

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
January 4, 2017**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #569

- 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 Cooperative Pre-school
 - C. Foundation Update
- 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 1, 2016**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before December 28, 2016.
 - C. Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for November 30, 2016.

D. Bid Approval for New Ranger Vehicle

Approval authorizes General Manager to enter an agreement for the purchase of a new 2017 Ford Escape.

8. NEW ITEMS-DISCUSSION/ACTION

A. Salary Schedule and Job Descriptions

In response to Assembly Bill 3, staff has prepared an update to the District Salary Schedule and Job Descriptions.

Suggested Actions: A MOTION to Approve the updated salary schedule and job descriptions

B. Cell Phone Tower Update

As a response to the termination of a cell phone tower lease at Mission Oaks Park, staff has prepared a report of current cell phone tower leases for Board review and discussion.

Suggested Actions: No action required.

C. Multi-Bank Securities (MBS) Investment Rollover

Review and consider the reinvesting of the certificate of deposit that will reach maturity on February 15, 2017.

Suggested Action: A MOTION to Approve reinvesting the certificate of deposit for 1 year.

D. Camarillo Grove Parking Lot Bid Specifications

Consideration and approval of bid specifications for parking lot repairs at Camarillo Grove Park.

Suggested Actions: A MOTION to Approve the Bid Specifications for Camarillo Grove Park.

E. Specifications for the Purchase of a New Park Vehicle

The specifications for a new vehicle for Park Staff are included for review and approval.

Suggested Actions: A MOTION to Approve the attached specifications for the purchase of a new fleet vehicle.

F. Board Committee Assignments

Board Chairman Neal Dixon will present Board Committee assignments.

Suggested Actions: No action required.

G. Board Goal Setting Discussion

Discuss format and potential dates for the annual Board goal setting workshop.

Suggested Actions: No action required.

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

- A. Chairman Dixon
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Personnel and Finance
- 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: December 1, 2016

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

Wednesday, January 4, 2017 City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Shannan Roberson	853 E La Loma Ave	Somis, CA 93066	805-479-9805
Vice President	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	Bill Lavigna	549 N Loop Dr	Camarillo, CA 93012	310-710-7337

Number of participants last year: 55
 Projected number of participants upcoming year: 57

Changes Organization has made from previous year: _____

- a) Professional spraying for spiders & vacuum webs
- b) stripped & waxed floors
- c) Tested environment for lead
- d) installed earthquake film on windows
- e) installed tire swing
- f) Planted CA natives
- g) large play structure removed
- h) Intend to implement and redesign Nature Art area
- i) incorporating curriculum into our outdoor environment
- j) moved garden beds
- k) installed irrigation system to conserve water
- l) revised and implemented teacher evaluations
- m) continue goal setting processes
- n) continue philanthropic work with St Jude's hospital, Trick or Treat for UNICEF and local charity to foster children
- o) continue to do earthquake and fire drills
- p) participated in the Peace Pole installation and celebration at the Camarillo library

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? 6:30 p.m., 3rd Monday of the month
 Where are Board Meetings Held? Board member houses or local restaurants
 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: Amy Stewart, 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 September 16, 2013 to:

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

Form Completed by (print): Shannan Roberson
 Sign: _____

Date 1-Dec-16

**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 7/1/14 - 6/30/15		Proposed Budget 7/1/2016 - 6/30/17	
Date:	6/30/2016	From:	7/1/2016 - 6/30/17
Beginning Balance:	2,282.33	Beginning Balance:	8,114.98
Revenue:		Revenue:	
Registration:	7,395.00	Registration:	5,700.00
Donations:	9,092.62	Donations:	\$
Fundraisers:	10,008.78	Fundraisers:	9,000.00
Tuition:	83,441.83	Tuition:	89,330.00
Interest:	187.93	Interest:	
Dues:	2,607.00	Dues:	2,460.00
Miscellaneous Income:	1,414.97	Miscellaneous Income:	0.00
Total Revenue	114,148.13	Total Revenue	106,490.00
Expenses:		Expenses:	
Admin Expense	\$	Admin Expense	\$
Advertising	708.70	Advertising	700.00
Awards	\$	Awards	\$
Capital Exp (carpet)		Equipment	\$
Building Maintenance	1,300.70	Building Maintenance	1,000.00
Property Maintenance	380.88	Property Maintenance	
Insurance	4,691.90	Insurance	4,965.00
Internet (online registration)	\$	Internet (online registration)	\$
Licensing/Membership		Licensing/Membership	
Miscellaneous	3,082.13	Miscellaneous	100.00
Paid Staff	73,732.23	Paid Staff	79,689.40
Professional Services	5,568.40	Professional Services	5,717.00
Refunds	\$	Refunds	\$
Rentals	\$	Rentals	\$
School District	\$	School District	\$
PVRPD Rent	5,500.00	PVRPD Rent	6,000.00
Supplies	5,096.08	Supplies	5,175.00
Utilities	673.45	Utilities	1,320.00
Other: _Events	1,283.80	Other: _Events	1,400.00
Contingency	\$	Contingency	\$
Total Expense:	\$ 102,018.27	Total Expense:	\$ 106,066.40
Ending Balance:	\$ 8,114.98	Ending Balance:	\$ 8,538.58
<i>List Savings/CDs/Investments here:</i>		<i>List Savings/CDs/Investments here:</i>	
Savings Account	21,705.20	Savings Account	21,715.00
CD Account _12_month	20,326.49	CD Account _12_month	20,988.00
CD Account ___month	\$	CD Account ___month	\$
Investment Account	\$	Investment Account	\$
Other Account		Other Account	
Total Other Accounts	42,031.69	Total Other Accounts	42,703.00
Checking + Other	50,146.67	Checking + Other	51,241.58

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
December 1, 2016**

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 Mishler.

2. PLEDGE OF ALLEGIANCE

Bob Cerasuolo led the pledge.

3. ROLL CALL

Roll Call

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Park Services Manager Bob Cerasuolo, Administrative Services Manager Leonore Young, Administrative Analyst Mitchell Cameron, Customer Service Lead and Recording Board Secretary Karen Roberts, Park Supervisor Matthew Parker, Recreation Supervisors Jane Raab, Lanny Binney, and Macy Andersen; Connor Soudani, Jay Locher, Cheryl Marks, Deb Faneros, and Bob Aaron.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve
Agenda**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

5. PRESENTATIONS

A. District Highlights/Spotlight – Community Parks

Park Services Manager Bob Cerasuolo presented the highlights of the November/December activities, programs, and special events. A Thanksgiving meal was served by Journey the Church volunteers to seniors in November. On December 29 there will be an Electronic Tech Fair to assist seniors with their new electronic devices and a New Year's Dance will be held on January 6. Breakfast with Santa is on December 3 at the Community Center and on December 10 the Christmas Parade and Santa's Village will be held. The parade's grand marshal is Tommy Lasorda with special guests Dave Daniels and Dave Randal of KHAY and KBBY along with the Dance Time Boys. On December 11, the Camarillo Community Band will be performing their holiday concert at 4:30pm at the Community Center. The Parks Department is refurbishing the senior center restrooms and completing Freedom Park field renovations.

The District Spotlight focused on community parks. Mr. Cerasuolo highlighted Camarillo Grove Park, Freedom Park, Bob Kildee Park, Mission Oaks Park, the Community Center, and Pleasant Valley Fields. Over 10,000 users frequent Camarillo

Grove which has seen over \$250,000 in improvements since taking over the park from the County in 2002. A new parking lot and dog park improvements are planned for this year. Freedom Park is home of CPBA baseball and hosts over 14 tournaments a year. Freedom Park also houses a BMX track, a roller hockey rink, and a remote-control car track. At Bob Kildee Park, the Aquatic Center has over 120,000 swimmers in a year and the park is busy with the skate park, tennis courts, playground and handball courts. The parking lot will be renovated this year. Mission Oaks Park has over 200,000 participants using the softball fields in a year and water saving amendments are being utilized on the turf. Adaptive playground equipment was added to the Community Center playground with the partnership of the Kiwanis, Amber's Light Lions, and PVRPD Foundation groups. Pleasant Valley Fields has reclaimed water at the park now and over 800,000 people visit this 55-acre sports park for soccer tournaments.

B. Community Volunteer Recognition

Recreation Supervisor Jane Raab introduced Betty Weyek as the District's Community Volunteer of the Year. Ms. Weyek has been able to assemble one of the largest band judging competitions in California at the annual Christmas Parade and is instrumental in its organization along with assisting with music for Breakfast with Santa, and playing with the Camarillo Community Band.

C. Full-Time Employee Recognition

Park Services Manager Bob Cerasuolo recognized Irrigation Specialist John Fletcher as the District's Full-Time Employee of the Year.

D. Friends of the Camarillo Dog Parks (FCDP)

Recreation Supervisor Lanny Binney introduced Cheryl Marks who highlighted some of FCDP's activities and fundraisers. Rattlesnake aversion training workshops at Camarillo Grove Park trained about 120 dogs this past year and fundraisers were held at Yolanda's with a Yappy Hour, at Scoop's Ice Cream for a social and a Howl-o-ween event at Mission Oaks Park. FCDP added a twitter account and their Facebook entries are popular. The group raised \$6500 this year and over \$88,500 since the inception of the group and continues to look for volunteers.

6. PUBLIC COMMENT

Chairman Mishler accepted one speaker card from Administrative Analyst Mitchell Cameron. The speaker, Bob Aaron, requested that he speak during Agenda Item 8.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting November 3, 2016
- B. Warrants, Accounts Payable & Payroll thru November 21, 2016
- C. Financial Report

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Consent Agenda**

Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. Swearing in of New Board Members

Administrative Analyst Mitchell Cameron conducted the swearing in ceremony for Directors Neal Dixon, Mark Malloy and Chairman Mike Mishler as reelected directors. Chairman Mishler commented that the District was able to save over \$30,000 by not having to hold an election because no one ran against the three that were up for reelection.

B. Board Officer Elections

Chairman Mishler opened the floor for nominations for the 2017 Board Officers.

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

**Motion to
Nominate Dixon
For Chair**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

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

**Motion to
Nominate Malloy
For Vice-Chair**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

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

**Motion to
Nominate Kelley
For Secretary**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

C. Consideration and Approval of Regular Board Meeting Dates for 2017

The dates for the Regular Board Meetings for 2017 were presented. Discussion included compatibility with the City Hall Council Chambers 2017 schedule and possible price change for alternate sites.

Chairman Mishler called for a motion. A motion was made by Director Dixon and seconded by Chairman Mishler to approve the dates for the Regular Board Meetings for calendar year 2017.

**Motion to
Approve
Calendar**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

D. Needs Assessment Agreement

Administrative Analyst Mitchell Cameron provided background information and the RFP responses for the Needs Assessment. RJM Design Group and Conservation Technix submitted proposals which were reviewed by an ad hoc committee which also conducted the interviews. RJM Design was considered as a preferred choice because of the completeness of its proposal with phases, reproducible phone surveys, training and architectural capabilities.

Bob Aaron of Camarillo requested that the Board seriously consider delaying any vote on the subject until the directors all had a chance to thoroughly review and reconsider the presented material. Mr. Aaron stated that an expensive needs assessment at this time would be an idea which makes no sense.

Discussion included total expenses of over \$90,000, the City's unwillingness to fund any portion of a District needs assessment, the need for the District's finite resources to be used for the greater good of the public, the importance of an assessment's external function when working with external agencies such as the City and the Camarillo Healthcare District, questioning on the number of statistically valid phone interviews, land lines versus cell phone surveys, the sizable investment requested on the District's \$8 million budget, the importance of a plan versus a piecemeal approach, the need for a company representative at the meeting, question as to whether the City wants to partner with the District, the possibility of producing a survey for just the senior center, the need to sit down with the City before spending any money and to move forward correctly, the ability of cities with substantial budgets to handle proposals of this nature, and the need for funding assistance.

Chairman Mishler recommended to shelf the motion, to check into a proposal to address the 50+ population at this time and to revisit the topic after additional ad hoc meetings with the City and healthcare district.

E. Consideration and Adoption of Resolution No. 568 Requesting a Loan from the Capital Account to the General Fund Account

Administrative Services Manager Leonore Young requested that approximately \$200,000 be loaned from the Capital Account to the General Fund Account for about 20 days to cover personnel costs and accounts payable expenditures. The cost of the loan would be approximately \$20.00. Discussion included the receipt of property taxes in April and December and the need to cover cash flow in December for a few weeks.

Chairman Mishler called for a motion. A motion was made by Director Magner and seconded by Director Malloy to adopt Resolution No. 568 directing staff to loan funds from the Capital Account to the General Fund Account.

Motion to Approve Reso 568, Fund Loan

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

F. Recommend and Approve Staff to Send Out Request for Proposals (RFP) for Legal Counsel

Administrative Services Manager Leonore Young stated that the District's Attorney, Anthony Trembley recently won the November 2016 City of Camarillo election and will be seated as a Councilmember at the city council meeting on December 8. With a potential conflict of interest if Mr. Trembley had to vote on city decisions that would affect the District in the next four years, it is advisable that the District solicit for new legal counsel.

Chairman Mishler called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve the attached bid specifications and RFP for the solicitation of new legal counsel.

Motion to Approve Bid Specs for Legal Counsel

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

G. Consideration, Selection, and Vote for a LAFCo Special District Alternate Member

General Manager Mary Otten explained that a runoff election was required to determine the alternate member for the LAFCo special district. Since Chairman Mishler's name was listed as one of the potential candidates, he excused himself from the vote.

Vice-Chair Dixon called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve the selection and vote for a LAFCo special district alternate member.

Voting was as follows:
Ayes: Magner, Malloy, Kelley, Dixon
Noes:
Absent:
Abstain: Chairman Mishler

**Motion to
Approve
Mishler for
LAFCo**

Motion: Carried

Carried

H. Consideration and Discussion on a State of the District Annual Meeting

General Manager Mary Otten stated that at last year's Board goal setting workshop there was a discussion about possibly holding a "state of the District" annual meeting. Chairman Mishler requested a follow-up dialogue to receive input from the Board. Discussion included possibly holding the meeting in February or March, inviting the public, city officials and special districts groups; promotion of our branding, an open house format versus televised, the need for a more user-friendly reporting of the auditors' reports, questioning the need for an annual meeting when informative and detailed monthly reports are provided at each regular monthly Board meetings, and the justification for having to provide an additional meeting. The Board decided to shelve the idea of an annual meeting to a later date.

I. Recognition of the 2016 Board Chairman

General Manager Mary Otten recognized Chairman Mike Mishler for his past year of service as Chairman of the Board and presented him with a gavel. Mr. Mishler has been very active on the Santa Monica Mountain Conservancy's advisory board, serves as vice president for the Ventura County Special District and he has been a strong proponent for the District branding and increasing relations with the City of Camarillo.

9. INFORMATIONAL ITEMS

- A. Chairman's Report – Chairman Mishler thanked the staff and the board members for all of their assistance throughout the year. The District and its programs will continue to grow into the next year.
- B. Ventura County Special District Association/California Special District Association- No reports.
- C. Santa Monica Mountains Conservancy – Chairman Mishler reported that the Los Angeles County Measure A passed which is a parks improvement tax of 1.5 cents per square foot of building area per year. In Los Angeles County, this will bring in about \$95,000,000 per year and the money will be dedicated to parks.
- D. Standing Committees – Personnel – No report. Finance – No report.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Dixon reported that the Foundation has about \$28,000 after donating \$10,000 this year for the adaptive playground equipment at the Community Center playground. The group would like to raise around \$100,000 to fix up the caretaker's house at the Nature Center in Camarillo Grove Park and September 24, 2017 is earmarked for the next fundraiser at the Nature Center. The Foundation will be involved in quarterly outreach events to gain recognition through some District community events. Dr. Dixon also reminded

everyone that the group is a separate entity from the District and that donations can be made to the 501 c 3 non-profit organization that will go right back into programs and services for the community.

- F. General Manager's Report – General Manager Otten reported the Mel Vincent Park will have a grand opening on February 4 and Camarillo Grove Park's new trail will reopen on January 21. Breakfast with Santa will take place on December 3 and the Christmas Parade and Santa's Village is scheduled for December 10 with 109 parade entries and about 50 food and craft vendors. The Senior Center and the Community Center classrooms will be closed for maintenance for a few days during December.

11. ORAL COMMUNICATIONS

Directors Malloy, Magner, Kelley and Dixon thanked Chairman Mishler for the great job he performed as chairman this past year and thanked staff and board members for all of their hard work with the various programs and agenda items. Director Malloy mentioned that the water saving amendments at Mission Oaks Park and internet controllers for our irrigation systems have been paid by Comstock, the developers of the property next to the Marriott. Developers are required to offset the costs of their water use with a savings and Comstock worked with the District to achieve this. Mr. Malloy thanked staff for acknowledging the recent passing of his father.

12. ADJOURNMENT

Chairman Mishler adjourned the meeting at 8:42 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Mike Mishler
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 4, 2017

SUBJECT: FINANCE REPORT – NOVEMBER 2016

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for November 30, 2016 for Fund 10 and Fund 20.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH NOVEMBER 30, 2016

Attached you will find the PVRPD Statements of Revenues and Expenditures for the period of July 1, 2016 through November 30, 2016 with a year-to-date comparison for the period of July 1, 2015 through November 30, 2015. The percentage rate used for the 2016-2017 fiscal year budget is 42% for Period 5 of the fiscal year.

REVENUES

Total revenue for the 5th month ending November 30, 2016 for Fund 10 (General Fund) has an increase of \$3,050,763. This is due to the Park Dedication Fee received this fiscal year which was \$3,123,562 along with loan proceeds that are booked as revenue of \$61,300 from prior year. If the Park Dedication Fee and loan proceeds for the accounting software are not factored in, the District has a decrease in year to date comparison of \$6,669 over the same period as last year.

