930	\$ 100.00	\$ 134.55	\$ 165.66	\$ 9,974.00	\$ 9,808.34	1.66%
COP Debt PV Fields	7950	\$ 20,534.08	\$ -	\$ 102,670.42	\$ 246,409.00	\$ 143,738.58	41.67%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ -	\$ 4,166.67	\$ 10,000.00	\$ 5,833.33	41.67%
Reserve Computer Fleet	7971	\$ 416.67	\$ -	\$ 2,083.33	\$ 5,000.00	\$ 2,916.67	41.67%
Reserve Designated Project	7972	\$ 1,666.67	\$ 12,500.00	\$ 8,333.33	\$ 20,000.00	\$ 11,666.67	41.67%
Reserve Dry Period	7973	\$ 7,500.00	\$ 37,916.65	\$ 37,500.00	\$ 90,000.00	\$ 52,500.00	41.67%
Service and Supplies		\$ 236,613.61	\$ 886,915.58	\$ 1,045,965.34	\$ 3,141,115.00	\$ 2,101,605.76	33.30%
YTD Comparison				\$ 159,049.76			

Capital	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Capital	8400	\$ -	\$ -	\$ 538.53	\$ -	\$ 538.53	0.00%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
November 2017 42%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
HCF Grant Trails	8403	\$ -	\$ 58.87	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ -	\$ 5,044.00	\$ -	\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ 33,358.52	\$ -	\$ 33,358.52	0.00%
Telephone System	8421	\$ -	\$ 9,981.26	\$ -	\$ -	\$ -	0.00%
Needs Assessment	8422	\$ 13,035.39	\$ 87.38	\$ 35,965.39	\$ 68,790.00	\$ 32,824.61	52.28%
Bob Kildee Parking Lot	8423	\$ 8,314.75	\$ 236.44	\$ 166,295.00	\$ 150,000.00	\$ 16,295.00	110.86%
PV Fields Parking Lot	8424	\$ -	\$ 14,361.00	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Hardwalls GM/HR Offices	8425	\$ 6,496.89	\$ -	\$ 15,687.04	\$ -	\$ 15,687.04	0.00%
Charter Oak Windrow	8426	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Bob Kildee PournPlay	8429	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	0.00%
Cam Grve Dog PkArtifical Turf	8430	\$ 52.93	\$ -	\$ 19,312.93	\$ 20,000.00	\$ 687.07	96.56%
Shop DriveWay	8431	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Aquatics Tankless Wtr Heaters	8433	\$ -	\$ -	\$ -	\$ 37,000.00	\$ 37,000.00	0.00%
Auditrolum Patio	8434	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ -	\$ -	\$ 65,000.00	\$ 65,000.00	0.00%
Springville Dog Park Wall	8436	\$ -	\$ -	\$ -	\$ 81,000.00	\$ 81,000.00	0.00%
Bob Kildee Pavilion Replacemen	8437	\$ -	\$ -	\$ -	\$ 38,000.00	\$ 38,000.00	0.00%
Mission Oaks Roof	8438	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Auditorium Ducting/Replacement	8439	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Office Design/Carpet/Server	8440	\$ 14,667.06	\$ -	\$ 22,607.90	\$ 53,000.00	\$ 30,392.10	42.66%
Admin Bldg Roofs #6,#7,Admin	8441	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 125,000.00	0.00%
Capital		\$ 42,567.02	\$ 43,268.95	\$ 293,765.31	\$ 804,790.00	\$ 642,782.87	36.50%
				\$ 250,496.36			
Expense w/out Capital		\$ 474,189.75	\$ 2,249,428.48	\$ 2,764,384.25	\$ 7,526,028.00	\$ 4,768,099.85	36.73%
YTD Comparison				\$ 514,955.77			

General Ledger
Statement of Revenues and Expenditures
Fund 20 General Fund
November 2017 42%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ 171.29	\$ 203.08	\$ 389.00	\$ 185.92	52.21%
Assessment Revenue	5500	\$ -	\$ 10,680.27	\$ 2,569.90	\$ 1,072,301.00	\$ 1,069,731.10	0.24%
Revenue		\$ -	\$ 10,851.56	\$ 2,772.98	\$ 1,072,690.00	\$ 1,069,917.02	0.26%
				\$ (8,078.58)			
Personnel							
Full Time Salaries	6100	\$ 5,876.90	\$ 33,327.62	\$ 31,566.02	\$ 91,142.00	\$ 59,575.98	34.63%
Car Allowance	6105	\$ 369.73	\$ 1,109.78	\$ 2,035.81	\$ -	\$ 2,035.81	0.00%
Cell Phone Allowance	6108	\$ 60.08	\$ 366.36	\$ 330.80	\$ -	\$ 330.80	0.00%
Retirement	6120	\$ 1,025.53	\$ 5,213.37	\$ 5,440.47	\$ 15,247.00	\$ 9,806.53	35.68%
Employee Insurance	6130	\$ 495.86	\$ 8,542.47	\$ 4,286.34	\$ 14,910.00	\$ 10,623.66	28.75%
Workers Compensation	6140	\$ 585.53	\$ 3,657.52	\$ 3,147.37	\$ 8,695.00	\$ 5,547.63	36.20%
Personnel		\$ 8,413.63	\$ 52,217.12	\$ 46,806.81	\$ 129,994.00	\$ 87,920.41	36.01%
				\$ (5,410.31)			
Services and Supplies							
Incidental Costs Assess	6709	\$ -	\$ 15,610.13	\$ 15,426.15	\$ 29,204.00	\$ 13,777.85	52.82%
Tree Care Assess	6719	\$ 7,312.50	\$ -	\$ 9,712.50	\$ 40,000.00	\$ 30,287.50	24.28%
Contracted LS Services	6720	\$ 20,361.71	\$ 142,145.90	\$ 141,020.76	\$ 415,596.00	\$ 274,575.24	33.93%
Park Amenities Assess	6722	\$ 6,057.80	\$ -	\$ 12,115.60	\$ 40,000.00	\$ 27,884.40	30.29%
Bank & ActiveNet Charges	6950	\$ -	\$ 79.00	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	0.00%
COP Debt PV Fields	7950	\$ -	\$ 100,826.48	\$ -	\$ 392,859.00	\$ 392,859.00	0.00%
Services and Supplies		\$ 33,732.01	\$ 263,661.51	\$ 178,275.01	\$ 925,219.00	\$ 746,943.99	19.27%
YTD Comparison				\$ (85,386.50)			
TOTAL EXPENSE		\$ 42,145.64	\$ 315,878.63	\$ 225,081.82	\$ 1,055,213.00	\$ 834,864.40	21.33%
YTD Comparison				\$ (90,796.81)			

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 3, 2018

**SUBJECT: ORDINANCE NO. 8, GOVERNING THE USE OF
PARKS, RECREATION AREAS AND FACILITIES**

RECOMMENDATION

It is recommended the Board approve and waive a second reading and adopt the amended Ordinance No. 8, *Governing the Use of Parks, Recreation Areas and Facilities*.

BACKGROUND

As the District evolved, ordinances were developed to control the use of District facilities. The ordinances provided language for all aspects of the use of parks and facilities. Initially, each set of ordinances was assigned a number which resulted in Ordinance numbers one through six, each maintained as a separate document. Based on a need to have one concise document listing, all ordinances were consolidated by staff and legal counsel to create Ordinance No. 7 in May of 2009.

With the development of the Park Patrol program and the need to identify, establish and enforce ordinances and the citation process, Ordinance No. 8 was developed and initially adopted in May 2010. The ordinance was updated again in April 2011 to address and define day-to-day operations of the Park Patrol program. At the June 3, 2015 Board Meeting, the Board approved the ordinance currently used by the District.

ANALYSIS

It has been common practice to review the ordinance annually and update if necessary according to current needs of the organization. Staff has met with the Policy Committee for review of the document. The updates and revisions to the ordinance have been included in the attachments. There were a variety of grammatical and spelling errors that have been identified and corrected, but the impact changes are as follows:

- Changed the minimum age for permits from 21 to 18 unless alcohol is present
- Changed the permit requirement from groups of more than 15 to 'Organized Group,' defined as "a meeting or assembly at one of the parks that includes more than 25 people, including but not limited to picnics and parties for family, religious institution, community or school events, or other similar activities"
- Authorized Park Rangers to place citations on car window shields
- Increased business application fees to \$100
- Created a section that prevents permit holders from charging fees and restricting access
- Deleted Section 118-*Permit Issuance c.* to minimize duplication
- Added Parking fee restriction and timeline to Section 202
- Separated vehicle parking fee and park access fee
- Deleted Section 202-*Vehicle and Parking e.* to minimize duplication
- Added competitive activity to definitions

- Combined Sections 506 and 511
- Changed ‘parks’ to ‘District Lands’ in section 113

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with approval of the revised Ordinance.

POLICY COMMITTEE REVIEW

The District’s Policy Committee met in March, June, and August. The committee provided staff direction for changes in the ordinance. Staff has prepared a redlined and clean version of the ordinance with revisions identified by the Policy Committee.

BOARD ACTION

The District Board held a Public Hearing at the October 4th Board meeting. At the public meeting the Board read the title of the ordinance and waived further reading. The Board then approved the draft of Ordinance No. 8.

RECOMMENDATION

It is recommended the Board approve and waive a second reading and adopt the amended Ordinance No. 8, *Governing the Use of Parks, Recreation Areas and Facilities*.

ATTACHMENTS

- 1) Redlined Ordinance No. 8 (45 pages)
- 2) Amended Ordinance No. 8 (42 pages)



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**ORDINANCE No. 8
GOVERNING USE OF PARKS,
RECREATION AREAS AND FACILITIES**

Board Introduction — ~~June 3~~ October 4, 2017 ~~15~~

Public Posting — ~~June 9, 2015~~ September
19, 2017

Board Adoption — ~~July 1, 2015~~ January
3 November 2, 2018 ~~7~~

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RECREATION AREAS AND FACILITIES**

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The Board of Directors of the Pleasant Valley Recreation and Park District ordains as follows:

GENERAL CONDITIONS

SECTION 101- PURPOSE/SEVERABILITY

The purpose of these provisions is to provide rules to govern the use of District parks, recreation areas and facilities in order that all persons may enjoy and make use of such parks and buildings and to protect the rights of all concerned. If any provision or clause of this Ordinance or the application thereof is held invalid or unconstitutional, such declaration shall not affect the other provisions or applications of ~~these ordinances~~ this Ordinance, which can be given effect without the invalid provision or application and, to this end, ~~the such~~ provisions of ~~these ordinances~~ this Ordinance are declared to be severable.

SECTION 102- DEFINITIONS

The following words and phrases, whenever used in this Ordinance, shall be construed as defined in this section:

- a. ~~A.~~ **“Applicant”** shall mean an individual who submits an application for a District use permit to utilize a District facility, park or building.
- b. ~~B.~~ **“Administrative Hearing”** shall mean a civil proceeding to contest a civil penalty citation.
- c. ~~C.~~ **“Alcoholic Beverage”** shall mean alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or combined with other substances.
- d. ~~D.~~ **“Aircraft”** shall mean any device that is used or intended to be used to carry a person or persons in the air.
- e. ~~E.~~ **“Amplified Sound”** shall mean sound projected and transmitted by electronic equipment, including amplifiers, radios, or other devices.
- f. ~~F.~~ **“Article”** shall mean an article of this ~~ordinance~~ Ordinance unless some other ~~ordinance~~ Ordinance, policy, or statute is stipulated.
- g. ~~G.~~ **“Basic Date”** shall mean the date for use of specific areas of District lands based upon Section 503.
- h. ~~H.~~ **“Building”** shall mean any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

- i. ~~I.~~ **“Citation”** shall mean a civil or administrative penalty citation issued in accordance with Government Code Section 53069.4 charging a Citee with an ordinance violation pursuant to this Ordinance.
- j. ~~J.~~ **“Citee”** shall mean the person served with a civil penalty citation charging them as a responsible person for an ~~ordinance~~Ordinance violation.
- k. ~~K.~~ **“Community Service Organizations”** shall mean an organization that performs a service for the benefit of the public, is sponsored and approved by the Pleasant Valley Recreation and Park District, and the Organization resides within the District boundaries. These activities are not part of the “District” programs/classes.
- l. ~~L.~~ **“Competitive Activity”** shall mean an event or gathering in which one or more persons meet to test skill and/or ability and focused on winning.
- m. ~~M.~~ **“District”** shall mean the Pleasant Valley Recreation and Park District (~~District~~) and/or all land managed by Pleasant Valley Recreation and Park District.
- n. ~~N.~~ **“District Activities”** refer to District directed, sponsored programs or approved activities.
- o. ~~O.~~ **“District Community Service Groups”** shall mean resident organizations approved by the District’s Board of Directors that conduct organized activities and programs.
- p. ~~P.~~ **“District Lands”** shall mean all lands and facilities under ownership or control of Pleasant Valley Recreation and Park District. “District Lands” are sometimes referred to herein as “District property.”
- q. ~~Q.~~ **“Enforcement Officer” or “Ranger”** shall mean any District employee or agent of the District with the authority and responsibility to enforce provisions of this ~~ordinance~~Ordinance as authorized in accordance with Section 103.
- r. ~~R.~~ **“Hearing Officer”** shall mean a person appointed by the District to conduct, consider, and decide administrative hearings. Prior to being appointed, a hearing officer must first be designated by the General Manager as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.
- s. ~~S.~~ **“Facility”** shall mean any building, structure, park or facility under the ownership, management or control of the District and available for public use.
- t. ~~T.~~ **“Fund Raising”** means the activity of raising money: organized activity of soliciting and collecting money for a nonprofit, service group or political organization. This shall mean funds derived from the event must be spent within the Community.
- u. ~~U.~~ **“General Manager”** ~~shall mean means~~ the District’s chief administrative officer ~~of the Pleasant Valley Recreation and Park District or or his or her~~ designee.

- v. ~~U.~~ **“Green Space”** community space consisting of land (such as parks) rather than buildings and use that is maintained for recreational enjoyment.
- w. ~~V.~~ **“In-District Resident / In-District Resident Group / In-District Public/ In-District General Public”** shall mean any person who resides within the boundaries of the District.
- x. ~~W.~~ **“Issuance Date”** shall mean the date when a citation is served on the Citee.
- y. ~~X.~~ **“Leash”** shall mean a lead on a dog of a length of six (6) feet or less.
- z. ~~Y.~~ **“Major Impact”** shall apply when the nature of the activity or proposed use is found to (a) limit the use of the facility, (b) cause damage or nuisance to the neighbors, (c) require parking beyond capacity of the park, or (d) any use that is deemed extraordinary.
- aa. ~~Z.~~ **“Organized group”** a meeting or assembly at one of the parks that includes more than 25 people, including but not limited to picnics and parties for family, religious institution, community or school events, or other similar activities.
- bb. ~~ZZ.~~ **“Organized Use / Organized Sports”** meeting any one of the following conditions: 1) league games, practices, tournaments, clinics, instruction, special events; or other uses where a fee is charged for participation, 2) a rental application requesting more than three dates of use, 3) a rental application requesting more than one field.
- cc. ~~AA.~~ **“Open Space”** shall mean all lands under the ownership, management, and/or control of the District that are left in a natural vegetative state with limited public access.
- dd. ~~BB.~~ **“Out-of-District / Non-Resident, Group or Organization”** shall mean any person ~~who resides outside the boundaries of the District, and any~~ group, organization, association, partnership, firm, entity, or corporation located that resides outside the District’s boundaries of the Pleasant Valley Recreation and Park District.
- ee. ~~CC.~~ **“Park”** shall mean all grounds, roadways, building, structures, and lands acquired by the District or any area to which the District holds title or exercises delegated authority.
- a. **Neighborhood Park** ~~which means a park~~ generally ~~range in size~~ up to 10 acres, ~~serve in size which serves~~ as a social and recreational focal points for neighborhoods. Many include playgrounds and may offer a range of facilities and passive or active recreation in response to demographic and cultural characteristics of surrounding neighborhoods. Neighborhood parks are largely accessible by foot, bicycle, within at least a quarter-mile radius from residences, providing easy access especially for children and senior adults.

- b. **Community Park** ~~which means a park that~~ generally ~~range-ranges~~ in size from ~~11-10~~ acres ~~and up as well as to larger that~~ serve as a recreational point for the community. Many include: playgrounds, pavilions, restrooms, sports fields, and offer active and passive space. ~~These parks serve as a community gathering spot as well as support a larger service area.~~
- c. **Sports Park** ~~which a park that is~~ generally ~~range in size from~~ 10 acres ~~and up or larger~~. These parks serve as a location to host competitive activities which through casual or organized participation provide competition and have governing bodies.

ff. ~~DD.~~ **“Permit”** shall mean a permit for use of parks, equipment, or buildings as provided for and defined within District ordinances.

gg. ~~EE.~~ **“Person”** shall mean any individual or group of individuals, and a natural person or any other legal entity, including its owners, majority stockholders, corporate officers, trustees, and general partners.

hh. ~~FF.~~ **“Resident Organizations”** shall mean public and private educational, service and civic groups and non-profit organizations. ~~Programs sponsored by non-profit groups with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth service; District-based adult civic or service groups; groups sponsored by a public agency. Also includes nonprofit or not-for-profit groups and organizations wherein the membership resides within the District.~~

ii. ~~GG.~~ **“Responsible Person”** shall mean a person who creates, causes, maintains, or allows an ordinance violation to exist or occur by their action or failure to act.

jj. ~~HH.~~ **“Section”** shall mean a section of this ~~ordinance~~ Ordinance unless some other statute or policy is specifically identified.

kk. ~~I.~~ **“Special Use Activities”** includes any event that requires careful evaluation of the Applicant’s participant access and risk management procedures, i.e. use of alcohol or dances.

ll. ~~JJ.~~ **“Structure”** ~~shall mean means~~ anything constructed or erected which requires a location in or on the ground or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building’s architectural features and roof appurtenances required to operate and maintain the building, but not including fences or walls used as fences less than six feet (6’) in height.

mm. ~~KK.~~ **“Trail”** shall mean any path or access through District lands, land maintained by District or open space constructed or maintained for the use of pedestrians, handicapped patrons, equestrians, or bicyclists.

nn. ~~LL.~~ “Vehicle” ~~shall mean means~~ every device by which any person or property is or may be transported or drawn upon a public street or highway excepting ~~devices a~~ device moved exclusively by human power or used exclusively upon stationary rails or tracks as defined in Section 670 of the California Vehicle Code.

- a. **Oversized Vehicle** – is any motorized vehicle or combination of motorized vehicles and non-motorized vehicles or trailers that: 1) meets or exceeds twenty-two (22) feet in length at any time or 2) meets or exceeds the combination of both more than eight (8) feet in height and also exceeds seven (7) feet in width.

oo. ~~MM.~~ “Violation” ~~shall mean means~~ a violation of the ~~Pleasant Valley Recreation and Park~~ District’s ordinance(s), including this ~~ordinance~~Ordinance.

SECTION 103- AUTHORITY AND ENFORCEMENT

The District’s Board of Directors authorizes the General Manager to implement and administer the policies, ordinances, and regulations contained herein. Whenever a power is granted to, or a duty imposed on, the General Manager, the power may be exercised, or the duty performed, by the General Manager ~~or designee~~. Unless this policy expressly provides otherwise, ~~the General Manager or designee so designated or assigned such duties~~ shall enforce the provisions of this ~~ordinance~~Ordinance. The General Manager shall also have the authority to implement reasonable rules and regulations to protect the public health, safety, welfare, and the resources under the District’s care.

District Park Rangers ~~{~~ (“Rangers”~~})~~ are uniformed District employees, designated as peace officers pursuant to Penal Code Section 830.31(b), whose primary duty ~~shall be is~~ to protect District Lands and preserve the peace therein. Rangers are authorized to enforce all District ordinances, rules and regulations, all laws of the State of California and all applicable municipal laws and ordinances. Consistent with Public Resources Code Section 5786.17 and the provisions of this ~~ordinance~~Ordinance, Rangers are authorized to warn and evict persons, and issue citations for any misdemeanor or infraction violation of District ordinances, rules and regulations, and applicable municipal laws or ordinances, and state law, when the violation is committed within District Lands and in the presence of the Ranger issuing the citation. Rangers may also issue civil or administrative penalty citations. Rangers shall must carry identification and shall issue citations in accordance with Penal Code Section 853.5 *et seq.*

SECTION 104- COMPLIANCE

Persons entering District Lands ~~owned, managed, and controlled by the District~~ may remain as long as they abide by the adopted ordinances, rules, and regulations of the District; applicable laws and ordinances of the State of California; County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these ordinances, rules or regulations or any other applicable laws, will represent a

further and separate violation of this Ordinance. Additionally, no person shall violate any order or provision thereof posted on District Lands by the General Manager ~~or designee~~.

SECTION 105- ENFORCEMENT; PENALTIES

~~Pursuant Unless otherwise specified in this Section, pursuant~~ to Public Resource Code section 5786.17, any person within District Lands who violates any provision of this ~~ordinance~~Ordinance, the conditions of any permit issued pursuant thereto, or any adopted rule or regulation relating to District Lands is, ~~unless otherwise specified herein,~~ guilty of an infraction pursuant to the California Penal Code (Penal Code) for the first violation. A fourth violation of the same provision within one year shall be a misdemeanor pursuant to Penal Code.

~~Violation~~Violations of Section 202, "Vehicles and Parking", Subsections a, b, c, d, f, g, j, k, and l ~~shall be~~are subject to the civil penalty citation process set forth in Section 106.

The first and any subsequent violation of the following Sections shall be misdemeanors: ~~Sections 116, 205, 206, 207, 215, 222, 233, 302, and 413.~~

116 – Violation of Permit

205 – Firearms and Weapons

206 - Hunting

207 - Vandalism

215 - Nudity

222 – Alcoholic Beverages, Intoxicated Persons, Dangerous Drugs

233 – Public Urination

302 - Access

413 – Exclusion from District Areas and Facilities

A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed Five Hundred Dollars (\$500). A violation of this Ordinance which is a misdemeanor will be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment in the County jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

In accordance with Government Code Section 53069.4, the District may make any violation of District ordinance(s), including this Ordinance, subject to a civil or administrative penalty in lieu of issuance of a citation for an infraction. Sections 106 through 108 set forth the procedures governing the District's imposition, enforcement, collection, and administrative review of administrative penalties. The term "administrative penalty" in this ~~ordinance has the same meaning~~Ordinance is also referred to as "civil penalty.""

SECTION 106- ADMINISTRATIVE PENALTY PROCEDURES

This section establishes the administrative procedures for the imposition, enforcement, collection, and review of civil penalties by the District pursuant to Government Code Section 53069.4.

The issuance of a civil or administrative penalty under this section is solely at the District's discretion and is one option the District possesses to address violations of this ~~ordinance~~Ordinance. By adopting these provisions, the District does not intend to limit its discretion to utilize any other remedy, civil or criminal, for any violation of the Ordinance.

A Citee may request a preliminary review of a citation within 14 days of the date the citation is issued. The Citee must ~~present a~~submit a completed preliminary review request form, a copy of the citation, and any additional information demonstrating the reason(s) why there was no violation or why the Citee is not a responsible person for the violation to the District's Park Superintendent. The purpose of the review is to identify any improper citations due to errors that are readily verifiable and not to resolve factual disputes concerning the citation.

The preliminary review shall be conducted by the District's Park Superintendent or his or her designee. The reviewer shall not be the enforcement officer who issued the citation.

If the determination of the preliminary review is that the citation is improper, the citation shall be dismissed. The Citee shall be notified of the results of the review in writing within 15 working days of receipt of the request.

A request for preliminary review does not extend any time periods for compliance, the penalty due date, or the time to request an administrative hearing.

Any Citee may contest a civil penalty citation by filing a signed written request for an administrative hearing stating the grounds for contesting the citation. The request must be received by the District's designated third party administrator's office within 35 days of the date the citation was served and be accompanied by a deposit of the full amount of the penalty.

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full citation amount, the District's third party administrator shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District's third party administrator shall notify the ~~citee~~Citee of the date of the hearing.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the citee or the District's ~~designated~~designated representative. All continuance requests ~~shall~~must be made ~~by a written request in writing~~and received by the District's third party administrator at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District's third party administrator. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District's third party administrator at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation.

Neither the enforcement officer nor any other District representative shall be compelled to attend the hearing. However, any such appearance or submission may be made at the discretion of the enforcement officer.

The hearing shall be conducted informally and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to ~~appeal-appear~~ at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation ~~set for in the citation.~~ Any and any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

SECTION 107- ADMINISTRATIVE PENALTY CITATIONS

Upon determining that a provision of this ~~ordinance-Ordinance~~ has been violated, a Ranger has the authority to issue a civil penalty citation to any Responsible Person. A Responsible Person upon whom a citation is served is liable for and shall pay the penalties described in the citation. A citation may be issued for the violation of one or more ordinance sections and for ~~one or more days on which a each day that the~~ violation exists. ~~Each-Hence, each~~ ordinance violation ~~shall constitute-is~~ a separate violation and ~~be~~ subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Responsible Person;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;
6. Brief description of the violation;
7. Amount of the penalty;

8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Ranger;
11. Date the citation is served; and
12. A distinct citation number.

A Ranger may personally deliver the citation to the Citee, place the citation on the Citee's vehicle, or may mail the citation by first class mail to the Citee's last known address.

SECTION 108- PAYMENT OF ADMINISTRATIVE PENALTIES/CITATION

The District's Board of Directors ~~shall approve has,~~ by resolution, adopted a penalty/citation ~~fee-fine~~ schedule to establish the amount for violations of any civil penalties and provisions of District ordinances. The Board ~~of Directors will review-reviews the~~ penalty/citation ~~fees fines~~ periodically.

Citations shall be paid to the District's designated third party administrator within 35 days of the due date. Citations not paid in accordance with the provision of this ~~ordinance~~ Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a citation shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but not limited to issuing additional civil penalty citations or filing a criminal complaint.

SECTION 109- APPLICATION FOR USE

The General Manager ~~or designee~~ is authorized to grant or deny all applications for use of District facilities. All applications for use of District parks, fields, or buildings shall be filed by an adult ~~over 21-18~~ years of age or older. The park, field, or facility is reserved only when the completed Application is accepted and approved by the District office ~~and-after all~~ applicable fees are paid.

All applications for use shall comply with the District's General Use Policy for ~~specifies~~ specific requirements for the application process. All applications must comply with the insurance requirements as set forth in General Use Policy.

SECTION 110- USE PERMIT RIGHT OF APPEAL

An Applicant may appeal the decision of a District representative ~~to the General Manager~~ regarding facility permits to the General Manager. The Applicant must file such appeal with the General Manager within four working days of the mailing of the representative's decision. The General Manager may hold a hearing within five working days of the filing of such appeal at which time the Applicant may present any and all evidence, testimony, and

information relative to the application. The General Manager shall, within 72 hours of said appeal hearing, issue a decision either affirming or denying the decision on the application ~~and, or direct that a permit be issued subject to if the decision is to issue the permit, add~~ appropriate terms and conditions to the permit. The General Manager shall specify grounds for upholding the denial of a permit. The decision of the General Manager may be appealed to the Board. An appeal to the Board shall be filed within five working days of the General Manager's decision.

SECTION 111- INTERFERENCE

No person shall attempt to use or interfere with the use of any facility which is reserved for another person or organization holding a permit.

SECTION 112- LIABILITY

~~All persons to whom use permits are granted~~ As part of a use permit application, the Applicant must agree in writing to release and hold the District harmless, and to indemnify the District from, any and all liability for injury to persons or property-, including District Lands, occurring as the result of the activity ~~sponsored by permittee, and said person shall be liable to the District for any and all damages to District facilities which result from the activity or permittee or is caused by any participant in said activity being undertaken by the Applicant.~~ A Any person exercising any of the privileges authorized by this Ordinance does so at his/her own risk without liability on the part of the District for any injury to persons or property resulting ~~there from~~therefrom.

These requirements may be waived ~~if requests for waiver are submitted in writing and require~~ by the General Manager's approval, in his or her sole discretion, upon receipt of a written request for a waiver.