If only the park dedication fees are taken into consideration, the decrease is \$72,799 in revenue in comparison to prior year. This decrease is primarily due to the same line items as last month. The decrease in Public Fees of \$31,710 is due to the timing of the posting of the Christmas Parade revenue which is \$10,000 along with the cancellation of swim classes due to the parking lot work at Bob Kildee Park and the booking of parking fees. Last year parking fees were posted to account 5510 and fiscal year 2016-2017 parking fees are posted to their own line item 5540. The Rental line item is decreased by \$44,162 due to the timing of payments coming into the District of approximately \$25,000 along with a decrease of softball tournament bookings from 2016 to 2017.

Total revenue for the 5th month ending November 30, 2016 for Fund 20 (Assessment District) is at less than 1.0% of budget and expenses are at 39.9% of budget. The monthly financial report will see limited revenue posted to the Assessment District until the December 2016 tax apportionment is received. Staff will continue to book the monthly expenses to the Assessment

District so that the proper accounting of the Assessment District expenses will continue, but until the tax apportionment is received in December, the Board will see that expenses outweigh revenue.

EXPENDITURES

Personnel Expenditures have decreased by \$10,175 for FY 2016-2017 in comparison to personnel expense for the same time period. Employee Insurance is under budget by 13%, which is due to some full-time employees (4) opting out of the insurance coverage. Staff went ahead and budgeted for all full-time employees to have insurance just in case there were circumstances that occurred that involved the employee losing coverage elsewhere. If the employee who had insurance coverage elsewhere needed to get District insurance, there would be no effect on the budget. Overall full-time and part-time wages are under budget which means that retirement is under budget.

Service and Supply Expenditures have increased \$74,687 in comparison to the same time period as last year. This increase is primarily due to the water line item which is \$41,069 higher than fiscal year 2015-2016 due to water restrictions that occurred in 2015-2016 and warmer weather over the same time period as a year ago. There is an increase of \$50,416 in the designated reserve buckets over the same period as last year, along with a decrease of \$14,003 in building repair. The building repair decrease is due to timing of expenses. Last year there was a need for building repairs within the first five months of the fiscal year. Even though the funds have not been expensed, there is still a need to keep the funds available for future needs.

Capital projects are currently underway or completed for FY 2016-2017. The phone system has been replaced/upgraded and the Eston Street tree project was completed in November, but the billing will show up in the December financials. Over the course of the next few months, the Board will see more activity in the other Capital projects.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 6.84% and Fund 20 by 2.08%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget along with negotiating with vendors for better pricing.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for November 30, 2016 for Fund 10 and Fund 20.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of November 30, 2016 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of November 30, 2016 Fund 20
(1 page)

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
November 2016 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	\$ -	\$ -	\$ -	\$ 5,825,276.00	\$ 5,825,276.00	0.00%
Tax Apport Cur Year Unsec	5120	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Tax Apport Prior Year Sec	5130	\$ -	\$ 20,592.37	\$ 43,613.97	\$ -	\$ 43,613.97	0.00%
Tax Apport Prior Year Unsec	5140	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Tax Deeded Sales	5150	\$ -	\$ 51.99	\$ -	\$ -	\$ -	0.00%
Tax Apport Protested Tax	5160	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
RDA Property Tax Trust Fund	5205	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Cur Supplemental Pass Thru	5210	\$ -	\$ 9,240.52	\$ 10,602.51	\$ -	\$ 10,602.51	0.00%
Supplemental Redemption	5215	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
HOPTR	5230	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Supplemental Assessment Roll	5240	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Housing Authority Apport	5260	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
ERAF Distribution Apport	5270	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Apport Fund	5310	\$ -	\$ -	\$ 16,627.57	\$ 17,364.00	\$ 736.43	95.76%
Other Interest Income	5320	\$ -	\$ 1,251.85	\$ -	\$ -	\$ -	0.00%
Loan Proceeds	5350	\$ -	\$ 66,130.00	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ 3,123,562.00	\$ -	\$ 3,123,562.00	0.00%
Dividends CAPRI Prior Years	5460	\$ -	\$ 11,477.00	\$ -	\$ 11,477.00	\$ -	0.00%
Assessment Revenue	5500	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Facility Cleaning Fee	5505	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 351.22	\$ 1,532.22	\$ 1,211.72	\$ 3,520.00	\$ 2,308.28	34.42%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Public Fees	5510	\$ 11,591.01	\$ 248,587.95	\$ 216,878.41	\$ 588,319.00	\$ 371,440.59	36.86%
Certificates	5512	\$ -	\$ 107.03	\$ -	\$ -	\$ -	0.00%
Swim PassAdult Splash (20)	5513	\$ 459.00	\$ 4,762.33	\$ 1,326.00	\$ 7,344.00	\$ 6,018.00	18.06%
Swim PassSenior Splash (10)	5514	\$ 157.50	\$ 517.50	\$ 675.00	\$ 1,890.00	\$ 1,215.00	35.71%
Senior Services Revenue	5515	\$ -	\$ 1,770.00	\$ 1,200.00	\$ -	\$ 1,200.00	0.00%
Swim Pass Senior Splash (20)	5516	\$ 765.00	\$ 2,080.50	\$ 1,912.50	\$ 3,570.00	\$ 1,657.50	53.57%
Swim PassSenior Splash (20)	5517	\$ -	\$ 364.50	\$ 270.00	\$ 2,916.00	\$ 2,646.00	9.26%
Swim PassSenior Fitness (10)	5518	\$ 1,224.00	\$ 5,197.50	\$ 4,680.00	\$ 5,670.00	\$ 990.00	82.54%
Swim PassSenior Fitness (20)	5520	\$ 893.50	\$ 10,915.45	\$ 9,689.00	\$ 26,529.00	\$ 16,840.00	36.52%
Swim PassAdult Splash (10)	5524	\$ 189.00	\$ 1,215.00	\$ 996.00	\$ 5,508.00	\$ 4,512.00	18.08%
Vending Concessions	5525	\$ 146.19	\$ 526.50	\$ 855.77	\$ 3,160.00	\$ 2,304.23	27.08%
Swim PassAdult Fitness (10)	5526	\$ -	\$ 543.00	\$ 100.00	\$ 3,240.00	\$ 3,140.00	3.09%
Swim PassAdult Fitness (20)	5527	\$ 240.00	\$ 1,760.00	\$ 893.00	\$ 5,400.00	\$ 4,507.00	16.54%
Swim Passes Summer Single	5528	\$ -	\$ 160.00	\$ 130.00	\$ 960.00	\$ 830.00	13.54%
Swim Passes Summer Family	5529	\$ 85.00	\$ 318.00	\$ 354.00	\$ 1,680.00	\$ 1,326.00	21.07%
Rental	5530	\$ 23,398.03	\$ 174,014.57	\$ 129,852.65	\$ 270,302.00	\$ 140,449.35	48.04%
Cell Tower Revenue	5535	\$ 6,857.17	\$ 8,725.63	\$ 24,798.13	\$ 66,398.00	\$ 41,599.87	37.35%
Annual Passes	5536	\$ 35.00	\$ -	\$ 612.00	\$ 3,000.00	\$ 2,388.00	20.40%
Parking Fees	5540	\$ 7,800.79	\$ -	\$ 7,845.79	\$ 17,602.00	\$ 9,756.21	44.57%
Indemnity Revenue	5545	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Dues	5550	\$ -	\$ 1,511.28	\$ 737.00	\$ 2,240.00	\$ 1,503.00	32.90%
Activity Guide Revenue	5555	\$ 1,700.00	\$ 1,500.00	\$ 4,390.00	\$ 6,000.00	\$ 1,610.00	73.17%
Scrap Sales on Asset Disposal	5560	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Banner Income	5562	\$ -	\$ 1,525.00	\$ -	\$ -	\$ -	0.00%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,589.14	\$ 1,703.98	\$ -	\$ 1,703.98	0.00%
General Donation	5569	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ 2,254.00	\$ 84,173.69	\$ 81,823.00	\$ 79,220.00	\$ 2,603.00	103.29%
Donations for CIP Projects	5571	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Grant Revenue NRPA	5572	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Scholarships	5573	\$ -	\$ -	\$ 19.00	\$ -	\$ 19.00	0.00%
Grant Greenfield Fitness Equ	5574	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ 3,382.22	\$ 22,697.41	\$ 30,510.55	\$ 45,621.00	\$ 15,110.45	66.88%
Cash Over/Under	5580	\$ -	\$ 18.47	\$ 25.00	\$ -	\$ 25.00	0.00%
Incentive Income	5585	\$ -	\$ 3,308.88	\$ 1,175.06	\$ 1,600.00	\$ 424.94	73.44%
Reimbursement ROPS	5600	\$ -	\$ 94,341.20	\$ 114,200.16	\$ 67,100.00	\$ 47,100.16	170.19%
Conversion Adjustment	5900	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ 61,528.63	\$ 782,506.48	\$ 3,833,269.77	\$ 7,073,006.00	\$ 9,700,595.47	54.15%
YTD Comparison				\$ 3,050,763.29			

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
November 2016 42%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Expense							
Full Time Salaries	6100	\$ 163,589.24	\$ 729,715.38	\$ 770,686.21	\$ 2,186,026.00	\$ 1,415,339.79	35.26%
Overtime Salaries	6101	\$ 1,025.88	\$ 4,125.85	\$ 5,087.23	\$ 37,691.00	\$ 32,603.77	13.50%
Car Allowance	6105	\$ 474.40	\$ -	\$ 3,064.67	\$ 9,600.00	\$ 6,535.33	31.92%
Cell Phone Allowance	6108	\$ 1,072.66	\$ -	\$ 5,216.40	\$ 15,765.00	\$ 10,548.60	33.09%
PartTime Salaries	6110	\$ 33,618.90	\$ 254,424.20	\$ 222,653.26	\$ 668,327.00	\$ 445,673.74	33.32%
Retirement	6120	\$ 26,916.18	\$ 140,452.02	\$ 128,613.15	\$ 382,260.00	\$ 253,646.85	33.65%
457 Pension	6121	\$ 135.22	\$ 676.10	\$ 6,500.74	\$ 4,100.00	\$ 2,400.74	158.55%
Employee Insurance	6130	\$ 17,150.11	\$ 116,263.75	\$ 77,725.12	\$ 266,030.00	\$ 188,304.88	29.22%
Workers Compensation	6140	\$ 9,705.71	\$ 49,007.23	\$ 47,615.58	\$ 188,091.00	\$ 140,475.42	25.32%
Unemployment Insurance	6150	\$ 186.24	\$ -	\$ 3,322.89	\$ 9,000.00	\$ 5,677.11	36.92%
Loan Pension Obligation	6160	\$ 19,234.00	\$ 93,738.55	\$ 96,170.00	\$ 230,808.00	\$ 222,879.59	41.67%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
PERS Unfunded Liability	6170	\$ 16,820.66	\$ 72,530.00	\$ 84,103.30	\$ 201,662.00	\$ 117,558.70	41.71%
Personnel		\$ 289,929.20	\$ 1,460,933.08	\$ 1,450,758.55	\$ 4,199,360.00	\$ 2,841,644.52	34.55%
YTD Comparison				\$ (10,174.53)			
Service and Supplies							
Communications	6200	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Telephone	6210	\$ -	\$ 5,753.26	\$ 4,776.84	\$ 21,276.00	\$ 16,499.16	22.45%
Internet Services	6220	\$ 75.00	\$ 2,435.00	\$ 2,204.98	\$ 44,136.00	\$ 41,931.02	5.00%
Pool Chemicals	6310	\$ 522.61	\$ 6,841.80	\$ 2,746.34	\$ 15,000.00	\$ 12,253.66	18.31%
Janitorial Supplies	6320	\$ 729.06	\$ 18,883.48	\$ 23,582.80	\$ 48,375.00	\$ 24,792.20	48.75%
Kitchen Supplies	6330	\$ 92.44	\$ 205.10	\$ 198.16	\$ 1,650.00	\$ 1,451.84	12.01%
Food Supplies	6340	\$ 1,197.00	\$ 2,744.50	\$ 2,274.82	\$ 8,636.00	\$ 6,361.18	26.34%
Water Maint & Service	6350	\$ 119.60	\$ 436.68	\$ 455.65	\$ 1,320.00	\$ 864.35	34.52%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 860.00	\$ 860.00	0.00%
Janitorial Services	6370	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	0.00%
Medical Supplies	6380	\$ -	\$ 365.03	\$ -	\$ -	\$ -	0.00%
Insurance Liability	6410	\$ -	\$ 41,979.60	\$ 43,960.50	\$ 105,790.00	\$ 61,829.50	41.55%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Fuel	6510	\$ 2,810.83	\$ 14,193.36	\$ 10,819.72	\$ 48,000.00	\$ 37,180.28	22.54%
Vehicle Maintenance	6520	\$ 1,451.43	\$ 8,938.04	\$ 13,688.16	\$ 34,200.00	\$ 20,511.84	40.02%
Office Equipment Maintenance	6530	\$ 11.96	\$ -	\$ 11.96	\$ 2,300.00	\$ 2,288.04	0.52%
Computer Equip Maintenance	6540	\$ -	\$ -	\$ -	\$ 2,795.00	\$ 2,795.00	0.00%
Building Maintenance	6600	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 2,294.64	\$ 33,398.66	\$ 19,395.12	\$ 78,300.00	\$ 58,904.88	24.77%
Bldg Equip Maint/Repair	6620	\$ 5,734.62	\$ 1,871.56	\$ 6,298.83	\$ 27,300.00	\$ 21,001.17	23.07%
Improvements/Maintenance	6630	\$ 1,671.66	\$ 2,201.36	\$ 9,956.43	\$ 22,500.00	\$ 12,543.57	44.25%
Grounds Maintenance	6710	\$ 7,126.27	\$ 22,324.59	\$ 39,363.62	\$ 93,980.00	\$ 54,616.38	41.89%
Park Signage (Branding)	6725	\$ -	\$ -	\$ 35.00	\$ -	\$ 35.00	0.00%
Contracted Pest Control	6730	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Rubbish & Refuse	6740	\$ 5,983.04	\$ 23,272.92	\$ 19,556.34	\$ 56,800.00	\$ 37,243.66	34.43%
Vandalism/Theft	6750	\$ -	\$ 4,784.70	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
Memberships	6810	\$ -	\$ 1,616.50	\$ 6,144.50	\$ 12,799.00	\$ 6,654.50	48.01%
Office Supplies	6910	\$ 555.21	\$ 10,053.78	\$ 6,249.69	\$ 27,996.00	\$ 21,746.31	22.32%
Postage Expense	6920	\$ 4,762.07	\$ 11,898.30	\$ 10,635.12	\$ 26,218.00	\$ 15,582.88	40.56%
Advertising Expense	6930	\$ 1,080.00	\$ 2,143.32	\$ 5,179.29	\$ 15,092.00	\$ 9,912.71	34.32%
Printing Charges	6940	\$ 293.87	\$ 3,744.44	\$ 3,702.14	\$ 20,213.00	\$ 16,510.86	18.32%
Bank & ActiveNet Charges	6950	\$ 1,504.93	\$ 21,523.29	\$ 19,531.31	\$ 50,410.00	\$ 30,878.69	38.74%
Approp Redev/Collection Fees	6960	\$ 31,116.17	\$ 152,538.35	\$ 155,580.83	\$ 373,394.00	\$ 217,813.17	41.67%
Minor Furn Fixture & Equip	6980	\$ -	\$ 2,549.07	\$ 596.99	\$ 1,546.00	\$ 949.01	38.62%
Comp Hardware/Software Exp	6990	\$ 14.99	\$ 232.93	\$ 1,964.30	\$ 8,874.00	\$ 6,909.70	22.14%
Fingerprint Fees (HR)	7010	\$ 225.00	\$ 664.00	\$ 353.00	\$ 2,440.00	\$ 2,087.00	14.47%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ 956.05	\$ 4,090.00	\$ 3,133.95	23.38%
Permit & Licensing Fees	7030	\$ 1,725.34	\$ 1,768.61	\$ 1,725.34	\$ 2,700.00	\$ 974.66	63.90%
State License Fee	7040	\$ -	\$ 220.00	\$ 657.50	\$ -	\$ 657.50	0.00%
Professional Services	7100	\$ -	\$ -	\$ -	\$ 900.00	\$ 900.00	0.00%
Legal Services	7110	\$ 2,999.10	\$ 11,855.67	\$ 7,002.90	\$ 69,150.00	\$ 62,147.10	10.13%
Typeset and Print Services	7115	\$ -	\$ 11,929.15	\$ 11,745.39	\$ 50,204.00	\$ 38,458.61	23.40%
Instructor Services	7120	\$ 15,688.27	\$ 71,169.88	\$ 70,333.77	\$ 140,473.00	\$ 70,139.23	50.07%
PERS Admin Fees	7125	\$ -	\$ 965.05	\$ -	\$ 1,975.00	\$ 1,975.00	0.00%
Audit Services	7130	\$ 2,000.00	\$ 785.00	\$ 8,640.00	\$ 11,300.00	\$ 2,660.00	76.46%
Medical & Health Svcs (HR)	7140	\$ 190.00	\$ 1,370.00	\$ 635.00	\$ 5,500.00	\$ 4,865.00	11.55%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
November 2016 42%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Security Services	7150	\$ -	\$ 2,315.52	\$ 2,111.10	\$ 4,740.00	\$ 2,628.90	44.54%
Entertainment Services	7160	\$ -	\$ 300.00	\$ -	\$ 2,450.00	\$ 2,450.00	0.00%
Business Services	7180	\$ 1,522.50	\$ 25,906.31	\$ 32,973.45	\$ 84,923.00	\$ 51,949.55	38.83%
Umpire/Referee Services	7190	\$ 30.00	\$ 590.00	\$ 890.00	\$ 2,000.00	\$ 1,110.00	44.50%
Subscriptions	7210	\$ 216.40	\$ 2,972.10	\$ 251.40	\$ 3,604.00	\$ 3,352.60	6.98%
Rents & Leases Equip	7310	\$ 3,066.93	\$ 10,664.76	\$ 4,669.45	\$ 28,760.00	\$ 24,090.55	16.24%
Bldg/Field Leases & Rental	7320	\$ 111.43	\$ 5.00	\$ 126.43	\$ 10,938.00	\$ 10,811.57	1.16%
Event Supplies	7410	\$ 190.31	\$ 948.19	\$ 1,116.27	\$ 2,210.00	\$ 1,093.73	50.51%
Supplies	7420	\$ 261.96	\$ 1,257.37	\$ 430.11	\$ 7,016.00	\$ 6,585.89	6.13%
Bingo Supplies	7430	\$ 376.73	\$ 2,822.56	\$ 2,752.32	\$ 7,800.00	\$ 5,047.68	35.29%
Sporting Goods	7440	\$ 602.34	\$ 2,599.71	\$ 4,065.95	\$ 8,125.00	\$ 4,059.05	50.04%
Arts and Craft Supplies	7450	\$ 743.56	\$ 1,097.72	\$ 1,128.18	\$ 4,700.00	\$ 3,571.82	24.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 3,420.00	\$ 3,420.00	0.00%
Camp Supplies	7470	\$ -	\$ 447.51	\$ 659.52	\$ 1,080.00	\$ 420.48	61.07%
Small Tools	7500	\$ 30.61	\$ -	\$ 1,962.55	\$ 15,950.00	\$ 13,987.45	12.30%
Safety Supplies	7510	\$ 1,156.55	\$ 3,297.93	\$ 2,932.88	\$ 7,484.00	\$ 4,551.12	39.19%
Uniform Allowance	7610	\$ 424.90	\$ 1,844.54	\$ 2,049.68	\$ 12,688.00	\$ 10,638.32	16.15%
Safety Clothing	7620	\$ 150.00	\$ 3,288.04	\$ 993.08	\$ 3,150.00	\$ 2,156.92	31.53%
Conference&Seminar Staff	7710	\$ 95.00	\$ 4,066.21	\$ 1,882.68	\$ 12,790.00	\$ 10,907.32	14.72%
Conference&Seminar Board	7715	\$ -	\$ -	\$ 212.47	\$ 2,840.00	\$ 2,627.53	7.48%
Conference&Seminar Travel Exp	7720	\$ 978.44	\$ 2,675.94	\$ 2,838.84	\$ 9,758.00	\$ 6,919.16	29.09%
Out of Town Travel Board	7725	\$ 633.83	\$ -	\$ 937.75	\$ 6,355.00	\$ 5,417.25	14.76%
Private Vehicle Mileage	7730	\$ 666.00	\$ 1,179.32	\$ 1,465.74	\$ 4,556.00	\$ 3,090.26	32.17%
Transportation Charges	7740	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00	0.00%
Buses/Excursions	7750	\$ 600.00	\$ 11,774.72	\$ 1,827.64	\$ 21,966.00	\$ 20,138.36	8.32%
Tuition/Book Reimbursement	7760	\$ -	\$ 161.00	\$ -	\$ -	\$ -	0.00%
Utilities Gas	7810	\$ 1,478.88	\$ 4,758.01	\$ 5,477.15	\$ 26,491.00	\$ 21,013.85	20.68%
Utilities Water	7820	\$ 63,045.79	\$ 281,985.31	\$ 323,054.39	\$ 742,489.00	\$ 419,434.61	43.51%
Utilities Electric	7830	\$ 16,934.35	\$ 83,835.97	\$ 69,434.65	\$ 231,245.00	\$ 161,810.35	30.03%
Awards and Certificates	7910	\$ 349.24	\$ 7,182.20	\$ 5,111.47	\$ 18,186.00	\$ 13,074.53	28.11%
Meals for Staff Training	7920	\$ 210.48	\$ 1,289.68	\$ 98.48	\$ 2,710.00	\$ 2,611.52	3.63%
Employee Morale	7930	\$ 76.22	\$ 1,330.75	\$ 134.55	\$ 3,475.00	\$ 3,340.45	3.87%
Reserve Vehicle Fleet	7970	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Computer Fleet	7971	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Designated Project	7972	\$ 2,500.00	\$ -	\$ 12,500.00	\$ 30,000.00	\$ 17,500.00	41.67%
Reserve Dry Period	7973	\$ 7,583.33	\$ -	\$ 37,916.65	\$ 91,000.00	\$ 53,083.35	41.67%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Scholarships	8105	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Discounts Military	8110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Land Improvements	8200	\$ -	\$ 22.50	\$ -	\$ -	\$ -	0.00%
Structures & Improvements	8300	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Service and Supplies		\$ 196,010.89	\$ 958,275.85	\$ 1,032,963.22	\$ 2,863,941.00	\$ 1,832,362.78	36.07%
YTD Comparison				\$ 74,687.37			
NRPA Grant	8402	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
HCF Grant Trails	8403	\$ -	\$ 349.94	\$ 58.87	\$ -	\$ 58.87	0.00%
Greenfield Outdoor Fitness Equ	8404	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ 2,346.14	\$ 256.79	\$ 5,044.00	\$ -	\$ 5,044.00	0.00%
Gmfield Outdoor Fitness Equip	8406	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Springbrook Software	8407	\$ -	\$ 66,130.00	\$ -	\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ 13,500.00	\$ -	\$ 13,500.00	\$ -	\$ 13,500.00	0.00%
Carn Grove Park	8409	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Playground Equipment	8410	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 45,200.00	\$ 45,200.00	0.00%
Telephone System	8421	\$ -	\$ -	\$ 9,981.26	\$ -	\$ 9,981.26	0.00%
Needs Assessment FY 1617	8422	\$ -	\$ -	\$ 87.38	\$ -	\$ 87.38	0.00%
Bob Kildee Parking Lot FY1617	8423	\$ -	\$ -	\$ 236.44	\$ -	\$ 236.44	0.00%
PV Fields Parking Lot	8424	\$ 14,361.00	\$ -	\$ 14,361.00	\$ -	\$ 14,361.00	0.00%
Capital		\$ 30,207.14	\$ 72,360.27	\$ 43,268.95	\$ 547,990.00	\$ 591,258.95	7.90%
YTD Comparison				\$ (29,091.32)			
Total Expense w/out Capital		\$ 485,940.09	\$ 2,419,208.93	\$ 2,483,721.77	\$ 7,063,301.00	\$ 4,674,007.30	35.16%
YTD Comparison				\$ 64,512.84			

General Ledger
Statement of Revenues and Expenditures
Fund 20 Assessment Fund
November 2016 42%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Transfer In	1500	\$ 355.32	\$ -	\$ 355.38	\$ -	\$ 355.38	0.00%
Interest Apport Fund	5310	\$ -	\$ -	\$ 167.44	\$ 1,536.00	\$ 1,368.56	10.90%
Other Interest Income	5320	\$ -	\$ 409.03	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Dividends CAPRI Prior Years	5460	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Assessment Revenue	5500	\$ -	\$ 1,993.06	\$ 7,509.41	\$ 1,046,037.00	\$ 1,038,527.59	0.72%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 379,171.00	\$ 379,171.00	0.00%
Revenue		\$ 355.32	\$ 2,402.09	\$ 8,032.23	\$ 1,426,744.00	\$ 1,418,711.77	0.56%
YTD Comparison				\$ 5,630.14			
Expense							
Full Time Salaries	6100	\$ 7,328.02	\$ 38,981.70	\$ 33,327.62	\$ 96,247.00	\$ 62,919.38	34.63%
Overtime Salaries	6101	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Car Allowance	6105	\$ 100.00	\$ -	\$ 500.00	\$ 1,200.00	\$ 90.22	41.67%
Cell Phone Allowance	6108	\$ 81.25	\$ -	\$ 406.25	\$ 975.00	\$ 608.64	41.67%
PartTime Salaries	6110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 1,235.33	\$ 6,711.98	\$ 5,213.37	\$ 16,504.00	\$ 11,290.63	31.59%
457 Pension	6121	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ 952.84	\$ 4,537.07	\$ 8,542.47	\$ 13,412.00	\$ 4,869.53	63.69%
Workers Compensation	6140	\$ 623.31	\$ 3,274.47	\$ 3,657.52	\$ 8,085.00	\$ 4,427.48	45.24%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Loan Pension Obligation	6160	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
PERS Unfunded Liability	6170	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Personnel		\$ 10,320.75	\$ 53,505.22	\$ 51,647.23	\$ 136,423.00	\$ 84,205.88	37.86%
YTD Comparison				\$ (1,857.99)			
Incidental Costs Assess	6709	\$ -	\$ 15,348.25	\$ 15,610.13	\$ 27,500.00	\$ 11,889.87	56.76%
Grounds Maintenance	6710	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Parking Lot Repair Assess	6718	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Tree Care Assess	6719	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Contracted LS Services	6720	\$ 32,709.32	\$ 133,929.54	\$ 142,145.90	\$ 403,560.00	\$ 261,414.10	35.22%
Bank & ActiveNet Charges	6950	\$ -	\$ -	\$ 54.00	\$ -	\$ (54.00)	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 2,625.00	\$ 2,625.00	0.00%
Business Services	7180	\$ -	\$ -	\$ 5,000.00	\$ -	\$ (5,000.00)	0.00%
COP Debt PV Fields	7950	\$ 62,655.42	\$ 307,925.55	\$ 313,277.08	\$ 751,865.00	\$ 438,587.92	41.67%
Service and Supplies		\$ 95,364.74	\$ 457,203.34	\$ 476,087.11	\$ 1,185,550.00	\$ 709,462.89	40.16%
YTD Comparison				\$ 18,883.77			
Total Expense		\$ 105,685.49	\$ 510,708.56	\$ 527,734.34	\$ 1,321,973.00	\$ 793,668.77	39.92%
YTD Comparison				\$ 17,025.78			

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

TO: BOARD OF DIRECTORS

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

DATE: January 4, 2017

**SUBJECT: APPROVAL OF THE PURCHASE OF A
REPLACEMENT VEHICLE**

RECOMMENDATION

It is recommended that the Board approve the purchase of a new 2017 Ford Escape S model from Vista Ford of Oxnard, not to exceed \$23,652.30.

BACKGROUND

The District's annual budget allocated \$28,000 for the purchase of a vehicle. The funds are in the Parks Operating Budget account number 410-8420. The fund was designed as a mechanism to fund the ongoing replacement of fleet vehicles and equipment. Funds that are not expended are "rolled-over" into the account for the next budget cycle. Currently the account balance is \$81,421.

ANALYSIS

After receiving approval of the vehicle specification from the Board, staff solicited bids from 5 local providers and staff received three bids (3) back. Perry Ford of Santa Barbara, Vista Ford of Oxnard and Simi Valley Ford were the only vendors to reply. All three companies matched our specifications. Each vehicle is maintained and operated until it is no longer cost effective to operate. This results in vehicles remaining in fleet operation until they are replaced and sent to auction for surplus. This operation generates minimal cash value for the surplus vehicles.

FISCAL IMPACT

This action will utilize funds currently allocated in the Vehicle Replacement Fund not to exceed the amount of \$23,652.30. Sufficient funding (\$57,769.00) remains in the Replacement Fund.

RECOMMENDATION

It is recommended that the Board approve the purchase of a new 2017 Ford Escape S model from Vista Ford of Oxnard not to exceed the amount of \$23,652.30.

ATTACHMENT

- 1) Quote (1 page)

**Pleasant Valley
Recreation and Park
District**

2017 FORD ESCAPE

January 4, 2017
Bob Cerasuolo

	1	2	3	4
Company:	Vista Ford	Perry Ford	Simi Ford	Ford of Ventura
Phone Number:	1 (855) 981-6127	1(805)682-2411	1 (805) 583-0333	1 (805) 856-4577
Fax Number:	1 (805) 981-0779	1 (805)563-0564		N/A
City:	Oxnard	Santa Barbara	Simi Valley	Ventura
Quoted By:	Lance Bryson	Pete Espindola	Loren DeLotell	N/A
FORD ESCAPE 2017 S FWD				
2017 year	YES	YES	YES	N/A
Seating for four (4) adults	YES	YES	YES	N/A
4 cylinder 2.5 IVCT I-4 engine	YES	YES	YES	N/A
6 speed automatic transmission	YES	YES	YES	N/A
Power disc brakes with ABS	YES	YES	YES	N/A
Paint color white	YES	YES	YES	N/A
Cloth bucket seats	YES	YES	YES	N/A
Airbags for driver and passenger	YES	YES	YES	N/A
Subtotal				
Labor				
Materials				
Permits/ Inspections				
Other:				
Total Cost Lump Sum Bid Amount	\$23,652.30	\$24,606	\$23,921.48	N/A

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Kathryn Drewry, Human Resources Specialist

DATE: January 4, 2017

SUBJECT: APPROVAL OF SALARY SCHEDULE AND JOB DESCRIPTIONS

RECOMMENDATION

It is recommended the Board review and approve the updated Salary Schedule and Job Descriptions for 2017.

BACKGROUND

On April 4, 2016 Governor Jerry Brown signed legislation referred to as Senate Bill (SB) 3 that will raise California's minimum wage to \$15/hour by 2022. Under the legislation, California's \$10/hour minimum wage will increase to \$10.50 in January 2017, then to \$11 on January 1, 2018. The minimum wage will then go up by a dollar in each year until it reaches \$15/hour in 2022. It will continue to rise each year by the lesser of 3.5 percent and the rate of change in the averages of the most recent July 1 to June 30 period for the United States Bureau of Labor Statistics non-seasonally adjusted United States Consumer Price Index for Urban Wage Earners and Clerical Workers. Each adjusted minimum wage increase calculated under this subdivision shall take effect on the following January 1.

CA Minimum Wage	
2016	\$10.00
2017	\$10.50
2018	\$11.00
2019	\$12.00
2020	\$13.00
2021	\$14.00
2022	\$15.00
2023	\$15.00 + Index

ANALYSIS

The increase to the minimum wage in 2017 is \$0.50. This year's increase will not significantly change our current Salary Schedule; adjustments will only be made to the classifications which fall under the 2017 rate. Those positions are Recreation Leader, Landscape/Custodian I, and Administrative Services Worker.

While reviewing the long-term impact, staff has determined that it would be in the District's best interest to condense the classifications of Recreation Leader, Office Assistant, and adjust the qualifications of the Landscape/Custodian I-II.

FISCAL IMPACT

The fiscal impact of minimum wage increasing by \$0.50 would be approximately \$4,118.46. This calculation is based on the total hours (12,009) worked by employees who made less than \$10.50 in the 2015/2016 budget year.

RECOMMENDATION

It is recommended the Board review and approve the updated Salary Schedule and Job Descriptions for 2017.

ATTACHMENTS

- 1) Minimum Wage Salary Schedule (1 page)
- 2) Recreation Leader (3 pages)
- 3) Landscape Custodian (2 pages)
- 4) Office Assistant (2 pages)

PART TIME
Restricted/Seasonal/Temporary

	2016 Range \$10.00		2017 Min Wage \$10.50 5% Inc.	
	Min	Max	Min	Max
OFFICE ASSISTANT	\$11.17	\$14.64	\$11.17	\$14.64
HUMAN RESOURCES GENERALIST	\$14.25	\$16.97	\$14.25	\$16.97
ADMINISTRATIVE SERVICE WORKER	\$10.00	\$50.00	\$10.50	\$50.00
RECREATION LEADER	\$10.20	\$13.37	\$10.50	\$13.37
RECREATION LEADER II	\$10.61	\$14.03	\$10.61	\$14.03
SENIOR LEADER	\$11.95	\$15.82	\$11.95	\$15.82
SENIOR LEADER II	\$13.82	\$18.30	\$13.82	\$18.30
LIFEGUARD I	\$11.19	\$13.60	\$11.19	\$13.60
LIFEGUARD II	\$11.41	\$15.10	\$11.41	\$15.10
WATER SAFETY INSTRUCTOR	\$12.56	\$16.61	\$12.56	\$16.61
AQUATIC CENTER ASSISTANT MANAGER	\$13.81	\$18.27	\$13.81	\$18.27
PARK RANGER	\$23.12	\$27.54	\$23.12	\$27.54
LANDSCAPE/CUSTODIAN I	\$11.22	\$13.37	\$10.50	\$13.37
LANDSCAPE/CUSTODIAN II	N/A	N/A	\$11.95	\$15.82



Pleasant Valley Recreation and Park District Job Description

Job Title: Recreation Leader I/II & Sr. Leader I/II
Department: Recreation
Reports To: Recreation Supervisor or as assigned

FLSA Status: Non-Exempt
Prepared Date: November 2016
Approved By:
Approved Date:

SUMMARY: Under general supervision, assist with recreation programs and activities in order to provide opportunities and encourage and promote a healthy lifestyle for community residents. May work with any aspect of recreation programs and/or work in any assigned division or department: Administration, Parks, Recreation – aquatics, classes, senior services and youth and adult sports and special events. Conducts, instructs and monitors recreational program activities within one or more assigned program areas, based on District rules, regulations, policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: A focus of Quality Customer Service being primary for all positions. Performs other duties as assigned. Recreation Leader Series and Senior Recreation Series require the following:

- Opens, closes, secures and maintains a safe program environment and facility; conducts safety checks as required.
- Administers First Aid and CPR as needed.
- Show respect and sensitivity for cultural differences; promotes a harassment-free environment; builds a diverse workforce.
- Ensure that appropriate image and approach and respect are being consistently exercised.
- Demonstrate continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- Set up and take down program equipment as required (i.e., cones, mats and bases on fields, balls, chairs, tables, scorecards, sign-in sheets, set up concession stand(s), remove and place program or event signage as appropriate, open and close applicable rooms) and prepare venue for activities and events; supervise and coach participants; maintain equipment and facilities in clean and safe condition; communicate with general public, community resource agencies, and other organizations in order to coordinate and promote program activities.
- Instruct various arts, crafts, games, classes, and sports; explain the rules and techniques for specific activities; evaluate performance of program participants and assist with skills improvement.
- Assist in the development and promotion of recreation programs, including but not limited to music, dance, arts and crafts, cultural arts, nature study, swimming, social recreation, youth and adult sports, and games.
- Maintain order during activities and enforce District rules and regulations (i.e., wearing required safety equipment).
- Issue and receive recreation equipment specific to the program or event (i.e., skate board elbow and kneepads, balls, scorecards, sign-in sheets, remove, and place program or event signage as appropriate).
- Walk distances of a few feet to several hundred yards to observe the field, program or event and participants frequently during the program.
- Prepare score sheets, statistics, and written reports; maintain records and reports for accidents, incidents, emergency, attendance, activity, registration, web site updates and reservations; perform program surveys and evaluations.
- Respond to public inquiries made by telephone, correspondence, or during public meetings about assigned programs.
- Perform cash handling duties using basic mathematical calculations with speed and accuracy, receive payment, count money and make change, and prepare the cash report for the day, shift, or event.
- Assist with surveying and educating the community on recreation programs.
- May assist in minor maintenance of recreational facilities and equipment including cleaning and stocking facilities, set up and clean up.
- May require some Holiday, evening, and/or weekend work assignments.