SECTION 113- USE OF PARKSDISTRICT LANDS

The District's reservable areas may be made available for the use of persons and groups subject to the issuance of a permit and the payment of appropriate-required fees. A permit ~~must be issued is required~~ for the use of any parkDistrict Lands for assemblies or by groups consisting of 15 or more persons organized group. ~~All applications~~ Each application for use of any parkDistrict Lands must be signed by an adult 21-18 years or older who shall agree agrees to be responsible for said use; however, when alcohol may be present an application must be signed by an adult 21 years or older. ~~Groups that exceed the maximums~~ A groups that exceeds the maximum attendance listed on its permit will be required to pay additional fees. These additional fees will be charged for portable toilets, garbage dumpsters, an additional cleaning deposit, staff time, and any other costs incurred by the District as a result of a Group's-group's use of the-District Landspark. The District will make arrangements for these items to be placed at-the parkon District Lands. ~~The- and the~~ cost of these items will be passed on to the Applicant.

SECTION 114- PERMIT

Pursuant to the application process set forth in Section 109, if approved, a use permit will be issued by the District.

SECTION 115- DISTRICT RIGHT TO ALTER USE

The District reserves the right to alter any previously scheduled use to minimize interference with District activities or to suspend an existing use application if the user or any of his or her agents, employees, or guests violates any section ~~applicable to of~~ the District's General Use Policy or any District ordinance or other applicable law.

SECTION 116- VIOLATION OF PERMIT

Violation of any terms, conditions, rules, and regulations of the permit by the permittee or any agent, guest, or employee of permittee is prohibited. The General Manager reserves the right to: (1) ~~to~~ revoke any permit for a violation ~~thereof of terms of the permit or any District ordinance or other applicable law~~, with or without notice to the persons or organization to whom the permit was issued, and (2) enforce ~~a penalty under any applicable penalties as set forth in~~ Section 105.

SECTION 117- SALES, SOLICITATION, AND UNLAWFUL ADVERTISING

~~It To prevent littering and the destruction of District property, it~~ is unlawful to post, place, erect, or leave posted, placed or erected, any commercial or noncommercial bill, handbill, circular, notice, paper, banners, or advertising device or matter of any kind, in or upon any building, structure, pole, wire, or other architectural or natural feature of whatever character, or on vehicles. The only exception to this prohibition on posting is upon a bulletin board or such place especially designated and provided for such purposes, ~~which approval shall be given only if the General Manager determines that it would be affirmatively in the public interest to allow the use of public property for such purposes by the District.~~

ADVERTISING

SIGNAGE

- a) It ~~shall be~~ is unlawful for any person to place or maintain any commercial sign, ~~billboard which includes; billboards and banners, or advertisement~~ on any District property without District authorization.
- b) It ~~shall be~~ is unlawful for any person to paint or attach any sign or advertisement to or upon any District property.
- c) Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.
- d) Exceptions to the provisions of this section shall be pre-approved by the General Manager ~~or designee~~.

Permission must be obtained from the General Manager before ~~permits shall be a permit is~~ issued authorizing use of any park or building when the activity proposed is to be held for ~~the sole purpose of~~ commercial activity including:

Advertising for sale any product, goods, wares, merchandise, services, or event.

Conducting or soliciting for any trade, occupation, business, service, or profession.

SECTION 118 – CONDUCTING BUSINESS IN A DISTRICT PARK

“Business,” for the purpose of this section, means and includes any activity which involves ~~the~~ sale of any goods or services, whether conducted for profit or not, and regardless of by whom ~~the activity is~~ conducted.

- a. No one shall conduct any business in any ~~“District”~~ park except as provided in this section and section 117.
- b. Anyone desiring to conduct ~~any~~ business in any ~~district~~ District park shall apply to the ~~district~~ District for a permit to do so, on an application form ~~to be prepared~~ consistent with this section by the District.
- c. Application Information required:
 1. Name and address and phone number of the ~~applicant~~ Applicant, and if by a corporation, the officers of the corporation;_;
 2. A description of the park location at which it is desired to conduct such business;_;
 3. A copy of a current city business license, or proof of application;_;
 4. Types of any services or items to be sold;_;
 5. Description of how business will be conducted, and a drawing of the vehicle or stand from which goods will be sold, to show its size, color, all proposed signage, etc., and a description of means by which goods will be transported to and from the site;_;
 6. A statement ~~to be signed~~ by the ~~applicant~~ Applicant agreeing to indemnify, defend and hold harmless the ~~“District”~~ and its directors, officers, and employees from any claims for injuries or damage alleged by any person to have been caused by such activity;_;
 7. If goods are to be sold from any stand or cart, proof of insurance in the amount of ~~\$1M-1,000,000~~, or as ~~approved~~ required by District standards_; to cover claims for injury or damages suffered or alleged to have been suffered by any person as a result of such activity, which insurance policy shall name the District as an additional insured and

shall provide it cannot be canceled except after ten days' written notice to the ~~district~~District and proof of Worker's Compensation meeting the requirements of state law if applicable; and

8. Proof of application for all permits required by other public agencies such as County Health.

~~9.~~ Issuance of a permit by the District shall not be deemed to be an endorsement by the District of any product or any form of District warranty concerning the product's fitness for use or consumption.

APPLICATION FEE AND REVIEW

~~All applications~~ Each application made under this section, ~~shall~~ must be accompanied by a non-refundable fee of \$75 ~~(seventy-five dollars)~~, 100 or it will not be accepted and all such applications shall be reviewed by District staff.

a. No permit shall be issued if it is found that the application does not conform to this section or additional guidelines issued by the District, or it is found that its issuance would interfere with safe use by the public of any park or District ~~property, and the~~ Lands.

~~b.~~ b. The District may limit the number of any permits at any given park if it finds that such limitations is necessary to protect the public health and safety. ~~Such~~ Each permit shall ~~be conditioned upon its face as to include conditions such as~~ hours of permitted operation use and ~~as to other~~ requirements found necessary, ~~and such permit may be conditioned that it shall not be valid.~~ The District may refuse to issue permits during any ~~designated~~ District special events.

c. ~~Such~~ No permit shall be ~~valid issued~~ valid issued for more than one year from the date of issue, ~~and~~ A permit may be renewed upon application and payment of another \$75 ~~(seventy-five dollars)~~, application fee unless it has been found that the permittee has failed to ~~conform to comply with~~ this section or to the terms and conditions under which it was issued, or it is found that such permit is inconsistent with the public safety or public use of such park or ~~district~~ District property.

d. All permits issued under this section shall be nontransferable and may be used only by the permittee ~~and other fees~~. Fees in addition to the application fee may apply.

OPERATION RESTRICTIONS

~~All permittees~~ Each permittee shall comply with the following requirements as to operation:

- a. Prices of all items offered for sale must be conspicuously posted where the goods are sold.
- b. The permittee or his/her employee or agent shall pick up and keep the location ~~of such care or stand free from all litter in the area and~~ surrounding the stand or cart by

area (at least ~~forty~~ 50 feet in each direction,) of his or her use free from all litter and permittee shall provide, and remove/empty at the end of each period of use, a suitable container for placement of litter by customers and other persons.

c. The permittee shall conduct business only at the location or locations specified in the permit and during the hours specified on the permit.

d. No stand or cart shall ever be left unattended, and each cart or stand shall be removed from its location each night between dusk and 7:00 am.

PERMIT REVOCATION

The General Manager ~~or his/her designee in their,~~ in his or her discretion, may at any time ~~may~~ revoke any permit issued under this section if he or she finds it necessary to do so to protect the public health and safety or if the permittee has violated any terms or conditions of such permit.

PERMIT ISSUANCE

The General Manager ~~or designee~~ may issue ~~such~~ permits under this section when the conduct of ~~such the proposed~~ trade, occupation, business, service, or profession is compatible with usual park activities and uses, is of convenience or benefit to park patrons, and does not conflict with the business of established concessions. A use fee may be charged to cover administrative costs of the issuance of such permit and ~~or~~ costs associated with the use of ~~park-District~~ facilities.

~~A~~ No person shall ~~not,~~ without a District permit, solicit, in any manner or for any purpose, or sell or offer for sale any goods, wares, or merchandise, or give or distribute handbills, advertising matter, or literature except under the following conditions:

a. When a concession is operating under lease or contract authorized by the General Manager.

b. When an athletic team that is a member of a community service organization and admits all members of the general public to the extent of capacity without discrimination and without charge to any game played, such athletic team may solicit voluntary contributions from the spectators attending such game.

~~e. When the park, or any portion thereof, is the location for an event that will not in any way detract from the use of the park by the general public and the proceeds are used for charitable purposes, (i.e., parking fees charged by the organized group) approved in advance by the General Manager.~~

c. ~~d.~~ When found to be consistent with the policies of the District or to promote ~~the program of the a~~ District program under conditions prescribed by the General Manager.

d. ~~e.~~ When an application is approved for sale of items and all necessary fees and deposits have been made and proof of insurance has been provided to the District.

It is unlawful for any person or persons to throw, deposit, leave, place or to cause the throwing, depositing, leaving or placing of any commercial or noncommercial handbill or unsolicited newspaper on any District Lands including vehicle windshields; however, it shall not be a violation of this section to hand out or to distribute handbills to any person.

SECTION 119- EQUESTRIAN PARK ACCESS DURING PERMITTED ACTIVITY

A permit holder shall not restrict access or charge a fee to access any District- owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands.

SECTION 119- EQUESTRIAN ACCESS

The primary form of access into open space areas shall be via foot ~~traffie~~ or horseback on equestrian trails. No person shall block, obstruct, or impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned, operated or maintained by the District, including but not limited to those equestrian trails and equestrian easements as shown on the final subdivision map of Tract No. 2706 (Las Posas Hills), recorded on October 5, 1979, in Book 84, page 50 of Miscellaneous Records in the office of the Country Recorder of Ventura County, California and as amended in the Judgment recorded on March 22, 1993 bearing Instrument Number 93-065046. Vehicular access ~~to serve as for~~ an emergency vehicle or to deliver supplies to a ~~permit-permitted~~ group may be authorized, ~~by the District~~ unless prohibited by the above-referenced Judgment. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

ARTICLE II

~~ARTICLE II~~

PARK REGULATIONS

SECTION 201- EXCEPTION

This article does not apply to the operations of District-owned or operated vehicles or persons engaged in official District business.

SECTION 202- VEHICLES AND PARKING

Parking violations are a civil liability and will be subject to an administrative adjudication process ~~-(as described in Section 106.-) -~~ of this Ordinance.

- a. ~~Vehicles-Without written permission of the General Manager vehicles~~ shall be operated on District ~~property-Lands~~ only on designated roadways, ~~without written permission of the General Manager or designee.~~
- b. Park entrance or parking fee apply where designated and applicable: (a) No person or persons shall enter or remain on the park-District property without having paid the established fee. ~~Persons desiring to park vehicles within areas designated shall make payment of the~~ entrance and/or parking ~~feefees.~~ All fees shall be paid at time of arrival either through the purchase of a daily parking permit or presentation of a current annual parking permit. The permit must be visible in the vehicle. (b) ~~The applicant for Anyone parking on District property pursuant to~~ an overnight permit ~~shall furnish to~~ must show the permit to District staff and/or Park Ranger ~~the permit upon request.~~
- c. ~~Vehicles-Without written permission of the General Manager vehicles~~ shall not be parked on District property except within designated parking lot areas or within designated markings ~~without written permission of the General Manager or designee.~~
- d. Vehicles shall not be allowed on any grass areas unless the vehicle-'s owner receives prior written permission from the General Manager ~~or designee.~~
- e. ~~If the General Manager finds that at certain times, under specific restrictions or at designated places, a vehicle can be operated so as not to interfere in any way with the use of a park; permission may be granted to operate such vehicle. Parking such vehicle is permitted only in areas so designated.~~
- e. £ Vehicles operated within the boundaries of public parks shall be driven at a careful and prudent speed not greater than is reasonable and proper with due regard for the traffic, surface, and width of the roads. In no event shall a vehicle be driven on park property at a speed greater than 15 miles per hour.
- g. ~~No person who owns or has possession, custody, or control of any vehicle, trailer, or camper shall park upon any District property for more than a period of eighteen (18) consecutive hours.~~
- f. ~~All parked vehicles are subject to being removed~~ Vehicles are subject to removal from District property under the following circumstances:

1. When a vehicle is parked or left standing on District property when the park is closed to public use.
2. When a vehicle is parked or left standing upon a roadway in such a position as to obstruct the normal movement of traffic or in such a condition as to create a hazard to other traffic upon the roadway.
3. When a vehicle is parked ~~so as to block~~ in a manner that completely or partially blocks the entrance to a driveway.
4. When a vehicle is parked so as to prevent access by firefighting equipment to a fire hydrant or emergency service.
5. When a vehicle is parked in any parking restricted zone.

6. When a vehicle has been parked on District property for more than eighteen (18) consecutive hours without a valid permit.

g. ~~i.~~ If an illegally parked vehicle is removed from District property as provided for in this section, the owner shall be liable for all fees, towing, and storage charges.

h. ~~j.~~ No vehicle maintenance may be performed on District property except for minor repairs needed to move ~~the a~~ vehicle.

i. ~~k.~~ No vehicle shall be parked on District property after the closing time of the park or facility.

j. ~~l.~~ Disabled Persons Parking Zones

k. No Organized Group or person shall inhibit accessor charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access

It shall be unlawful for the operator of any vehicle other than a vehicle bearing a distinguishing license place defined by the California State Vehicle Code to stop or park ~~such a~~ vehicle in a parking zone identified as reserved for disabled or handicapped persons ~~pursuant to Subsection 2 below~~. The fine for this violation shall be as prescribed by the California Vehicle Code.

1. Improper display of placard. It shall be unlawful to fail to, or improperly display a handicap placard.
2. Space identification. Disabled persons parking shall be designated by blue striping to mark the stall and a profile view of a wheelchair printed within the stall or space as well as a sign with the same type of marking on it.

SECTION 203- RIGHT OF APPEAL

As allowed under Section 110, an ~~applicant~~ Applicant may appeal a decision of a District representative or the General Manager.

SECTION 204- VEHICULAR TRESPASS

Vehicles shall not be operated or parked on any property of the District except on roadways and parking lot areas specifically constructed for vehicular traffic. ~~Fire-Vehicle use is prohibited on fire~~ breaks and fire protection roads, ~~and~~ hiking and riding trails ~~shall be prohibited from vehicular use~~. An exception ~~will~~ may be made for those vehicles, ~~which~~ are authorized by the District for such use.

SECTION 205- FIREARMS AND WEAPONS

No person shall carry, possess, set, leave, or deposit, or cause to be fired, across, in, on, or into any portion of District ~~land~~ Lands any weapon, gun or firearm, spear, missile, bow and arrow, crossbow, slingshot, trap or hunting device, air or gas weapon, paintball gun, ammunition, throwing knife or axe, martial arts throwing device, or any other weapon or device capable of injuring or killing any person or animal, or damaging property or natural resource, ~~except~~ at posted or authorized ranges and areas designated for such purposes. An exception to this regulation will be made for duly authorized law enforcement officials while acting in their capacity as law enforcement.

SECTION 206- HUNTING

Hunting, shooting, wounding, trapping, capturing, or killing animals on ~~park~~ District property is prohibited.

SECTION 207- VANDALISM

It ~~shall be~~ is unlawful for any person to damage, deface, cut, spray, paint, mark, scratch, write on, or otherwise deface or alter any natural feature, trees, fence, wall, building, sign, monument, or other property on District ~~property~~ Lands. Persons causing vandalism, or parents of persons under the age of 18 causing vandalism, will be held liable and financially responsible for the full amount of damages, or the maximum amount allowed under the California Civil Code, ~~Sections~~ 1714.1 and 1714.3. All provisions of the California Penal Code, ~~Section~~ 594, ~~and~~ penalties ~~there under~~ thereunder are applicable.

SECTION 208- THROWING MISSILES

Throwing missiles, rocks, mud, sand, or any object that may cause bodily harm to others is prohibited on park property. Objects used in recreational activity are exempt from this section provided they are not used in an irresponsible and hazardous manner.

SECTION 209- AMPLIFIED SOUND

Without prior written permission, no person shall play or operate any sound or energy amplification devices, including radios, television sets, public address systems, musical instruments, or similar devices within District Lands.

SECTION 210- GOLF

No person shall drive, chip, or in any other manner play or practice golf, or hit balls on, over, or into District landsLands.

SECTION 211- MODEL CRAFT

No person shall operate any motor driven model airplanes or rocketry, cars, boats, drones, or any other model craft of any kind or description on, over, or into any portion of District lands, except those models specifically geared for the RC track, which may only be used on the RC track, or by written permission of the General Manager.

SECTION 212- AIRCRAFT/HUMAN FLIGHT

Without the permission of the General Manager, no person shall land any aircraft on or take any aircraft off any area in the District, nor shall any person hang glide, parachute, or engage in any human flight on, over, or into District landsLands.

SECTION 213- OVERNIGHT CAMPING

a. Definitions:

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this Sectionsection.

1. *Camp* means to pitch or occupy camp facilities; to use camp paraphernalia.
2. *Camp Facilities* include, but are not limited to, tents, huts, temporary shelters, trailers, motor homes, campers, or vehicles otherwise used for shelter.
3. *Camp Paraphernalia* includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-District designated cooking facilities and similar equipment.
4. *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

- b. It shall be unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia on District property, except as otherwise provided in this Sectionsection.

- c. House trailers, campers, or motor homes may not be used for overnight sleeping purposes on any District property, except as otherwise provided in this Article.
- d. It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia on any District property, except as otherwise provided for in this ~~Section~~section.
- e. Camping is only permitted for District-hosted events with approval by the General Manager.

SECTION 214- FIREWORKS AND DANGEROUS OBJECTS

No person shall possess, discharge, set off, or cause to be discharged, in or into any District ~~land~~Lands any firecrackers, torpedoes, rockets, fireworks, explosives, or substances harmful to the life and safety of persons or property. Exceptions may be made with written permission of the General Manager.

SECTION 215- NUDITY

No person shall appear nude while in or on any District ~~lands~~Lands or facilities, except in authorized areas set aside for that purpose by the District. Nudity shall be defined as codified in Title 14 California Code of Regulations section(s) 4322.

SECTION 216- WASHING

No person shall wash dishes, clothing, garments, vehicles, or empty salt water or other waste liquids ~~elsewhere-on District Lands~~ other than in facilities expressly provided for such purposes.

No person shall swim, bathe, wade in, conduct personal hygiene (such as washing hair or body with or without soap, shampoo or similar personal hygiene products; shaving with or without shaving cream or similar personal hygiene products; oral care including using mouthwash or brushing teeth with or without toothpaste or similar personal hygiene products; cleaning any injury, wound, lesion, gash or abrasion in any manner with or without medical products, cleaning products or similar personal hygiene products; using any medical or other personal hygiene product to rid the body of lice or any disease, infection or growth), or pollute the water of any park restroom, fountain, stream, except at a place especially designated and provided for such purpose.

SECTION 217- HOURS OF USE

All parks, recreation areas, green space and open space areas within the District boundaries are available for use by the general public unless otherwise posted or in accordance with District's General Use Policy. It shall be unlawful for any person, except those involved in District-sponsored programs or having valid permits, to enter or remain in any park, recreation area, green space or open space other than between those hours. Hours of use may vary due to maintenance, construction, watering, or other variables.

SECTION 218- FLORA AND TURF

Removing or injuring any form of plant life on park property, including the removal of wood, turf, grass or plants, soil, rock, sand, and gravel is prohibited except by a duly authorized District employee in the performance of his/her duties or unless specifically authorized by the General Manager.

- a. It is unlawful for any person to injure or destroy any tree growing within the District boundaries by any means, including, but not limited to the following:
 - a. Pouring any deleterious matter on or around any tree or on the surrounding ground, lawn, or sidewalk.
 - b. Posting any sign, poster, notice or other item on any tree, tree stake, or guard, or fastening any guy wire, cable, rope, nail, screw, or other device to any tree, tree stake, or guard without having first obtained a permit from the District.
 - c. Causing any fire or burning near or around any tree or plant life

SECTION 219- ARCHAEOLOGICAL FEATURES

No person shall remove, injure, disfigure, deface, or destroy any object of paleontological, archaeological, or historical interest or value.

SECTION 220- GEOLOGICAL FEATURES

No person shall destroy, disturb, mutilate, or remove earth, sand, gravel, minerals, rocks, or features of caves.

SECTION 221- DOMESTIC ANIMALS

- a. No person owning or having charge, care, custody, or control of any dog (or cat) shall cause, permit, or allow same to be or to run at large upon any lands, properties, or within facilities of the District unless such animal is ~~restrained by substantial chain or leash with a preferred length securely fastened on a leash~~ a not exceeding six feet in length and is held continuously in the ~~charge~~, care, custody, or control of a competent person. Pets not properly leashed may be impounded by Animal Control and the owner cited.
- b. No person shall walk with more than 4 dogs (or cats) at any given time
- c. ~~b.~~ The removal of feces of animals that defecate on park property shall be the responsibility of the owner or custodian of said animal.
- d. ~~e.~~ Horses, mules, goats, donkeys, or similar animals may be ridden or led under specified restrictions and in designated areas with the permission of the General Manager ~~or designee~~.

- e. ~~d.~~ No animal shall graze in any park except on property leased for such purpose.
- f. ~~e.~~ No animal shall be killed, harmed, or removed from any park unless by a District employee during the performance of his/her official duties, except when necessary to avoid bodily harm.
- g. ~~f.~~ Animals may be prohibited from specific parks at specific times or events at the discretion of the General Manager ~~or designee.~~
- h. ~~g.~~ Specific provisions of this section may be modified in specific instances with written permission of the General Manager ~~or designee.~~

SECTION 222- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DANGEROUS DRUGS

~~Patrons are not allowed~~ No person may be on District property while under the influence of intoxicating liquors or dangerous drugs as defined under California Vehicle Code, Section 23152(a) (b) ~~—~~ as amended. Under specific circumstances, consumption of alcohol is permitted on District property as outlined in Sections 223 and 410 and 508.

SECTION 223- SALE OF ALCOHOLIC BEVERAGES

A group desiring to sell or provide alcoholic beverages ~~in park areas or to sell alcoholic beverages in recreation facilities operated by the District must apply for an on District Lands must obtain a District-issued~~ alcoholic beverage permit at the time of application for facility permit as contained in Articles IV and V herein. ~~Such an~~ alcoholic beverage permit shall be issued only to an individual of legal ~~age. Adequate drinking age upon proof that adequate~~ safeguards ~~shall will~~ be provided to prohibit consumption by minors and excessive consumption by adults. Security guards may be required as defined under Section 512. Alcohol is not permitted at any time if the primary purpose of an event or function is for minors, i.e., debuts, dances or birthday parties for participants under the age of 21 years. Alcoholic beverages may be present at ~~the an~~ event for a maximum of four hours and ~~ending the provision of alcohol must end~~ a minimum of one hour prior to the end of the event.

~~The applicant shall also~~ To obtain an alcoholic beverage permit the Applicant must first secure all such permits or licenses required by other governmental agencies including but not limited to the State of California Alcoholic Beverage Control Board and the Ventura County Public Health Department. If ~~such a~~ request for the alcoholic beverage permit is denied by the staff, provisions in Section 110, Right of Appeal, shall apply. The General Manager ~~or designee~~ may stipulate additional conditions relating to the permitted use of alcoholic beverages as necessary for the protection of individuals and property.

SECTION 224- LITTER AND RUBBISH

Depositing garbage, trash, or other refuse on park property other than in a receptacle provided therefore is prohibited. Throwing or leaving bottles, glass, or sharp pointed articles is prohibited. Throwing or disposing of wastepaper or combustible refuse in any place in a

park other than in a receptacle maintained for that purpose is prohibited. It is unlawful to use any park receptacle for the depositing of garbage, trash, or other refuse not generated and/or used within the park boundaries.

SECTION 225- FIRES AND BARBEQUES IN DISTRICT PARKS

Open fires and use of ~~any barbeques in-on~~ District ~~parks and open Lands~~ space areas are prohibited except in designated areas. Briquettes are the only combustible material authorized for barbecue or brazier use. Wood fires are not permissible. It is the responsibility of every person igniting a fire in a District installed barbeque to completely extinguish it (dead out) before leaving the park.

Upon notice of park closure due to a fire hazard warning by the fire district, all reservations shall be cancelled and affected areas closed to the public. ~~It shall be the responsibility of every person igniting a fire in a District installed barbeque to completely extinguish it (dead out) before leaving the park.~~

SECTION 226- DUMPING

Dumping rocks, soil, grass clippings, branches, leaves, equipment, vehicles, furniture or accessories, or any other ~~item-items~~ or material on District Lands is prohibited without prior written approval of the General Manager.

SECTION 227 - TRESPASSING

Trespassing into areas designated “No Trespassing” is prohibited. This includes, but is not limited to, rooms in District buildings or structures, swimming pools during specific hours, fenced control areas such as storage areas, shop areas, holding areas, construction sites, and all posted areas.

SECTION 228- PARK CLOSURE

The General Manager ~~or designee,~~ may close a park area or recreation facility at any time when there is an apparent danger to the persons using the property, the property itself, or for any cause which could affect the safety and welfare of the public. This section may be enforced without the concurrence of those persons or organizations then using the property or facility.

SECTION 229- ENTRY TO ACTIVITIES

The General Manager, ~~or designee,~~ may enter any reserved park area or recreation facility at any time to inspect the premises for safety, compliance of use, hazards, or in the course of normal duties.

SECTION 230- UNLAWFUL ADVERTISING

It shall be unlawful for any person to place or maintain any sign, banner, billboard, or advertisement on any District property without the Board's or General Manager's written permission.

It shall be unlawful for any person to paint or attach any sign or advertisement to or upon any District property.

Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.

Exceptions to the provisions of this section shall be pre-approved by the General Manager ~~or designee.~~

SECTION 231- USE OF DISTRICT VEHICLES AND EQUIPMENT BY ~~NON-~~ NON-DISTRICT GROUPS

District vehicles and equipment are provided for the express purpose of carrying out District functions. Requests received from groups or organizations for the use of District vehicles or equipment shall be made in writing to the District. Such requests may be granted by the General Manager provided that such use does not interfere with District operations.

SECTION 232- UNLAWFUL CONSTRUCTION

No person shall erect, construct, install, or place any structure, building, shed, fence, trail, equipment, material, sign, banner, or apparatus of any type for any purpose on, below, over, or across District property, except by written permission from the General Manager, or designated representative, specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such an authorization.

SECTION 233- PUBLIC URINATION

It is unlawful for any person to urinate or defecate in any public place except when using a urinal, toilet, or commode located in a bathroom, restroom, portable restroom, or other structure screened from public view.

SECTION 234- SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS

With respect to any facility provided by the District for skateboarding, in-line skating, or roller skating:

- a. No person shall skateboard, in-line skate, or roller skate on or within District skating facilities without wearing a helmet, elbow and knee pads.
- b. Skateboarding, in-line skating, roller skating, scooters, bicycles or similar devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.

- c. No smoking is permitted on District property. No alcohol is allowed within 50 feet, of any facility provided for skateboarding, in-line skating, or roller skating.
- d. No glass beverage containers or food are allowed within the skating facility.

e. Skateboarders, in-line skaters, and roller skaters shall at all times yield to pedestrians. No person shall skateboard, in-line skate, or roller skate in any area where signs are posted, or known to have been posted, prohibiting such activity.