Pleasant Valley Recreation and Park District Job Description

SENIOR LEADER I:

- May act as the Assistant Camp Director for the District's summer camp program, or may act as Lead for Excursion Program.
- Will be able to fill in for the Senior Leader II as needed.

SENIOR LEADER II:

- May act as Camp Director for District's summer camp or Excursion program.
- Assist Recreation Coordinator with staff schedules.
- Provide input on yearly performance reviews.
- Will serve in a lead capacity for other Recreation Leaders and Aides.
- May help with specific programs.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Working knowledge of: common office practices; basic office equipment and software.
- Must possess excellent oral and written communication skills. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak before groups of customers or employees of organization.

CERTIFICATES, LICENSES, REGISTRATIONS: Position requires average amount of driving, therefore, must own a vehicle or have daily access to a vehicle, and possess a valid California Driver's License, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required within first six (6) months of hire date. At the option of the Department Manager or Recreation Supervisor, persons hired into this position may be required to either possess at entry or obtain within specified time limits designated licenses, certificates or specialized education and training relevant to the area of assignment. Successful completion of tuberculosis screening and criminal justice fingerprint clearance/background check required.

EDUCATION and/or EXPERIENCE:

- Recreation Leader I: must possess a valid work permit and have completed two years of High School; six (6) months of recreation or volunteer experience. Volunteer or paid work experience with youth/teens/seniors is desirable.
- Recreation Leader II: Possession of a high school diploma or general equivalency diploma (GED), and a minimum of one (1) year of recreation, volunteer or related experience relevant to the area of assignment.
- Senior Leader I: thirty (30) units of applicable college course work; two (2) years recreation or volunteer related experience.
- Senior Leader II: Associate's Degree in applicable field; two (2) years recreation or volunteer related experience.

Or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.



Pleasant Valley Recreation and Park District Job Description

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually loud.



Pleasant Valley Recreation and Park District Job Description

Job Title: Landscape/Custodian I/II
Department: Park Division
Reports To: Crew Leader/Grounds/Fac II
FLSA Status: Non-exempt

Location: All District Parks and Facilities
Prepared Date: November 2016
Approved by:
Approved Date:

SUMMARY: Under direct supervision, performs routine labor including general maintenance of parks, landscape, irrigation systems, vehicles, equipment, pool and buildings. Performs a variety of cleaning activities in District buildings and facilities; sets up rooms for meetings and special events; and performs a variety of related routine tasks as assigned. This is an entry-level part-time classification in the Grounds/Facilities series. Receives day-to-day direction from Park Maintenance Lead Worker and/or Grounds/Facilities II.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of quality customer service being primary for all positions. Performs other duties as assigned.

- Performs general grounds and landscape maintenance functions such as mowing, edging, watering, weeding, and raking; maintains flowers and shrubs.
- Works weekends, evenings, holidays, special events as assigned; opening and closing facilities as needed.
- Drives light trucks and operates light motorized equipment as required.
- Perform minor adjustments and repairs of non-motorized tools and equipment
- Maintain the cleanliness of assigned District buildings; empty trash receptacles; dust and clean offices, clean interior and exterior windows and glass doors; disinfect and clean restroom areas; sweep, scrub and vacuum floors; set up and break down various picnic, park, and classroom facilities.
- Performs routine maintenance on park facilities; including touch-up painting, minor carpentry, plumbing and other repair activity.
- Report or assist in repair of various park facilities including playgrounds, soccer fields, buildings, tennis courts and ball fields.
- Maintain and prepare ball fields which may include dragging; cleaning base pegs and attaching bases.
- Picks up litter and trash from grounds and performs other housekeeping duties including but not limited to sidewalks, parks, dugouts, and bleacher areas; inspect, maintain and clean restrooms.

QUALIFICATIONS:

- Basic knowledge of: the tools, materials, and equipment used in the landscape maintenance and custodial trade; the proper operation of light gas powered equipment normally associated with maintenance activities; common landscaping and gardening tools and equipment.
- Basic ability to: perform plant care and construction activities; perform strenuous manual labor, follow oral and written instructions; establish and maintain effective working relationships with others.

EDUCATION and/or EXPERIENCE:

Level I – Must have completed three years of High School. Minimum experience required.

Level II – Must be 18 years of age with a high school diploma or general education degree (GED). Any combination of education and/or experience which provides the knowledge and the ability to use tools basic to landscaping and maintenance.

OTHER SKILLS AND ABILITIES: Must be able to operate automobiles with either an automatic or manual transmission. Establish and maintain effective working relations with others; and ability to work hours as assigned. Ability to be self-motivated, work independently and manage time well.

CERTIFICATES, LICENSES, REGISTRATIONS: Employees age 18 and over must possess a valid California driver's license, employees under the age of 18 will not drive or operate District vehicles. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.



Pleasant Valley Recreation and Park District Job Description

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; the possession of hand/eye coordination sufficient to operate various hand and power tools and a motor vehicle; the ability to talk and hear in person, by telephone or two-way radio; and the ability to see and read instructions and reports. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Office/field environment: exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; work around slippery or uneven surfaces, and around heavy construction equipment. Incumbent may come into contact with cleaning and lubricating chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent while inspecting/repairing to sit, stand, walk or bend over for prolonged periods of time when working on irrigation equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually loud. May be required to work overtime, or be required to adjust schedule due to special events.



Pleasant Valley Recreation and Park District Job Description

Job Title: Office Assistant
Department: Administration
Reports To: Administrative Services Manager
FLSA Status: Non-Exempt

Category: Staff
Prepared Date: November 2016
Approved by:
Approved Date:

SUMMARY: Under direct supervision (I), general supervision (II), performs a variety of routine to clerical duties in support of administration or other program. Support activities may include, public service, document production, and/or record maintenance, also performs related duties as required. Ability to adhere to attendance and punctuality guidelines and demonstrate flexibility in working varying shifts, including some evenings and weekends as necessary

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of quality customer service being primary for all positions. Depth and breadth of assignments increase at each level and may include, but are not limited to the following:

- Types a variety of documents in draft and final form, such as correspondence, standard forms, charts, proposals, specifications, and reports written, recorded, printed sources, and/or verbal instructions, proofreads typed materials for correct grammar, spelling and punctuation.
- Prepares, validates, processes, and/or checks a variety of documents such as permit applications, reservations, program applications, invoices, etc., for completeness, accuracy, and submission standards.
- Answers phone calls and walk-ins; determines how incoming customers should be routed; directs people to appropriate offices, or customers to proper information sources; answer routine questions; explains routing procedures, processes, or district activities; schedules appointments, training, or examinations; obtains routine factual information to create or update files; provides assistance in the completion of forms.
- Sorts and/or files materials such as correspondence, contract documents, and customer information; maintains files; conducts systematic search for misplaced materials; maintains cross-reference files or invoices; purges filing systems as necessary.
- Compiles routine reports and records by extracting and/or tabulating information from a variety of sources, such as files, correspondence, meeting notes, logs, previous reports, and/or verbal instruction.
- Transfers professional and technical instructions to project or customer files; researches reference materials to respond to customer or co-worker inquiries.
- Operates a variety of automated office equipment.
- May perform equipment/system maintenance checks.
- Uses computerized equipment to produce routine reports, correspondence, or forms; enters, updates, and/or extracts stored information using such equipment.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Some to thorough knowledge of: modern office methods and practices; record maintenance systems; letter writing and report compilation and public contact techniques.
- Working to considerable knowledge of: the operation and procedures and practices used in support of the function to which assigned; techniques to expedite or improve clerical tasks and record processing; correct English usage, spelling, grammar, and punctuation.
- Working skills: depending on assignment, incumbents may be required to demonstrate a certain prescribed proficiency in typing or equivalent word processing/data entry and/or taking/transcribing dictation.



Pleasant Valley Recreation and Park District Job Description

- Working to thorough ability to: perform and coordinate moderately difficult and responsible clerical work with little or no direct supervision; set up and maintain records and filing systems; extract information from a variety of sources; operate a variety of automated office equipment; accurately perform and proof the transfer of information from one document to another; establish and maintain cooperative working relationships; understand, follow and convey written and verbal directions.

EDUCATION and/or EXPERIENCE: High school diploma or General Education Degree (GED). Some to considerable clerical experience which has led to the acquisition of the required knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS: Position may require an average amount of driving, therefore, must have daily access to a vehicle, and possess a valid California driver's license, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District. CPR and First Aid Certification required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

PHYSICAL DEMANDS: Mobility: Frequent use of office equipment; frequent sitting for long periods of time; occasional bending or squatting. Lifting: frequently up to 10 pounds; occasionally up to 25 pounds. Vision: constant use of overall vision, frequent reading and close-up work; occasional color and depth vision. Dexterity: frequent repetitive motion; frequent writing; frequent grasping, holding and reaching. Hearing/Talking: frequent hearing and talking, in person and on the phone. Emotional/Psychological: frequent concentration; frequent public and/or coworker contact; occasional working alone. Environmental: frequent exposure to noise.

WORK ENVIRONMENT: Work is performed in a typical temperature controlled office environment subject to typical office noise. The positions will mostly be in a fast paced office environment requiring the ability to multi-task. Positions may require rare/occasional overtime or schedule adjustments due to special events.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Ivijan Day and Mitchell Cameron, Administrative Analyst

DATE: January 4, 2017

SUBJECT: ANALYSIS OF CELL TOWERS

RECOMMENDATION

It is recommended the Board review and give staff direction regarding the District's existing leases and the rent collected monthly for the three cell sites to determine if there is an interest to pursue a prepayment option.

BACKGROUND

The District currently receives monthly rent from three wireless cell site tenants. Receiving monthly rent payments for wireless leases which average 25 years in duration is a standard in the wireless industry; however, these leases can be terminated "at will" by the tenant with as little as 30 days' notification and are therefore not guaranteed. The District has already experienced the loss of one cell site - and its corresponding rent - through such termination. Based in part on the fact that ongoing rents are not guaranteed, the District has the option of executing a lease prepayment to take advantage of current market conditions by converting these non-guaranteed rental streams into revenues today. This will also aid the District in managing budgets by transferring the risk of a termination to a third party. Investors are willing to take on this termination risk and spread these purchased cash flows into their portfolio of cell sites (i.e., "portfolio risk").

All payments are also non-recourse in nature – once the District receives the lease prepayment funds, the investor cannot demand repayment even if the site is terminated. It is therefore important to note that the investors do not own the property; they are simply purchasing an easement over the leased premises. In December 2016, the District was approached by a third party regarding the potential of the lease agreement for the AT&T tower located at the Bob Kildee Park to be terminated. If the District proceeded with a lease buyout, this risk would be mitigated.

However, by pursuing a lease prepayment option the District is not only no longer collecting the monthly revenue that is generated from the tenants, which adds up being significantly greater than the current prepayment options, but it is also no longer able to renegotiate the existing leases and collect even larger monthly rents. Thus, while the income generated from the leases can never be guaranteed it appears very unlikely that a termination will in fact occur.

ANALYSIS

The District is given the choice to either pursue a prepayment option or maintain the existing leases as currently executed:

1. The Prepayment Option:
 Since the revenues generated from the prepayment option are significantly lower in the long run, this option is only beneficial if it is decided that the District is in need of a lump sum payout.

2. Maintain existing leases and have staff work on renegotiating the terms and the rent collected for each cell site prior to each automatic Renewal Term in order to potentially increase monthly revenues.
 - i. The agreement with AT&T at the Mission Oaks site automatically renews in **2018** and has the following escalation clause: “rent will be calculated by a formula as follows: “New Rent = [(Original Rent) x (CPI Percentage Increase)] + (Original Rent)” and “in no event will any annual CPI increase be greater than three percent (3%) of the previous year’s Rent.”
 - ii. The agreement with T-Mobile at the Mission Oaks site automatically renews in **2019** and has the following escalation clause: “adjusted annually by the greater of: (a) four percent (4%) of the then existing license fee, or (b) the percentage change in the most recent published Consumer Price Index.”
 - iii. The agreement with AT&T at the Temple Street site automatically renews in **2021** and has the following escalation clause: “adjusted annually by the greater of: (a) four percent (4%) of the then existing license fee, or (b) the percentage change in the most recent published Consumer Price Index.”

Projected Estimates of Revenue with Existing Leases compared to Prepayment Estimates

	15 Years	25 Years	50 Years	99 Years
AT&T - Temple	\$739,809	\$1,538,687	\$5,640,575	\$43,932,124
AT&T – Mission Oaks	\$279,528	\$547,955	\$1,695,254	\$8,846,659
T-MOBILE – Mission Oaks	\$657,354	\$1,367,203	\$5,011,943	\$39,035,970
Total:	\$1,676,691	\$3,453,845	\$12,347,772	\$91,814,753

	15 Years	25 Years	50 Years	99 Years
Prepayment Estimates	\$750,000	\$950,000	\$1,200,000	\$1,300,000
Difference	\$926,691	\$2,503,845	\$11,147,772	\$90,514,753

COMMITTEE REVIEW

Staff reviewed this report with the Finance Committee on December 21, 2016 and the Finance Committee recommended that we continue to monitor the existing cell phone tower leases and research the potential for new cell tower locations.

FISCAL IMPACT

There is no direct impact to the budget at this time.

RECOMMENDATION

It is recommended the Board review and give staff direction regarding the District's existing leases and the rent collected monthly for the three cell sites to determine if there is an interest to pursue a prepayment option.

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

TO: BOARD OF DIRECTORS

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

DATE: January 4, 2017

SUBJECT: MATURITY OF THE 2016 ONE YEAR CERTIFICATE OF DEPOSIT (CD)

RECOMMENDATION

It is recommend the Board review and give staff direction for the 2016 certificate of deposit (CD) with a maturity date of February 15, 2017.

BACKGROUND

In February 2015 the District purchased a one year certificate of deposit in the amount of \$245,000 with Multi-Bank Securities. The certificate of deposit comes to maturity on February 15, 2017. 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 0.8% and as of October 31, 2016, has earned \$1,385.42 in interest. The certificate of deposit has estimated interest earnings of \$1,960.00 at maturity.

ANALYSIS

If the Board directs staff per the Finance Committee's recommendation to reinvest the certificate of deposit, the options are listed in the table below:

U.S. Treasury Type	As of December 21, 2016
US 3 Month	0.503
US 6 Month	0.635
US 1 Year	0.842
US 2 Year	1.200
US 3 Year	1.539
US 5 Year	2.019

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 a CD maturing in 2017, 2018, 2020 and two certificates maturing in 2021. The below table is the **CURRENT** investments the District has with Multi-Bank Securities.

U.S. Treasury Type	Interest Rate	Amount of Investment
US 1 Year	0.800%	\$245,000
US 2 Year	1.200%	\$245,000
US 4 Year	1.650%	\$245,000
US 5 Year	1.825%	\$200,000
US 5 Year	1.825%	\$200,000

Staff is proposing to the Board of Directors to reinvest the certificate of deposit into a 1 year CD as these are Quimby Funds that are restricted funds and need to be earmarked for developing new parks/recreation facilities or rehabilitating existing neighborhood/community parks or recreational facilities.

COMMITTEE REVIEW

Staff reviewed the investment options with the Finance Committee on December 21, 2016 and the Finance Committee recommended rolling over the existing certificate of deposit into a one-year certificate of deposit due to the changing financial environment.

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 recommend the Board review and give staff direction for the 2016 certificate of deposit (CD) with a maturity date of February 15, 2017.

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

TO: BOARD OF DIRECTORS

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

DATE: January 4, 2017

**SUBJECT: CONSIDERATION AND APPROVAL OF BID
SPECIFICATIONS FOR PARKING LOT REPAIRS AT
CAMARILLO GROVE PARK**

RECOMMENDATION

It is recommended the Board of Directors approve the bid specifications for the asphalt replacement work needed at the parking lot located at Camarillo Grove Park and direct staff to solicit proposals for the approved bid specifications.

BACKGROUND

Asphalt parking lots, like any improvement, have a projected service life based on construction methods, maintenance levels, and several other factors. The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. All the lots require maintenance and repair ranging from cleaning and seal coat applications to removing or replacing alligator sections, and complete failures.

This Capital Improvement Project was identified and funded in the FY 2013-2018 Capital Improvement Plan Budget. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the Park District. The Board approved this capital project in Fiscal Year 15/16, however due to the timing of the project as well as other capital projects taking a priority, this particular project has been moved to FY 16/17. As part of the budget discussion the Board has asked staff to bid out the entire parking lot opposed to just the upper lot.

ANALYSIS

Asphalt parking lots require a number of treatments to maintain the integrity of the surfacing. Treatments range from a fog seal, or slurry seal application to simply replacing the degraded oil binders in the asphalt, to a complete regrinding or rebuild of the asphalt, or asphalt overlay. This parking lot will need to be completely rebuilt. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices.

FISCAL IMPACT

This action has no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board of Directors approve the bid specifications for the asphalt replacement work needed at the parking lot located at Camarillo Grove Park and direct staff to solicit proposals for the approved bid specifications.

ATTACHMENT

- 1) Bid Specifications (56 pages)
- 2) RFP (5 pages)

SPECIFICATIONS FOR
Camarillo Grove Parking Lot

PULVERIZE APPROXIMATLY 100,000 SQUARE FEET (SQ FT) OF EXISTING ASPHALT AND APPROXIMATLY 1000 SQUARE FEET (SQ FT) OF ASPHALT BERM, GRADE USE EXISTING PULVERIZED ASPHALT FOR BASE AT A COMPACTION OF 93% OR GREATER, USE HOT ASPHALT FOR FINISH THREE INCHES (3") COMPACTED, AND RE-STRIPE TO MATCH EXISTING PATTERNS TO INCLUDE RED CURBS AND BLUE HANDICAP STALLS

AT

CAMARILLO GROVE PARK

6968 CAMARILLO SPRINGS ROAD

CAMARILLO, CALIFORNIA 93012

January 4, 2017

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Camarillo, California

**Project Number:
CG-2017 AA**

PLEASANT VALLEY RECREATION AND PARK DISTRICT
PULVERIZING, REMOVING, COMPACTING, REPLACING,
PATCHING, SLURRYING AND STRIPING
SPECIFICATION NUMBER CG-2017 AA

NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

Scope of work
Interpretation of Drawings and Documents
Survey of Site
Addenda or Bulletins
Proposals
Withdrawal of Bids
Opening of Bids
Award or Rejection of Bids
Prevailing Wages
Performance, Labor, and Material Bonds, Execution of Contract
Plan Holder Requirements
Classification of Contractors License(s)
Time of Essence
Securities Withheld to Ensure Performance

BID DOCUMENTS

Bid Form
Bid Schedule of Work and Prices
Designation of Subcontractors
List of Subcontractors
Non-Collusion Affidavit
Bid Security Form - Bid Bond
Bidder's Questionnaire
Agreement
Payment Bond
Faithful Performance Bond

GENERAL CONDITIONS

Article 1-Contract Documents
Article 2-District
Article 3-Inspector
Article 4-Contractor
Article 5-Subcontractors
Article 6-Separate Contracts

- Article 7-Miscellaneous Provisions
- Article 8-Time
- Article 9-Payments and Completion
- Article 10-Employment and Wages
- Article 11-Protection of Persons and Property
- Article 12-Insurance
- Article 13-Change in the Work
- Article 14-Correction of Work
- Article 15-Termination of Contract
- Article 16-Miscellaneous Provisions

SPECIAL CONDITIONS

- Scope of Work
- Time of Completion
- Liquidated Damages and Extension of Time
- Survey of Existing
- Water and Electric Service
- Temporary Fencing
- Toilet Facilities
- Watchman Services
- Enumeration of Drawings
- Enumeration of Specifications
- Plans, Specifications, and Details
- Surveys

TECHNICAL SPECIFICATIONS

Division 01- General Requirements

- 01 20 16 Field Engineering
- 01 25 00 Contract Modification Procedures
- 01 29 00 Payment Procedures
- 01 30 00 Administrative Requirements
- 01 31 00 Project Management and Coordination
- 01 32 00 Construction Progress Documentation
- 01 33 00 Submittal Procedures
- 01 40 00 Quality Requirements
- 01 60 00 Product Requirements
- 01 61 16 Volatile Organic Compound (VOC) Content Restrictions
- 01 70 00 Execution Requirements
- 01 73 10 Cutting and Patching
- 01 74 19 Construction Waste Management and Disposal
- 01 77 00 Closeout Procedures
- 01 78 10 Project Record Documents

Division 31 – Earthwork

- 31 22 00 Grading
- 31 23 16 Excavation
- 31 23 23 Fill

Division 32 – Exterior Improvements

- 32 12 16 Asphalt Paving
- 32 17 13 Parking Bumpers
- 32 17 23 Painted Pavement Markings
- 32 17 26 Tactile Warning Surfacing

PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 East Burnley Street
Camarillo, California 93010

NOTICE INVITING BIDS

For the Construction to Pulverize Existing Parking Lots, compact to county codes Grading, AC Paving and Striping
[Specification No. CG-2017-AA]

N-1 NOTICE IS HEREBY GIVEN that sealed bids will be received by Pleasant Valley Recreation & Park District, a public agency (hereinafter "District"), at its office, 1605 East Burnley Street, Camarillo, California 93010, until 2:00 p.m. on Wednesday February 15, 2017 at which time and place the bids will be publicly opened and read aloud for the construction (including the furnishing of all labor, materials, tools, services, materials, supplies, transportation, equipment, utilities, and other necessary items and facilities) of the work and all appurtenances thereto as described in Section N-3. All Work must be performed in strict accordance with the specifications and drawings on file at the office of District. Bids shall be submitted in sealed envelopes marked as directed in Section 5 of the Instructions to Bidders. **Bids received after the deadline specified will be returned unopened to the bidder.**

N-2 LOCATION OF THE WORK -- The Work to be constructed pursuant to these specifications is located at Camarillo Grove Park, 6968 Camarillo Springs rd. Camarillo, California, 93012.

N-3 DESCRIPTION OF WORK – The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work. (the "Work"). Required for pulverizing approximately 100,000 square feet (sq ft) of existing asphalt and 1000 square feet (sq ft) of asphalt berm, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls.

N-4 COMPLETION OF WORK – Time is of the essence. The Work must be completed within **90 calendar days** after the commencement date in the Notice to Proceed. Liquidated damages will be assessed as set forth in the Contract Documents for failure to meet the specified completion date.

N-5 CLASSIFICATION OF CONTRACTORS' LICENSES – In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a C-12 License (or highest recognized license to perform specified work) at the time the contract is awarded. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents, and submission of a bid shall be deemed certification thereof by the bidder. A Contractor shall provide District with its Contractor's license number and expiration date as provided in its bid, and shall present to the District satisfactory evidence that the contractor is licensed and is in good standing. The successful bidder shall maintain its license in good standing throughout the course of the Work.

N-6 CONFORMITY WITH BID INSTRUCTIONS — Each bid must conform and be responsive to the bid Contract Documents. Failure to conform to the bid instructions may render a bid non-responsive. The District reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids or in the bidding process, to reject one part of a bid and accept another, and to make an award to the lowest responsive and responsible bidder and reject all other bids, as it may serve the best interest of District. A good faith determination by the District as to whether a bid is responsive or whether a bidder is responsible shall be final, conclusive and binding, and shall not be the basis of a claim for lost profits or other damages by a bidder to whom the contract is not awarded.

N-7 PREBID CONFERENCE AND SITE INSPECTION. Any interested Bidder and any third party shall attend a Prebid Conference and Site Inspection on **Tuesday February 7, 2017 commencing at 9:00 a.m., at 6968 Camarillo Springs Rd, Camarillo CA project site.** The Prebid Conference and Site Inspection are mandatory for submission of a bid. The Prebid Conference and Inspection shall begin promptly at the listed time.

N-8 BID SECURITY -- Each bid shall be submitted under sealed cover and must be accompanied by a certified or cashier's check, or by a surety (bidder's) bond on the form furnished by the District (hereinafter "Bid Security"), as set forth in the Instructions to Bidders in an amount not less than ten percent (10%) of the total amount of the bid. Failure to include the proper Bid Security shall render a bid non-responsive.

N-9 BIDS TO REMAIN OPEN -- The bidder shall guarantee the total bid price for a period of ninety (90) consecutive calendar days from the date of Bid Opening.

N-10 SECURITIES WITHHELD TO ENSURE PERFORMANCE -- At the request and expense of the Contractor and pursuant to Public Contract Code Section 22300, the Contractor may substitute certain securities for any money held by District to insure performance of the Contract, except where not allowed by law.

N-11 PREVAILING WAGE RATES – Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the office of District and shall be made available upon request. The Contractor shall post a copy of the schedule at the Work site. The Contractor and any of its subcontractors shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this contract.

Contractor's attention is also directed to the requirements of SB 854 2014), which among other things requires all contractors and subcontractors to be registered with the California Department of Industrial Relations ("Department") before bidding on or being listed on a bid proposal for a public works project, or performing work on a public works project. The Work is subject to prevailing wage compliance monitoring and enforcement by the Department. Contractor shall post all notices at the site of the Work required by the Department.

N-12 CONTRACT DOCUMENTS -- A full set of Contract Documents is available for inspection without charge on their Web page and are hereby made a part of this Notice Inviting Bids. Complete sets of said Contract Documents may be obtained from Cyber Copy USA as set forth in Section 11 of the Instructions to Bidders

DATED: _____

PLEASANT VALLEY RECREATION & PARK
DISTRICT

BY
MARY OTTEN, GENERAL MANAGER

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work. (the "Work"). Required for pulverizing approximately 100,000 square feet (sq ft) of existing asphalt and 1000 square feet (sq ft) of asphalt berm, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls.

2. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a bidder find discrepancies in, or omissions from, the plans and specifications, or should be in doubt as to their meaning, he shall at once notify the District and should it be found that the point in question is not clearly and fully set forth, a written Addendum or Bulletin of Instruction will be sent to all Bidders in accordance with Article 4 herein. The District will not be responsible for any oral instructions.

3. SURVEY OF SITE

4. ADDENDA OR BULLETINS

Any Addenda or Bulletins issued during the time of bidding shall form a part of the Plans and Specifications. The bidder, in the preparation of their proposal, shall acknowledge in the proposal, all addenda or bulletins. All questions relating to interpretation of these Contract Documents must be submitted in writing seven (7) days prior to the opening of bids. Responses will be in the form of written addenda to the Contract Documents and will be sent to those prospective bidders who have provided District with their contact information. Questions submitted after this time period will not be answered. Only questions which have been resolved by formal written addenda will be binding. Oral and any other interpretations or clarifications will have no legal or contractual effect.

5. PROPOSALS

Proposals (bids) shall be made on a form included in these Specifications. Numbers shall be stated both in writing and in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Proposals should not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for. No oral, telegraphic, fax, email or telephonic proposals or modifications will be considered. Proposals shall be mailed or

delivered in a sealed envelope, clearly marked "Bid #CG-2017-AA" to the Pleasant Valley Recreation and Park District, Parks Services Manager, 1605 East Burnley Street, Camarillo, CA 93010 (District office), and shall arrive no later than **2:00 p.m. on Wednesday February 15, 2017** in the District office, whereupon the bids will be opened at 2:30 p.m. Bidders or their representative or other interested parties may be present at the opening of the bids. Pursuant to the provisions of Sections 4100 to 4108, inclusive, of the Public Contract Code of the State of California, every bidder shall in his bid set forth:

- 5.1 The name and location of the place of business of each subcontractor who will perform the work or labor, or render service to the bidder in or about the work, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid.
- 5.2 The portion of the work which will be done by each such subcontractor.
- 5.3 If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid, he agrees to perform that portion himself. The successful Bidder shall not without consent of the District either:
- 5.4 Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
- 5.5 Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
- 5.6 Sublet or subcontract any portion of the work in excess of one-half of one percent (1/2 of 1%) of the total bid as to which his original bid did not designate the subcontractor.
- 5.7 Proposals must be accompanied with a certified check, cashier's check or bidder's bond (in the mandatory form provided within these Contract Documents), for an amount not less than ten percent (10%) of the total bid amount proposed by the Bidder, made payable to the order of the District. Said check or bond shall be given as a guarantee that the Bidder will timely enter into a contract if awarded the work, and in case of refusal or failure to enter into said contract, the check or bond as the case may be, shall be forfeited to the District.
- 5.8 The Contract will be awarded to the lowest responsible, responsive bidder on the basis of the total cost for all work indicated.
- 5.9 Each bid must conform and be responsive to the Contract Documents. Failure to conform to the bid instructions may render a bid non-responsive. Submission of the following Bid forms is required:
 - A. Bid Form
 - B. Bid Schedule of Work and Prices
 - C. Designation/List of Subcontractors (if none, indicate N/A)

- D. Non-Collusion Declaration
- E. Non-Collusion Declaration
- F. Bidders Questionnaire
- G. Bid Security Form
- H. Addendum Form

6. WITHDRAWAL OF BID

Bids may be withdrawn by the Bidder by written request submitted to the District prior to, but not after, the time fixed for the opening of bids. Oral, fax, email, telegraphic or telephonic request to withdraw a bid will not be accepted. No Bidder may withdraw his bid check or bond for a period of sixty (60) days after bid opening.

7. OPENING OF BIDS

Bids shall be opened at 2:15 p.m. and publicly read aloud at the time and place set forth in Section 5 herein.

8. AWARD OR REJECTION OF BIDS

The District reserves the right to waive any informality or irregularity in any bid, to reject any or all bids, to reject one part of a bid and accept another, and to make award of the Contract to the lowest responsible and responsive bidder as it may serve the best interest of the District.

Subject to any requirements set forth in the Public Contract Code, in determining a responsible bidder consideration will be given to the trustworthiness, quality, fitness and capacity of the bidder, which includes but is not limited to the general experience of the bidder to satisfactorily perform the Work contemplated herein. Professional integrity and honesty shall be essential requirements. All Bidders shall complete the Bidders Questionnaire which shall assist the District in the determination of Bidders fitness expressed above.

9. PREVAILING WAGES

The successful bidder and any of its subcontractors shall pay to all workers not less than the general prevailing rate of per diem wages (for general, holiday and overtime work) as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the District office and shall be made available upon request. The successful bidder shall post a copy of the schedule at the Site of the Work. In accordance with SB 854 (2014), Contractor and any subcontractor(s) must be registered with the California Department of Industrial Relations before they may be listed on a bid proposal for a public works project, or perform work on a public works project.

10. PERFORMANCE, LABOR, AND MATERIAL BONDS, EXECUTION OF CONTRACT

Having satisfied all conditions of award as set forth elsewhere in the documents, the successful Bidder shall, within the period specified herein, furnish (1) a performance bond, in the sum of 100% of the total bid, as security for the faithful performance of the contract; and (2) a payment bond, in the sum of 100% of the total bid, as security for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, employed or used by him in performing the work. Each such bond shall be in an appropriate form satisfactory to District and shall bear a date, and each bond shall be as specified in the General Conditions. On each such bond, the rate of premium shall be stated together with total amount of premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to the bond. The successful bidder shall also furnish to District within this same time frame evidence of insurance coverage satisfactory to District in accordance with Article 12 of the General Conditions.

11. PLAN HOLDER REQUIREMENTS

N/A

12. CLASSIFICATION OF CONTRACTORS" LICENSE(S)

In accordance with Public Contract Code Section 3300, a bidder submitting a bid for the performance of the Work shall possess a Class C - 12 license (or highest recognized license to perform specified work) at the time the Contract is awarded. The successful bidder shall maintain the license in good standing throughout the course of the Work. Submission of a bid shall be deemed certification by the bidder that it possesses the required license(s) and that the license specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated herein. A bidder shall upon request furnish the District with proof of current licensing status.

13. TIME OF ESSENCE

Time is of the essence. The Work must be completed within Ninety (90) calendar days after the commencement date specified in the Notice to Proceed. Liquidated damages will be assessed, as set forth in the Agreement for failure to meet the specified completion date.

14. SECURITIES WITHHELD TO ENSURE PERFORMANCE

At its request and expense, and pursuant to Public Contract Code Section 22300

(which provisions are hereby incorporated by reference as if set forth in full), a successful bidder may substitute certain securities for any money held by District to ensure performance of the Contract, except where not allowed by la

BID FORM

Sealed bids will be received by the Parks District Services Manager of the Pleasant Valley Recreation and Parks District at 1605 East Burnley Street, Camarillo, CA. 93010 (District Office)

February 15, 2017 @ 2:00 P.M.

Board of Directors:

Ladies/Gentlemen:

Having carefully examined the Notice Inviting Bids, Instructions to Bidders, the General Conditions, the Special Conditions, and Plans and Specifications, any addenda thereto, and any other Contract Documents, and having examined the Site of the Work , the locality where the Work is to be performed and local conditions thereto, the legal requirements (applicable federal, state and local laws, ordinances, rules and regulations) for the Work, the conditions affecting cost, progress and performance (including but not limited to bid quantities and specifications. The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work. (the "Work"). Required for pulverizing approximately 100,000 square feet (sq ft) of existing asphalt and 1000 square feet (sq ft) of asphalt berm, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls located at the Camarillo Grove Park, 6968 Camarillo Springs Rd, Camarillo, California 93012, and to accept in full payment thereof the Base Bid Grand Total Bid Price (based on the Lump Sum) set forth in the attached Bid Schedule of Work and Prices, upon which award of this Contract will be made. The contract price includes the costs of bonds, insurance, license and permit fees, taxes and any other item. Cost or expense incidental to this Contract. In the case of discrepancies between words and figures, the words shall prevail.

If awarded the contract, the undersigned hereby agrees to timely sign said contract and furnish the necessary bonds, proof of insurance coverage and any other documentation required by these Contract Documents to the District within five (5) days after notice of award of said contract. Failure to do any of the aforementioned shall be cause for rejection of the bid and forfeiture of the bid bond and the contract shall be awarded to the next lowest responsive and responsible bidder.

The undersigned has checked carefully all the figures and information contained in this Bid Form and the Bid Schedule of Work and Prices and understands that the Pleasant Valley Recreation and Park District will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

This Bid and any surety provided in connection therewith shall remain open for ninety (90) days from the date of bid opening, unless otherwise required by law.

MANDATORY FORM

The undersigned bidder hereby certifies that this Bid Proposal is genuine and not sham or collusive, and makes the further representations to the District set forth in the Non-Collusion Declaration attached hereto.

The Bidder hereby certifies the accuracy of the representations made herein concerning the contractor's license number, type and expiration date; that the license(s) are current and valid; and the license(s) is/are in a classification appropriate to the Work to be undertaken.