SECTION 235- DOG PARK RULES AND REGULATIONS

Properly licensed and tagged (i.e. ownership identification) dogs without vicious, dangerous, or aggressive propensities may be exercised without a leash in the designated areas and at the designated times established by the District and subject to the following rules and regulations:

- a. Dog Park hours of operation are 7:00 a.m. to Dusk unless otherwise posted. The Dog Parks may be closed at the discretion of the General Manager.
- b. The Dog Park may be closed periodically during the year for special events and maintenance as needed.
- c. Enter at your own risk. Adults and children assume all risks associated with the off-leash Dog Park. No children under 16 are allowed without adult supervision. Small children must be within arm's reach of a supervising adult.
- d. ~~Dogs~~ Each dog must display a current license and be properly inoculated, healthy (no contagious conditions), and parasite-free. No dog that is sick, in heat, vicious, aggressive or has previously bitten any person is permitted in the off-leash area.
- e. Dogs are to be kept on a leash (~~with a preferred-leash~~ length not exceeding 6') when OUTSIDE the Dog Park fence at all times. Do not have your dog unleashed between your vehicle and gated entrance.
- f. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park.
- g. All dog owners must carry a leash, but no dogs shall be leashed once inside the park.
- h. No spiked collars or the like that have the potential of injuring another dog or person are permitted.
- i. Dogs left unattended at the Dog Park will be impounded with Animal Control. Close supervision of your dog is required. Close supervision means that the dog is within voice command range at all times. Failure to closely supervise

dogs may result in the dog being banned for an appropriate period of time, as determined in the General Manager's sole discretion.

- j. Owners must clean up after their pets. If you see someone who forgets to clean up, please remind him/her to help keep the park clean.
- k. AGGRESSIVE DOGS must be removed from the Dog Park area IMMEDIATELY WITHOUT DEBATE. You are responsible for your actions and those of your dog. Aggressive dogs may be banned for appropriate periods of time, as determined in the General Manager's sole discretion. Aggressive dogs are defined as either potentially dangerous or vicious dogs as defined in the California Food and Agricultural Code Section 31602 and 31603. ~~Furthermore, an~~ An aggressive dog is also defined as any dog that is determined by the District to pose a threat to dogs or people by virtue of a single incident or history of unprovoked acts of aggression against people or animals. Violation of these provisions is an infraction.
- l. No air horns or bullhorns are allowed.
- m. No food of any kind is allowed inside the Dog Park, including people food.
- n. Three dogs per dog owner is the maximum allowed inside the Dog Park. Due to inability to closely supervise their dogs, owners may not have one ~~dog or~~ more dogs in the large dog section and one or more dogs in the small dog section, if so designated.
- o. No female dogs in heat, ~~No or~~ puppies under five months of age, due to their vulnerability to disease and injury, are allowed in a Dog Park.
- ~~p. People may not run or jump while within the Dog Park. Please remind your young children of this rule.~~
- p. ~~q.~~ No grooming of dogs at ~~the a~~ Dog Park.
- q. ~~r.~~ When leaving the park, please remove all tennis balls, toys, or other personal items or they will be discarded.
- r. ~~s.~~ The District reserves the right to designate certain parks with signage, as "off-leash" parks, allowing for dogs to run free without a leash.
- s. The entrance into an off-leash area within the District constitutes an agreement to comply with the rules contained in this section as well as all those regulations posted with respect to the use of such off-leash areas.
- t. The entrance into an off-leash area within the District constitutes an agreement to protect, indemnify, defend and hold harmless the District from any claim, injury or damage arising from or in connection with such use of District property.

SECTION 236- DISORDERLY CONDUCT

No person shall engage in boisterous, threatening, intimidating, abusive, insulting, discriminatory, profane or indecent language; threaten or engage in fighting or physical altercation or engage in any disorderly conduct or behavior tending to a breach of the peace and interfering with the enjoyment of other persons on the premises. Person(s) exhibiting these behaviors will be required to leave the premises immediately. The District reserves the right to refuse services and prohibit entry on District property.

SECTION 237- TENNIS COURTS

No person shall engage in any activity on tennis courts owned or operated by the District other than the playing of tennis and activities incidental to the playing of tennis. Private instruction for personal gain is expressly prohibited. Organized instruction is permitted only for classes/instruction/clinics approved by the ~~Pleasant Valley Recreation and Park~~ District.

ARTICLE III
PLEASANT VALLEY OPEN SPACE AREAS

SECTION 301- EXCLUSIVE USE

District open spaces shall not be made available for exclusive use by any person, group, or organization.

SECTION 302- ACCESS

The primary form of access into open space areas shall be by foot traffic or horseback on assigned equestrian trails. No person shall block, obstruct, impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned or operated by the District. Vehicular access to serve as an emergency vehicle may be authorized. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

Persons entering District Lands owned, managed, and controlled by the District may remain as long as they abide by these regulations, applicable laws of the State of California; applicable ordinances of the County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these regulations ~~will be is a~~ further violation of ~~these~~ regulations.

SECTION 303- OPENING AND CLOSING TIMES

Open space areas and equestrian trails will be available to the general public as otherwise posted or in accordance with District's General Use Policy.

SECTION 304- APPLICATION FOR USE

Applications to reserve areas of park and ~~open-green~~ space areas will be processed in accordance with District procedures established in this ~~document~~Ordinance.

SECTION 305- FIRES AND SMOKING IN DISTRICT OPEN SPACE

~~The District ordinance regarding fires is contained in~~ In addition to the regulations in Section 225; ~~in addition~~, the following policies shall apply to all District open space:

- a. Briquettes shall be the only permitted fuel for District installed barbecues; wood is prohibited. It shall be the responsibility of every person igniting a fire in a District installed barbecues pit to completely extinguish it (dead out). All open fires are prohibited.

1. Only District installed barbecues are allowed ~~in-on~~ District ~~ParksLands~~.
- b. Smoking of tobacco and marijuana is prohibited ~~in-on~~ all District ~~designated open space consistent with Section 409 hereinLands~~.

SECTION 306- DAY-GROUP USE

Reservations are required for ~~day-use~~ by-of District Lands by organized groups ~~of 15 or more persons~~ in accordance with District procedures established in this document.

SECTION 307- OFF TRAILS

Unauthorized travel off designated trails is prohibited.

SECTION 308- CLOSURE/TRESPASS

Any and all open space areas are subject to closure when deemed necessary by the General Manager ~~or designee~~ (inclusive of all Park Patrol staff), to protect public safety and/or protect the resources ~~form-from~~ damage or threat of damage. Any violation will constitute civil trespass.

SECTION 309- BICYCLES

Bicycles shall be allowed in parks and open space areas under the following restrictions:

- a. Bicycles must stay on designated bike paths and roadways.
- b. No person shall operate a bicycle in a reckless or negligent manner so as to endanger public property, or the life, limb, or property of any person or animal. A reasonable and prudent speed limit will be observed.
- c. Bicyclists must yield when meeting pedestrians. "Yield" means slow down, establishes communication, be prepared to stop, and/or move aside to allow other users to pass, and pass safely.
- d. No person shall possess or operate a bicycle or similar device in open space or on District land in areas designated or signed to restrict such activity.
- e. All state and local regulations regarding helmet use, for minors or adults, shall be followed.

SECTION 310- VEHICLES

No vehicle ~~will-may~~ be operated or parked on any open space lands except where specifically permitted. ~~An exception will be made for those vehicles that are~~ unless authorized by the District for such use.

SECTION 311- NATURE PRESERVES

~~a.~~The District has the authority to designate an area as a “nature preserve” to protect the resources and/or flora and fauna. Entrance to such an area shall be prohibited, except with written permission for the purposes of scientific study, a docent-led hike, or other authorized activities. These areas may be posted as “no trespassing.” ~~b.~~Alcohol is prohibited in “Nature Preserves.”

ARTICLE IV
REGULATIONS GOVERNING THE USE OF RECREATION
BUILDINGS,
ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES,
AND PICNIC AREAS

SECTION 401- USE OF RECREATION BUILDINGS, ATHLETIC
FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS

Recreation centers, reservable picnic areas, athletic fields within the District's community parks, are available for the use of persons and groups subject to the issuance of a permit and payment of fees therefore. All applications for use shall be made in accordance with Section 109 and must be signed by an adult, who shall agree to be responsible for said use. No use permit shall be granted if there is a conflict with a prior reservation or a District-sponsored event. Appeal of a decision may be made in accordance with Section 110 herein. Use of District facilities is subject to the rules and regulations established in District's GENERAL USE POLICY.

Any request that will place a major impact on a given facility, as determined by the General Manager, will be subject to Board approval. All requests are subject to the District priority-ranking classification (Section 406), and fee schedule (Section 502). The General Manager ~~or designee~~ reserves the right to cancel a permit ~~or application for a permit~~ with 30 days written notice.

Applications are immediately revocable and all deposits forfeited if false statements are made in reserving a facility, or if the individual or group violates any rule or regulation established by the District, or any other applicable law or regulation. Applicants shall be responsible for the condition in which they leave District premises. If District property has been damaged or abused beyond normal wear, ~~applicants~~ the Applicants shall be responsible for the reasonable costs to replace, repair, or clean such property. Any individual, organization, or group that is responsible for damages to the District's facilities shall pay for all such charges as determined by the District. No individual, group, or organization owing any outstanding debts or obligations to the District shall be permitted to use District facilities until such debts are paid.

District personnel will open, close, and supervise the use of the buildings and, when required, monitor the use of the grounds.

SECTION 402- APPLICATION FOR USE AND SCHEDULING

Applications for use shall be made in accordance with ~~Section~~ Sections 109-114. Exceptions will be based on event size, type, and location requested. ~~These~~ Exception requests may be

waived if requests for waiver are submitted in writing and require the General Manager's ~~or designee~~ approval.

SECTION 403- EXTENDED USAGE

Facility usage may be granted for a maximum period of six months. Requests for facility usage exceeding six months require the General Manager's ~~or designee~~ approval. Scheduled groups may be subject to cancellation on 30 days' written notice or when a determination is made in accordance with Section 109. When cancellation is necessary, the District will attempt to relocate the activity.

SECTION 404- HOURS

Buildings, park areas, and athletic facilities are available for individual and group use during normally scheduled hours (dawn to dusk unless otherwise posted) of operations pursuant to the District's General Use Policy. Sports parks and complexes equipped with field lighting can be utilized until 10 p.m. with a permit. Exceptions are subject to General Manager ~~or designee~~ for approval.

SECTION 405- RENTAL PERIODS

Minimum building rental periods are ~~based on~~ two or four hour increments depending on facility. The time indicated on the application will reflect the actual facility use time, which includes setup and cleanup. Charges for additional time beyond the two or four hour block will be based on an hourly rate. Exceptions are subject to General Manager ~~or designee~~ approval.

SECTION 406- PRIORITY OF USE

Use of facilities is based on when the application is received, rental availability, and priority ranking. Groups ranked at a low priority may be subject to rescheduling with 30 days' written notice. In that case, the District will attempt to relocate the group to another District facility.

Group priority rating shall be as defined in Section 504:

- a. Class 0- District activities
- b. Class 1- Community Service Organization
- c. Class 2 - Resident Organization
- d. Class 3- In-District Resident
- e. Class 4- Out of District or Non-Resident

SECTION 407- DAMAGE TO DISTRICT PROPERTY

Individuals or groups causing damage or excessive wear and tear to any building, turf, grounds, fixtures, furniture, or appurtenances shall be required to reimburse the District for all costs involved to clean, repair, restore, or replace the building, grounds, fixtures, furniture, or appurtenances to the original conditions. The individual and/or group may be removed and/or banned from future use of facilities.

SECTION 408- USE OF RESERVABLE PICNIC AREAS

Certain areas within the District's community parks may be reserved for picnics by persons or groups. All applications must be signed by an adult who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a prior reservation or a District-sponsored event taking place at the same time and place. No use permit shall be granted for reservable picnic areas outside normally scheduled hours of operations pursuant to the District's General Use Policy, unless the park has appropriate lighting.

~~A group consisting of more than 15 persons must file~~ An organized group (25 or more) must obtain a permit for all reservable picnic areas. Groups ~~of fewer than 15 that have less people than an organized group~~ may use any designated reservable or non-reservable area of any park on a first-come, first-served basis, however, such groups must vacate any reservable area at the time a permit group arrives. Neighborhood parks may be non-reservable. Individual picnic tables are available on a first-come, first-served basis in all non-reservable areas (Section 113.)

SECTION 409- PROHIBITION ON USE OF ~~TOBACCO-TOBACCO- OR MARIJUANA-~~ RELATED PRODUCTS

No smoking of any kind on District property to include all ~~tobacco-related tobacco- and marijuana-related~~ products, and all forms of electronic smoking devices, and other vaporizing products.

SECTION 410-ALCOHOL IN RECREATION BUILDINGS AND PARKS

The sale, serving, or consumption of alcohol is prohibited in a District building except by a group ~~making such a request and receiving~~ all necessary permits ~~have been approved and fees paid, insurance and paying all applicable fees.~~

Alcohol may not be possessed or consumed on District parks and facilities unless allowed by a permit issued by the District. The sale or serving of alcohol is not permitted in parks except by a group ~~making such a request and receiving~~ all necessary permits have been approved and paying all applicable fees ~~paid~~. The sale or serving of alcohol is prohibited at all sporting and youth events except as approved by the General Manager ~~or designee~~.

SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS

Certain athletic fields may be reserved for use of persons and groups. All applications for use must be signed by an adult over ~~21-18~~ years of age who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with

a District-sponsored event taking place or a prior reservation at the same time and place. No use permit shall be granted for the use of any reservable field before 8:00 a.m. ~~or~~ as determined by the General Manager ~~or designee~~, or beyond sunset unless the field has appropriate lighting.

- a. No person shall engage in any activity on an athletic field owned or operated by the District other than the playing of specific activities for the designated fields.
- b. Private instruction for personal gain is expressly prohibited.
- c. Organized instruction is permitted only for classes/instruction/clinics approved by the ~~Pleasant Valley Recreation and Park~~ District.

SECTION 412- USE OF SPORTS PARKS/COMPLEXES

Sports parks/complexes in the District are ~~considered to be~~ the following ~~locations~~: Pleasant Valley Fields, Bob Kildee Park, Freedom Park, and Mission Oaks Park. ~~They~~ These are ~~defined as~~ complexes of 10 acres or more in size ~~acres where the primary use is primarily used~~ for competitive activities which ~~through casual or organized participation~~ provide competition and have governing bodies.

A permit is required ~~at these locations if there are more than 5 people participating in any form of activity for the use of these facilities by any organized group.~~

SECTION 413 - EXCLUSION FROM DISTRICT AREAS AND FACILITIES

In the interest of public health, safety, and welfare, it may be necessary to exclude persons or groups from District areas and/or facilities. Such action may be taken by a designated representative of the General Manager, subject to appeal to an Administrative Hearing with the General Manager.

Any person who has been excluded from District areas and/or facilities pursuant to this section, who enters upon the District areas and/or facilities during the period of the exclusion without the written permission of a designated representative ~~is~~ guilty of a misdemeanor.

ARTICLE V

FEEES AND DEPOSITS

SECTION 501- PURPOSE

Fees and charges may be levied to offset District expenses incurred in providing services.

SECTION 502- FEES

The District-~~'s~~ Board of Directors shall establish reasonable fees for the use of District property. Full payment is due 30 days prior to the use date. Fees will be reviewed annually.

SECTION 503- BASIC RATE

Building

During normal hours of operation of facilities as defined in Section 404, rates will include the use of rooms, chairs, tables, setup, and cleanup. ~~These-~~The following services are also available ~~at-for~~ an additional fee: security, custodial service, and other services identified ~~by~~ staff in advance of permittee-~~'s~~ use as set forth in the District's General Use Policy. ~~When~~ Use at a time when the facility is normally closed, ~~-~~ will result in the assessment of additional fees ~~will be assessed.~~

Athletic Facilities

During normal hours of operation, basic rates include the following:

- a. Use of the athletic fields and supporting structures.
- b. Use of onsite restrooms.
- c. Basic turf management such as watering, mowing, and edging fields.
- d. Staffing costs.

Basic rates do not include:

- a. Diamond preparation and ball field lining.
- b. Lighting.
- c. Removal or installation of athletic field equipment (bases, pitcher's mound, goals-~~_~~ etc.)~~-~~ and special location of base anchors, goals, bleachers, or other equipment.
- d. Sporting equipment such as balls, nets, gloves, etc.

- e. Cleaning of the area following the event.

Picnic Area Areas

During normal hours of operation as set forth in the District's General Use Policy, rates include picnic tables and ~~barbecue barbecues, where~~ if available, and outdoor restrooms. Rates do not include supervision or special setup of tables. Outside items, i.e., tables, chairs, and barbeques etc. are not permitted without approval by the General Manager ~~or designee~~.

SECTION 504- CLASSIFICATION OF FACILITY USES AND FEE CHARGES

Class 1

- a. ~~Recognized~~ For a recognized District Community Service Organization as approved by the District's Board of Directors. ~~Fees, fees~~ are subject to the individual group's Memorandum of Understanding (MOU) with the District.

Class 2 - Half of Basic Rate (50%)

- a. Resident Organization

Local school districts, government agencies, and non-profit organizations may have fees waived for reciprocal services as approved by the General Manager ~~or designee~~.

Class 3 - Full Basic Rate (100%)

- a. In-District Resident
- b. Individuals, groups, and organizations that hold private functions.
- c. Any individual or group reserving Fridays and Saturdays

Class 4 - Full Basic Rate plus 25 Percent (125%)

- a. Out of District
- b. Non-resident

SECTION 505- ADDITIONAL CHARGES OVER BASIC RATE

Additional charges will be levied over basic ~~rate~~ rates as defined in Section 503 and as set forth in the District's General Use Policy under the following conditions:

- a. When extraordinary use requires field renovation or rehabilitation.
- b. All non-residents will pay a 25 % additional fee.

~~e. Full payment is due 30 days prior to the use date.~~

- ~~c.~~ ~~d.~~ An additional fee is required when alcohol ~~is~~ will be served or sold at a function.
- ~~d.~~ ~~e.~~ Additional administrative fees may be charged on all applicant-initiated changes, including cancellations.
- ~~e.~~ ~~f.~~ The District may require security guards for certain events or functions at an additional fee. The District will make the arrangements with an approved vendor.
- ~~f.~~ ~~g.~~ When a facility is not normally open and recreation staff or custodian is required to be on duty additional fees accrue. The minimum hourly coverage for custodian is two hours.
- ~~g.~~ ~~h.~~ When recreation staff is needed for facility control additional fees accrue.
- ~~h.~~ ~~i.~~ When ball field lights or other special equipment are required additional fees accrue.
- ~~i.~~ ~~j.~~ When facility damage and/or liability insurance fees are required additional fees accrue.
- ~~j.~~ ~~k.~~ Outdoor facilities including picnic shelters and sporting facilities may be subject to additional fees required for dumpsters and portable toilets to accommodate groups of people that exceed ~~the facilities a facility's~~ maximum occupancy.
- ~~k.~~ ~~l.~~ The determination of requirements for additional personnel and associated charges thereof shall be made by the General Manager or designee.

SECTION 506- REFUNDABLE DEPOSITS AND CANCELLATION REFUND POLICY

The application fee is non-refundable. Cancellations must be made through the District office no later than ~~30~~ days prior to the use date to qualify for a refund of other paid rental fees minus the non-refundable application fee.

Cancellations must be made through the District office no later than 30 days prior to the use date to qualify for a refund of rental fees paid, less the non-refundable application fee. Additional fees may apply for "no shows".

SECTION 507- PAYMENT OF DEPOSITS AND FEES

The park, field, or facility is reserved only when ~~the a~~ completed Application is accepted and approved by the District office ~~and~~ after applicable fees are paid.

A payment equal to 50% of the total applicable fees must be paid at the time the application is approved by the District, as set forth in the District's General Use Policy. If the reservation is made 30 days or less prior to the event, full payment is due at time of application.

SECTION 508- ALCOHOL PERMITS

A State Alcohol Beverage Control Board permit is required when alcoholic beverages are sold. Such permit shall be obtained by the group using the facility and filed with the District.

SECTION 509- SETUP

The District will perform setup and breakdown unless otherwise stated in the application. Basic cleanup, including placing all trash in bins provided, will be the responsibility of the group utilizing the facility. When District personnel are required for setup, finalized setup instructions must be submitted a minimum of 15 business days prior to the event date; ~~otherwise- or~~ additional fees may apply.

SECTION 510- DECORATIONS

When decorations are to be used, prior approval shall be obtained by the user from the District's ~~designee~~ Parks Services Manager. No duct tape, tacks, nails or glue are allowed on any walls, columns, ~~or~~ counter or floor surface. Use of blue painters tape is allowed, with full removal at the end of the event. If confetti is used at the event, all evidence of use must be removed. Use of lighted candles or any other open or enclosed flame is prohibited.

~~SECTION 511- CANCELLATION REFUND POLICY~~

~~Cancellations must be made through the District office no later than 30 days prior to the use date to qualify for a refund of paid rental fees minus non-refundable application fee. Additional fees may apply for "no shows".~~

SECTION 511- SECTION 512- SECURITY

To ensure proper use and control of facilities and equipment, security may be required under the following circumstances:

- a. If an event places a major impact on the facility as determined in the General Manager's sole discretion.
- b. When alcohol is being served, sold, or consumed.
- c. When additional precautions are deemed necessary due to the nature of the event as determined in the General Manager's sole discretion.

~~d.~~ The District will arrange for Security Guards any required security guards at the event ~~and costs will be passed onto at~~ the Applicant's cost.

~~e. Security Guards on duty for a function must report. If security is required, security guards must begin their shift a ½ hour before the scheduled event starts and remain on duty for a ½ hour after the event is scheduled to end and must stay until all attendees have left.~~

~~f. The applicant shall be responsible for payment to the District of all fees for these services. Additional security measures may be required to protect the general public and District property. When security is required by the District or requested by the applicant. When security is required by the District or requested by the Applicant, the application requires approval by the General Manager or designee.~~

SECTION 512- ~~SECTION 513-~~ WAIVERS

The requirements in this Article V may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

SECTION 513- ~~SECTION 514-~~ FILMING

A filming permit and application must be ~~obtained from the District and~~ approved prior to filming taking place. Individuals engaged in the making of movies, still photography, or television films for commercial purposes shall observe the following procedures. Permission to film on District property pursuant to this section may be granted by the General Manager ~~or designee~~ as set forth in the District's General Use Policy.

SECTION 514- ~~SECTION 515-~~ LIABILITY INSURANCE

A certificate of insurance evidencing required coverage amounts and additional requirements as set forth in the District's General Use Policy and naming the District, its elected officials, officers, and employees as an additional insured must be submitted ~~14-5~~ working days prior to date of building use by any group for commercial purposes, and by any group conducting an event where there is a major impact for any event scheduled more than 5 days in advance. The amount of liability insurance required shall be determined by the District ~~and may be waived if requests for waiver are submitted in writing and require the General Manager's approval.~~

SECTION 515- ~~SECTION 516-~~ PARKING FEES

~~Normally~~ District parking facilities are typically available to patrons at no charge, however, in select situations, the General Manager with approval by the Board of Directors may establish parking fees. The General Manager is authorized to determine when that fee shall be implemented.

Vehicles entering Camarillo Grove Park ~~does requires must pay~~ a parking fee ~~for vehicular traffic either~~ by purchasing a daily or annual pass.

ARTICLE VI

GENERAL

SECTION 601—REPEAL OF PRIOR VERSIONS OF ORDINANCE NO. 8

This Ordinance repeals and supersedes any prior versions of Ordinance No. 8, which are no longer of any force or effect.

SECTION 602—EFFECTIVE DATE

This Ordinance shall be effective 30 days after its adoption by the District Board of Directors.

SECTION 603—PUBLICATION AND POSTING

The Board's Clerk shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, ~~2015~~2017.

Chairperson

~~Elaine~~ ~~Magner~~ Neal Dixon,

Board of Directors

ATTEST:

~~Neal Dixon~~ Bob Kelley, Secretary

Board of Directors



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**ORDINANCE No. 8
GOVERNING USE OF PARKS,
RECREATION AREAS AND FACILITIES**

Board Introduction – October 4, 2017
Public Posting – September 19, 2017
Board Adoption – January 3, 2018

**ORDINANCE No. 8 GOVERNING USE OF PARKS,
RECREATION AREAS AND FACILITIES**

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The Board of Directors of the Pleasant Valley Recreation and Park District ordains as follows:

GENERAL CONDITIONS

SECTION 101- PURPOSE/SEVERABILITY

The purpose of these provisions is to provide rules to govern the use of District parks, recreation areas and facilities in order that all persons may enjoy and make use of such parks and buildings and to protect the rights of all concerned. If any provision or clause of this Ordinance or the application thereof is held invalid or unconstitutional, such declaration shall not affect the other provisions or applications of this Ordinance, which can be given effect without the invalid provision or application and, to this end, such provisions of this Ordinance are declared to be severable.

SECTION 102- DEFINITIONS

The following words and phrases, whenever used in this Ordinance, shall be construed as defined in this section:

- a. **“Applicant”** shall mean an individual who submits an application for a District use permit to utilize a District facility, park or building.
- b. **“Administrative Hearing”** shall mean a civil proceeding to contest a civil penalty citation.
- c. **“Alcoholic Beverage”** shall mean alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or combined with other substances.
- d. **“Aircraft”** shall mean any device that is used or intended to be used to carry a person or persons in the air.
- e. **“Amplified Sound”** shall mean sound projected and transmitted by electronic equipment, including amplifiers, radios, or other devices.
- f. **“Article”** shall mean an article of this Ordinance unless some other Ordinance, policy, or statute is stipulated.
- g. **“Basic Date”** shall mean the date for use of specific areas of District lands based upon Section 503.
- h. **“Building”** shall mean any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

- i. **“Citation”** shall mean a civil or administrative penalty citation issued in accordance with Government Code Section 53069.4 charging a Citee with an ordinance violation pursuant to this Ordinance.
- j. **“Citee”** shall mean the person served with a civil penalty citation charging them as a responsible person for an Ordinance violation.
- k. **“Community Service Organizations”** shall mean an organization that performs a service for the benefit of the public, is sponsored and approved by the Pleasant Valley Recreation and Park District, and the Organization resides within the District boundaries. These activities are not part of the “District” programs/classes.
- l. **“Competitive Activity”** shall mean an event or gathering in which one or more persons meet to **test skill and/or ability and focused on winning.**
- m. **“District”** shall mean the Pleasant Valley Recreation and Park District and/or all land managed by Pleasant Valley Recreation and Park District.
- n. **“District Activities”** refer to District directed, sponsored programs or approved activities.
- o. **“District Community Service Groups”** shall mean resident organizations approved by the District’s Board of Directors that conduct organized activities and programs.
- p. **“District Lands”** shall mean all lands and facilities under ownership or control of Pleasant Valley Recreation and Park District. “District Lands” are sometimes referred to herein as “District property.”
- q. **“Enforcement Officer” or “Ranger”** shall mean any District employee or agent of the District with the authority and responsibility to enforce provisions of this Ordinance as authorized in accordance with Section 103.
- r. **“Hearing Officer”** shall mean a person appointed by the District to conduct, consider, and decide administrative hearings. Prior to being appointed, a hearing officer must first be designated by the General Manager as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.
- s. **“Facility”** shall mean any building, structure, park or facility under the ownership, management or control of the District and available for public use.
- t. **“Fund Raising”** means the activity of raising money: organized activity of soliciting and collecting money for a nonprofit, service group or political organization. This shall mean funds derived from the event must be spent within the Community.
- u. **“General Manager”** means the District’s chief administrative officer or his or her designee.