In conformance with current statutory requirements contained in California Labor Code Section 1860 et seq., the undersigned confirms the following as its certification:

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

Bidder Acknowledges Receipt of the Following Bid Addenda:

No. 1 _____ Date _____

No. 2 _____ Date _____

No. 3 _____ Date _____

No. 4 _____ Date _____

Provide information concerning the surety company and agent who will provide the required bonds on this Contract:

Name of Surety _____

Address _____

Surety Company Agent _____

Note: If this Bid is made by an individual, it shall be signed and his or her full name and address shall be given below. If the Bid is made by a partnership, it shall be signed with the partnership name by a partner of the firm, who shall also sign his or her own name and shall provide the name and address of each partner. If the Bid is made by a corporation, it shall be signed on behalf of the corporation by its duly authorized officer(s) and attested by the corporate seal.

Bidder (Business) Name _____ Federal Taxpayer ID No. _____

Contractor's License(s) No. _____ Type _____ Expiration Date _____

Bidder hereby warrants that Contractor and any subcontractor(s)

are registered with the California Department of Industrial

Relations.

MANDATORY FORM

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at _____ California

Date: _____, 2017

AUTHORIZED SIGNATURES

By: _____

Print Name: _____

Title: _____

If Bidder is a **Corporation**, the Bid shall also be signed by its Secretary:

By: _____

Print Name: _____

If Bidder is a **Partnership**, provide the name and address of each Partner here:
(Add additional sheets if necessary)

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Bidder's Business Address:

Telephone No.: _____ Fax No.: _____

**GRADING, AC PAVING AND STRIPING RENOVATIONS
 BID SCHEDULE OF WORK AND PRICES**

BIDDER'S NAME: _____

ITEM NO.	DESCRIPTION	SPECIFICATION / PAYMENT REF.	LUMP SUM
1	General & Special	N/A	\$
2	Grading	31 22 00	
3	Excavation	31 23 16	
4	Fill	31 23 23	
5	Asphalt Paving	32 12 16	
6	Parking Bumpers	32 17 13	
7	Painted Pavement Markings	32 17 23	
8	Tactile Warning Surfacing	32 17 26	

*Lump Sum Price to Include Profit, Overhead, General Conditions and General Requirements.

BASE BID GRAND TOTAL (Bid Price in Figures) \$ _____

BASE BID GRAND TOTAL (Bid Prices in Words) _____

DEDUCTIVE ALTERNATES

N/A

Award of Contract will be made to the lowest responsible, responsive bidder on the basis of the total base bid submitted for the Work.

DESIGNATION OF
SUBCONTRACTORS

(Public Contract Code Section 4100 *Et Seq.*)

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

(a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract, in an amount in excess of one-half (1/2) of one (1) percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one (1) subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor (either through an "and/or" provision or otherwise) for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

Failure to comply with these requirements will render the Bid non-responsive and may cause its rejection.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

LIST OF SUBCONTRACTORS

(Add sheets as necessary)

Name: _____

Address: _____

City: _____ Telephone: (_____) _____

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____) _____

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____) _____

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____) _____

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

NON-COLLUSION
DECLARATION TO BE
EXECUTED BY BIDDER AND
SUBMITTED WITH BID [Public
Contract Code Section 7106]

[Must Be Notarized]

The undersigned declares:

I am the _____ of _____ the party making the foregoing bid.

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

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

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

(Signature)

(Typed Name)

(NOTE: THIS FORM SHALL BE USED WHERE THE BIDDER SUBMITS A BOND INSTEAD OF CHECK OR CASH.)

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____ as Surety, are held and firmly bound unto Pleasant Valley Recreation & Park District (hereinafter "Owner,") in a sum not less than ten percent (10%) of the total amount of the Bid, to be paid to Owner, its successors, and assigns, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the Bid Schedules of Owner's Contract documents entitled Camarillo Grove Park, all in accordance with the Contract Documents, including specifications and drawings on file at the offices of the Owner.

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner, and within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement contained within said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this Bond by said Owner, and Owner prevails, said Surety shall pay all costs incurred by said Owner in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we hereunto set our hands and seals
this day of _____, 20 ____

(SEAL)

(SEAL)

(Seal and Notarial Acknowledgement of Surety)

Principal

Surety

(Signature)

(Signature)

MANDATORY FORM

NOTE:

- (1) This bid bond form is a mandatory form.
- (2) The bid bond form must be acknowledged before notary's public, and a legally sufficient power of attorney must be attached to the bid bond to verify the authority of the party signing on behalf of the surety.

CAMARILLO GROVE PARK

MANDATORY FORM

All Bidders **MUST** complete this form and it **MUST** be submitted with the bid. Failure to do so will render a bid non-responsive. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer as the term is used by State of California Contractor State License Board and/or in which any equity holder (eg shareholder, partner, member) of the Bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management projects performed by Company.

"Contact Information" means the name, address and telephone number of a person or entity.

For all **YES** answers please provide complete explanations on extra sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all bids)		YES	NO
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated in Paragraph 12 of the Instructions to Bidders		
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on any public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		
3	Has the Bidder's insurance or Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, automobile and workers' compensation.		
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information for the Division of Labor Standards Enforcement.		
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (OSLE)? If so, provide the date(s) of investigations and the contact information for the Division of Labor Standards Enforcement.		
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number of each court case.		
7	Within the past 5 years, have stop payment notices been filed with any government agency on any projects performed by Bidder or any Related Company? If so, please provide the following information for each stop payment notice; contact information for each claimant, amount of the claim,		
8	Has Bidder or a Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		

9	Has Bidder or Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the governmental agency's contact information.		
---	--	--	--

MANDATORY FORM

EVALUATION ELEMENTS

<i>Standard Bidder Questions (applies to all bids)</i>		YES	NO
10	Has Bidder or related Company ever had its license revoked? If so, provide the date and name of each revocation and explain the circumstances of the revocation.		
11	Provide the name, date, contact information and approximate amount of the contract and a description of work performed for each job performed by Bidder in the last 3 years involving		

Contractor Officer's Signature:

Title

Date

Bidder's failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

ALTERNATE BID

A. ALTERNATE BID PROCEDURE

- a. The District shall determine which alternates are selected for inclusion in the Contract.
- b. The District reserves the right to select any, all, or none of the alternates. The selection of alternates shall not affect the selection of the lowest responsible bidder.
- c. Alternates are described briefly in this section.
- d. Coordinate alternates with related work to ensure that the work affected by each selected alternate is properly accomplished.
- e. Award of the CONTRACT will be made based on funding identified in the budget process.

necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with any requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefore, the prices set forth in the accepted Bid Schedule (Proposal). The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for completion of the Work.

4. The Work shall commence within five (5) days after the date specified in the Notice to Proceed issued by the Owner, and shall be fully completed no later than Sixty (60) calendar days from the date specified in the Notice to Proceed. Time is of the essence for completion of the Work. If the Work is not completed in the time specified herein, plus any extension of time as allowed, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall pay to Owner as liquidated damages, and not as a penalty, the sum of Two Hundred and Fifty Dollars (\$250.00) for each calendar day that expires after the time specified for completion of the Work. The parties hereby incorporate by reference the provisions of Section 3.1 of the Special Conditions into these Contract Documents, and they further agree that this Section 4 of this Agreement complies with Public Contract Code Section 7203.
5. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.
6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be completed to the approval and entire satisfaction of the District.
7. To the fullest extent permitted by law, the Contractor shall assume the defense of and indemnify and hold harmless the District and its respective directors, officials, officers, employees, representatives, consultants, agents and volunteers, and each of them (collectively herein "Indemnitees") from and against:
 - a. Any and all claims, demands, causes of action, actions, proceedings, damages, costs, expenses (including costs of

defense and attorney's fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person, including the Indemnitees, and damages to or destruction of property of any person, including the Indemnitees', arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;

- b. Any and all claims, demands, causes of action, actions, proceedings, damages, costs, expenses (including costs of defense and attorney's fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any existing governmental law, ordinance or regulation relating to the Work, specifically including but not limited to the safety of workers, compliance with which is the responsibility of Contractor, any subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
 - c. Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees.
 - d. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees in any such suit, action or other legal proceeding.
 - e. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - f. Contractor agrees to carry insurance for this purpose as set out in the specifications. See Article 12 of the General Conditions, entitled INSURANCE, for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees.
8. If any provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

9. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.
10. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.
11. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.
12. The individuals executing this Agreement on behalf of Owner and Contractor hereby warrant that they possess the legal authority to sign this Agreement on behalf of their respective party.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

"CONTRACTOR"

By: _____

License No(s). _____

Its: _____
[TITLE]

Expiration Dates(s) _____

By: _____

By: _____

Its: _____
[TITLE]

Its: _____
[TITLE]

Address: For Giving Notice to Owner

By: _____

Its: _____
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. Where such verification is a Power of Attorney, it shall be an unrevoked power, and Contractor shall provide an original or certified copy of the original

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor," as principal, and _____ as Surety, are held and firmly bound unto Pleasant Valley Recreation & Park District, hereinafter referred to as "Owner," in the sum of \$ _____, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of Work generally described as all materials, labor, equipment, tools services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the Work) Required for pulverizing approximately 100,000 square feet (sq ft) of existing asphalt and 1000 square feet (sq ft) of asphalt berm, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls located at the Camarillo Grove Park, 6968 Camarillo Springs Rd, Camarillo, California 93012, at the Pleasant Valley Recreation & Park District's (District), as specifically set forth in said Contract Document entitled Camarillo Grove Park, and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if Contractor or any of its subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same used in connection with the performance of work contracted to be done or for work or labor thereon of any kind, or fails to pay any of the persons named in Section 9100, California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or for any amounts required to be deducted, withheld and paid to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons named in Civil Code Section 9200, so as to give a right of action to them or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Part 4 of Division 3 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152-8154 and 9550-9560, inclusive.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such

alteration or extensions of the contract is hereby waived by the Surety.

WITNESS our hands _____ day of _____, 20

Contractor:

By: _____

Title: _____

By: _____

Title: _____

Surety:

By: _____

Title: _____

Home Office Address: _____

Phone: _____

Attorney-in-Fact _____

Address: _____

Phone: _____

SEAL

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. _____

That we _____ hereinafter referred as "Contractor," as principal, and as Surety, are held and firmly bound unto Pleasant Valley Recreation & Park District, hereinafter referred to as "Owner," in the sum of \$ _____, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of the Work generally described as all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work)) Required for pulverizing approximately 100,000 square feet (sq ft) of existing asphalt and 1000 square feet (sq ft) of asphalt berm, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls located at the Camarillo Grove Park, 6968 Camarillo Springs Rd, Camarillo, California 93012, at the Pleasant Valley Recreation & Park District's (District), as specifically set forth in said Contract Document entitled Camarillo Grove Park, and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

NOW THEREFORE, if said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

FURTHER PROVIDED, that, as provided in Article 15 of the General Conditions entitled "Termination of Contract," and upon termination in accordance with said Article 15, if the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, exceed the balance due the Contractor, on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%)

per annum or the maximum rate authorized by California law, whichever is lower.

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

- 1.1.1 The Contract Documents, which jointly forms the contract, consists of the Notice Inviting Bids, Instructions To Bidders, all of the Proposal forms (including the Bid Form, Bid Schedule of Work and Prices, Designation/List of Subcontractors, Addendum and Affidavit of Non-Collusion), the Award of Contract, the Agreement (Contract), the Performance and Payment bonds and insurance documentation to be provided by the Contractor to the District, the Notice To Proceed, these General Conditions, the Special Conditions, the Specifications and Drawings, bid addenda, and any change orders or directives or addenda and the Specifications and Drawings listed therein, all of which documents are on file in the District Office and are hereby referred to and made a part of these General Conditions.
- 1.1.2 The District and the Contractor are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- 1.1.3 The word *District* refers to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, 1605 Burnley St., Camarillo, CA 93010. The District is sometimes referred in the Contract Documents as the "Owner."
- 1.1.4 The Governing Body of the District is the Board of Directors of said District, hereinafter called the Board. The Board will act for the District in all matters pertaining to the Contract.
- 1.1.5 The term *Subcontractor* as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnished material worked to a special design according to the Plans and Specifications of this work but does not include one who merely furnishes material not so worked.
- 1.1.6 The term *Project* refers to the Work described in Section 1 of the Instructions to Bidders and in the Bid Form, i.e. the Work to be undertaken by the Contractor.
- 1.1.7 The Inspector is the duly authorized representative of the District at the Project. The words "directed" or "approved" shall be understood to be followed by the words "by the District."

- 1.1.8 The term *Work* (or sometimes *work*) includes all labor necessary to produce the construction, and all materials and equipment to be incorporated in the construction, for the Project.
- 1.1.9 The word *Materials* shall include all raw materials, fabricated materials, equipment, apparatus, fixtures, appliance, and substances which are a component part of, or which are contributory to the work of the Contractor, unless specifically provided otherwise.
- 1.1.10 The word *Satisfactory* shall be understood to be followed by the words and acceptable to the District.
- 1.1.11 The term *Building Code* in the specifications or on the drawings shall be construed to mean the California Building Code. 2015
- 1.1.12 The words required, necessary, or proper shall be understood to be followed by the words to complete the work satisfactory and acceptable to the District.
- 1.1.13 The words *directed* or *approved* shall be understood to be followed by the words *by the District*.
- 1.1.14 The term *Architect* shall mean California Licensed Architect.
- 1.1.15 The masculine gender shall include the feminine and neuter; the singular number shall include the plural, and the plural, the singular; and the term "person" shall include a person, firm, corporation or association.
- 1.1.16 The initials N.I.C. shall indicate that the article referred to on the drawings is to be furnished by the District. If the item is to be installed by the Contractor, it shall be so stated in the plans or specifications.
- 1.1.17 Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives notice.
- 1.1.18 All time limits stated in the Contract Documents are of the essence of the Contract. The term "days" refers to consecutive calendar days, unless otherwise provided.

1.2 EXECUTION OF CONTRACT

- 1.2.1 The Contractor to whom the work is awarded, shall, within five (5) days after being notified of such award, enter into a Contract with the District for the work in accordance with the drawings and the specifications, and provide the District with bonds and evidence of insurance coverage as provided in Article 10 of the Instructions to Bidders.

1.3 DRAWINGS AND SPECIFICATIONS

- 1.3.1 The specifications, for convenience, are arranged in the several sections indicated, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and the Subcontractors.
- 1.3.2 In general, the drawings will show dimensions; position and kind of construction, and the specifications will show qualities and methods. Any work indicated on the drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified, shall be the same as similar parts that are detailed, marked or specified.
- 1.3.3 In the case of differences between the specifications and the drawings, the specifications shall govern. Should an error appear in the drawings or specifications, or in the work done by others affecting this work, the Contractor shall notify the District at once and the District will issue instructions as to procedure. If the Contractor proceeds with the work so affected without instructions from the District, he shall make good any resulting damage or defects. This includes typographical errors in the specifications and notational errors on the drawings where doubtful of interpretation. Figured dimensions on the scale drawings shall govern.
- 1.3.4 The general character of the detail work is shown on the contract drawings, but minor modifications may be made in the large scale or full size drawings. The District will furnish additional details to explain the work more fully and the same shall be considered a part of the Contract. Any work performed before receipt of such details, if not in accordance with them shall be removed and replaced or adjusted as directed, without expense to the District. Should any details submitted later than the Contract drawings and specifications, in the opinion of the Contractor, be more elaborate than the drawings and specifications warrant, written notice thereof shall be given to the District within five (5) days of receipt of such details. The District will then consider the claim and if justified, said detail drawings shall be amended or the extra work authorized. Non-receipt of such notice shall relieve the District of any claims.
- 1.3.5 Where, on any drawings, a portion of the work is drawn out and the remainder is indicated in outline, the drawn-out part shall also apply to all other like portions of the work. When ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses of parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

1.4 COPIES FURNISHED

- 1.4.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work. All drawings, specifications and copies thereof furnished by the District are and shall remain his property. They are not to be used on any other project and are to be returned to the District on request at the completion of the work.

ARTICLE 2 DISTRICT

2.1 ADMINISTRATION OF THE CONTRACT

- 2.1.1 The District will provide general administration of the construction contract, including performance of the functions hereinafter described. The District has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- 2.1.2 The District shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The District shall have the right to accept or reject materials and workmanship. His decisions in matters relating to artistic effect shall be final.
- 2.1.3 The District is the interpreter of the conditions of the Contract and the judge of its performance; The District shall use his powers under the Contract to enforce its faithful performance.
- 2.1.4 The Districts Park Services Manager will make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of his on- site observations, the District will endeavor to guard against defects and deficiencies in the work of the Contractor. The District will not be required to make continuous on-site inspections to check the quality or quantity of the work. The District will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

2.1.5 Based on such observations and the contractor's Applications for Payment, the District will determine the amounts owing to the contractor and will issue Certificates for Payment.

2.1.6 The District will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of their agents or employees, or any other person performing any of the work.

ARTICLE 3 INSPECTOR

3.1 INSPECTOR

3.1.1 The District may assign one or more inspectors to the Work. Substitutes may be used during absence of the assigned Inspector. The Inspector has the following authority:

3.1.2 To view the Work, sample and test components (at the site, off-site and at manufacturing locations), and discuss the Work with the Contractor's field representative.

3.1.3 To determine compliance with the Plans and Specifications and other Contract Documents. The Inspector may issue warnings of non-compliance.

3.1.4 To issue stop work notices in the following two instances only:

- a. Where a safety hazard exists that has an immediate potential for serious injury or death.
- b. Where the operation in progress, if continued, could be averse to the District's interest.

ARTICLE 4 CONTRACTOR

4.1 CONTRACTOR

4.1.1 The Contractor shall not be deemed or construed to be an employee of the District but shall always be deemed to be an independent Contractor and shall have all the privileges and rights and be charged with all duties and obligations accorded to and placed by law on independent contractors.

4.2 SUPERVISION AND CONSTRUCTION PROCEDURES

4.2.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

4.2.2 The Contractor warrants to the District that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.

4.2.3 Whenever any materials, apparatus, equipment, or process is indicated or specified by patent or proprietary name, and/or by the name of the manufacturers, the name so indicated or specified shall be deemed and construed to be followed by the words "or equivalent in quality and utility." Within thirty (30) days after the award of the Contract the Contractor may submit to the District for approval proposed substitutions for items specified with all data required to make a complete analysis. If a substitute offered by the Bidder shall not be deemed by the District to be equal to that so indicated or specified, then the successful bidder, as Contractor, shall furnish, erect, or install the material, apparatus, equipment, or process indicated or specified by name.

4.3 COMPLIANCE WITH LAWS; NOTICES; PERMITS AND FEES

4.3.1 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work, especially those relating to the safety of workers and all persons who may come into contact with the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the District in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District, he shall assume full responsibility therefore

and shall bear all cost and liabilities attributable thereto.

- 4.3.2 The Contractor shall make application for and secure the General Building Permit from the City or County, in which the work is located, if such permit is required. The Contractor shall pay all other fees and secure all other permits required and necessary to complete the work.

4.4 CASH ALLOWANCES

- 4.4.1 [Deleted].

4.5 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

- 4.5.1 The Contractor shall be responsible to the District for the acts, errors and omissions of all his employees and all Subcontractors and their work under a contract with the Contractor.

4.6 PROGRESS SCHEDULE

- 4.6.1 Immediately after being awarded the Contract, the Contractor shall prepare and submit for the District's approval an estimated progress schedule for the work. The progress schedule shall relate to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the District's approval.

4.7 SHOP DRAWINGS AND SAMPLES

- 4.7.1 Shop drawings are drawings, diagrams illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.
- 4.7.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
- 4.7.3 The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other Contractor, all shop drawings and samples required by the Contract Documents or subsequently by the District. Shop drawings and samples shall be properly identified as specified. At the time of submission, the Contractor shall inform the District in writing of any deviation in the shop drawings or samples from requirements of the Contract Documents.

- 4.7.4 By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials catalogue numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents.
- 4.7.5 The District will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The District's approval of a separate item shall not indicate approval of an assemblage in which the item functions.
- 4.7.6 The Contractor shall make any corrections required by the District and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the District on previous submissions.
- 4.7.7 The District's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the District in writing of such deviation at the time of submission and the District has given written approval to the specific deviation, nor shall the District's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
- 4.7.8 No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the District. All such portions of the work shall be in accordance with approved shop drawings and samples.
- 4.7.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the work "Broom Clean," or its equivalent, except as otherwise specified.
- 4.7.10 The Contractor fails to clean up, the District may do so and the cost thereof shall be charged to the Contractor.

4.8 INDEMNIFICATION

- 4.8.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the District and its agents, directors, officials, officers, employees, representatives, consultants, agents and

volunteers from and against all claims, demands, damages, losses, causes of action, proceedings, liabilities, expenses and other costs (including but not limited to attorney's fees and costs of defense) arising out of or resulting from the performance of the work, in accordance with the provisions of Section 7 of the Agreement (Contract) between the District and Contractor. The Contractor's obligations herein shall not be abridged, reduced or discharged by the maintenance of insurance by the Contractor.

4.8.2

In any and all claims against the District or any of their agents directors, officers or employees, by any employee of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in the Agreement (Contract) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefits acts or other employee benefit acts.

4.9.2

The obligations of the Contractor shall NOT extend to the liability of the District, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the District, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

4.9.3

Consistent with Public Contract Code Section 9201, the District shall timely notify Contractor if it receives any third-party claims attributable to the Work, and Contractor shall reimburse District for its reasonable costs in connection therewith. Contractor shall also timely notify District in the event Contractor receives such notice of third-party claims attributable to the Work.

ARTICLE 5

SUBCONTRACTORS

5.1 SUBCONTRACTORS

- 5.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.
- 5.1.2 Nothing contained in the Contract Documents shall create any contractual relation between the District and any Subcontractor.

5.2 SUBCONTRACTS

- 5.2.1 Subcontracting or subletting any part of the Contract shall be made only in accordance with the provisions of Sections 4100 to 4113 inclusive, of the Public Contract Code of the State of California.
- 5.2.2 The District will deal only through the Contractor who shall be responsible for the proper execution of the entire work.

5.3 RELATION OF CONTRACTOR AND SUBCONTRACTOR

- 5.3.1 The Contractor shall be bound to each of his subcontractors by the provision of the Contract and shall bind each of his Subcontractors to comply with and be governed by the provisions of the Contract and to assume all the obligations there-under which the Contractor has assumed in his contract with the District, insofar as said provisions and obligations are applicable to the work which the Subcontractor agrees to perform for the Contractor.
- 5.3.2 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractor to the Contractor by the same terms of the Contract insofar as applicable to the work of Subcontractor and to give the Contractor the same power as regards terminating any Subcontract that the District may exercise over the Contractor under any provision of the contract.

5.4 PAYMENTS TO SUBCONTRACTORS

- 5.4.1 Contractor shall promptly and timely pay each Subcontractor, upon receipt of payment from the District, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work. The Contractor shall also require each Subcontractor to make similar prompt and timely payments to his employees and any other Subcontractors.
- 5.4.2 If the District fails to issue a Certificate for Payment for any because which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his work to the extent completed, less the retained percentage.
- 5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor and he shall require each Subcontractor to make similar payments to his Subcontractors.
- 5.4.4 The District may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.
- 5.4.5 The District shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

ARTICLE 6 SEPARATE

CONTRACTS

6.1 DISTRICT'S RIGHT TO AWARD SEPARATE CONTRACTS

- 6.1.1 The District reserves the right to award other contracts in connection with other portions of the Project under these or similar Conditions of Contract.

6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

- 6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

- 6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the District any apparent discrepancies or defects in such work that render it unsuitable for such proper execution of their work, and shall properly connect and coordinate his work with theirs.
- 6.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 SUCCESSORS AND ASSIGNS

- 7.1.1 The District and the Contractor each binds himself, his partners, directors, officers, successors, assigns and legal representatives to the other party hereto and to the partners, directors, officers, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the District.

7.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK

- 7.2.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the District may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy District may possess, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the District's additional services made necessary by such default, neglect or failure. The District must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the

District.

7.3 ROYALTIES AND PATENTS

7.3.1 The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights, and shall indemnify and save the District harmless from loss on account thereof.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 Simultaneously with the execution of the Contract, the Contractor shall furnish and file a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price and a Labor and Material Bond in an amount of not less than one hundred percent (100%) of the Contract price.

7.4.2 The Labor and Material Bond shall provide for amounts due under the Unemployment and Insurance Act with respect to such work or labor.

7.4.3 Contractor shall use the forms provided with these specifications or which are otherwise satisfactory to the District in form and substance. The bonds shall be secured by a surety company authorized to conduct business within the State of California and satisfactory to the District.

7.5 OCCUPANCY

7.5.1 The District, subject to the Contractor's approval, may occupy a portion of the Work prior to its completion. The District will, prior to such partial occupancy, give notice to the Contractor thereof, and such occupancy shall be based on the following terms:

7.5.2 The one-year (1) guarantees shall not begin to run until the final acceptance of all work under the Contract.

7.5.3 The occupancy of any portion of the Work shall not constitute an acceptance of work not performed in accordance with the Contract Documents or relieve the Contractor of liability to perform any work required by the Contract but not completed at time of occupancy.

7.5.4 The Contractor shall not be required to furnish heat, light, or water used in the occupied portion of the Work without proper remuneration therefore.

7.5.5

7.6 GUARANTEE

7.6.1 The Contractor shall be held responsible for and must make good any defects, through faulty, improper or inferior workmanship or materials, arising or discovered in any part of his Work for a minimum of one-year (1), or longer if specified or required elsewhere, after completion and acceptance of his work. The Bond for Faithful Performance, furnished by the Contractor, shall cover such defects and protect the District against them.

7.6.2 The Contractor shall be responsible for all damage to any part of the project Work caused by leaks, breaks, or other failure due to faulty material or workmanship within a period of one-year (1) after completion and final acceptance.

7.6.3 All guarantees must be submitted to the District before the final installment of the Contract will be approved for payment.

7.7 TESTS

7.7.1 The District shall select the testing laboratory to perform required inspections and tests.

7.7.2 When additional inspections and tests become necessary because of the manner in which the Contractor executes his work, such as inspections and tests at transit- mix concrete plants, test of materials substituted for previously accepted materials, and retest(s) made necessary by failure of work or materials to comply with the requirements of the Contract Documents, then the cost of these tests will be paid for by the Contractor.

7.8 DISPUTE RESOLUTION

7.8.1 All public works claims, disputes and other matters in question in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less arising out of, or relating to, this Contract or the breach hereof, shall be resolved in accordance with Public Contract Code Section 20104 et seq. Any disputes in excess of said amount shall be resolved through arbitration between the parties held in accordance with Code of Civil Procedure Section 1280 et seq. Any dispute proceedings shall be held in the County of Ventura.

ARTICLE 8

TIME

8.1 TIME

8.1.1 The contract Time is the period of time allotted in the Contract Documents for completion of the Work.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Agreement or such other date as may be established therein.

8.1.3 Date of Substantial Completion of Work or designated portion thereof, is the Date certified by District when construction is sufficiently complete, in accordance with Contract Documents, so District may occupy the work or designated portion thereof for the use for which it is intended.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall carry the work forward expeditiously with adequate forces and shall complete it within the contract Time specified in the Notice to Proceed.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the District or by any officer, director or employee of the District, or by any separate contractor employed by the District, or by changes ordered in the work or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the District pending arbitration, or by any cause which the District determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the District may determine.

8.3.2 All claims for extension of time shall be made, in writing; to the District no more than ten (10) days after the occurrence of the cause of delay; only one claim is necessary.

**ARTICLE 9
PAYMENTS AND COMPLETION**

9.1 SCHEDULE OF VALUES

9.1.1 Before the first Application for Payment, the Contractor shall submit to the District a Schedule of Values of the various portions of the Work, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when approved by the District, shall be used only as a basis for the Contractor's Applications for Payment.

9.2 PROGRESS PAYMENTS

On or about the first day of each month, the Contractor shall submit to the District an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the District may require, for ninety-five percent (95%) of all work performed during the preceding month. Retention proceeds withheld by the District shall not exceed five percent (5%) of the Contract payment price.

9.2.1 If payments are to be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of Bills of Sale or such other procedures satisfactory to the District to establish the District's title to such materials or equipment or otherwise protect the District's interest including applicable insurance and transportation to the site. Consistent with Section 8 of the Special Conditions, Contractor is responsible for the security of materials, equipment and items stored at the site of the Work.

9.2.2 The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the District upon the receipt of such payment by the Contractor, free and clear of all liens, claims security interests or encumbrances. No work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any person performing the work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.2.3 Review and payment of progress payments are subject to the provisions of Public Contract Code Section 20104.50.

CERTIFICATES FOR PAYMENT

- 9.3.1 The issuance of a Certificate for Payment will constitute a representation by the District, based on the Inspectors observations at the site and the data comprising the Application for Payment that the work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, and that the as-built drawings are being currently maintained.
- 9.3.2 After the Certificate for Payment has been received and processed, the District shall make payment in the manner provided in the Agreement. Retention proceeds are subject to the provisions of Public Contract Code Sections 7107 and 7201.
- 9.3.3 No Certificate for a Progress Payment, or any progress payment nor any partial or entire use or occupancy of the Project by the District, shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.4 PAYMENTS WITHHELD

- 9.4.1 The District may decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion to protect the District from loss, because of defective work not remedied, failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment or unsatisfactory prosecution of the work by the Contractor. In the event of a dispute between the District and the Contractor, the District may withhold from the final payment any amounts authorized by law.

9.5 SUBSTANTIAL COMPLETION

- 9.5.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Allocation for Payment, the District will promptly make such inspection and, when the Inspector finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections the work has been completed in accordance with the terms and conditions of the Contract Documents and that ninety five percent (95%) of the Contract amount is due and payable. The District shall then file the Notice of Completion.

FINAL PAYMENT

- 9.5.2 The five percent (5%) retention payment, called the Final Payment, shall be paid when all work of the Contractor on all construction on which he is required to perform any of said work is fully accepted by the District, but not less than 35 days after the Notice of Completion has been recorded. Such payments shall be of an amount equal to the balance of the Contract Price. Release of the final payment is also subject to the provisions of Public Contract Code Section 7107.

9.6 LIENS

- 9.6.1 Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the District a complete release of all liens, arising out of this Contract and an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify it against any lien. Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 10

EMPLOYMENT AND WAGES

10.0 EMPLOYMENT QUALIFICATIONS

- 10.1.1 No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution, and no inmate of any institute for mental defectives, shall be employed to perform any work under this Contract. No person whose age or physical condition is such as to make his employment dangerous as to his health or safety of others shall be employed to perform any work on the Project under this Contract, provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employable, where such persons may be safely assigned to work which they can ably perform.

The Contractor and Subcontractor shall comply with all the provisions of the California Labor Code relating to the employment of aliens.

WAGE RATES

Pursuant to Articles 1 and 2, Chapter 1, Part 7, Division 2 of the California Labor Code, the District has ascertained the general prevailing rate of hourly wages in the locality in which the work on the project is to be performed for each craft or type of workman

or mechanic needed to execute the Contract. The prevailing wages so determined are stipulated in the specifications.

The Contractor shall forfeit to the District, as a penalty the sum of Fifty Dollars (\$50.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated prevailing rates for any work done under this Contract by him or by any Subcontractor under him. [Labor Code Section 1775]

Eight (8) hours of labor shall constitute a legal day's work and forty (40) hours a legal week's work, upon all work done hereunder. The Contractor shall comply with Article 1 and 3 of Chapter 1, Part 7, and Division 2 of the California Labor Code relative to working hours. It is further expressly stipulated that the Contractor shall forfeit to the District as a penalty Twenty-five Dollars (\$25.00) for each workman employed in the execution of this Contract, or by any Subcontractor under this Contractor, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of the provisions of said Article 1 and 3 of the California Labor Code. [Labor Code Section 1813]

Contractor's attention is hereby directed to the provisions of SB 854 (2014). Among other requirements, Contractors and Subcontractors must be registered with the California Department of Industrial Relations ("Department") before they may bid on or be listed on a bid proposal for a public works project, or perform work on the project. Contractor is also hereby notified that the Work is subject to prevailing wage compliance monitoring and enforcement by the Department. The Contractor shall post job site notices at the site of the Work in accordance with Department regulations.

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY SAFETY OF PERSON AND PROPERTY

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the work site and all other persons who may be affected.

The Contractor shall comply with all applicable laws, ordinances, regulations and orders of any public authority having jurisdiction for the safety of persons. (Including personnel of Contractor and any subcontractor(s) or property or to protect them from damage, injury or loss. He shall erect and maintain as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Unless designated otherwise by Contractor, Contractor's Superintendent shall serve as Contractor's safety officer at the Site the Contractor shall furnish and erect temporary fences around the Work areas (as indicated on the drawings or otherwise), and elsewhere where required for protection of the Work and any persons, and shall prevent unauthorized persons from entering the construction area. Fences shall be 6' high above grade. Necessary gates for access

to any buildings shall be placed where directed by the District.

All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the District or anyone employed by the District which are not attributable to the fault or negligence of the Contractor.

The Contractor shall not load or permit any part of the work to be performed so as to endanger the safety of its personnel or the personnel of Subcontractor(s).

The provisions of Public Contract Code Section 7104 (relating to notice of latent or hazardous conditions) and Labor Code Section 6705 (relating to trench excavation plans for worker safety) are incorporated herein by reference as if set forth in full.

ARTICLE 12 INSURANCE

LIABILITY INSURANCE

During the performance of the work of the Contract and until completion thereof and its acceptance by the District, the Contractor at his own cost, shall provide and maintain such General Liability (including operations, products and completed operations), Automobile, Property Damage Insurance, and Extended Coverage (all as specified herein) as shall protect Contractor, and the District, from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from all operations under this Contract. The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

The Contractor and all Subcontractors shall each provide and maintain the following minimum amounts of insurance:

General Liability Insurance (including operations, products and completed operations): Two Million Dollars (\$2,000,000) 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 Work/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.

Workers' Compensation: As required by the State of California.

Employers' Liability: Two Million Dollars (\$2,000,000) per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown herein, the District shall be entitled to coverage for the higher limits.

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CGOO 01)
- b. Insurance Services Offices Form No. CA 00 01 covering Automobile Liability, code 1 (any auto)
- c. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Any deductibles or self-insured retentions must be declared to and approved by the District. At District's option, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, directors and employees; or Contractor shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

- a. The District, and its officers, directors and employees are to be covered as insureds with respect to liability arising out of or automobiles owned, leased, hired or borrowed on behalf of Contractor; and with respect to 1
- b. liability arising out of work or operations performed by or on behalf of the Contractor including parts, equipment or materials furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 11 85 or equivalent) to the Contractor's insurance policy, or as a separate owner's policy.
- c. For any claims related to this Project (Work), the Contractor's insurance coverage shall be primary insurance as respects the District, and its officers, directors and employees. Any insurance or self-insurance maintained by the District or its officers, directors or employees shall be in excess of Contractor's insurance and shall not contribute with it.
- d. 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) days prior written notice has been provided to the district. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to effectuate this waiver of subrogation.
- e. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, and its employees, agents and subcontractors.
- f. 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.
- g. Contractor shall furnish District with original certificates and endorsements effecting coverage required by this clause. The

endorsements should be on forms provided by the District or on forms otherwise acceptable to the District, provided those endorsements or policies conform to the requirements. 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.

- h. Contractor's compliance with these provisions does not modify or eliminate in any way Contractor's indemnity and defense obligations as set forth elsewhere in these Contract Documents.

ARTICLE 13

Changes in the work

The District, without invalidating the Contract, may order Changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the work shall be authorized by Change Orders and shall be executed under the applicable conditions of the Contract Documents.