- v. **“Green Space”** community space consisting of land (such as parks) rather than buildings and use that is maintained for recreational enjoyment.
- w. **“In-District Resident / In-District Resident Group / In-District Public/ In-District General Public”** shall mean any person who resides within the boundaries of the District.
- x. **“Issuance Date”** shall mean the date when a citation is served on the Citee.
- y. **“Leash”** shall mean a lead on a dog of a length of six (6) feet or less.
- z. **“Major Impact”** shall apply when the nature of the activity or proposed use is found to (a) limit the use of the facility, (b) cause damage or nuisance to the neighbors, (c) require parking beyond capacity of the park, or (d) any use that is deemed extraordinary.
- aa. **“Organized Group”** a meeting or assembly at one of the parks that includes more than 25 people, including but not limited to picnics and parties for family, religious institution, community or school events, or other similar activities.
- bb. **“Organized Use / Organized Sports”** meeting any one of the following conditions: 1) league games, practices, tournaments, clinics, instruction, special events; or other uses where a fee is charged for participation, 2) a rental application requesting more than three dates of use, 3) a rental application requesting more than one field.
- cc. **“Open Space”** shall mean all lands under the ownership, management, and/or control of the District that are left in a natural vegetative state with limited public access.
- dd. **“Out-of-District / Non-Resident, Group or Organization”** shall mean any person, group, organization, association, partnership, firm, entity, or corporation that resides outside the District’s boundaries.
- ee. **“Park”** shall mean all grounds, roadways, building, structures, and lands acquired by the District or any area to which the District holds title or exercises delegated authority.
 - a. **Neighborhood Park** means a park generally up to 10 acres in size which serves as a social and recreational focal points for neighborhoods. Many include playgrounds and may offer a range of facilities and passive or active recreation in response to demographic and cultural characteristics of surrounding neighborhoods. Neighborhood parks are largely accessible by foot, bicycle, within at least a quarter-mile radius from residences, providing easy access especially for children and senior adults.
 - b. **Community Park** means a park that generally ranges in size from 10 acres to larger that serve as a recreational point for the community. Many include:

playgrounds, pavilions, restrooms, sports fields, and offer active and passive space.

- c. **Sports Park** a park that is generally 10 acres or larger. These parks serve as a location to host competitive activities which through casual or organized participation provide competition and have governing bodies.
- ff. **“Permit”** shall mean a permit for use of parks, equipment, or buildings as provided for and defined within District ordinances.
- gg. **“Person”** shall mean any individual or group of individuals, and a natural person or any other legal entity, including its owners, majority stockholders, corporate officers, trustees, and general partners.
- hh. **“Resident Organizations”** shall mean public and private educational, service and civic groups and non-profit organizations with members who reside within the District when such groups are located within the District and providing programs open to the public with a primary purpose of recreation and/or youth service.
- ii. **“Responsible Person”** shall mean a person who creates, causes, maintains, or allows an ordinance violation to exist or occur by their action or failure to act.
- jj. **“Section”** shall mean a section of this Ordinance unless some other statute or policy is specifically identified.
- kk. **“Special Use Activities”** includes any event that requires careful evaluation of the Applicant’s participant access and risk management procedures, i.e. use of alcohol or dances.
- ll. **“Structure”** means anything constructed or erected which requires a location in or on the ground or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building’s architectural features and roof appurtenances required to operate and maintain the building, but not including fences or walls used as fences less than six feet (6’) in height.
- mm. **“Trail”** shall mean any path or access through District lands, land maintained by District or open space constructed or maintained for the use of pedestrians, handicapped patrons, equestrians, or bicyclists.
- nn. **“Vehicle”** means every device by which any person or property is or may be transported or drawn upon a public street or highway excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks as defined in Section 670 of the California Vehicle Code.
 - a. **Oversized Vehicle** – is any motorized vehicle or combination of motorized vehicles and non-motorized vehicles or trailers that: 1) meets or exceeds twenty-two (22) feet in length at any time or 2) meets or exceeds the

combination of both more than eight (8) feet in height and also exceeds seven (7) feet in width.

- oo. **“Violation”** means a violation of the District’s ordinance(s), including this Ordinance.

SECTION 103- AUTHORITY AND ENFORCEMENT

The District’s Board of Directors authorizes the General Manager to implement and administer the policies, ordinances, and regulations contained herein. Whenever a power is granted to, or a duty imposed on, the General Manager, the power may be exercised, or the duty performed, by the General Manager. Unless this policy expressly provides otherwise the General Manager shall enforce the provisions of this Ordinance. The General Manager shall also have the authority to implement reasonable rules and regulations to protect the public health, safety, welfare, and the resources under the District’s care.

District Park Rangers (“Rangers”) are uniformed District employees, designated as peace officers pursuant to Penal Code Section 830.31(b), whose primary duty is to protect District Lands and preserve the peace therein. Rangers are authorized to enforce all District ordinances, rules and regulations, all laws of the State of California and all applicable municipal laws and ordinances. Consistent with Public Resources Code Section 5786.17 and the provisions of this Ordinance, Rangers are authorized to warn and evict persons, and issue citations for any misdemeanor or infraction violation of District ordinances, rules and regulations, and applicable municipal laws or ordinances, and state law, when the violation is committed within District Lands and in the presence of the Ranger issuing the citation. Rangers may also issue civil or administrative penalty citations. Rangers must carry identification and shall issue citations in accordance with Penal Code Section 853.5 *et seq.*

SECTION 104- COMPLIANCE

Persons entering District Lands may remain as long as they abide by the adopted ordinances, rules, and regulations of the District; applicable laws and ordinances of the State of California; County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these ordinances, rules or regulations or any other applicable laws, will represent a further and separate violation of this Ordinance. Additionally, no person shall violate any order or provision thereof posted on District Lands by the General Manager.

SECTION 105- ENFORCEMENT; PENALTIES

Unless otherwise specified in this Section, pursuant to Public Resource Code section 5786.17, any person within District Lands who violates any provision of this Ordinance, the conditions of any permit issued pursuant thereto, or any adopted rule or regulation relating to District Lands is guilty of an infraction pursuant to the California Penal Code (Penal Code) for the first violation. A fourth violation of the same provision within one year shall be a misdemeanor pursuant to Penal Code.

Violations of Section 202, "Vehicles and Parking", Subsections a, b, c, d, f, g, j, k, and l are subject to the civil penalty citation process set forth in Section 106.

The first and any subsequent violation of the following Sections shall be misdemeanors:

- 116 – Violation of Permit
- 205 – Firearms and Weapons
- 206 - Hunting
- 207 - Vandalism
- 215 - Nudity
- 222 – Alcoholic Beverages, Intoxicated Persons, Dangerous Drugs
- 233 – Public Urination
- 302 - Access
- 413 – Exclusion from District Areas and Facilities

A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed Five Hundred Dollars (\$500). A violation of this Ordinance which is a misdemeanor will be punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment in the County jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

In accordance with Government Code Section 53069.4, the District may make any violation of District ordinance(s), including this Ordinance, subject to a civil or administrative penalty in lieu of issuance of a citation for an infraction. Sections 106 through 108 set forth the procedures governing the District's imposition, enforcement, collection, and administrative review of administrative penalties. The term "administrative penalty" in this Ordinance is also referred to as "civil penalty".

SECTION 106- ADMINISTRATIVE PENALTY PROCEDURES

This section establishes the administrative procedures for the imposition, enforcement, collection, and review of civil penalties by the District pursuant to Government Code Section 53069.4.

The issuance of a civil or administrative penalty under this section is solely at the District's discretion and is one option the District possesses to address violations of this Ordinance. By adopting these provisions, the District does not intend to limit its discretion to utilize any other remedy, civil or criminal, for any violation of the Ordinance.

A Citee may request a preliminary review of a citation within 14 days of the date the citation is issued. The Citee must submit a completed preliminary review request form, a copy of the citation, and any additional information demonstrating the reason(s) why there was no violation or why the Citee is not a responsible person for the violation to the District's Park Services Manager. The purpose of the review is to identify any improper citations due to errors that are readily verifiable and not to resolve factual disputes concerning the citation.

The preliminary review shall be conducted by the District's Park Services Manager or his or her designee. The reviewer shall not be the enforcement officer who issued the citation.

If the determination of the preliminary review is that the citation is improper, the citation shall be dismissed. The Citee shall be notified of the results of the review in writing within 15 working days of receipt of the request.

A request for preliminary review does not extend any time periods for compliance, the penalty due date, or the time to request an administrative hearing.

Any Citee may contest a civil penalty citation by filing a signed written request for an administrative hearing stating the grounds for contesting the citation. The request must be received by the District's designated third-party administrator's office within 35 days of the date the citation was served and be accompanied by a deposit of the full amount of the penalty.

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full citation amount, the District's third-party administrator shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District's third-party administrator shall notify the Citee of the date of the hearing.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the citee or the District's designated representative. All continuance requests must be made in writing and received by the District's third-party administrator at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District's third-party administrator. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District's third-party administrator at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation. Neither the enforcement officer nor any other District representative shall be compelled to attend the hearing. However, any such appearance or submission may be made at the discretion of the enforcement officer.

The hearing shall be conducted informally and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to appear at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation and any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

SECTION 107- ADMINISTRATIVE PENALTY CITATIONS

Upon determining that a provision of this Ordinance has been violated, a Ranger has the authority to issue a civil penalty citation to any Responsible Person. A Responsible Person upon whom a citation is served is liable for and shall pay the penalties described in the citation. A citation may be issued for the violation of one or more ordinance sections and for each day that the violation exists. Hence, each ordinance violation is a separate violation and subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Responsible Person;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;
6. Brief description of the violation;
7. Amount of the penalty;
8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Ranger;
11. Date the citation is served; and
12. A distinct citation number.

A Ranger may personally deliver the citation to the Citee place the citation on the Citee's vehicle or may mail the citation by first class mail to the Citee's last known address.

SECTION 108- PAYMENT OF ADMINISTRATIVE PENALTIES/CITATION

The District's Board of Directors has, by resolution, adopted a penalty/citation fine schedule to establish the amount for violations of any civil penalties and provisions of District ordinances. The Board reviews the penalty/citation fines periodically.

Citations shall be paid to the District's designated third-party administrator within 35 days of the due date. Citations not paid in accordance with the provision of this Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a citation shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but not limited to issuing additional civil penalty citations or filing a criminal complaint.

SECTION 109- APPLICATION FOR USE

The General Manager is authorized to grant or deny all applications for use of District facilities. All applications for use of District parks, fields, or buildings shall be filed by an adult 18 years of age or older. The park, field, or facility is reserved only when the completed Application is accepted and approved by the District office after all applicable fees are paid.

All applications for use shall comply with the District's General Use Policy for specific requirements for the application process. All applications must comply with the insurance requirements as set forth in General Use Policy.

SECTION 110- USE PERMIT RIGHT OF APPEAL

An Applicant may appeal the decision of a District representative regarding facility permits to the General Manager. The Applicant must file such appeal with the General Manager within four working days of the mailing of the representative's decision. The General Manager may hold a hearing within five working days of the filing of such appeal at which time the Applicant may present any and all evidence, testimony, and information relative to the application. The General Manager shall, within 72 hours of said appeal hearing, issue a decision either affirming or denying the decision on the application and, if the decision is to issue the permit, add appropriate terms and conditions to the permit. The General Manager shall specify grounds for upholding the denial of a permit. The decision of the General Manager may be appealed to the Board. An appeal to the Board shall be filed within five working days of the General Manager's decision.

SECTION 111- INTERFERENCE

No person shall attempt to use or interfere with the use of any facility which is reserved for another person or organization holding a permit.

SECTION 112- LIABILITY

As part of a use permit application, the Applicant must agree in writing to release and hold the District harmless, and to indemnify the District from any and all liability for injury to persons or property, including District Lands, occurring as the result of the activity being undertaken by the Applicant. Any person exercising any of the privileges authorized by this Ordinance does so at his/her own risk without liability on the part of the District for any injury to persons or property resulting therefrom.

These requirements may be waived by the General Manager, in his or her sole discretion, upon receipt of a written request for a waiver.

SECTION 113- USE OF DISTRICT LANDS

The District's reservable areas may be made available for the use of persons and groups subject to the issuance of a permit and the payment of required fees. A permit is required for the use of District Lands for assemblies or organized group. Each application for use of District Lands must be signed by an adult 18 years or older who agrees to be responsible for said use; however, when alcohol may be present an application must be signed by an adult 21 years or older. A group that exceeds the maximum attendance listed on its permit will be required to pay additional fees. These additional fees will be charged for portable toilets, garbage dumpsters, an additional cleaning deposit, staff time, and any other costs incurred by the District as a result of a group's use of District Lands. The District will make arrangements for these items to be placed on District Lands and the cost of these items will be passed on to the Applicant.

SECTION 114- PERMIT

Pursuant to the application process set forth in Section 109, if approved, a use permit will be issued by the District.

SECTION 115- DISTRICT RIGHT TO ALTER USE

The District reserves the right to alter any previously scheduled use to minimize interference with District activities or to suspend an existing use application if the user or any of his or her agents, employees, or guests violates any section of the District's General Use Policy or any District ordinance or other applicable law.

SECTION 116- VIOLATION OF PERMIT

Violation of any terms, conditions, rules, and regulations of the permit by the permittee or any agent, guest, or employee of permittee is prohibited. The General Manager reserves the right to: (1) revoke any permit for a violation of terms of the permit or any District ordinance or other applicable law, with or without notice to the persons or organization to whom the permit was issued, and (2) enforce any applicable penalties as set forth in Section 105.

SECTION 117- SALES, SOLICITATION, AND UNLAWFUL ADVERTISING

To prevent littering and the destruction of District property, it is unlawful to post, place, erect, or leave posted, placed or erected, any commercial or noncommercial bill, handbill, circular, notice, paper, banners, or advertising device or matter of any kind, in or upon any building, structure, pole, wire, or other architectural or natural feature of whatever character, or on vehicles. The only exception to this prohibition on posting is upon a bulletin board or such place especially designated and provided for such purposes by the District.

SIGNAGE

- a) It is unlawful for any person to place or maintain any commercial sign, which includes billboards and banners, on any District property without District authorization.
- b) It is unlawful for any person to paint or attach any sign or advertisement to or upon any District property.
- c) Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.
- d) Exceptions to the provisions of this section shall be pre-approved by the General Manager.

Permission must be obtained from the General Manager before a permit is issued authorizing use of any park or building when the activity proposed is to be held for commercial activity including:

Advertising for sale any product, goods, wares, merchandise, services, or event.

Conducting or soliciting for any trade, occupation, business, service, or profession.

SECTION 118 – CONDUCTING BUSINESS IN A DISTRICT PARK

“Business,” for the purpose of this section, means and includes any activity which involves the sale of any goods or services, whether conducted for profit or not, and regardless of by whom the activity is conducted.

- a. No one shall conduct any business in any District park except as provided in this section and section 117.
- b. Anyone desiring to conduct business in any District park shall apply to the District for a permit to do so, on an application form prepared by the District.
- c. Application Information required:
 - 1. Name and address and phone number of the Applicant, and if by a corporation, the officers of the corporation;

2. A description of the park location at which it is desired to conduct such business;
3. A copy of a current city business license, or proof of application;
4. Types of any services or items to be sold;
5. Description of how business will be conducted, and a drawing of the vehicle or stand from which goods will be sold, to show its size, color, all proposed signage, etc., and a description of means by which goods will be transported to and from the site;
6. A statement signed by the Applicant agreeing to indemnify, defend and hold harmless the District and its directors, officers, and employees from any claims for injuries or damage alleged by any person to have been caused by such activity;
7. If goods are to be sold from any stand or cart, proof of insurance in the amount of \$1,000,000, or as required by District standards, to cover claims for injury or damages suffered or alleged to have been suffered by any person as a result of such activity, which insurance policy shall name the District as an additional insured and shall provide it cannot be canceled except after ten days' written notice to the District and proof of Worker's Compensation meeting the requirements of state law if applicable; and
8. Proof of application for all permits required by other public agencies such as County Health.

Issuance of a permit by the District shall not be deemed to be an endorsement by the District of any product or any form of District warranty concerning the product's fitness for use or consumption.

APPLICATION FEE AND REVIEW

Each application made under this section must be accompanied by a non-refundable fee of \$100 or it will not be accepted and all such applications shall be reviewed by District staff.

- a. No permit shall be issued if it is found that the application does not conform to this section or additional guidelines issued by the District, or it is found that its issuance would interfere with safe use by the public of any park or District Lands.
- b. The District may limit the number of any permits at any given park if it finds that such limitations is necessary to protect the public health and safety. Each permit shall include conditions such as hours of permitted use and other requirements found necessary. The District may refuse to issue permits during any District special events.

c. No permit shall be issued for more than one year from the date of issue. A permit may be renewed upon application and payment of another application fee unless it has been found that the permittee has failed to comply with this section or to the terms and conditions under which it was issued, or it is found that such permit is inconsistent with the public safety or public use of such park or District property.

d. All permits issued under this section shall be nontransferable and may be used only by the permittee. Fees in addition to the application fee may apply.

OPERATION RESTRICTIONS

Each permittee shall comply with the following requirements as to operation:

- a. Prices of all items offered for sale must be conspicuously posted where the goods are sold.
- b. The permittee or his/her employee or agent shall pick up and keep the location and surrounding area (at least 50 feet in each direction) of his or her use free from all litter and permittee shall provide, and remove/empty at the end of each period of use, a suitable container for placement of litter by customers and other persons.
- c. The permittee shall conduct business only at the location or locations specified in the permit and during the hours specified on the permit.
- d. No stand or cart shall ever be left unattended, and each cart or stand shall be removed from its location each night between dusk and 7:00 am.

PERMIT REVOCATION

The General Manager, in his or her discretion, may at any time revoke any permit issued under this section if he or she finds it necessary to do so to protect the public health and safety or if the permittee has violated any terms or conditions of such permit.

PERMIT ISSUANCE

The General Manager may issue permits under this section when the conduct of the proposed trade, occupation, business, service, or profession is compatible with usual park activities and uses, is of convenience or benefit to park patrons, and does not conflict with the business of established concessions. A use fee may be charged to cover administrative costs of the issuance of such permit and costs associated with the use of District facilities.

No person shall, without a District permit, solicit, in any manner or for any purpose, or sell or offer for sale any goods, wares, or merchandise, or give or distribute handbills, advertising matter, or literature except under the following conditions:

- a. When a concession is operating under lease or contract authorized by the General Manager.

- b. When an athletic team that is a member of a community service organization and admits all members of the general public to the extent of capacity without discrimination and without charge to any game played, such athletic team may solicit voluntary contributions from the spectators attending such game.
- c. When found to be consistent with the policies of the District or to promote a District program under conditions prescribed by the General Manager.
- d. When all necessary fees and deposits and proof of insurance has been provided to the District.

It is unlawful for any person or persons to throw, deposit, leave, place or to cause the throwing, depositing, leaving or placing of any commercial or noncommercial handbill or unsolicited newspaper on any District Lands including vehicle windshields; however, it shall not be a violation of this section to hand out or to distribute handbills to any person.

PARK ACCESS DURING PERMITTED ACTIVITY

A permit holder shall not restrict access or charge a fee to access any District-owned lands without the express written permission of the District Board sought at least 60 days prior to the imposition of any fee or restriction of access, which includes, but is not limited to, the locking of any gates or doors that would inhibit free access to District Lands.

SECTION 119- EQUESTRIAN ACCESS

The primary form of access into open space areas shall be via foot or horseback on equestrian trails. No person shall block, obstruct, or impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned, operated or maintained by the District, including but not limited to those equestrian trails and equestrian easements as shown on the final subdivision map of Tract No. 2706 (Las Posas Hills), recorded on October 5, 1979, in Book 84, page 50 of Miscellaneous Records in the office of the Country Recorder of Ventura County, California and as amended in the Judgment recorded on March 22, 1993 bearing Instrument Number 93-065046. Vehicular access for an emergency vehicle or to deliver supplies to a permitted group may be authorized by the District unless prohibited by the above-referenced Judgment. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

ARTICLE II

PARK REGULATIONS

SECTION 201- EXCEPTION

This article does not apply to the operations of District-owned or operated vehicles or persons engaged in official District business.

SECTION 202- VEHICLES AND PARKING

Parking violations are a civil liability and will be subject to an administrative adjudication process as described in Section 106 of this Ordinance.

- a. Without written permission of the General Manager vehicles shall be operated on District Lands only on designated roadways.
- b. Park entrance or parking fee apply where designated and applicable: (a) No person or persons shall enter or remain on District property without having paid the established entrance and/or parking fees. All fees shall be paid at time of arrival either through the purchase of a daily parking permit or presentation of a current annual parking permit. The permit must be visible in the vehicle. (b) Anyone parking on District property pursuant to an overnight permit must show the permit to District staff and/or Park Ranger upon request.
- c. Without written permission of the General Manager vehicles shall not be parked on District property except within designated parking lot areas or within designated markings.
- d. Vehicles shall not be allowed on any grass areas unless the vehicle's owner receives prior written permission from the General Manager.
- e. Vehicles operated within the boundaries of public parks shall be driven at a careful and prudent speed not greater than is reasonable and proper with due regard for the traffic, surface, and width of the roads. In no event shall a vehicle be driven on park property at a speed greater than 15 miles per hour.
- f. Vehicles are subject to removal from District property under the following circumstances:
 1. When a vehicle is parked or left standing on District property when the park is closed to public use.
 2. When a vehicle is parked or left standing upon a roadway in such a position as to obstruct the normal movement of traffic or in such a condition as to create a hazard to other traffic upon the roadway.

3. When a vehicle is parked in a manner that completely or partially blocks the entrance to a driveway.
 4. When a vehicle is parked so as to prevent access by firefighting equipment to a fire hydrant or emergency service.
 5. When a vehicle is parked in any parking restricted zone.
 6. When a vehicle has been parked on District property for more than eighteen (18) consecutive hours without a valid permit.
- g. If an illegally parked vehicle is removed from District property as provided for in this section, the owner shall be liable for all fees, towing, and storage charges.
 - h. No vehicle maintenance may be performed on District property except for minor repairs needed to move a vehicle.
 - i. No vehicle shall be parked on District property after the closing time of the park or facility.
 - j. Disabled Persons Parking Zones
 - k. No Organized Group or person shall inhibit accessor charge a fee to access or park a vehicle at any District owned lands without the express written permission of the District Board 60 days prior to charging a fee or restricting access

It shall be unlawful for the operator of any vehicle other than a vehicle bearing a distinguishing license plate defined by the California State Vehicle Code to stop or park a vehicle in a parking zone identified as reserved for disabled or handicapped persons. The fine for this violation shall be as prescribed by the California Vehicle Code.

1. Improper display of placard. It shall be unlawful to fail to, or improperly display a handicap placard.
2. Space identification. Disabled persons parking shall be designated by blue striping to mark the stall and a profile view of a wheelchair printed within the stall or space as well as a sign with the same type of marking on it.

SECTION 203- RIGHT OF APPEAL

As allowed under Section 110, an Applicant may appeal a decision of a District representative or the General Manager.

SECTION 204- VEHICULAR TRESPASS

Vehicles shall not be operated or parked on any property of the District except on roadways and parking lot areas specifically constructed for vehicular traffic. Vehicle use is prohibited on fire breaks and fire protection roads and hiking and riding trails. An exception may be made for those vehicles which are authorized by the District for such use.

SECTION 205- FIREARMS AND WEAPONS

No person shall carry, possess, set, leave, or deposit, or cause to be fired, across, in, on, or into any portion of District Lands any weapon, gun or firearm, spear, missile, bow and arrow, crossbow, slingshot, trap or hunting device, air or gas weapon, paintball gun, ammunition, throwing knife or axe, martial arts throwing device, or any other weapon or device capable of injuring or killing any person or animal, or damaging property or natural resource, except at posted or authorized ranges and areas designated for such purposes. An exception to this regulation will be made for duly authorized law enforcement officials while acting in their capacity as law enforcement.

SECTION 206- HUNTING

Hunting, shooting, wounding, trapping, capturing, or killing animals on District property is prohibited.

SECTION 207- VANDALISM

It is unlawful for any person to damage, deface, cut, spray, paint, mark, scratch, write on, or otherwise deface or alter any natural feature, trees, fence, wall, building, sign, monument, or other property on District Lands. Persons causing vandalism, or parents of persons under the age of 18 causing vandalism, will be held liable and financially responsible for the full amount of damages, or the maximum amount allowed under the California Civil Code Sections 1714.1 and 1714.3. All provisions of the California Penal Code Section 594 and penalties thereunder are applicable.

SECTION 208- THROWING MISSILES

Throwing missiles, rocks, mud, sand, or any object that may cause bodily harm to others is prohibited on park property. Objects used in recreational activity are exempt from this section provided they are not used in an irresponsible and hazardous manner.

SECTION 209- AMPLIFIED SOUND

Without prior written permission, no person shall play or operate any sound or energy amplification devices, including radios, television sets, public address systems, musical instruments, or similar devices within District Lands.

SECTION 210- GOLF

No person shall drive, chip, or in any other manner play or practice golf, or hit balls on, over, or into District Lands.

SECTION 211- MODEL CRAFT

No person shall operate any motor driven model airplanes or rocketry, cars, boats, drones, or any other model craft of any kind or description on, over, or into any portion of District lands, except those models specifically geared for the RC track, which may only be used on the RC track, or by written permission of the General Manager.

SECTION 212- AIRCRAFT/HUMAN FLIGHT

Without the permission of the General Manager, no person shall land any aircraft on or take any aircraft off any area in the District, nor shall any person hang glide, parachute, or engage in any human flight on, over, or into District Lands.

SECTION 213- OVERNIGHT CAMPING

a. Definitions:

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this section.

1. *Camp* means to pitch or occupy camp facilities; to use camp paraphernalia.
 2. *Camp Facilities* include, but are not limited to, tents, huts, temporary shelters, trailers, motor homes, campers, or vehicles otherwise used for shelter.
 3. *Camp Paraphernalia* includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-District designated cooking facilities and similar equipment.
 4. *Store* means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- b. It shall be unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia on District property, except as otherwise provided in this section.
- c. House trailers, campers, or motor homes may not be used for overnight sleeping purposes on any District property, except as otherwise provided in this Article.
- d. It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia on any District property, except as otherwise provided for in this section.

- e. Camping is only permitted for District-hosted events with approval by the General Manager.

SECTION 214- FIREWORKS AND DANGEROUS OBJECTS

No person shall possess, discharge, set off, or cause to be discharged, in or into any District Lands any firecrackers, torpedoes, rockets, fireworks, explosives, or substances harmful to the life and safety of persons or property. Exceptions may be made with written permission of the General Manager.

SECTION 215- NUDITY

No person shall appear nude while in or on any District Lands or facilities, except in authorized areas set aside for that purpose by the District. Nudity shall be defined as codified in Title 14 California Code of Regulations section(s) 4322.

SECTION 216- WASHING

No person shall wash dishes, clothing, garments, vehicles, or empty salt water or other waste liquids on District Lands other than in facilities expressly provided for such purposes.

No person shall swim, bathe, wade in, conduct personal hygiene (such as washing hair or body with or without soap, shampoo or similar personal hygiene products; shaving with or without shaving cream or similar personal hygiene products; oral care including using mouthwash or brushing teeth with or without toothpaste or similar personal hygiene products; cleaning any injury, wound, lesion, gash or abrasion in any manner with or without medical products, cleaning products or similar personal hygiene products; using any medical or other personal hygiene product to rid the body of lice or any disease, infection or growth), or pollute the water of any park restroom, fountain, stream, except at a place especially designated and provided for such purpose.

SECTION 217- HOURS OF USE

All parks, recreation areas, green space and open space areas within the District boundaries are available for use by the general public unless otherwise posted or in accordance with District's General Use Policy. It shall be unlawful for any person, except those involved in District-sponsored programs or having valid permits, to enter or remain in any park, recreation area, green space or open space other than between those hours. Hours of use may vary due to maintenance, construction, watering, or other variables.

SECTION 218- FLORA AND TURF

Removing or injuring any form of plant life on park property, including the removal of wood, turf, grass or plants, soil, rock, sand, and gravel is prohibited except by a duly authorized District employee in the performance of his/her duties or unless specifically authorized by the General Manager.

- a. It is unlawful for any person to injure or destroy any tree growing within the District boundaries by any means, including, but not limited to the following:
 - a. Pouring any deleterious matter on or around any tree or on the surrounding ground, lawn, or sidewalk.
 - b. Posting any sign, poster, notice or other item on any tree, tree stake, or guard, or fastening any guy wire, cable, rope, nail, screw, or other device to any tree, tree stake, or guard without having first obtained a permit from the District.
 - c. Causing any fire or burning near or around any tree or plant life

SECTION 219- ARCHAEOLOGICAL FEATURES

No person shall remove, injure, disfigure, deface, or destroy any object of paleontological, archaeological, or historical interest or value.

SECTION 220- GEOLOGICAL FEATURES

No person shall destroy, disturb, mutilate, or remove earth, sand, gravel, minerals, rocks, or features of caves.

SECTION 221- DOMESTIC ANIMALS

- a. No person owning or having charge, care, custody, or control of any dog (or cat) shall cause, permit, or allow same to be or to run at large upon any lands, properties, or within facilities of the District unless such animal is securely fastened on a leash a not exceeding six feet in length and is held continuously in the care, custody, or control of a competent person. Pets not properly leashed may be impounded by Animal Control and the owner cited.
- b. No person shall walk with more than 4 dogs (or cats) at any given time
- c. The removal of feces of animals that defecate on park property shall be the responsibility of the owner or custodian of said animal.
- d. Horses, mules, goats, donkeys, or similar animals may be ridden or led under specified restrictions and in designated areas with the permission of the General Manager.
- e. No animal shall graze in any park except on property leased for such purpose.
- f. No animal shall be killed, harmed, or removed from any park unless by a District employee during the performance of his/her official duties, except when necessary to avoid bodily harm.

- g. Animals may be prohibited from specific parks at specific times or events at the discretion of the General Manager.
- h. Specific provisions of this section may be modified in specific instances with written permission of the General Manager.

SECTION 222- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DANGEROUS DRUGS

No person may be on District property while under the influence of intoxicating liquors or dangerous drugs as defined under California Vehicle Code, Section 23152(a) (b), as amended. Under specific circumstances, consumption of alcohol is permitted on District property as outlined in Sections 223 and 410 and 508.

SECTION 223- SALE OF ALCOHOLIC BEVERAGES

A group desiring to sell or provide alcoholic beverages on District Lands must obtain a District-issued alcoholic beverage permit at the time of application for facility permit as contained in Articles IV and V herein. An alcoholic beverage permit shall be issued only to an individual of legal drinking age upon proof that adequate safeguards will be provided to prohibit consumption by minors and excessive consumption by adults. Security guards may be required as defined under Section 512. Alcohol is not permitted at any time if the primary purpose of an event or function is for minors, i.e., debuts, dances or birthday parties for participants under the age of 21 years. Alcoholic beverages may be present at an event for a maximum of four hours and the provision of alcohol must end a minimum of one hour prior to the end of the event.

To obtain an alcoholic beverage permit the Applicant must first secure all such permits or licenses required by other governmental agencies including but not limited to the State of California Alcoholic Beverage Control Board and the Ventura County Public Health Department. If a request for the alcoholic beverage permit is denied by the staff, provisions in Section 110, Right of Appeal, shall apply. The General Manager may stipulate additional conditions relating to the permitted use of alcoholic beverages as necessary for the protection of individuals and property.

SECTION 224- LITTER AND RUBBISH

Depositing garbage, trash, or other refuse on park property other than in a receptacle provided therefore is prohibited. Throwing or leaving bottles, glass, or sharp pointed articles is prohibited. Throwing or disposing of wastepaper or combustible refuse in any place in a park other than in a receptacle maintained for that purpose is prohibited. It is unlawful to use any park receptacle for the depositing of garbage, trash, or other refuse not generated and/or used within the park boundaries.

SECTION 225- FIRES AND BARBEQUES IN DISTRICT PARKS

Open fires and use of barbeques on District Lands space areas are prohibited except in designated areas. Briquettes are the only combustible material authorized for barbecue or

brazier use. Wood fires are not permissible. It is the responsibility of every person igniting a fire in a District installed barbeque to completely extinguish it (dead out) before leaving the park.

Upon notice of park closure due to a fire hazard warning by the fire district, all reservations shall be cancelled and affected areas closed to the public.

SECTION 226- DUMPING

Dumping rocks, soil, grass clippings, branches, leaves, equipment, vehicles, furniture or accessories, or any other items or material on District Lands is prohibited without prior written approval of the General Manager.

SECTION 227 - TRESPASSING

Trespassing into areas designated "No Trespassing" is prohibited. This includes, but is not limited to, rooms in District buildings or structures, swimming pools during specific hours, fenced control areas such as storage areas, shop areas, holding areas, construction sites, and all posted areas.

SECTION 228- PARK CLOSURE

The General Manager may close a park area or recreation facility at any time when there is an apparent danger to the persons using the property, the property itself, or for any cause which could affect the safety and welfare of the public. This section may be enforced without the concurrence of those persons or organizations then using the property or facility.

SECTION 229- ENTRY TO ACTIVITIES

The General Manager may enter any reserved park area or recreation facility at any time to inspect the premises for safety, compliance of use, hazards, or in the course of normal duties.

SECTION 230- UNLAWFUL ADVERTISING

It shall be unlawful for any person to place or maintain any sign, banner, billboard, or advertisement on any District property without the Board's or General Manager's written permission.

It shall be unlawful for any person to paint or attach any sign or advertisement to or upon any District property.

Any sign, billboard, advertisement, defacement, or damage existing in violation of the provisions of this section will be removed immediately.

Exceptions to the provisions of this section shall be pre-approved by the General Manager.

SECTION 231- USE OF DISTRICT VEHICLES AND EQUIPMENT BY NON-DISTRICT GROUPS

District vehicles and equipment are provided for the express purpose of carrying out District functions. Requests received from groups or organizations for the use of District vehicles or equipment shall be made in writing to the District. Such requests may be granted by the General Manager provided that such use does not interfere with District operations.

SECTION 232- UNLAWFUL CONSTRUCTION

No person shall erect, construct, install, or place any structure, building, shed, fence, trail, equipment, material, sign, banner, or apparatus of any type for any purpose on, below, over, or across District property, except by written permission from the General Manager, or designated representative, specifying in detail the work to be done and the conditions to be fulfilled pursuant to the terms of such an authorization.

SECTION 233- PUBLIC URINATION

It is unlawful for any person to urinate or defecate in any public place except when using a urinal, toilet, or commode located in a bathroom, restroom, portable restroom, or other structure screened from public view.

SECTION 234- SKATEBOARD, IN-LINE SKATING AND ROLLER SKATING REGULATIONS

With respect to any facility provided by the District for skateboarding, in-line skating, or roller skating:

- a. No person shall skateboard, in-line skate, or roller skate on or within District skating facilities without wearing a helmet, elbow and knee pads.
- b. Skateboarding, in-line skating, roller skating, scooters, bicycles or similar devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.
- c. No smoking is permitted on District property. No alcohol is allowed within 50 feet, of any facility provided for skateboarding, in-line skating, or roller skating.
- d. No glass beverage containers or food are allowed within the skating facility.

Skateboarders, in-line skaters, and roller skaters shall at all times yield to pedestrians. No person shall skateboard, in-line skate, or roller skate in any area where signs are posted, or known to have been posted, prohibiting such activity.

SECTION 235- DOG PARK RULES AND REGULATIONS

Properly licensed and tagged (i.e. ownership identification) dogs without vicious, dangerous, or aggressive propensities may be exercised without a leash in the designated areas and at the designated times established by the District and subject to the following rules and regulations:

- a. Dog Park hours of operation are 7:00 a.m. to Dusk unless otherwise posted. The Dog Parks may be closed at the discretion of the General Manager.
- b. The Dog Park may be closed periodically during the year for special events and maintenance as needed.
- c. Enter at your own risk. Adults and children assume all risks associated with the off-leash Dog Park. No children under 16 are allowed without adult supervision. Small children must be within arm's reach of a supervising adult.
- d. Each dog must display a current license and be properly inoculated, healthy (no contagious conditions), and parasite-free. No dog that is sick, in heat, vicious, aggressive or has previously bitten any person is permitted in the off-leash area.
- e. Dogs are to be kept on a leash with a leash length not exceeding 6' when OUTSIDE the Dog Park fence at all times. Do not have your dog unleashed between your vehicle and gated entrance.
- f. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park.
- g. All dog owners must carry a leash, but no dogs shall be leashed once inside the park.
- h. No spiked collars or the like that have the potential of injuring another dog or person are permitted.
- i. Dogs left unattended at the Dog Park will be impounded with Animal Control. Close supervision of your dog is required. Close supervision means that the dog is within voice command range at all times. Failure to closely supervise dogs may result in the dog being banned for an appropriate period of time, as determined in the General Manager's sole discretion.
- j. Owners must clean up after their pets. If you see someone who forgets to clean up, please remind him/her to help keep the park clean.
- k. **AGGRESSIVE DOGS** must be removed from the Dog Park area **IMMEDIATELY WITHOUT DEBATE**. You are responsible for your actions and those of your dog. Aggressive dogs may be banned for appropriate periods of time, as determined in the General Manager's sole discretion. Aggressive dogs are defined as either potentially dangerous or

vicious dogs as defined in the California Food and Agricultural Code Section 31602 and 31603. An aggressive dog is also defined as any dog that is determined by the District to pose a threat to dogs or people by virtue of a single incident or history of unprovoked acts of aggression against people or animals. Violation of these provisions is an infraction.

- l. No air horns or bullhorns are allowed.
- m. No food of any kind is allowed inside the Dog Park, including people food.
- n. Three dogs per dog owner is the maximum allowed inside the Dog Park. Due to inability to closely supervise their dogs, owners may not have one or more dogs in the large dog section and one or more dogs in the small dog section, if so designated.
- o. No female dogs in heat or puppies under five months of age, due to their vulnerability to disease and injury, are allowed in a Dog Park.
- p. No grooming of dogs at a Dog Park.
- q. When leaving the park, please remove all tennis balls, toys, or other personal items or they will be discarded.
- r. The District reserves the right to designate certain parks with signage, as "off-leash" parks, allowing for dogs to run free without a leash.
- s. The entrance into an off-leash area within the District constitutes an agreement to comply with the rules contained in this section as well as all those regulations posted with respect to the use of such off-leash areas.
- t. The entrance into an off-leash area within the District constitutes an agreement to protect, indemnify, defend and hold harmless the District from any claim, injury or damage arising from or in connection with such use of District property.

SECTION 236- DISORDERLY CONDUCT

No person shall engage in boisterous, threatening, intimidating, abusive, insulting, discriminatory, profane or indecent language; threaten or engage in fighting or physical altercation or engage in any disorderly conduct or behavior tending to a breach of the peace and interfering with the enjoyment of other persons on the premises. Person(s) exhibiting these behaviors will be required to leave the premises immediately. The District reserves the right to refuse services and prohibit entry on District property.

SECTION 237- TENNIS COURTS

No person shall engage in any activity on tennis courts owned or operated by the District other than the playing of tennis and activities incidental to the playing of tennis. Private

instruction for personal gain is expressly prohibited. Organized instruction is permitted only for classes/instruction/clinics approved by the District.

ARTICLE III
PLEASANT VALLEY OPEN SPACE AREAS

SECTION 301- EXCLUSIVE USE

District open spaces shall not be made available for exclusive use by any person, group, or organization.

SECTION 302- ACCESS

The primary form of access into open space areas shall be by foot traffic or horseback on assigned equestrian trails. No person shall block, obstruct, impede free access to, encroach upon, or construct anything whatsoever across or upon any equestrian trail or easement owned or operated by the District. Vehicular access to serve as an emergency vehicle may be authorized. Under such circumstances, one vehicle per area may be permitted. Entry by District vehicles, emergency vehicles, and vehicles of agencies and individuals holding easement or permits is authorized.

Persons entering District Lands owned, managed, and controlled by the District may remain as long as they abide by these regulations, applicable laws of the State of California; applicable ordinances of the County of Ventura and City of Camarillo; and lawful instructions of authorized employees of the District. Failure to leave District Lands when requested to do so by an authorized employee of the District for violation of any of these regulations is a further violation of these regulations.

SECTION 303- OPENING AND CLOSING TIMES

Open space areas and equestrian trails will be available to the general public as otherwise posted or in accordance with District's General Use Policy.

SECTION 304- APPLICATION FOR USE

Applications to reserve areas of park and green space areas will be processed in accordance with District procedures established in this Ordinance.

SECTION 305- FIRES AND SMOKING IN DISTRICT OPEN SPACE

In addition to the regulations in Section 225, the following policies shall apply to all District open space:

- a. Briquettes shall be the only permitted fuel for District installed barbecues; wood is prohibited. It shall be the responsibility of every person igniting a fire in a District installed barbecues pit to completely extinguish it (dead out). All open fires are prohibited.
 1. Only District installed barbecues are allowed on District Lands.

- b. Smoking of tobacco and marijuana is prohibited on all District Lands.

SECTION 306- GROUP USE

Reservations are required for use of District Lands by organized groups in accordance with District procedures established in this document.

SECTION 307- OFF TRAILS

Unauthorized travel off designated trails is prohibited.

SECTION 308- CLOSURE/TRESPASS

Any and all open space areas are subject to closure when deemed necessary by the General Manager (inclusive of all Park Patrol staff), to protect public safety and/or protect the resources from damage or threat of damage. Any violation will constitute civil trespass.

SECTION 309- BICYCLES

Bicycles shall be allowed in parks and open space areas under the following restrictions:

- a. Bicycles must stay on designated bike paths and roadways.
- b. No person shall operate a bicycle in a reckless or negligent manner so as to endanger public property, or the life, limb, or property of any person or animal. A reasonable and prudent speed limit will be observed.
- c. Bicyclists must yield when meeting pedestrians. "Yield" means slow down, establishes communication, be prepared to stop, and/or move aside to allow other users to pass, and pass safely.
- d. No person shall possess or operate a bicycle or similar device in open space or on District land in areas designated or signed to restrict such activity.
- e. All state and local regulations regarding helmet use, for minors or adults, shall be followed.

SECTION 310- VEHICLES

No vehicle may be operated or parked on any open space lands except where specifically permitted unless authorized by the District for such use.

SECTION 311- NATURE PRESERVES

The District has the authority to designate an area as a "nature preserve" to protect the resources and/or flora and fauna. Entrance to such an area shall be prohibited, except with written permission for the purposes of scientific study, a docent-led hike, or other authorized activities. These areas may be posted as "no trespassing." Alcohol is prohibited in "Nature Preserves."

ARTICLE IV

REGULATIONS GOVERNING THE USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS

SECTION 401- USE OF RECREATION BUILDINGS, ATHLETIC FIELDS, SPORTS PARKS/COMPLEXES, AND PICNIC AREAS

Recreation centers, reservable picnic areas, athletic fields within the District's community parks, are available for the use of persons and groups subject to the issuance of a permit and payment of fees therefore. All applications for use shall be made in accordance with Section 109 and must be signed by an adult, who shall agree to be responsible for said use. No use permit shall be granted if there is a conflict with a prior reservation or a District-sponsored event. Appeal of a decision may be made in accordance with Section 110 herein. Use of District facilities is subject to the rules and regulations established in District's GENERAL USE POLICY.

Any request that will place a major impact on a given facility, as determined by the General Manager, will be subject to Board approval. All requests are subject to the District priority-ranking classification (Section 406) and fee schedule (Section 502). The General Manager reserves the right to cancel a permit with 30 days written notice.

Applications are immediately revocable and all deposits forfeited if false statements are made in reserving a facility, or if the individual or group violates any rule or regulation established by the District, or any other applicable law or regulation. Applicants shall be responsible for the condition in which they leave District premises. If District property has been damaged or abused beyond normal wear, the Applicants shall be responsible for the reasonable costs to replace, repair, or clean such property. Any individual, organization, or group that is responsible for damages to the District's facilities shall pay for all such charges as determined by the District. No individual, group, or organization owing any outstanding debts or obligations to the District shall be permitted to use District facilities until such debts are paid.

District personnel will open, close, and supervise the use of the buildings and, when required, monitor the use of the grounds.

SECTION 402- APPLICATION FOR USE AND SCHEDULING

Applications for use shall be made in accordance with Sections 109-114. Exceptions will be based on event size, type, and location requested. Exception requests may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

SECTION 403- EXTENDED USAGE

Facility usage may be granted for a maximum period of six months. Requests for facility usage exceeding six months require the General Manager's approval. Scheduled groups may be subject to cancellation on 30 days' written notice or when a determination is made in accordance with Section 109. When cancellation is necessary, the District will attempt to relocate the activity.

SECTION 404- HOURS

Buildings, park areas, and athletic facilities are available for individual and group use during normally scheduled hours (dawn to dusk unless otherwise posted) of operations pursuant to the District's General Use Policy. Sports parks and complexes equipped with field lighting can be utilized until 10 p.m. with a permit. Exceptions are subject to General Manager for approval.

SECTION 405- RENTAL PERIODS

Minimum building rental periods are two or four-hour increments depending on facility. The time indicated on the application will reflect the actual facility use time, which includes setup and cleanup. Charges for additional time beyond the two or four-hour block will be based on an hourly rate. Exceptions are subject to General Manager approval.

SECTION 406- PRIORITY OF USE

Use of facilities is based on when the application is received, rental availability, and priority ranking. Groups ranked at a low priority may be subject to rescheduling with 30 days' written notice. In that case, the District will attempt to relocate the group to another District facility.

Group priority rating shall be as defined in Section 504:

- a. Class 0- District Activities
- b. Class 1- Community Service Organization
- c. Class 2 - Resident Organization
- d. Class 3- In-District Resident
- e. Class 4- Out of District or Non-Resident

SECTION 407- DAMAGE TO DISTRICT PROPERTY

Individuals or groups causing damage or excessive wear and tear to any building, turf, grounds, fixtures, furniture, or appurtenances shall be required to reimburse the District for all costs involved to clean, repair, restore, or replace the building, grounds, fixtures,

furniture, or appurtenances to the original conditions. The individual and/or group may be removed and/or banned from future use of facilities.

SECTION 408- USE OF RESERVABLE PICNIC AREAS

Certain areas within the District's community parks may be reserved for picnics by persons or groups. All applications must be signed by an adult who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a prior reservation or a District-sponsored event taking place at the same time and place. No use permit shall be granted for reservable picnic areas outside normally scheduled hours of operations pursuant to the District's General Use Policy, unless the park has appropriate lighting.

An organized group (25 or more) must obtain a permit for all reservable picnic areas. Groups that have less people than an organized group may use any designated reservable or non-reservable area of any park on a first-come, first-served basis, however, such groups must vacate any reservable area at the time a permit group arrives. Neighborhood parks may be non-reservable. Individual picnic tables are available on a first-come, first-served basis in all non-reservable areas (Section 113.)

SECTION 409- PROHIBITION ON USE OF TOBACCO- OR MARIJUANA-RELATED PRODUCTS

No smoking of any kind on District property to include all tobacco- and marijuana-related products and all forms of electronic smoking devices, and other vaporizing products.

SECTION 410-ALCOHOL IN RECREATION BUILDINGS AND PARKS

The sale, serving, or consumption of alcohol is prohibited in a District building except by a group receiving all necessary permits, insurance and paying all applicable fees.

Alcohol may not be possessed or consumed on District parks and facilities unless allowed by a permit issued by the District. The sale or serving of alcohol is not permitted in parks except by a group receiving all necessary permits have been approved and paying all applicable fees. The sale or serving of alcohol is prohibited at all sporting and youth events except as approved by the General Manager.

SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS

Certain athletic fields may be reserved for use of persons and groups. All applications for use must be signed by an adult over 18 years of age who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a District-sponsored event taking place or a prior reservation at the same time and place. No use permit shall be granted for the use of any reservable field before 8:00 a.m., or as determined by the General Manager, or beyond sunset unless the field has appropriate lighting.

- a. No person shall engage in any activity on an athletic field owned or operated by the District other than the playing of specific activities for the designated fields.
- b. Private instruction for personal gain is expressly prohibited.
- c. Organized instruction is permitted only for classes/instruction/clinics approved by the District.

SECTION 412- USE OF SPORTS PARKS/COMPLEXES

Sports parks/complexes in the District are the following: Pleasant Valley Fields, Bob Kildee Park, Freedom Park, and Mission Oaks Park. These are complexes of 10 acres or more in size primarily used for competitive activities which, through casual or organized participation, provide competition and have governing bodies.

A permit is required for the use of these facilities by any organized group.

SECTION 413 - EXCLUSION FROM DISTRICT AREAS AND FACILITIES

In the interest of public health, safety, and welfare, it may be necessary to exclude persons or groups from District areas and/or facilities. Such action may be taken by a designated representative of the General Manager, subject to appeal to an Administrative Hearing with the General Manager.

Any person who has been excluded from District areas and/or facilities pursuant to this section, who enters upon the District areas and/or facilities during the period of the exclusion without the written permission of a designated representative, is guilty of a misdemeanor.

ARTICLE V

FEES AND DEPOSITS

SECTION 501- PURPOSE

Fees and charges may be levied to offset District expenses incurred in providing services.

SECTION 502- FEES

The District's Board of Directors shall establish reasonable fees for the use of District property. Full payment is due 30 days prior to the use date. Fees will be reviewed annually.

SECTION 503- BASIC RATE

Building

During normal hours of operation of facilities as defined in Section 404, rates will include the use of rooms, chairs, tables, setup, and cleanup. The following services are also available for an additional fee: security, custodial service, and other services identified in advance of permittee's use as set forth in the District's General Use Policy. Use at a time when the facility is normally closed will result in the assessment of additional fees.

Athletic Facilities

During normal hours of operation, basic rates include the following:

- a. Use of the athletic fields and supporting structures.
- b. Use of onsite restrooms.
- c. Basic turf management such as watering, mowing, and edging fields.
- d. Staffing costs.

Basic rates do not include:

- a. Diamond preparation and ball field lining.
- b. Lighting.
- c. Removal or installation of athletic field equipment (bases, pitcher's mound, goals, etc.) and special location of base anchors, goals, bleachers, or other equipment.
- d. Sporting equipment such as balls, nets, gloves, etc.

- e. Cleaning of the area following the event.

Picnic Areas

During normal hours of operation as set forth in the District's General Use Policy, rates include picnic tables and barbecues, if available, and outdoor restrooms. Rates do not include supervision or special setup of tables. Outside items, i.e., tables, chairs, and barbeques etc. are not permitted without approval by the General Manager.

SECTION 504- CLASSIFICATION OF FACILITY USES AND FEE CHARGES

Class 1

- a. For a recognized District Community Service Organization as approved by the District's Board of Directors, fees are subject to the individual group's Memorandum of Understanding (MOU) with the District.

Class 2 - Half of Basic Rate (50%)

- a. Resident Organization

Local school districts, government agencies, and non-profit organizations may have fees waived for reciprocal services as approved by the General Manager.

Class 3 - Full Basic Rate (100%)

- a. In-District Resident
- b. Individuals, groups, and organizations that hold private functions
- c. Any individual or group reserving Fridays and Saturdays

Class 4 - Full Basic Rate plus 25 Percent (125%)

- a. Out of District
- b. Non-resident

SECTION 505- ADDITIONAL CHARGES OVER BASIC RATE

Additional charges will be levied over basic rates as defined in Section 503 and as set forth in the District's General Use Policy under the following conditions:

- a. When extraordinary use requires field renovation or rehabilitation.
- b. All non-residents will pay a 25% additional fee.

- c. An additional fee is required when alcohol will be served or sold at a function.
- d. Additional administrative fees may be charged on all applicant-initiated changes, including cancellations.
- e. The District may require security guards for certain events or functions at an additional fee. The District will make the arrangements with an approved vendor.
- f. When a facility is not normally open and recreation staff or custodian is required to be on duty, additional fees accrue. The minimum hourly coverage for custodian is two hours.
- g. When recreation staff is needed for facility control, additional fees accrue.
- h. When ball field lights or other special equipment are required, additional fees accrue.
- i. When facility damage and/or liability insurance fees are required, additional fees accrue.
- j. Outdoor facilities including picnic shelters and sporting facilities may be subject to additional fees required for dumpsters and portable toilets to accommodate groups of people that exceed a facility's maximum occupancy.
- k. The determination of requirements for additional personnel and associated charges thereof shall be made by the General Manager or designee.

**SECTION 506- REFUNDABLE DEPOSITS AND CANCELLATION
REFUND POLICY**

The application fee is non-refundable. Cancellations must be made through the District office no later than days prior to the use date to qualify for a refund of other paid rental fees minus the non-refundable application fee.

Cancellations must be made through the District office no later than 30 days prior to the use date to qualify for a refund of rental fees paid, less the non-refundable application fee. Additional fees may apply for "no shows".

SECTION 507- PAYMENT OF DEPOSITS AND FEES

The park, field, or facility is reserved only when a completed Application is accepted and approved by the District office after applicable fees are paid.

A payment equal to 50% of the total applicable fees must be paid at the time the application is approved by the District, as set forth in the District's General Use Policy. If the

reservation is made 30 days or less prior to the event, full payment is due at time of application.

SECTION 508- ALCOHOL PERMITS

A State Alcohol Beverage Control Board permit is required when alcoholic beverages are sold. Such permit shall be obtained by the group using the facility and filed with the District.

SECTION 509- SETUP

The District will perform setup and breakdown unless otherwise stated in the application. Basic cleanup, including placing all trash in bins provided, will be the responsibility of the group utilizing the facility. When District personnel are required for setup, finalized setup instructions must be submitted a minimum of 15 business days prior to the event date or additional fees may apply.

SECTION 510- DECORATIONS

When decorations are to be used, prior approval shall be obtained by the user from the District's Parks Services Manager. No duct tape, tacks, nails or glue are allowed on any walls, columns, counter or floor surface. Use of blue painters' tape is allowed, with full removal at the end of the event. If confetti is used at the event, all evidence of use must be removed. Use of lighted candles or any other open or enclosed flame is prohibited.

SECTION 511- SECURITY

To ensure proper use and control of facilities and equipment, security may be required under the following circumstances:

- a. If an event places a major impact on the facility as determined in the General Manager's sole discretion.
- b. When alcohol is being served, sold, or consumed.
- c. When additional precautions are deemed necessary due to the nature of the event as determined in the General Manager's sole discretion.

The District will arrange for any required security guards at the event at the Applicant's cost.

If security is required, security guards must begin their shift a ½ hour before the scheduled event starts and remain on duty for a ½ hour after the event is scheduled to end and must stay until all attendees have left.

When security is required by the District or requested by the Applicant, the application requires approval by the General Manager.

SECTION 512- WAIVERS

The requirements in this Article V may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

SECTION 513- FILMING

A filming permit and application must be approved prior to filming taking place. Individuals engaged in the making of movies, still photography, or television films for commercial purposes shall observe the following procedures. Permission to film on District property pursuant to this section may be granted by the General Manager as set forth in the District's General Use Policy.

SECTION 514- LIABILITY INSURANCE

A certificate of insurance evidencing required coverage amounts and additional requirements as set forth in the District's General Use Policy and naming the District, its elected officials, officers, and employees as an additional insured must be submitted 5 working days prior to date of building use by any group for commercial purposes, and by any group conducting an event where there is a major impact for any event scheduled more than 5 days in advance. The amount of liability insurance required shall be determined by the District.

SECTION 515- PARKING FEES

District parking facilities are typically available to patrons at no charge, however, in select situations, the General Manager with approval by the Board of Directors may establish parking fees. The General Manager is authorized to determine when that fee shall be implemented.

Vehicles entering Camarillo Grove Park must pay a parking fee by purchasing a daily or annual pass.

ARTICLE VI

GENERAL

SECTION 601—REPEAL OF PRIOR VERSIONS OF ORDINANCE NO. 8

This Ordinance repeals and supersedes any prior versions of Ordinance No. 8, which are no longer of any force or effect.

SECTION 602—EFFECTIVE DATE

This Ordinance shall be effective 30 days after its adoption by the District Board of Directors.

SECTION 603—PUBLICATION AND POSTING

The Board's Clerk shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

Mark Malloy, Chairman

Board of Directors

ATTEST:

Elaine Magner, Secretary

Board of Directors

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 3, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF A
PROFESSIONAL SERVICES AGREEMENT WITH
JORDAN, GILBERT & BAIN LANDSCAPE
ARCHITECTS INC. FOR REVISED DRAWINGS FOR
CONSTRUCTION PLAN DOCUMENTS FOR TWO
ADDITIONAL BASEBALL FIELDS AT FREEDOM**

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into a professional services agreement between the District and Jordan, Gilbert & Bain Landscape Architects, Inc. for the revised drawings for construction plan documents for two additional baseball fields at Freedom Park.

BACKGROUND

At the February 3, 2010 Board meeting, the Board approved and adopted the Freedom Park Master Plan. That action completed the conceptual design process. Jordan, Gilbert & Bain Landscape Architects Inc. has been an integral part of the design and implementation process of the Freedom Park Baseball Complex. At the June 2, 2010 Board meeting, the Board approved a professional service agreement with Jordan, Gilbert & Bain Landscape Architects Inc. for the original development of the construction plan bid documents.

As part of the 2017-2018 budget process the Board approved \$10,000 to review and update the next phase of the Freedom Park Master Plan. Camarillo Pony Baseball Association (CPBA) is continuing their partnership with the District by adding \$8,000 to the design phase of this project.

ANALYSIS

Over the course of the past six months, staff has met with the CPBA, Musco Lighting, as well as Jordan, Gilbert & Bain Landscape Architects, Inc. to revisit the layout of the baseball fields on the west side of Freedom Park. Jordan, Gilbert & Bain Landscape Architects Inc. have reviewed the original construction documents and have taken the time to determine the exact document pages that will need to be revised in order to prepare working drawings needed to construct the two (2) baseball fields from the revised layout.

The scope of the work has been separated into two proposals. The first is a specific proposal to prepare a presentation illustrating both fields in the new orientation. In conjunction with the colored drawing, a complete cost estimate will be prepared using the State of California prevailing wage rates for labor. The separate proposal details the effort to revise the construction documents as needed to complete the scope of work.

1. CONSTRUCTION DOCUMENT PHASE REQUIRING MODIFICATIONS

- a. Sheet L1 Title Sheet – no changes.
- b. Sheet L2.1 Staking Plan – revise sidewalk layout and fencing to accommodate new baseball field orientation.
- c. Sheet L2.2 – Field layout & construction details. Revise plan to reflect baseball field dimensions to conform to new field layout.
- d. Sheets L2.3 & L2.4 Construction details – no changes.
- e. Sheet L3.1 Irrigation Plan – revise irrigation plan modifying piping & sprinkler head layout to conform to new baseball field layout.
- f. Sheet L3.2 Irrigation Legend – no changes.
- g. Sheet L4.1 Planting Plan – revise planting plan to conform to new baseball field orientation.
- h. Sheet L5.1 Landscape Details – no changes.
- i. Specifications – prepare a set of specifications incorporating all aspects of construction of baseball fields suitable for public bidding.

2. STRUCTURAL PLANS

- a. Review with Structural Engineer calculations from Phase 1 construction documents and recalculate fence design without any attachments that increase wind loads.

3. ELECTRICAL ENGINEERING WORK

Coordinate work with the Electrical Engineer to prepare the following:

- a. Power Plan – prepare site power plan showing new underground conduits, connect to the two new field lighting fixtures.
- b. Prepare partial panel schedules and single line diagram.
- c. Provide voltage drop calculations as required.
- d. Prepare electrical Title 24 documents.
- e. Coordinate with Musco lighting for controller connection upgrades as needed.

4. CIVIL ENGINEERING WORK

Coordinate work with the Civil Engineer to prepare the following:

- a. Field survey to locate pavement, curbs, drives, walks, building footprints, fences, walls, planters, and visible surface utilities, together with topographic features such as tops, toes, flow lines, grade breaks, etc. within the project limits (see exhibit attached). Pavement and surface materials will also be identified. Trees larger than 4" in diameter will be located and shown on the map.
- b. Download and compute survey data, and prepare an AutoCAD drawing file. The mapping will be compiled at a scale of 1" = 20' with a 1-foot contour interval. Each surveyed feature will be clearly labeled or noted by symbol as identified in the field.
- c. Deliverables: AutoCAD drawing files via email, FTP or DVD as appropriate and a PDF signed and sealed digitally by a California Licensed Lands Surveyor. Hardcopies available upon request.

COMPENSATION FOR LANDSCAPE ARCHITECTURAL SERVICES:

- 1. CONSTRUCTION DOCUMENT PHASE\$11,175.00
- 2. STRUCTURAL ENGINEERING WORK.....\$ 2,900.00
- 3. ELECTRICAL ENGINEERING WORK.....\$ 4,560.00
- 4. CIVIL ENGINEERING WORK.....\$ 3,600.00

CONTRACT FEE.....\$ 22,235.00

The second scope of work is to prepare a colored presentation drawing suitable for illustrating the new Pinto and Pinto/Mustang Fields to be located at the west end of Freedom Park. A cost estimate shall be prepared to incorporate fencing, irrigation, planting, concrete, building materials, and prevailing wage labor required to construct the baseball fields as designed.

- 1. Prepare a colored presentation drawing.
 - a. Revise original base sheet to reflect preferred Pinto field orientation to accommodate overhead lighting design.
 - b. Prepare a colored drawing for PowerPoint presentation.
 - c. Review document with Client. Obtain any comments and make adjustments to documents as noted by Client.
 - d. Complete document, convert to PDF format for PowerPoint presentation.

- 2. Prepare a cost estimate for Pinto baseball field and Pinto/Mustang baseball field.
 - a. Measure all areas of new construction work to determine quantity of materials and labor required to construct the project. All labor costs will be determined at State of California prevailing wage.
 - b. Calculate a specific cost for new concrete work.
 - c. Calculate a specific cost for backstops and related fencing.
 - d. Calculate quantity and costs for total amount of baseball infield mix.
 - e. Calculate costs for new irrigation work.
 - f. Calculate costs for new turf additions and repair.
 - g. Calculate costs for new benches, bleachers, baseball bases and related equipment.
 - h. Incorporate into cost estimate the electrical and lighting cost estimate already prepared by Musco Lighting.

COMPENSATION FOR LANDSCAPE ARCHITECTURAL SERVICES:

- 1. PREPARE COLORED PRESENTATION DRAWING.....\$2,355.00
- 2. PREPARE COST ESTIMATE.....\$1,540.00

CONTRACT FEE.....\$3,895.00

FISCAL IMPACT

The design plans for Freedom Park were included in the fiscal year 2017-2018 Capital budget for \$10,000. The cost for both phases would be a total of \$26,130. Camarillo Pony Baseball board has approved \$8,000 toward the design phase of this project.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into a professional services agreement between the District and Jordan, Gilbert & Bain Landscape Architects, Inc. for the revised drawings for construction plan documents for two additional baseball fields at Freedom Park.

ATTACHMENTS

- 1) Draft Agreement (17 pages)
- 2) Master Plan Map (1 page)

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

This agreement is made and entered into, effective January 3, 2018 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC., a California Corporation ("Consultant").

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of additional baseball fields located at Freedom Fields ("Project").

WHEREAS, Consultant 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

Consultant 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 Consultant shall be performed in a diligent and professional manner.

Consultant 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 Consultant's Proposal, this Agreement, or any reports or documents prepared herewithin.

Consultant agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager and Park Services Manager.

As further described on Exhibit "B", **Consultant's Services include:**

1. Construction Document Phase Requiring Modifications
2. Structural Plans from Phase 1 construction documents
3. Prepare colored presentation drawing
4. Prepare a cost estimate for Pinto baseball field and Pinto/Mustang baseball field
5. On-site Observations

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 April 15, 2018. Consultant 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant'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 Consultant 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 Consultant.
- b. Consultant 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. Consultant will supply all tools and instruments required to perform its services under this Agreement.

- c. Pursuant to this Agreement, Consultant 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

Consultant 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 Consultant's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments

Consultant 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. Consultant 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 Consultant'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

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

8. Acknowledgment of Relationship

Consultant 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 Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant 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 Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for

additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District, with the exception of any disputed amounts which shall be withheld until resolution of the dispute as further described on Exhibit "C".

Total Project Cost not to Exceed: \$26,895.00

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

10. Assistance by District

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

The District's Project Manager shall be Bob Cerasuolo, Park Services Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant 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

Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant'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 Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

13. Indemnification and Hold Harmless; Insurance Requirements

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under Section

2782.8 of the California Civil Code ("Section 2782.2") applicable to services provided by a "design professional" as defined in said statute, Consultant shall indemnify, but not defend and hold harmless District and its officers, employees, agents and agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable 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 Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. Notwithstanding anything else to the contrary herein, in the event Consultant is a "design professional" as defined by Section 2782.8, Consultant's duty to defend and costs associated with such defense are limited to that proportionate percentage of fault of the claims or damages that are caused by Consultant's actions or inactions, as determined in a final judgment by a court of law or final resolution by an arbitrator or panel of arbitrators. Consultant's duty to defend under this Agreement shall not include an obligation for Consultant to provide a defense or pay the cost of such defense for City or the City's Parties' negligent acts, omissions or fault."

b. Indemnity for Other Than Professional Liability Other than in the performance of professional services and to the full extent permitted by law, Consultant 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 Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Submission of insurance certificates or other proof of coverage shall not relieve Consultant 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, Consultant 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 Consultant to any person or entity without the

- advance written consent of District. Consultant shall not employ any subcontractors for its work.

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant'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 Consultant: Jordan, Gilbert & Bain Landscape Architects, Inc.
Attn: John (Jay) Bain, Principle-in-Charge
459 North Ventura Avenue
Ventura, CA 93001

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT
Attn: Mary Otten, General Manager
1605 East 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 Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, 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

Consultant 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

Consultant 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. Consultant 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.

DRAFT

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:

By: _____
Clerk of Board

**Consultant: JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC., a
California Corporation**

By: _____
Name:
President

By: _____
Name:
Vice President

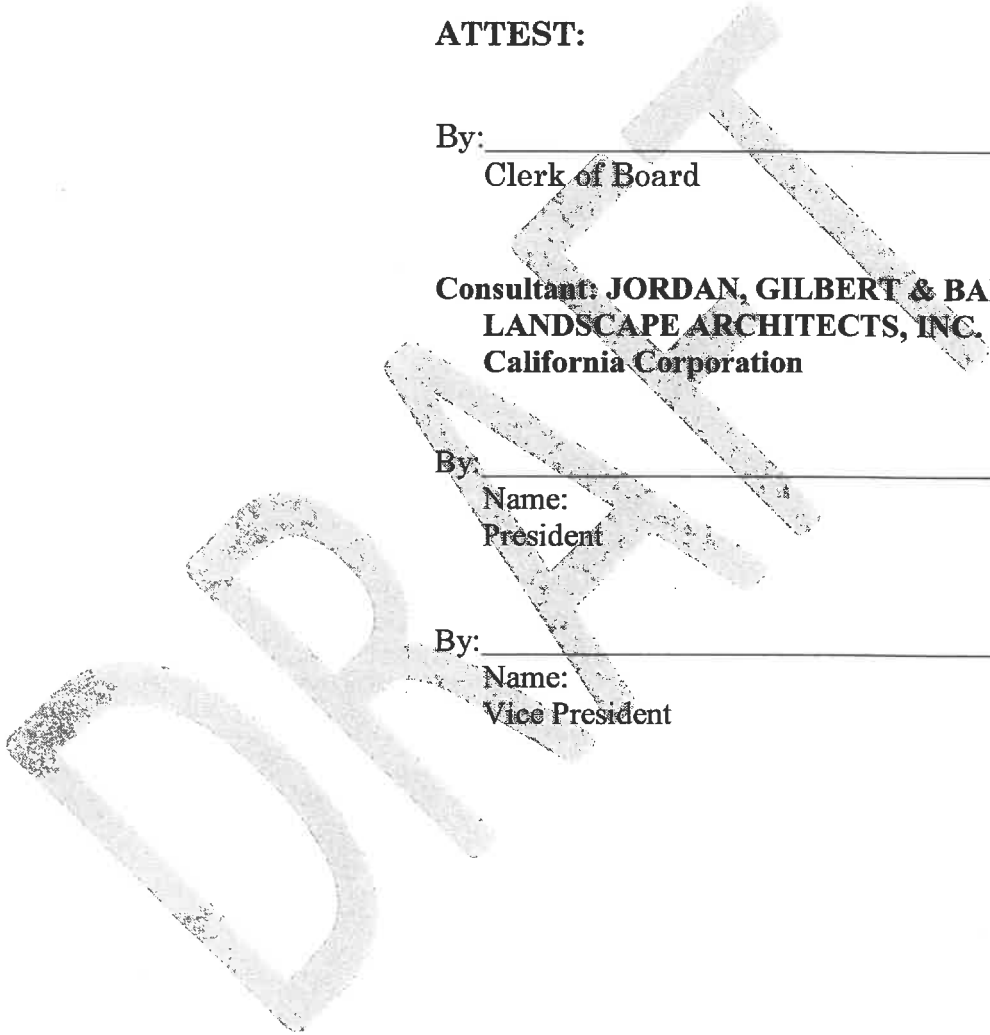


EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

Consultant 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 Consultant, 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.
4. Professional Liability or Error and Omissions Insurance. A policy of \$1,000,000 professional liability insurance in an amount not less than \$1,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the District.

MINIMUM LIMITS OF INSURANCE

Consultant 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.

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) Consultant 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 insureds 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 Consultant.
2. For any claims related to this Agreement, Consultant'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 Consultant'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 coverages 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, Consultant 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

Consultant 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

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

END OF PAGE

EXHIBIT "B"

SCOPE OF WORK

The services of the Consultant, a landscape architect, shall revise the District's construction documents for the two baseball fields located at the west end of Freedom Park as the orientation of the Pinto field will be rotated to accommodate the proposed lighting plan as determined by Musco Lighting. Accordingly, the following plans in the District's original bid documents will need to be modified as a result of the new field orientation:

Services provided by Consultant shall be phased and completed based on the proposed project description as noted below:

1. CONSTRUCTION DOCUMENT PHASE REQUIRING MODIFICATIONS
 - a. Sheet L1 Title Sheet – no changes.
 - b. Sheet L2.1 Staking Plan – revise sidewalk layout and fencing to accommodate new baseball field orientation.
 - c. L2.2 – Field layout & construction details.
 - d. Revise plan to reflect baseball field dimensions to conform to new field layout.
 - e. Sheets L2.3 & L2.4 Construction details – no changes.
 - f. Sheet L3.1 Irrigation Plan – revise irrigation plan modifying piping & sprinkler head layout to conform to new baseball field layout.
 - g. Sheet L3.2 Irrigation Legend – no changes.
 - h. Sheet L4.1 Planting plan – revise planting plan to conform to new baseball field orientation.
 - i. Sheet L5.1 Landscape Details – no changes.
 - j. Specifications – prepare a set of specifications incorporating all aspects of construction of baseball field suitable for public bidding.

2. STRUCTURAL PLANS

Review with Structural Engineer calculations from Phase 1 construction documents and recalculate fence design without any attachments that increase wind loads.

3. PREPARE COLORED DRAWING AND COST ESTIMATE

- a. Revise original base sheet to reflect preferred Pinto field orientation to accommodate overhead lighting design.
- b. Prepare a colored drawing for PowerPoint presentation.

- c. Review document with Client. Obtain any comments and make adjustments to documents as noted by Client.
 - d. Complete document, convert to PDF format for PowerPoint presentation.
4. PREPARE COST ESTIMATE FOR POINTO BASEBALL FIELD AND PINTO/MUSTANG BASEBALL FIELD.
- a. Measure all areas of new construction work in order to determine quantity of materials and labor required to construct the project. All labor costs will be determined at State of California prevailing wage.
 - b. Calculate estimated probable cost for new concrete work.
 - c. Calculate estimated probable cost for backstops and related fencing.
 - d. Calculate quantity and estimated probable costs for total amount of baseball infield mix.
 - e. Calculate estimated probable costs for new irrigation work.
 - f. Calculate estimated probable costs for new turf additions and repair.
 - g. Calculate estimated probable costs for new benches, bleachers, baseball bases and related equipment.
 - h. Incorporate into cost estimate the electrical and lighting cost estimate already prepared by Musco Lighting.
5. ON-SITE OBSERVATIONS
- a. The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the District and the Consultant Landscape Architect, in order to observe the progress and quality of the Work completed by the Contractor during construction. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the District informed about the progress of the Work and shall advise the District about observed deficiencies in the Work.
 - b. If the District desires more extensive project observation or full-time project representation, the District shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

- c. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor not for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. However any noted deviations will be promptly reported to the District.
- d. Make on-site observations during construction as requested by the District. The following minimum site visits are recommended:
- 1) Job start meeting.
 - 2) Periodic visits during the construction phase.
 - 3) Irrigation system prior to backfilling, coverage test, and final adjustments.
 - 4) Planting: review plant material at site prior to installation; pre-maintenance and final maintenance inspection.

EXHIBIT "C"

COMPENSATION

A. COMPENSATION FOR LANDSCAPE ARCHITECTURAL SERVICES:

1. CONSTRUCTION DOCUMENT PHASE\$11,175.00
2. STRUCTURAL PLAN/REVIEW\$ 2,900.00
3. ELECTRICAL ENGINEERING..... \$ 4,560.00
4. CIVIL ENGINEERING..... \$ 3,600.00

CONTRACT FEE..... \$22,235.00

3. PREPARE COLORED PRESENTATION DRAWING...\$2,355.00
4. PREPARE COST ESTIMATE.....\$1,540.00

CONTRACT FEE.....\$3,895.00

TOTAL CONTRACT FEE.....\$26,895.00

5. ON SITE OBSERVATIONS – Shall be billed hourly as authorized.

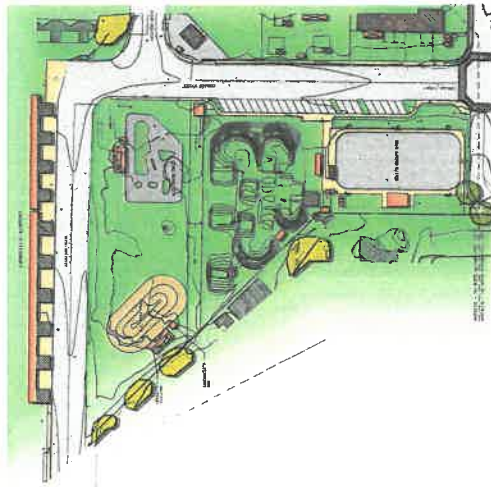
B. ADDITIONAL SERVICES

1. When the District requests additional work not included in this contract, additional services shall be charged for the time to complete that work as described in a contract amendment.
2. Compensation for additional services shall be at a rate of \$145.00 per hour for Principal time, \$120.00 per hour for Associate Landscape Architect time, \$95.00 per hour for Drafting/CAD Services, \$100.00 per hour for Certified Arborist Services, and \$45.00 per hour for Clerical Assistance. Billing should be in increments of 15 minutes .Travel time is not billable.

C. REIMBURSABLE EXPENSES

Payments for reimbursable expenses are due 30 days from date of invoice.

1. Reproduction of all documents, including postage and shipping charges shall be paid for at cost plus 15% for handling.
2. Mileage will be billed at \$0.54 permile.
3. Fees paid for securing approval of authorities having jurisdiction over the project.
4. Preparation of electronic documents for distribution (i.e. PDF, DWG, DWF, etc.)
5. Plotting sheets for Government and District submittals.
6. Attendance at conferences and meetings, other than those mentioned above, as requested by the District.
7. Cost for soil test.
8. Structural Engineer fees, if required.



1 FREEDOM PARK - NORTH SECTION



2 FREEDOM PARK - SOUTH SECTION

FREEDOM PARK

CAMARILLO, CALIFORNIA

JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS INC.
1000 MAIN ST., SUITE 100
CAMARILLO, CA 94010
TEL: (805) 466-1111

SCALE - 1"=40'

**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: January 3, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF A
PROFESSIONAL SERVICES AGREEMENT WITH
DELANE ENGINEERING, INC FOR THE DESIGN AND
CONSTRUCTION PLANS FOR SPRINGVILLE DOG
PARK**

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into a professional services agreement between the District and Delane Engineering for the design and construction plan documents for the Springville Dog Park hillside.

BACKGROUND

Springville Park was first developed in 1997 as a five-acre park located on Camino Tierra Santa and bisected by Zamora Drive. The south section of the park contains three tennis courts, off street parking, a children's play area and a portable restroom. The north section of the park is approximately a three-acre parcel. Improvements on the north section of the park included the Vista Gardens picnic area, off street parking for 25+ vehicles, and a softball field.

In 2010 the development of a secured off leash dog area was proposed with the scope of the project to include: approximately three quarters of an acre of useable turf area adjacent to the parking lot, extend the walkway to the entrance of the off-leash area, install 5-foot chain link fence that connected existing fencing, install bull pen with three access gates and add ADA parking and ramp installation. In 2015 the Camarillo Dog Parks Foundation (CDPF), donated \$5,000 to increase the size of the small dog area as well as install pavers to extend the entrance into this particular area.

The focus of this renovation is to address the slope on the north side of the park. The hillside is approximately 25-30 feet tall from the base of the grass to the top of the fenced area and approximately 390 feet long from the east to west fence lines. The continued erosion is attributed to dogs running up and down the hillside.

Staff identified this Capital Improvement Project in the FY 2017/2018 budget workshops and funded with the approval of the 2017/18 budget. The Board appropriated capital funds in the amount of \$81,000 to design and build a retaining wall at Springville Dog Park.

ANALYSIS

In 2016 staff placed a temporary fence along the hillside to mitigate any further damage to the hillside while evaluating a long-term solution. Currently, there are a couple of long term solutions to permanently mitigate erosion: 1) plant a mix of ground cover, shrubs, perennials

with different root depths as well as leave the chain link fence, or 2) build a retaining wall that will minimize erosion and maintain the slope's integrity, as well as add an attractive feature to the park.

The retaining wall is a more aggressive and long-term approach. Retaining walls are typically made of concrete or block and potentially last for 30-40 years depending plants and their root systems. A retaining wall is a short wall that prevents soil from sliding down any further. Small slopes may need only one wall at the base, while more extensive grades require a system of terraces every few feet. The initial plan is for a two-tier retaining wall with a fence or planting on the top of the upper wall to minimize the wear from patron's dogs.

Once staff has the Board approval of the professional agreement, staff will work with Delane Engineering on the design of the retaining walls and a fence on the top tier of the wall to keep animals from running up and down.

The scope of this project will need an engineering company to develop the specifications for the retaining wall located at Springville Dog Park. This agreement shall provide the District with three sets of construction document plans for the retaining wall and the following. The proposal details the construction documents as needed to complete the scope of work.

Scope of Work

1. FIELD TOPOGRAPHIC SURVEY

- a. Compile supplemental topographic mapping.
- b. Mapping shall include spot elevations, top/toe of slopes, surface utilities, and areas of proposed construction.

2. PRECISE GRADING, PAVING AND DRAINAGE PLANS

- a. Prepare one set of precise grading, paving and drainage plans.
- b. Soils and geology report.
- c. Plans shall include the design finish grades.

3. RETAINING WALL PLAN, PROFILE AND CALCULATIONS

- a. Revise the retaining wall plans and profiles that will be required for the new grading and street plan design.
- b. Plans will be prepared at a scale of 1" = 20'.
- c. Provide structural engineering services to prepare Retaining and Caisson Wall Plans for retaining walls that are not attached to building structures, within the project as shown on the Rough Grading Plans.
- d. Process the retaining wall plan and permit at the City of Camarillo Building and Safety Department.

4. FINAL COST ESTIMATE

- a. Prepare a Final Quantity and Cost Estimate based upon the final grading and improvement plans.
- b. Quantities shall be compiled using scaled and planimeter measurements from the grading and improvement plans approved by Client.
- c. Grading quantities for buttress and stability slopes, alluvial and colluvial removals, and other corrective geological requirements shall be based upon the data reported in the preliminary soils and geologic report provided by the Client.

STRUCTURAL PLANS

- a. Review with Structural Engineer calculations from existing slope construction documents and calculate a wall design.

COMPENSATION FOR STRUCTURAL ENGINEERING SERVICES:

1. FIELD TOPOGRAPHIC SURVEY	\$3,500
2. PRECISE GRADING, PAVING AND DRAINAGE PLANS	\$4,200
3. RETAINING WALL PLAN, PROFILE AND CALCULATIONS	\$8,000
4. FINAL COST ESTIMATE	\$ 900
5. PROJECT MEETING, MANAGEMENT, AND GOVERNMENT PROCESSING (T&M)	\$2,000

CONTRACT FEE **\$18,600**

FISCAL IMPACT

The District allocated \$81,000 from Capital funds for this project; these funds were designated in the FY 2017-2018 budget. The cost for the plans would be a total of \$18,600.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into a professional services agreement between the District and Delane Engineering for the design and construction plan documents for the Springville Dog Park hillside.

ATTACHMENT

- 1) Draft Agreement (14 pages)

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

This agreement is made and entered into, effective January 3, 2018 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and Delane Engineering, a California corporation ("Consultant").

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of a retaining wall located at Springville Dog Park ("Project").

WHEREAS, Consultant 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

Consultant 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 Consultant shall be performed in a diligent and professional manner.

Consultant 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 Consultant's Proposal, this Agreement, or any reports or documents prepared here within.

Consultant agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager and Park Services Manager.

As further described on Exhibit "B", **Consultant's Services include:**

1. Construction Documents
2. Structural Plans for a two (2) retaining wall
3. Prepare a cost estimate for Labor and Materials
4. On-site Observations

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 June 30, 2018. Consultant 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant'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 Consultant 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 Consultant.
- b. Consultant 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.

Consultant will supply all tools and instruments required to perform its services under this Agreement.

- c. Pursuant to this Agreement, Consultant 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

Consultant 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 Consultant's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments

Consultant 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. Consultant 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 Consultant'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

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

8. Acknowledgment of Relationship

Consultant 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 Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant 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 Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of

Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute as further described on Exhibit "C".

Total Project Cost not to Exceed: \$18,600

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

10. Assistance by District

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

The District's Project Manager shall be Bob Cerasuolo, Park Services Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant 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

Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant'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 Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

13. Indemnification and Hold Harmless; Insurance Requirements

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under Section 2782.8 of the California Civil Code ("Section 2782.2") applicable to services

provided by a “design professional” as defined in said statute, Consultant shall indemnify, but not defend and hold harmless District and its officers, employees, agents and agents (the “District's Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including reasonable 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 Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. Notwithstanding anything else to the contrary herein, in the event Consultant is a “design professional” as defined by Section 2782.8, Consultant’s duty to defend and costs associated with such defense are limited to that proportionate percentage of fault of the claims or damages that are caused by Consultant’s actions or inactions, as determined in a final judgment by a court of law or final resolution by an arbitrator or panel of arbitrators. Consultant’s duty to defend under this Agreement shall not include an obligation for Consultant to provide a defense or pay the cost of such defense for City or the City’s Parties’ negligent acts, omissions or fault.”

b. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant 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 Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Submission of insurance certificates or other proof of coverage shall not relieve Consultant 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, Consultant 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 Consultant to any person or entity without the advance written consent of District. Consultant shall not employ any subcontractors for its work.

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant'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 Consultant: Delane Engineering, Attn: Scott Uhles,
2812 Santa Monica Blvd, suite 206,
Santa Monica, CA 90404

To District: **PLEASANT VALLEY RECREATION & PARK DISTRICT**
Attn: Bob Cerasuolo, Parks Services Manager
1605 East 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 Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, 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

Consultant 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

Consultant 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. Consultant 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:

By: _____
Clerk of Board

Consultant: Delane Engineering

California Corporation

By: _____
Name:
President

By: _____
Name:
Vice President

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

Consultant 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 Consultant, 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.
4. Professional Liability or Error and Omissions Insurance. A policy of \$1,000,000 professional liability insurance in an amount not less than \$1,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the District.

MINIMUM LIMITS OF INSURANCE

Consultant 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.

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) Consultant 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 Consultant.
2. For any claims related to this Agreement, Consultant'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 Consultant'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 coverages 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, Consultant 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

Consultant 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

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

END OF PAGE

EXHIBIT “B”

SCOPE OF WORK

The services of the Consultant, a Structural engineer, shall provide the District three (3) sets of construction documents (plans) for the retaining walls located at the Springville Dog Park.

Services provided by Consultant shall be phased and completed based on the proposed project description as noted below:

1. FIELD TOPOGRAPHIC SURVEY

Consultant shall compile supplemental topographic mapping by conventional field methods for final design purposes. Topography shall include locations and elevations of site features. The mapping shall include spot elevations, top/toe of slopes, driveways, surface utilities, and areas of proposed construction joins.

2. PRECISE GRADING, PAVING AND DRAINAGE PLANS

Consultant shall prepare one set of Precise Grading, Paving and Drainage Plans for the Project based upon the approved site plan, the soils and geology report provided by the Client, the appropriate governmental jurisdictional agency's Grading Ordinance, and the Architectural Plans supplied by the Client.

The Plans shall include the design of finish grades for curbs, gutters, paved areas, walkways, exterior landscape areas, building pads, finished floor elevation and drainage devices.

3. RETAINING WALL PLAN, PROFILE AND CALCULATIONS

Consultant shall revise the retaining wall plans and profiles that will be required for the new grading and street plan design. Plans will be prepared at a scale of 1" = 20'. Six (6) sheets will be provided (three plan and profile views and three detail sheets). Consultant and/or subconsultant will provide structural engineering services to prepare Retaining and Caisson Wall Plans for retaining walls that are not attached to building structures, within the project as shown on the Rough Grading Plans. Three (3) plan checks have been assumed in order to secure plan approval; additional plan checks will be performed, if required, at no additional fee.

Any changes to the building size or shape, revisions to the Tentative Tract Map, Site Plan, or modifications required by the Client's Landscape Consultants, or any other similar changes to the Plot/Precise Grading Plan affecting the retaining wall requirements may result in additional engineering services, which will be completed as additional services for an additional fee. Consultant will process the retaining wall plan and permit at the City of Moorpark Building and Safety Department.

4. FINAL COST ESTIMATE

Consultant shall prepare a Final Quantity and Cost Estimate based upon the final grading and improvement plans. Quantities shall be compiled using scaled and planimeter measurements from the grading and improvement plans approved by Client. Grading quantities for buttress and stability slopes, alluvial and colluvial removals, and other corrective geological requirements shall be based upon the data reported in the preliminary soils and geologic report provided by the Client. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only, and Consultant shall not be responsible for fluctuations in cost factors.

5. PROJECT MEETING, MANAGEMENT, AND GOVERNMENT PROCESSING (T&M)

Consultant shall attend regularly scheduled meetings with Client and agency to review the progress of the work included within this contract and to provide consulting services. The Consultant will also coordinate directly with the client, and architect. A total of 13 hours has been budgeted for this task. Additional work will be performed, if required, on an hourly basis for an additional fee.

1. STRUCTURAL PLANS

Review with Structural Engineer calculations for two tier (2) retaining walls.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor not for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. However any noted deviations will be promptly reported to the District.

EXHIBIT "C"

COMPENSATION

A. COMPENSATION FOR STRUCTURAL ENGINEERING PLANS FOR SPRINGVILLE DOG PARK

1. FIELD TOPOGRAPHIC SURVEY	\$3,500
2. PRECISE GRADING, PAVING AND DRAINAGE PLANS	\$4,200
3. RETAINING WALL PLAN, PROFILE AND CALCULATIONS	\$8,000
4. FINAL COST ESTIMATE	\$900.
5. PROJECT MEETING, MANAGEMENT, AND GOVERNMENT PROCESSING (T&M)	\$2,000

TOTAL \$18,600

Note: *REIM is abbreviation for Estimated Reimbursable Expenses.

Note: Work Tasks shown herein which are not required will not be invoiced. Work Tasks shown herein which are not completed will be invoiced only for the percentage of work actually performed. The fees proposed herein shall be valid for a period of 90 calendar days from the date of this Agreement

B. ADDITIONAL SERVICES

1. When the District requests additional work not included in this contract, additional services shall be charged for the time to complete that work as described in a contract amendment.

C. REIMBURSABLE EXPENSES N/A

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Lanny Binney, Recreation Supervisor

DATE: January 3, 2018

**SUBJECT: UPDATE ON PROPOSED CONVERSION OF TENNIS
COURTS TO PICKLEBALL COURTS AT BOB KILDEE
PARK**

RECOMMENDATION

It is recommended that the Board provide direction on converting two tennis courts into four pickleball courts at Bob Kildee Park.

BACKGROUND

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

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

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

In early 2017 the District painted pickleball lines on two of the existing tennis courts at Bob Kildee Park. There has been an increase in outdoor pickleball play on the District's tennis courts, however regular attendance for open play has not been kept.

Staff met with both groups on December 4th to discuss options of converting two of the tennis courts to four pickleball courts. The tennis group had concerns about any tennis courts being converted to pickleball. This stems from a fear of more tennis courts being converted in the future. The pickleball group would like to see three tennis courts converted to 6 pickleball courts.

ANALYSIS

Staff presented to the Board three different options and cost updates at the September 2017 Board Meeting. Staff was directed to further research the conversion of tennis courts to pickleball courts to include: sound barriers, fencing updates, resurface all courts and the option of converting one more court to pickleball down the road when needed.

Based on the increased number of pickleball players and the national average of tennis courts a community should have, staff is proposing to convert tennis courts 1 and 2 to permanent pickleball courts. Court 3 could be used as a multi-use for both pickleball and tennis use or just leave for tennis. This plan would also involve converting courts 4 and 5 back to tennis by eliminating the existing pickleball lines and repainting for tennis.

Staff has met to discuss and bring back updated costs regarding the conversion of tennis courts into pickleball courts. The following is a list of updated cost considerations: resurfacing the courts, adding a sound barrier wind screen, potentially re-engineering the fence posts to support the sound barrier wind screen, planting shrubs along the street as well as other fencing options along Eston Street.

At the September Board Meeting, staff brought up three options for converting the tennis courts. Below are the cost estimates from the original information as well as the requested information to include: sound barriers, fencing, wind screen, and landscaping.

- Contractors were asked to provide estimated costs for three options:
 - Option A: convert the caged tennis court to two permanent pickleball courts
 - Option B: convert three tennis courts to a total of six permanent pickleball courts
 - Option C: repair/repaint the complex, keeping three permanent tennis courts and converting the other three tennis courts to six permanent pickleball courts
- Staff received cost estimates from two companies and the ranges for each option were:
 - Option A: \$7,500-\$14,500
 - Option B: \$21,500-\$38,400
 - Option C: \$41,500-\$56,400
- The cost of the Acoustifence to cover the east fence on court 3 and court 4 is \$20,000. This does not include the cost of re-engineering the fence and poles to support the Acoustifence. That cost is unknown.
- Option of placing a wood fence on Eston Street at the sidewalk to diminish the noise. The cost of a wood fence at 120 linear feet and 8 feet high would be \$10,270 (court 3 only). The cost for a wood fence at 240 linear and 8 feet high on courts 3 and 4 would be \$19,200. Doing the job in house would be about half the price. Staff could also add irrigation and landscape to help reduce the noise. This cost would be \$5,000-\$7,000.
- Replacing the existing tennis fence around the whole court. Replacing the fence would be \$67,385. The cost of just tightening the fence and replacing the bottom rails would be \$11,691.
- Installing a regular windscreen surrounding perimeter would cost approximately \$8,000.

The total approximate costs from a minimum to a maximum for the project per the above specifications:

<u>Item</u>	<u>Minimum</u>	<u>Maximum</u>
Court conversion and repair courts	\$21,500	\$56,400
Acoustifence covering east end (does not include re-engineered fence & Poles)	\$20,000	\$20,000
*Wood Fence (alternative to Acoustifence)	\$10,720	\$19,200
Replacing tennis fence		\$67,385
Tightening existing fence and rail	\$11,691	\$11,691
Putting on a regular windscreen	\$ 8,000	\$8,000
Total	\$71,911	\$182,676

*Staff could do for about half of this.

FISCAL IMPACT

While there is no immediate fiscal impact if the Board should decide to move ahead, the District could allocate an estimated \$71,911 to \$182,676 for the conversion of two pickleball courts and replacing the fencing and adding a wind screen.

RECOMMENDATION

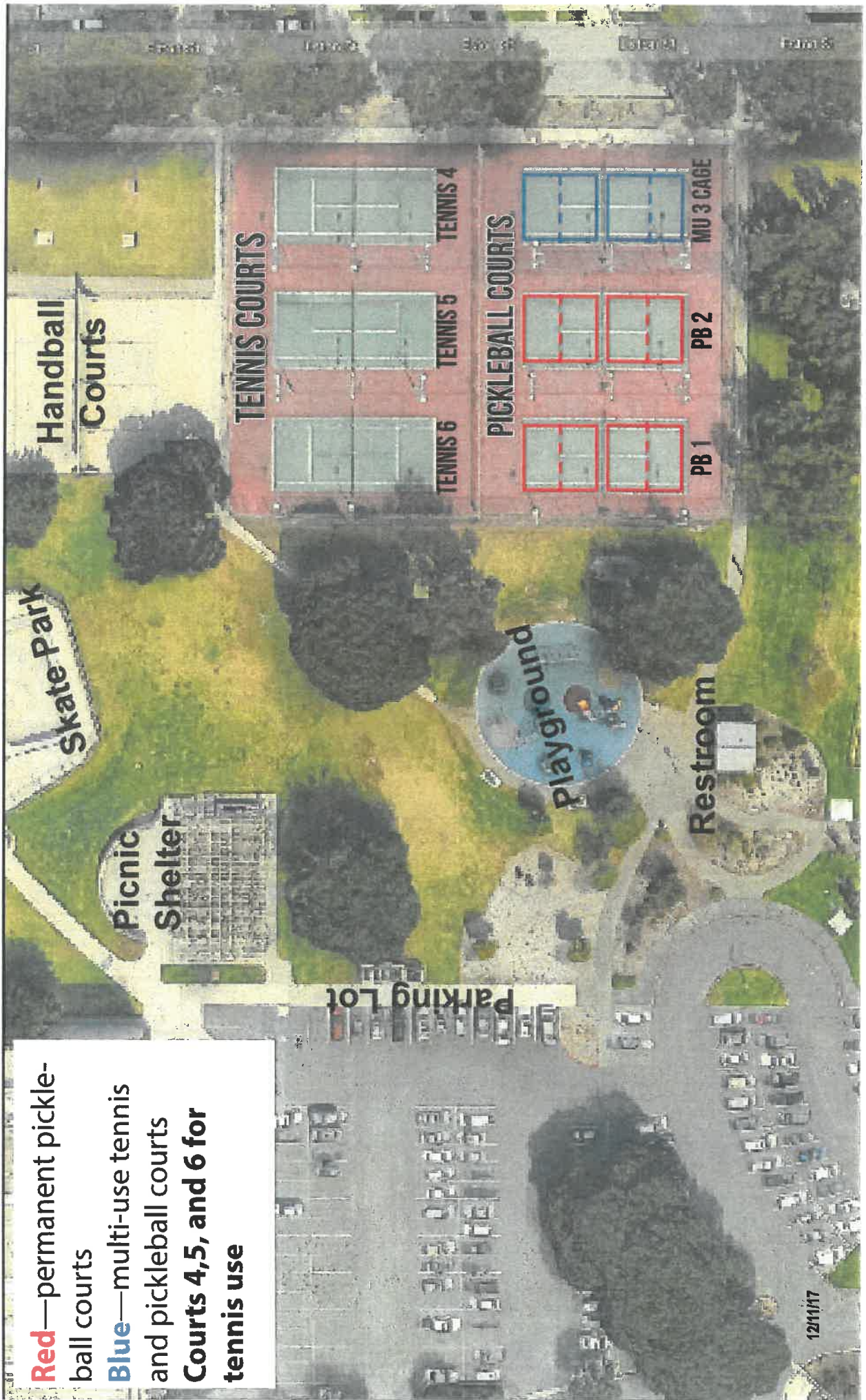
It is recommended that the Board provide direction on converting two tennis courts into four pickleball courts at Bob Kildee Park.

ATTACHMENTS

- 1) Bob Kildee Park Layout (1 page)

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

Red—permanent pickleball courts
Blue—multi-use tennis and pickleball courts
Courts 4, 5, and 6 for tennis use



12/11/17

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

TO: BOARD OF DIRECTORS

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

DATE: January 3, 2018

**SUBJECT: MATURITY OF THE 2017 ONE YEAR AND THE 2016
TWO YEAR CERTIFICATES OF DEPOSIT (CD)**

RECOMMENDATION

It is recommended the Board review and provide staff direction for the 2016 and 2017 certificate of deposits (CD) with a maturity date of February 9, 2018 (for the 2016 CD) and February 17, 2018 (for the 2017 CD).

BACKGROUND

In February 2016, the District purchased a two-year certificate of deposit in the amount of \$245,000 with Multi-Bank Securities. The certificate of deposit comes to maturity on February 9, 2018. The Board has the option to either take the funds or roll the funds into another bond. The current two-year certificate of deposit currently has a rate 1.20%. The certificate of deposit has estimated interest earnings of \$2,940.00 at maturity.

Again, in February 2016 the District purchased a one year certificate of deposit in the amount of \$249,000 with Multi-Bank Securities. The certificate of deposit comes to maturity on February 17, 2018. The Board has the option to either take the funds or roll the funds into another bond. The current one-year certificate of deposit currently has a rate of 0.90%. The certificate of deposit has estimated interest earnings of \$2,241.00 at maturity.

According to the PVRPD Investment Policy and the California Debt & Investment Advisory Council, the District can only invest up to 40% of the total investment portfolio in a single security type. Although, certificates of deposits are limited up to 30% of the investment portfolio according to the California Debt & Investment Advisory Council with the maximums not to exceed 5 years. As of November 7, 2017, the District can invest up to \$2,223,295 with Multi-Bank Securities; the District currently has \$1,139,000 invested with MBS.

ANALYSIS

When the District invested with Multi-Bank Securities, the District opted to have ladder certificates of deposit listed. Ladder certificates are certificates that mature yearly. The District has two CD's maturing in 2018, one in 2020, and two certificates maturing in 2021.

When reviewing the U.S. Treasury Type of CD the District purchased, you will notice in the chart below there are two 5-year bonds with different interest rates. To keep the District funds

insured with Federal Deposit Insurance Corporation (FDIC), the District could only deposit up to \$250,000 per institution, therefore the District would have to purchase two 5-year bonds with two different institutions to insure the funds are protected by FDIC. The below table is the **CURRENT** investments the District has with Multi-Bank Securities.

U.S. Treasury Type	Interest Rate	Amount of Investment
2018	0.900%	\$249,000
2018	1.200%	\$245,000
2020	1.650%	\$245,000
2021	1.700%	\$200,000
2021	1.950%	\$200,000

As two of the CD's mature in February of 2018, the Board will need to once again decide if the District wants to reinvest these funds. Currently, there are two options: 1) Reinvest or roll over the CD's with Multi-Bank Securities or 2) Place funds into the Ventura County Pool. The below table is the Current investment rates for both MBS and Ventura County Pool.

U.S. Treasury Type (MBS)	As of December 27, 2017
US 3 Month	1.427%
US 6 Month	1.488%
US 1 Year	1.670%
US 2 Year	1.891%
US 3 Year	2.000%
US 5 Year	2.215%
Ventura County Pool	0.93%

These funds are earmarked as Quimby Funds which means they are restricted funds for developing new parks/recreation facilities or rehabilitating existing neighborhood/community parks and recreational facilities. The District has currently embarked on a "*Senior and Community Recreation Facility Needs Assessment Study*." Since the District is still in the assessment process, the Board must determine to either reinvest in CD's or place the money in the Ventura County Pool until the assessment has been finalized.

COMMITTEE

Staff met with the Finance Committee on November 15, 2017 to discuss the options of the maturing CD's. The Finance Committee asked staff to lay out both the options to reinvest/roll over the CD's or to place the funds into the Ventura County Pool.

FISCAL IMPACT

There is no direct impact to the budget. This investment only affects the Quimby Funds and possible future projects the District plans to pursue.

RECOMMENDATION

It is recommended the Board review and provide staff direction for the 2016 and 2017 certificates of deposit (CD) with a maturity date of February 9, 2018 (for the 2016 CD) and February 17, 2018 (for the 2017 CD).

**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: January 3, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF AUDITORIUM
RESTROOM REMODEL**

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to direct staff to move forward with the auditorium restroom remodel with a budget amount not to exceed \$65,000.

BACKGROUND

This Capital Improvement Project was identified as part of the FY 2017/2018 budget. The Board appropriated capital funds in the amount of \$65,000 to remodel the auditorium restrooms.

The auditorium was built in 1969 and has seen limited upgrades. Over the course of the past ten years the following items have been addressed: 1) removed and replaced the vinyl flooring, 2) refinished the stage flooring, 3) updated the lighting for better efficiency, 4) applied a fire-retardant spray to the curtains, and 5) partnered with Journey to update the audio and visual systems within the Community Center.

Over the past 5 years, this facility has seen a continued increase in use from District run classes and events to outside group rentals. During 2012, the auditorium was used approximately 281 days or approximately 77% of the available days compared to the current use of over 317 days or 94% of the available days. This also means the facilities have seen an increase in the number of users, rising from approximately 30,000 patrons per year to over 46,800 patrons. In 2013 the District entered into a use agreement (which was renewed this past year) with Journey the Church and building usage has since increased to a consistent seven days a week.

ANALYSIS

The current project within the auditorium to be addressed and updated are the men's and women's restrooms. The recommended remodel would include: modifying restroom entries to accommodate the A.D.A. regulations, removing tile off the floors and walls, and removing built-in hand towels and trash containers. The project will also provide the District the ability to update lighting, wall finishes for increased durability, existing concrete floors, and new sinks and toilets.

This project should begin in February with demolition and updates to the women's restroom. The men's restroom demolition and updating would begin following completion of the women's restroom. To accommodate the patrons, staff will rent portable restrooms. The goal is to have the project finished prior to the Senior Expo in May.

Scope of Work

The following items will be addressed: 1) Demolition of all floor and wall tile, remove partitions, remove sinks, counter tops and toilets, in-wall trash receptacles, lighting, 2) remove four (4) inches of men’s entry doorway to meet A.D.A. specifications, 3) patch where receptacles were removed, 4) float out walls and ceiling to a smooth finish, 5) grind down existing concrete floors for a smooth surface then seal, 6) install wall tile up to a five foot height, 7) install new sinks and toilets, 8) paint with semi-gloss enamel, and 9) install new lighting. Square footage for each restroom is approximately 350 square foot for a total of 700 square feet.

Estimated Material Prices:

Demolition dump fees		\$1,000
Tile	700 sq ft	\$6,000
Trough sinks	2 @ \$1500	\$3,000
Or 7 individual		\$1,000
Hardware for the sinks 4-7 faucets	7 @ \$500	\$3,500
Hardware for the urinals and toilets	7 @ \$500	\$3,500
Urinals	4 @ \$400	\$1,600
Toilets	7 @ \$500	\$3,500
Lighting	16 @ \$100	\$1,600
Sealer for the floors	3 @ \$100	\$300
Drywall material	4 @ \$100	\$400
Portable restrooms	1 @ \$1,400	\$4,200 3 months
	Total =	\$29,600

Labor for this project will be completed with a combination of staff and Journey volunteers as well as contractors.

FISCAL IMPACT

The District allocated \$65,000 from Capital funds for this project; these funds were designated in the FY 2017-2018 budget.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to direct staff to move forward with the auditorium restroom remodel with a budget amount not to exceed \$65,000.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Megan Hamlin, Administrative Analyst

DATE: January 3, 2018

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 582 AMENDING BOARD BYLAWS AND RULES OF
PROCEDURE**

RECOMMENDATION

It is recommended the Board adopt Resolution No. 582 amending the Board Bylaws and Rules of Procedure for the conduct of Board Business.

BACKGROUND

The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.13 and Government Code Section 54954(a) governing all aspects of the management and operation of Special Districts. Within these sections, the code requires that special districts establish policies and procedures for the orderly and efficient operation of Board business.

ANALYSIS

It has been common practice to review the Board Bylaws and update if necessary according to current Governmental Code and Public Resource Code. A draft set of Board Bylaws and Rules of Procedure was updated and clarified by staff and legal counsel. Staff met with the Policy Committee in November to review the document. The updates and revisions to the Board Bylaws and Rules of Procedure have been included in the attachments. The impact changes are as follows:

- Section 2: (B) Clarified the days officers shall be elected at each general election and/or at the beginning of each new term.
- Section 3: (E) Specified Robert's Rules of Order as procedural rules of order for conduct of Board business.
- Section 3: (I) Removal of words "on matters which are confidential under state law."
- Section 6: Included Resolution number from previously adopted Board Bylaws and procedures.

Staff has prepared a redlined and clean version of the Board Bylaws and Rules of Procedure for the conduct of Board Business with revisions identified by the Policy Committee.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with approval of the revised Board Bylaws and Rules of Procedure for the conduct of Board Business.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 582 amending the Board Bylaws and Rules of Procedure for the conduct of Board Business.

ATTACHMENTS

- 1) Redlined Board Bylaws and Rules of Procedure for the Conduct of Board Business
(4 pages)
- 2) Amended Board Bylaws and Rules of Procedure for the Conduct of Board Business
(4 pages)
- 3) Roberts Rules of Order - Summary Version (6 pages)

RESOLUTION No. ~~582~~XXX

BOARD BYLAWS AND RULES OF PROCEDURE

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ESTABLISHING BYLAWS AND RULES OF PROCEDURE
FOR THE CONDUCT OF BOARD BUSINESS

WHEREAS, in accordance with Government Code section 54954(a) and Public Resources Code section 5784.13, the Board of Directors ("Board") of the Pleasant Valley Recreation and Park District ("District") must specify the time and place for the holding of regular Board meetings, and enact rules for Board proceedings; and

WHEREAS, the Board accordingly desires to establish Board Bylaws and Rules of Procedure for the orderly and efficient operation of Board business.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby establishes the following Board Bylaws and Rules of Procedure:

Section 1. Power & Authority of Board.

- (A) **The Board.** The Board is the legislative body of the District. The Board possesses and shall exercise its powers in accordance with the District's principal act [the Recreation and Park District Law, Public Resources Code section 5780 et seq.], and other provisions of law governing the District and Board, including but not limited to the Ralph M. Brown Act (Government Code section 54950 et seq.).
- (B) **Roles & Responsibilities.** The Board is the District's policy maker. The District General Manager together with District staff shall administer and implement Board policies and directives. The Board shall provide direction to District staff through the General Manager or designee on all new and/or major issues. Individual Board members shall not direct staff to initiate an action, project, or study, or prepare a report which is significant in nature (exceeding 10 hours to accomplish) without approval of the Chair or a majority of the Board. All Directors shall receive or be notified of information requested by an individual Board member. The Board and District staff shall strive to work together in a positive, professional relationship.

Section 2. Board Officers.

- (A) **Officers.** Pursuant to Public Resources Code section 5784.7, the officers of the Board are a Chair and Vice Chair, respectively. The Board shall also elect a Secretary. No member of the Board may hold more than one (1) office.
- (B) **Election.** Board officers shall be elected by the Board ~~within forty-five (45) days of each general district election or unopposed election, or at beginning of each~~

~~new term, the board shall meet and elect its officers~~ for one-year terms, at the Board's annual reorganization meeting each year.

- 1) **Chair:** The Chair shall: (a) preside at all meetings of the Board to preserve order and decorum; (b) call special meetings of the Board as may be necessary; (c) consult with the General Manager and District staff in the preparation of Board meeting agendas; (d) appoint the chairs and members of Board committees, and establish ad hoc or advisory committees; (e) act as Board spokesperson concerning District issues; (f) sign District documents, as required or appropriate; and (g) perform other duties as may be required by law.
- 2) **Vice Chair:** In the event of absence, resignation or inability of the Chair to perform those duties of office listed in the preceding paragraph, the Vice Chair shall perform such duties.
- 3) **Secretary:** The Secretary, through the employee Clerk of the Board, shall be responsible for: (a) keeping accurate minutes of all meetings; (b) providing advance and proper notice of meetings in accordance with law; (c) countersigning any District documents, as required or appropriate; and (d) carrying out other duties as may be required by law.
- 4) **Finance Officer:** Pursuant to Public Resources Code section 5784.9, the Board shall appoint a Finance Officer. The Board hereby appoints the General Manager as the Finance Officer.
- 5) **Pleasure of Directors:** Officers shall serve at the pleasure of the majority of the Directors. At a regular or special meeting, a majority of the total membership of the Board may: (a) elect a successor to fill any officer vacancy created by absence, resignation or inability to perform the duties of office; or (b) remove an officer prior to the expiration of his or her one-year term. In such event, the Board shall elect a Director to fill such position for the balance of the then-current one-year term.

Commented [A1]: Hence, some boards appoint a secretary while others let the position default to a staff position.

Section 3. Board Meetings. All Board meetings shall be held in accordance with the Ralph M. Brown Act, Government Code section 54950 et seq., and any other requirements established by law.

- (A) **Regular Meetings:** The regular monthly Board meetings shall be held on the first Wednesday of each calendar month, commencing at 6:00 p.m., at the City of Camarillo, City Hall Council Chambers at 601 Carmen Drive, Camarillo, California 93010. The Community Center at 1605 E. Burnley Street, Camarillo California 93010 is allocated as an alternate meeting location in the event the primary location specified is unavailable due to unforeseen circumstances. The Board may adjourn any regular meeting to a specific time and place, as set forth in the order of adjournment and in accordance with law.
- (B) **Special Meetings:** A special meeting may be called at any time by the Chair or by a majority of Directors, in accordance with the Ralph M. Brown Act. Such

meetings shall be held at the District office, unless otherwise specified in the written notice of the meeting.

- (C) **Emergency Meetings:** An emergency meeting may be called at any time, if an "emergency situation" exists as defined in the Ralph M. Brown Act.
- (D) **Quorum:** Three Directors constitute a quorum of the Board for the transaction of business. The Board shall act by ordinance, resolution or motion. Except as otherwise provided by law, a recorded majority vote of the total membership of the Board is required on each action. The Board shall keep a record of all its acts, including financial transactions.
- (E) **Procedures & Order:** Rules for order and procedure of Board meetings shall be determined by the Chair and subject to approval by a majority of the Board. Robert's Rules of Order shall ~~not~~ apply to or govern the procedures for the conduct of Board business. In the case of ambiguity or uncertainty in the application of rules to any procedure, the Chair may direct such question to the District's Legal Counsel, who shall be the parliamentarian for the Board.
- (F) **Public Input:** Meeting agendas shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public, before or during the Board's consideration of an item, in accordance with the requirements of the Ralph M. Brown Act. Speakers shall be requested, but cannot be required, to fill out a speaker card and state their name and city of residence for the record and thereafter address their remarks to the Board. Speakers on non-agenda items may address only items that are within the subject matter jurisdiction of the Board. Speakers on agenda items may be deferred until the specific agenda item is taken for discussion. All speakers are limited to three (3) minutes. The total time allotted for all public input on any one agenda item shall be limited to one (1) hour, in the discretion of the Chair, taking into consideration the number of speakers filing a request to address the Board. All questions of staff or the District shall be directed to the Chair, who will decide if a question is appropriate and who will respond. Typically, public inquiries on technical matters shall be referred to the General Manager or other District staff.
- (G) **Voting:** Voting shall occur by voice vote, except that a roll call vote shall occur if the item is an ordinance, resolution, or contract, or if a roll call vote is requested by any Director or is otherwise required by law. The Chair shall determine whether an item has been approved or adopted.
- (H) **Disqualification For Conflict of Interest:** Any Board member who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state the nature of such disqualification, recuse themselves, step down from the dais and leave the meeting room until the matter is concluded.

(l) **Litigation & Confidential Information.**

(1) **Closed Sessions:** Board members shall keep in complete confidence all written materials and information provided to them during closed session, ~~on matters which are confidential under state law~~, to ensure that the District's position is not compromised. Board members shall not discuss confidential information with anyone other than other Board members, the General Manager or designee, and District Legal Counsel, and any such discussion shall be in accordance with the Ralph M. Brown Act.

(2) **Negotiations:** If the Board in closed session has provided direction on negotiations concerning a closed session item (e.g. real property negotiations, litigation, etc.), all contact(s) with the other party or its representative(s) will be by the designated District representative (Board member, General Manager or designee, or District Legal Counsel) representing the District. Unless designated as a representative, a Board member shall not have contact or discussion with the other party or its representative(s) during the negotiations period, and shall not communicate any discussion or information occurring or provided in closed session.

Section 4. Board Committees. There shall exist the following standing committees of the Board: (a) Finance; (b) Foundation; (c) Liaison; (d) Long-Range Planning; (e) Personnel; and (f) Policy. Each committee is a "legislative body" and shall comply with applicable requirements of the Ralph M. Brown Act. Each committee shall determine the time and place for holding regular meetings.

Section 5. Amendments. These Board Bylaws and Rules of Procedure may be amended by a majority of the total membership of the Board.

Section 6. Effective Date. These Board Bylaws and Rules of Procedure shall take effect immediately and shall supersede **Resolution No. 515** previously-adopted Board bylaws and procedures.

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS on **January 3, 2018**, by the following vote:

Ayes:
Nays:
Abstain:

Mark Malloy
Chair, Board of Directors

Attested:

Elaine Magner
Secretary, Board of Directors

RESOLUTION NO. 582

BOARD BYLAWS AND RULES OF PROCEDURE

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ESTABLISHING BYLAWS AND RULES OF PROCEDURE FOR THE CONDUCT OF BOARD BUSINESS

WHEREAS, in accordance with Government Code section 54954(a) and Public Resources Code section 5784.13, the Board of Directors ("Board") of the Pleasant Valley Recreation and Park District ("District") must specify the time and place for the holding of regular Board meetings, and enact rules for Board proceedings; and

WHEREAS, the Board accordingly desires to establish Board Bylaws and Rules of Procedure for the orderly and efficient operation of Board business.

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new term, the board shall meet and elect its officers for one-year terms, at the Board's annual reorganization meeting each year.

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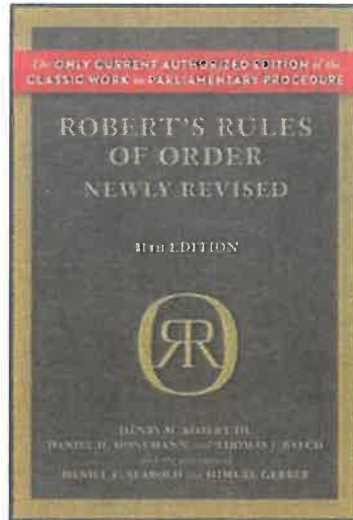
ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS on January 3, 2018, by the following vote:

Ayes:
Nays:
Abstain:

Mark Malloy
Chair, Board of Directors

Attested:

Elaine Magner
Secretary, Board of Directors



Robert's Rules of Order - Summary Version

Introduction to Robert's Rules of Order

What Is Parliamentary Procedure?

It is a set of rules for conduct at meetings that allows everyone to be heard and to make decisions without confusion.

Why is Parliamentary Procedure Important?

Because it's a time tested method of conducting business at meetings and public gatherings. It can be adapted to fit the needs of any organization. Today, Robert's Rules of Order newly revised is the basic handbook of operation for most clubs, organizations and other groups. So it's important that everyone know these basic rules!

Organizations using parliamentary procedure usually follow a fixed order of business. Below is a typical example:

1. Call to order.
2. Roll call of members present.
3. Reading of minutes of last meeting.
4. Officer's reports.
5. Committee reports.
6. Special orders --- Important business previously designated for consideration at this meeting.
7. Unfinished business.
8. New business.
9. Announcements.
10. Adjournment.

The method used by members to express themselves is in the form of moving motions. A motion is a proposal that the entire membership take action or a stand on an issue. Individual members can:

1. Call to order.
2. Second motions.
3. Debate motions.
4. Vote on motions.

There are four Basic Types of Motions:

1. **Main Motions:** The purpose of a main motion is to introduce items to the membership for their consideration. They cannot be made when any other motion is on the floor, and yield to privileged, subsidiary, and incidental motions.
2. **Subsidiary Motions:** Their purpose is to change or affect how a main motion is handled, and is voted on before a main motion.
3. **Privileged Motions:** Their purpose is to bring up items that are urgent about special or important matters unrelated to pending business.
4. **Incidental Motions:** Their purpose is to provide a means of questioning procedure concerning other motions and must be considered before the other motion.

How are Motions Presented?

1. **Obtaining the floor**
 - a. Wait until the last speaker has finished.
 - b. Rise and address the Chairman by saying, "Mr. Chairman, or Mr. President."
 - c. Wait until the Chairman recognizes you.
2. **Make Your Motion**
 - a. Speak in a clear and concise manner.
 - b. Always state a motion affirmatively. Say, "I move that we ..." rather than, "I move that we do not ..."
 - c. Avoid personalities and stay on your subject.
3. **Wait for Someone to Second Your Motion**
4. **Another member will second your motion or the Chairman will call for a second.**
5. **If there is no second to your motion it is lost.**
6. **The Chairman States Your Motion**
 - a. The Chairman will say, "it has been moved and seconded that we ..." Thus placing your motion before the membership for consideration and action.
 - b. The membership then either debates your motion, or may move directly to a vote.
 - c. Once your motion is presented to the membership by the chairman it becomes "assembly property", and cannot be changed by you without the consent of the members.
7. **Expanding on Your Motion**

- a. The time for you to speak in favor of your motion is at this point in time, rather than at the time you present it.
 - b. The mover is always allowed to speak first.
 - c. All comments and debate must be directed to the chairman.
 - d. Keep to the time limit for speaking that has been established.
 - e. The mover may speak again only after other speakers are finished, unless called upon by the Chairman.
8. Putting the Question to the Membership
- a. The Chairman asks, "Are you ready to vote on the question?"
 - b. If there is no more discussion, a vote is taken.
 - c. On a motion to move the previous question may be adapted.

Voting on a Motion:

The method of vote on any motion depends on the situation and the by-laws of policy of your organization. There are five methods used to vote by most organizations, they are:

1. By Voice -- The Chairman asks those in favor to say, "aye", those opposed to say "no". Any member may move for a exact count.
2. By Roll Call -- Each member answers "yes" or "no" as his name is called. This method is used when a record of each person's vote is required.
3. By General Consent -- When a motion is not likely to be opposed, the Chairman says, "if there is no objection ..." The membership shows agreement by their silence, however if one member says, "I object," the item must be put to a vote.
4. By Division -- This is a slight verification of a voice vote. It does not require a count unless the chairman so desires. Members raise their hands or stand.
5. By Ballot -- Members write their vote on a slip of paper, this method is used when secrecy is desired.

There are two other motions that are commonly used that relate to voting.

1. Motion to Table -- This motion is often used in the attempt to "kill" a motion. The option is always present, however, to "take from the table", for reconsideration by the membership.
2. Motion to Postpone Indefinitely -- This is often used as a means of parliamentary strategy and allows opponents of motion to test their strength without an actual vote being taken. Also, debate is once again open on the main motion.

Parliamentary Procedure is the best way to get things done at your meetings. But, it will only work if you use it properly.

1. Allow motions that are in order.
2. Have members obtain the floor properly.
3. Speak clearly and concisely.

4. Obey the rules of debate.

Most importantly, *BE COURTEOUS*.

For Fair and Orderly Meetings & Conventions

Provides common rules and procedures for deliberation and debate in order to place the whole membership on the same footing and speaking the same language. The conduct of ALL business is controlled by the general will of the whole membership - the right of the deliberate majority to decide. Complementary is the right of at least a strong minority to require the majority to be deliberate - to act according to its considered judgment AFTER a full and fair "working through" of the issues involved. Robert's Rules provides for constructive and democratic meetings, to help, not hinder, the business of the assembly. Under no circumstances should "undue strictness" be allowed to intimidate members or limit full participation.

The fundamental right of deliberative assemblies requires all questions to be thoroughly discussed before taking action!

The assembly rules - they have the final say on everything!

Silence means consent!

- Obtain the floor (the right to speak) by being the first to stand when the person speaking has finished; state Mr/Madam Chairman. Raising your hand means nothing, and standing while another has the floor is out of order! Must be recognized by the Chair before speaking!
- Debate cannot begin until the Chair has stated the motion or resolution and asked "are you ready for the question?" If no one rises, the chair calls for the vote!
- Before the motion is stated by the Chair (the question) members may suggest modification of the motion; the mover can modify as he pleases, or even withdraw the motion without consent of the seconder; if mover modifies, the seconder can withdraw the second.
- The "immediately pending question" is the last question stated by the Chair! Motion/Resolution - Amendment - Motion to Postpone
- The member moving the "immediately pending question" is entitled to preference to the floor!
- No member can speak twice to the same issue until everyone else wishing to speak has spoken to it once!
- All remarks must be directed to the Chair. Remarks must be courteous in language and deportment - avoid all personalities, never allude to others by name or to motives!

- The agenda and all committee reports are merely recommendations! When presented to the assembly and the question is stated, debate begins and changes occur!

The Rules

- **Point of Privilege:** Pertains to noise, personal comfort, etc. - may interrupt only if necessary!
- **Parliamentary Inquiry:** Inquire as to the correct motion - to accomplish a desired result, or raise a point of order
- **Point of Information:** Generally applies to information desired from the speaker: "I should like to ask the (speaker) a question."
- **Orders of the Day (Agenda):** A call to adhere to the agenda (a deviation from the agenda requires Suspending the Rules)
- **Point of Order:** Infraction of the rules, or improper decorum in speaking. Must be raised immediately after the error is made
- **Main Motion:** Brings new business (the next item on the agenda) before the assembly
- **Divide the Question:** Divides a motion into two or more separate motions (must be able to stand on their own)
- **Consider by Paragraph:** Adoption of paper is held until all paragraphs are debated and amended and entire paper is satisfactory; after all paragraphs are considered, the entire paper is then open to amendment, and paragraphs may be further amended. Any Preamble cannot be considered until debate on the body of the paper has ceased:
- **Amend:** Inserting or striking out words or paragraphs, or substituting whole paragraphs or resolutions
- **Withdraw/Modify Motion:** Applies only after question is stated; mover can accept an amendment without obtaining the floor
- **Commit /Refer/Recommit to Committee:** State the committee to receive the question or resolution; if no committee exists includes size of committee desired and method of selecting the members (election or appointment).
- **Extend Debate:** Applies only to the immediately pending question; extends until a certain time or for a certain period of time
- **Limit Debate:** Closing debate at a certain time, or limiting to a certain period of time
- **Postpone to a Certain Time:** State the time the motion or agenda item will be resumed
- **Object to Consideration:** Objection must be stated before discussion or another motion is stated
- **Lay on the Table:** Temporarily suspends further consideration/action on pending question; may be made after motion to close debate has carried or is pending
- **Take from the Table:** Resumes consideration of item previously "laid on the table" - state the motion to take from the table

- **Reconsider:** Can be made only by one on the prevailing side who has changed position or view
- **Postpone Indefinitely:** Kills the question/resolution for this session - exception: the motion to reconsider can be made this session
- **Previous Question:** Closes debate if successful - may be moved to "**Close Debate**" if preferred
- **Informal Consideration:** Move that the assembly go into "**Committee of the Whole**" - informal debate as if in committee; this committee may limit number or length of speeches or close debate by other means by a 2/3 vote. All votes, however, are formal.
- **Appeal Decision of the Chair:** Appeal for the assembly to decide - must be made before other business is resumed; NOT debatable if relates to decorum, violation of rules or order of business
- **Suspend the Rules:** Allows a violation of the assembly's own rules (except Constitution); the object of the suspension must be specified

Taken from: <http://www.robertsrules.org/>

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Megan Hamlin, Administrative Analyst

DATE: January 3, 2018

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 583 AMENDING DISTRICT SETTING
COMPENSATION, REIMBURSEMENT OF BOARD
MEMBER EXPENSES, PROVIDING FOR ETHICS
TRAINING AND RELATED MATTERS**

RECOMMENDATION

It is recommended the Board adopt Resolution No. 583 amending Board compensation, reimbursement, providing for ethics training and related matters.

BACKGROUND

The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.15. Each Board Member of the Board of Directors may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set for by the law. Within these sections, the code requires that special districts establish policies and procedures for the orderly and efficient operation of Board business.

ANALYSIS

It has been common practice to review and update if necessary according to current Governmental Code and Public Resource Code. A draft document regarding Board Member compensation, reimbursement of Board Member expenses, providing for ethics training and related matter were consolidated by staff and legal counsel. The updates and revisions to the Board Bylaws and Rules of Procedure have been included in the attachments. The impact changes are as follows:

- Section 1: (A) Specifically identifying meeting or events that meet the guidelines for compensation. Removing verbiage that was repetitive.
- Section 1: (B) Clarifying special meeting, attendance and approved sponsored organizations.
- Section 1: (D) Added guidelines in accordance to Governmental Code for sexual harassment training.
- Section 2: (B) Clarifying compliance with lodging expenses and cleaning up verbiage.
- Section 2: (C) Clarifying approved expenses prior to incurred.
- Section 3: (A) Clarifying proper documents and records for expenses incurred.
- Section 6: Added Sexual Harassment prevention training and education in accordance with Government Code section 53237.1.
- Section 7: Effective date immediately and shall supersede Resolution No. 394.

The District's Policy Committee met in November 2017. Staff has prepared a redlined and clean version of District setting Board Member compensation, reimbursement of expenses, providing for ethics training and related matters with revisions identified by the Policy Committee.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with approval of the revised District setting compensation for days of service by Board Members, reimbursement of Board Member expenses, providing for ethics training and related matters.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 583 amending Board compensation, reimbursement, providing for ethics training and related matters.

ATTACHMENTS

- 1) Redlined District setting compensation for days of service by Board Members, reimbursement of Board Member expenses, providing for ethics training and related matters (4 pages)
- 2) Amended District setting compensation for days of service by Board Members, reimbursement of Board Member expenses, providing for ethics training and related matters (4 pages)

Resolution No. ~~583XXX~~

RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARKS DISTRICT SETTING COMPENSATION FOR DAYS OF SERVICE BY BOARD MEMBERS, REIMBURSEMENT OF BOARD MEMBERS EXPENSES, PROVIDING FOR ETHICS TRAINING AND RELATED MATTERS

WHEREAS, California Public Resources Code Section 5784.15 provides that each member ("Director") of the Board of Directors ("Board") may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set forth by law; and

WHEREAS, AB 1234 (Chapter 700, Statutes of 2005) added and amended certain statutory requirements, which among other things govern the receipt of per diem and expense reimbursement by Directors; and

WHEREAS, this resolution is intended to set forth the District's policy and procedures for compensation and reimbursement of expenses of Directors, to ensure compliance with Public Resources Code Section 5784.15 and AB 1234;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. PER DIEM COMPNSATION/DAY OF SERVICE: Pursuant to Public Resources Code section 5784.15, each Director shall receive compensation from the District **in an amount not to exceed** one hundred dollars (\$100) per day, for the following:

- (A) **Attendance by a Board of Director at any Board meeting including, but is not limited to, regular board meetings, special meetings, closed sessions, emergency meetings, Bboard field trips, district public hearings, or meetings of a committee of the boardBoard.**

~~I. Attendance at any Bboard meeting, with compensation limited to the two Directors serving on the committee.~~

H.I.

(B) Attendance at conferences, ~~or~~ organized educational activities or meetings when, the Board hereby determines that such attendance has significant and meaningful link to purpose, policies and interests of the district and is therefore beneficial to the District such as events sponsored by:

I. California Special Districts Association (CSDA)

II. California Association of Recreation and Park Districts (CARPD)

III. Santa Monica Mountains Conservancy

IV. Ventura County Special Districts Association

(C) Attendance at meetings providing ethics training in accordance with Government Code section 53232.1 ~~(a)(3)~~.

(D) Attendance at meetings providing Sexual Harassment Prevention Training and Education in accordance with Government Code section 53237.1, which the Board deems to be part of the official duties of a Director.

A member of the Board of Directors may waive the compensation which must be designated prior to attendance.

The maximum compensation for each Director in any calendar month shall be five hundred dollars (\$500). ~~Exclusive of expenses;~~ ~~Board of Directors~~ may receive their actual and necessary traveling and incidental expenses incurred while on official business in accordance with Section 2 below.

2. REIMBURSEMENT OF EXPENSES

(A) Each Director shall be entitled to reimbursement of actual and necessary expenses incurred in the performance of official duties. **Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel.** In accordance with Government Code section 53232.2, the District shall use the Internal Revenue Service (IRS) rates for reimbursement of such expenses as established in Publication 463 or any successor publication thereto.

11/2/2017

Res. DRAFT No. 394 Bylaws Nov 2017

- (B) If the lodging expenses are in connection with a conference or organized educational activity, **conducted in compliance with subdivision of Section 54952.2**, including but not limited to, ethics training, **required by Article 2.4 (commencing with Section 53234)**, or as otherwise approved by the Board in accordance with Section 1, the costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the board member at the time of booking. If the group rate is not available, the Director shall use comparable lodging that is consistent with the requirements of this policy. Each Director shall use government rates and group rates offered by a provider of transportation and lodging for travel and lodging when available.
- (C) All expenses that do not fall within this policy or the IRS reimbursable rates, ~~shall be approved~~ shall be subject to approval by the Board of Directors, in a public meeting, before the expense is incurred. Any such expenses not approved by the Board of Directors prior to being incurred will not be eligible for reimbursement.
- I. The following expenses will not be reimbursed:
1. Alcoholic beverages
 2. Parking or traffic violations
 3. In-room movies
 4. Laundry services
 5. Entertainment
 6. Expenses incurred on behalf of a spouse, dependent or traveling companion.
- (D) **If a Board member chooses to incur additional costs that are above the rates established pursuant to this section and those costs have not been approved, then the Board member may do so at his or her own expense.**

3. EXPENSE REPORTS:

- (A) **Each Director shall submit expense reports** within thirty (30) days after attendance at a meeting, conference, or event at which authorized or pre-approved reimbursement expenses were incurred, a Director shall submit a signed expense reimbursement request on a form approved by the District, together with valid receipts documenting each expense. **All documents related to reimbursable agency expenditures are public**

records subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Government Code Section 6250) of Division 7 of Title 1 et seq.).

- (B) The Board secretary shall produce and distribute a quarterly report containing the expense reimbursements of the Directors. The report shall be presented to the Board on a quarterly basis.

4. BOARD MEMBER REPORTS: All Board members, either verbal or in writing, shall briefly report on meetings attended at District expense at the next regular scheduled Board meeting following the meeting for which the reimbursement is received.

5. ETHICS TRAINING: In accordance with Government Code section 53234, Directors and any designated employees shall receive at least two (2) hours of training in general ethics principals and ethics laws relevant to his or her public service every two (2) years. Certificates of completion of ethics training shall be maintained by the District for at least five (5) years.

6. SEXUAL HARASSMENT PREVENTION TRAINING AND EDUCATION: In accordance with Government Code section 53237.1, Directors and any designated employees shall receive at least two (2) hours of training in Sexual Harassment Prevention Training and Education within the first six months of taking office or commencing employment, and every two (2) years thereafter. Certificates of completion of ethics training shall be maintained by the District for at least five (5) years.

7. Effective Date: These Board Bylaws and Rules of Procedure shall take effect immediately and shall supersede Resolution No. 394 previously-adopted Board reimbursement of expenses, providing for ethics training and related matters.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this _____ day of _____, 2017, by the following vote:

AYES: _____
NAYS: _____

11/2/2017
Res. DRAFT No. 394 Bylaws Nov 2017

ABSENT: _____

Dr. Neal DixonMark Malloy, Chairman, Board
of Directors
PLEASANT VALLEY RECREATION AND
PARKS DISTRICT

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(SEAL)

ATTEST:

_____, Elaine Wagner, Secretary
Board of DirectorsSecretary

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RESOLUTION NO. 583

RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT SETTING COMPENSATION FOR DAYS OF SERVICE BY BOARD MEMBERS, REIMBURSEMENT OF BOARD MEMBER EXPENSES, PROVIDING FOR ETHICS TRAINING AND RELATED MATTERS

WHEREAS, California Public Resources Code Section 5784.15 provides that each member (“Director”) of the Board of Directors (“Board”) may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set forth by law; and

WHEREAS, AB 1234 (Chapter 700, Statutes of 2005) added and amended certain statutory requirements, which among other things govern the receipt of per diem and expense reimbursement by Directors; and

WHEREAS, this resolution is intended to set forth the District’s policy and procedures for compensation and reimbursement of expenses of Directors, to ensure compliance with Public Resources Code Section 5784.15 and AB 1234.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. PER DIEM COMPENSATION/DAY OF SERVICE: Pursuant to Public Resources Code section 5784.15, each Director shall receive compensation from the District in an amount not to exceed one hundred dollars (\$100) per day, for the following:

- (A) Attendance by a Director at any Board meeting including, but not limited to, regular board meetings, special meetings, closed sessions, emergency meetings, Board field trips, district public hearings, or meetings of a committee of the Board.
- (B) Attendance at conferences, organized educational activities, or meetings when the Board hereby determines that such attendance has significant and meaningful link to purpose, policies and interests of the district and is therefore beneficial to the District such as events sponsored by:

- I. California Special Districts Association (CSDA)

- II. California Association of Recreation and Park Districts (CARPD)
 - III. Santa Monica Mountains Conservancy
 - IV. Ventura County Special Districts Association
 - V. LAFCO
 - VI. Designated by Board Chair
- (C) Attendance at meetings providing ethics training in accordance with Government Code section 53232.1(a)(3).
- (D) Attendance at meetings providing Sexual Harassment Prevention Training and Education in accordance with Government Code section 53237.1, which the Board deems to be part of the official duties of a Director.

A member of the Board of Directors may waive the compensation which must be designated prior to attendance.

The maximum compensation for each Director in any calendar month shall be five hundred dollars (\$500), *exclusive of expenses*. Directors may receive their actual and necessary traveling and incidental expenses incurred while on official business in accordance with Section 2 below.

2. REIMBURSEMENT OF EXPENSES:

- (A) Each Director shall be entitled to reimbursement of actual and necessary expenses incurred in the performance of official duties. Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. In accordance with Government Code section 53232.2, the District shall use the Internal Revenue Service (IRS) rates for reimbursement of such expenses as established in Publication 463 or any successor publication thereto.
- (B) If the lodging expenses are in connection with a conference or organized educational activity, conducted in compliance with subdivision of Section 54952.2, including but not limited to, ethics training, required by Article 2.4 (commencing with Section 53234), or as otherwise approved by the Board in accordance with Section 1, the costs shall not exceed the maximum group rate published by the conference or activity sponsor,

provided that lodging at the group rate is available to the board member at the time of booking. If the group rate is not available, the Director shall use comparable lodging that is consistent with the requirements of this policy. Each Director shall use government rates and group rates offered by a provider of transportation and lodging for travel and lodging when available.

- (C) All expenses that do not fall within this policy or the IRS reimbursable rates shall be subject to approval by the Board of Directors, in a public meeting, before the expense is incurred. Any such expenses not approved by the Board of Directors prior to being incurred will not be eligible for reimbursement.

I. The following expenses will not be reimbursed:

1. Alcoholic beverages
2. Parking or traffic violations
3. In-room movies
4. Laundry services
5. Entertainment
6. Expenses incurred on behalf of a spouse, dependent or traveling companion.

- (D) If a Board member chooses to incur additional costs that are above the rates established pursuant to this section and those costs have not been approved, then the Board member may do so at his or her own expense.

3. EXPENSE REPORTS:

- (A) Each Director shall submit expense reports within thirty (30) days after attendance at a meeting, conference, or event at which authorized or pre-approved reimbursement expenses were incurred; a Director shall submit a signed expense reimbursement request on a form approved by the District, together with valid receipts documenting each expense. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.).
- (B) The Board secretary shall produce and distribute a quarterly report containing the expense reimbursements of the Directors. The report shall be presented to the Board on a quarterly basis.

4. BOARD MEMBER REPORTS: All Board members, either verbal or in writing, shall briefly report on meetings attended at District expense at the next regular scheduled Board meeting following the meeting for which the reimbursement is received.

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6. SEXUAL HARASSMENT PREVENTION TRAINING AND EDUCATION: In accordance with Government Code section 53237.1, Directors and any designated employees shall receive at least two (2) hours of training in Sexual Harassment Prevention Training and Education within the first six months of taking office or commencing employment, and every two (2) years thereafter. Certificates of completion of this training shall be maintained by the District for at least five (5) years.

7. EFFECTIVE DATE: These Board Bylaws and Rules of Procedure shall take effect immediately and shall supersede Resolution No. 394 previously-adopted Board reimbursement of expenses, providing for ethics training and related matters.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this _____ day of _____, 2018, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

**Mark Malloy, Chairman, Board of Directors
PLEASANT VALLEY RECREATION AND PARK
DISTRICT**

**(SEAL)
ATTEST:**

**Elaine Magner, 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

DATE: January 3, 2018

**SUBJECT: BOARD MEMBER COMMITTEE ASSIGNMENTS FOR
2018**

RECOMMENDATION

The Board Chairman will present committee assignments for calendar year 2018.

BACKGROUND

At the beginning of every calendar year the newly elected Board Chairman assigns Board Members to the six standing committees, ad hoc committees for short term projects, and three outside agency committees which support the District's interests. Two Board Members are assigned to the regular standing committees and one Board Member is assigned to outside agency committees.

Standing Committees:

- Finance
- Foundation
- Liaison
- Long Range Planning
- Personnel
- Policy

Outside Committees:

- Santa Monica Mountains Conservancy
- Ventura County Special District Association (VCSDA)
- California Special District Association (CSDA)

RECOMMENDATION

The Board Chairman will present committee assignments for calendar year 2018.

ATTACHMENTS

- 1) Board Committee Assignment Sheet (1 page)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2018 BOARD COMMITTEE ASSIGNMENTS**

Standing Committees

Finance: Chairman Mark Malloy, Director Mike Mishler
Foundation: Director Elaine Magner
Liaison: Director Elaine Magner, Director Neal Dixon
Long Range Planning: Chairman Mark Malloy, Director Bob Kelley
Personnel: Director Elaine Magner, Director Bob Kelley
Policy: Director Mike Mishler, Director Neal Nixon

Ad Hoc Committees

None

Outside Committees

Santa Monica Mountains Conservancy (SMMC): Director Mike Mishler
Ventura County Special Districts Association (VCSDA): Director Elaine Magner
California Special Districts Association (CSDA): Director Elaine Magner

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 3, 2018

SUBJECT: CONSIDERATION TO CONDUCT THE ANNUAL GOAL SETTING MEETING

RECOMMENDATION

It is recommended the Board consider conducting a goal setting meeting.

BACKGROUND

Pleasant Valley Recreation and Park District embarked on a Strategic Plan as a planning document to set the direction for the District in May 2013. The document was to serve as a framework to set direction for making decisions over a five-year period (2013-2018). This document was part of a planning effort to focus on the following areas: 1) Collaborations with partner agencies, 2) Need to address the challenges of providing a balance of programs and facilities that are needed with constraints that exist now and in the future, 3) Need to address demographic changes that can significantly affect District operations, and 4) Organizational health that is critical to meet the District's service goals.

Within the past five to six years, the Board has met in the month of January or February to discuss the development of annual goals. The goals assist staff in the development of the annual budget and in establishing priorities for the upcoming fiscal year. The meeting is conducted with staff in attendance and is typically held on a weekday evening or on the weekend.

Typically, this meeting has been held on a week night. Staff have identified a few options to account for potential scheduling conflicts: January 23rd , January 24th , or January 25th .

ANALYSIS

From a staff perspective, the meeting is beneficial. It provides an opportunity to review and discuss existing programs and projects and to develop a better understanding of the Board's perspective. Additionally, once priorities are established, the annual budget can be adjusted to reflect the agreed-upon goals and support a common direction for the upcoming year.

FISCAL IMPACT

There is minimal fiscal impact associated with the meeting.

RECOMMENDATION

It is recommended the Board consider conducting a goal setting meeting.

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

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