A Change Order is a written order to the Contractor signed by the Owner and the District issued after the execution of the Contract, authorizing a Change in the work or an adjustment in the Contract Sum or the Contract Time.

COST DETERMINATION

The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum, by unit prices named in the Contract, or by cost and percentage. For any item involved in the changes for which unit prices have not been duly established the Contractor shall proceed on a time and material basis and shall keep an accurate account of the cost of such work and present it in such form, at such time and substantiated by such supporting papers and information as the District may require. To such items of cost there shall be added, for extra work performed, the following allowance for overhead and profit combined:

Fifteen percent (15%) of the net extra cost of labor and items incidental to labor, whether furnished by the Contractor or Subcontractor.

Eight percent (8%) of the net extra cost of material delivered to the site, including local sales taxes if any, whether furnished by the Contractor or Subcontractor.

Six percent (6%) of the net extra cost (including any overhead and profit allowed by the Contractor to the Subcontractor within the percentages above prescribed) to the Contractor of all subcontracted work involved in the change.

The cost shall include all direct and necessary production costs of the work itself, i.e. labor and items incidental to labor (such as general liability and workers' compensation insurance, old age and unemployment insurance, social security), pro-rata charges for foremen, material, and the use of power tools and equipment. Among the items to be considered as overhead and not as cost are supervisor, superintendents, timekeepers, clerks, watchmen, small tools, incidental job burdens and general office expense.

MINOR CHANGE IN THE WORK

The District shall have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the District and the Contractor.

CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall within ten days (10) after the receipt of such instructions, and in any event before proceeding to execute the work, submit his proposal thereto in writing to the District, stating clearly and in detail the basis of his objections. No such claim shall be valid unless so made.

ARTICLE 14

CORRECTION OF WORK

UNCOVERING OF WORK

If any work should be covered contrary to the request of the District, it must, if required by the District, be uncovered for his observation and replaced at the Contractor's expense.

If any other work has been covered which the District has not specifically requested to observe prior to being covered, the District may request to see such work and it shall be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the District. If such work were found not in accordance with the Contract Documents, the Contractor shall pay such costs.

CORRECTION OF WORK

The Contractor shall promptly correct all work rejected by the District as defective or as failing to conform to the Contract Document whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the District's additional services thereby made necessary.

If, within one year (1) after the Date of Substantial Completion any of the work is found to be defective or to in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the District to do so unless the District has previously given the Contractor a written notice of such condition. The District shall give such

notice promptly after discovery of the condition.

ARTICLE 15 TERMINATION OF CONTRACT

STOPPAGE OF WORK

Should the Contractor be adjudged a bankrupt, or should a petition in bankruptcy be filed against him, or should he make a general assignment for the benefit of his creditors or should an attachment or execution be levied upon the property of the Contractor, or should a receiver be appointed because of his insolvency, or should he persistently or repeatedly fail or refuse to supply enough properly skilled workmen and proper material, or should he fail to make prompt payment to his employees, suppliers, and subcontractors, or should he persistently disregard laws and ordinances and the instructions of the Districts, or should he fail, neglect or refuse to conform to all provisions of the Contract, the District, without prejudice to any other right or remedy it may otherwise have, may thereupon after giving the Contractor and his Sureties seven (7) days written notice, terminate the Contract, enter upon the site of work, take possession of all materials, tools, apparatus, equipment and appliances and complete the work of the Contractor by whatever method it shall determine most advantageous to the District. The Contractor and his sureties shall be liable to the District for any excess cost occasioned to the District thereby.

The foregoing provisions for termination of the Contract are in addition to and not in limitation of the right of the District under any other provisions of the Contract or at law.

Attention is directed to the provisions of Section 4410 of the Government Code of the State of California which is as follows: "In the event a national emergency occurs, and public work, being performed by the Contract is stopped, directly or indirectly because of the freezing or diversion of materials, equipment or labor, as a result of an order or a proclamation of the President of the United States, or of an order of any Federal Authority, and the circumstances or conditions are such that it is impractical within reasonable time to proceed with a substantial portion of the work, then the District and the Contractor may, by written agreement, terminate said Contract."

If the work should be stopped under an order of any court or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the District should fail to issue any Certificate for Payment within seven (7) days after it is due, or if the District should fail to pay to the Contractor within fifteen (15) days after its maturity and presentation, any sum certified by the District or awarded by arbitrators, then the Contractor may, upon seven (7) days' written notice to the District stop work or terminate this contract and recover from the District payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damage.

ARTICLE 16

MISCELLANEOUS PROVISIONS

ADDITIONAL MISCELLANEOUS PROVISIONS

Payroll Records. Contractor shall maintain an accurate payroll record for employees and otherwise comply with all applicable provisions of Labor Code Section 1776; all provisions of the Labor Code relating to apprentices, as set forth in Labor Code Section 1777.5; and any other Labor Code provisions applicable to the Work.

Incorporation of Other Statutory Provisions. Any statutory provision required be including, but not otherwise actually including, within these Contract Documents is incorporated herein by reference as if set forth in full.

END OF SECTION

SPECIAL CONDITIONS

1.1 SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the work) Required for pulverizing approximately 100,000 square feet (sq ft) of existing asphalt and 1000 square feet (sq ft) of asphalt berm, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3") compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls at the Pleasant Valley Recreation & Park District's (District) Camarillo Grove Park (Site), located at 6968 Camarillo Springs Road, Camarillo, California 93012.

2.1 TIME OF COMPLETION

The work shall start on April 17, 2017, and completion will be thirty (30) days from Notice to Proceed.

3.1 LIQUIDATED DAMAGES AND EXTENSION OF TIME

Notwithstanding any liquidated damages provisions as specified in the Agreement, the Contractor and his surety shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, (including but not restricted to) Acts of God, or of the Public Enemy, Acts of the Government, Acts of the District, or Acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delay of subcontractors due to such causes. The Contractor shall within ten (10) days from the beginning of any such delay (unless the District shall grant a further period of time to the date of final settlement of the

contract) notify the District, in writing, of the cause of delay, whereupon the District may extend the time for completing the work when in its judgement the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties hereto.

4.1 SURVEY OF EXISTING CONDITIONS

Prior to starting work the Contractor or his representative shall make a thorough survey of the site, approaches thereto, and condition of said project Site. The Contractor shall notify the District prior to starting the work if any existing condition is unacceptable. The Contractor shall assume all responsibility if any work proceeds without such notification. Start of the work by the Contractor indicates his acceptance and approval of all existing conditions.

5.1 WATER AND ELECTRIC SERVICE

All water and electrical service used on the site of the Work shall be paid for by the District. The Contractor shall furnish the necessary piping from the distribution point to the locations on the site where water is necessary to carry on the work. Upon completion of the work the Contractor shall remove all temporary piping.

The Contractor, at his own expense, shall furnish and install all temporary power equipment, and wiring, and piping necessary to perform the work and shall remove the same upon completion of the work.

6.1 TEMPORARY FENCING

The Contractor shall provide all materials, equipment, tools, and labor as necessary to secure the site with temporary fencing to ensure the safety and security of the personnel, equipment, supplies, and work in progress. Temporary fencing shall be a six-foot-high chain link fence. Exact location of security fence must be approved by the District.

A temporary lay down area shall be established on the existing asphalt parking lot. The Contractor, with the District's approval, shall define this lay down area in the field and secure with a fence.

7.1 TOILET FACILITIES

The Contractor shall install temporary toilet facilities for use by the workmen during the entire construction period.

8.1 WATCHMAN SERVICES

The Contractor shall provide such watchman services, as he may deem necessary to properly safeguard materials, tools, appliances, and work during all hours that operations under the Contract are not being actively prosecuted. The

District will not assume any responsibility for the loss of, or damage to, materials, tools, appliances, or surfacing work, arising from acts of theft, vandalism, malicious mischief, weather, or other causes.

9.1 ENUMERATION OF DRAWINGS

This section left blank

10.1 ENUMERATION OF SPECIFICATIONS

The specifications (Project Manual) comprise sheets marked "Grading, AC Paving and Striping, Camarillo Grove Park' dated June 1, 2016, Inclusive of Division 1- General Requirements with assembly section numbers as listed:

DESCRIPTION	SPECIFICATION SECTION
Grading	31 22 00
Excavation	31 23 16
Fill	31 23 23
Asphalt Paving	32 12 16
Parking Bumpers	32 17 13
Painted Pavement Markings	32 17 23
Tactile Warning Surfacing	32 17 26

11.1

11.m PLANS, SPECIFICATIONS, AND DETAILS

A component in one part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists, the governing ranking is:

1. Written numbers and notes on a drawing govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.

If a discrepancy is found or confusion arises, submit an RFI.

12.1 SURVEYS

The District will provide only the location of the horizontal and vertical control. These will be set prior to the commencement of construction. The Contractor shall employ professional engineers or surveyors to perform adequate surveys and staking necessary to construct the Work to the lines, elevations, and grades shown on the Plans and Specifications.

END OF SPECIAL CONDITIONS

**Camarillo Grove Parking
Lot Replacement**

**Request for Proposal:
Due February 15 2017, 2:00 pm**



www.pvrpd.org • 805-482-1996

Bob Cerasuolo
Parks Services Manager
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396
bobc@pvrpd.org
www.pvrpd.org

Request for Proposal: Due February 15, 2:00 pm | 2017

The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified Asphalt Companies to pulverize the existing parking lot, and re-use as base and add 3” inches of hot asphalt.

SCOPE OF WORK

The District seeks to contract out the parking lots at Camarillo Grove Park, 6968 Camarillo Springs Road, Camarillo Ca 93012. These parking lots are approximately 100,000 square feet (sq. ft.) of existing asphalt and 1000 square feet (sq. ft.) of asphalt berm, grade using existing pulverize asphalt for base at a compaction of 93% or greater, use hot asphalt three inches (3”) compacted for finish and re-stripe to match existing patterns to include red curbs and blue handicap stalls.

BASIC OF SPECIFICATIONS

Unless otherwise noted herein, the basic of specifications for this project shall be the Standard Specifications for Public Works Construction (the “GREEN BOOK”), latest edition.

PROPOSAL PROCESS

The proposal process will consist of a written presentation (three copies). The following shall be included in your written proposal

1. A breakdown of the work to be done.
2. History of similar projects completed within the last two years, including cost and client contact information.
3. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.
4. Description of the proposed schedule and the approach that will be used to organize and prepare for the work to be done.

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected Contractor will be contacted to let them know they have been awarded the bid.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.

Request for Proposal: Due February 15, 2:00 pm | 2017

- Ability to possess a California state license and a City of Camarillo business license and the proper insurance and bonding.

The Pleasant Valley Recreation and Park District Board of Directors will make the final award. No other officer or agent may obligate or bind the District.

CONSTRUCTION SCHEDULE

Within seven (7) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

Contract award March 1, 2017

Project start date April 17, 2017

Project completion date no later than May 19, 2017

HOURS OF OPERATION

Unless otherwise approved by the General Manager, the Contractor shall not work outside the following Hours of Operation on this Project:

Weekdays (M/T/W/TH/F): 7:00 AM - 7:00 PM

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM

Holidays: No Work. (Holidays are those Holidays observed by the District)

DESCRIPTION

The work to be performed under this Specification, No. CG-2017-AA consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.

The scope of work to be accomplished by the Contractor under these specifications shall include, but not necessarily be limited to, the following general categories of work: Clearing & Grubbing, including removal or relocation of existing improvements, removals of various surfacing materials including Asphalt Concrete, Concrete, Gravel, etc., Grading and removal of excess soil, Asphalt Concrete Pavement Structural Section, Aggregate Base, Concrete Curb, Concrete Gutter, and associated work.

TIME LINE

Request for Proposals released, January 6, 2017
Proposals must be received by Wednesday February 15, 2017, 2:00 p.m.
Contract award March 1, 2017
Project start date April 17, 2017
Project completion date no later than May 19, 2017

PROPOSAL DEADLINE

The deadline for the proposal is **Wednesday February 15, 2017, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***RFP Camarillo Grove Parking Lot***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

Please submit three (3) copies of the proposal to:

**Bob Cerasuolo,
Park Services Manager
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010**

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo**, Park Services Manager
805-482-5396 ext 301
bobc@pvrpd.org

Red line identifies PVRPD Upper Parking Lot.



**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 4, 2017

**SUBJECT: APPROVE THE SPECIFICATIONS FOR THE
PURCHASE OF A REPLACEMENT VEHICLE**

RECOMMENDATION

It is recommended the Board approve the attached specifications for the purchase of a fleet vehicle.

BACKGROUND

The Pleasant Valley Recreation and Park District's budget typically allocates \$25,000 for the purchase of vehicles and/or large equipment. The funds are in the Parks Operating Budget account number 410-8420. The fund was designed as a mechanism to fund the ongoing replacement of fleet vehicles and equipment. This amount has been allocated since the FY 2010-2011 Budget. Each year funds not expended are "rolled-over" in the account for the next budget cycle. Currently the account balance has grown to \$81,421, however staff is also requesting the replacement of a Ford Escape which would then put the budget at \$57,769. The District has one (1) vehicle in the fleet that is a 1985 Toyota Truck; this vehicle has safety concerns and purchasing parts is becoming a problem.

ANALYSIS

The purchase of this vehicle will assist the District in moving forward in both fleet management and economization. This vehicle will result in the decommissioning of a 1985 Toyota pick-up. The new truck will be assigned to the Parks Department. This vehicle will provide the Parks Department with a vehicle that is more useful, has a larger, easier access for storage and passengers and offers more safety features.

The Pleasant Valley Recreation and Park District, as a governmental agency, has the ability to utilize several purchasing procedures. Staff will investigate each one of these methods before returning to the Board to procure items. Some of the methods available are:

- **Manufacturer Implemented Governmental Rates:** Many manufacturers provide a pre-agreed governmental rate for purchases of like equipment. Typically, large manufacturers will provide specialized/standard units for a lowered cost, i.e.; police cars, service trucks, etc.
- **California Multiple Award Schedules:** Any contract awarded to the state has a provision that provides all other agencies the ability to utilize the prices identified in their bid.
- **Public Bid Process:** Developing vehicle specifications, advertising/soliciting bids. This assures the agency compares like products to better judge bid value.

Staff will investigate each of these processes and return to the Board with the lowest priced vehicle that meets our specifications.

FISCAL IMPACT

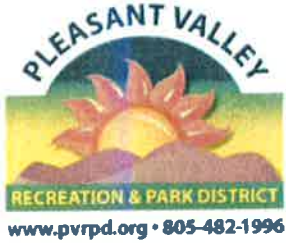
This action has no fiscal impact at this time. After reviewing and evaluating the bids staff will return to the Board and request approval to purchase the selected vehicle at which time there will be a fiscal impact.

RECOMMENDATION

It is recommended the Board approve the attached specifications for the purchase of a Ford F-150 XL Truck.

ATTACHMENT

- 1) Ford F-150 XL Truck Vehicle Specifications (1 page)
- 2) Bid Request (3 pages)



Vehicle Replacement Specification Sheet

To: Pleasant Valley Recreation & Park District Board of Directors
From: Bob Cerasuolo, Park Services Manager
CC: Mary Otten, General Manager
Date: 1/4/2017
Re: Vehicle Replacement

The Pleasant Valley Recreation and Park District's Park Division is seeking proposals for a Light Duty Truck. The vehicle must meet the following requirements:

- New Vehicle, 2017 model XL Super Cab
- 2WD / 250.5" wheelbase
- 6 cylinder 3.5L Ti-VCT V-6 gasoline engine
- 23 gallon fuel tank
- 6 speed automatic transmission with Tow / Haul
- 4-Wheeled vented-disc ABS Front rotor diameter 13.8" Rear rotor 13.7"
- Paint color – white
- Grey / Tan interior 40/20/40 seating for 4 adults
- Cloth bucket seats
- Steering – Electric power assisted
- Trailer brake/tow package
- Airbags for driver and passenger

Full specifications are available upon request.

Parks Department Truck Bid

Request for Bid:
Due February 9, 2017, 2:00 pm



www.pvrpd.org • 805-482-1996

Bob Cerasuolo
Parks Service Manager
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396 x301
bobc@pvrpd.org
www.pvrpd.org

INVITATION TO BID

Pleasant Valley Recreation and Park District ("District") is seeking a bid to purchase the following vehicle and specifications:

½ Ton Truck (XL)

- **Equipment Group 100A**
- **4x2 XL Super Cab 2WD / 250.5" wheelbase**
- **8 Foot Box size bed**
- **3.5L Ti- VCT V6 gasoline engine**
- **Automatic 6 speed transmission with tow haul**
- **White exterior**
- **Grey/tan interior 40/20/40**
- **23 gallon fuel tank**
- **Trailer brake/tow package**

PROPOSAL DEADLINE

The deadline for bid submittal is **Thursday, February 9, 2017 2:00 p.m.** Complete and sign the forms provided and submit with packet. Mark envelopes *Vehicle Bid* by the deadline to:

Bob Cerasuolo, Parks Services Manager
Pleasant Valley Recreation and Park District
bobc@pvrrpd.org
(805) 482-5396 x301
Fax (805) 482-7591
1605 E. Burnley Street
Camarillo, CA 93010

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

For questions contact: **Matt Parker**
(805) 482-5396 x302
mparker@pvrrpd.org

BID FORM

New Vehicle

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicle	1	\$ _____	\$ _____
		Tire Fees	\$ _____
		Sales Tax	\$ _____
		New Vehicle Total	\$ _____

By signing below the Bidder has read Pleasant Valley Recreation and Park District's bid instructions and specifications. Therefore, the undersigned hereby agrees to provide, within the time specified and the price quoted therein and without any additional charges to Pleasant Valley Recreation and Park District.

By: _____ **Title:** _____

Signature: _____ **Date:** _____

Company: _____

Address: _____ **City:** _____ **Zip:** _____

Email: _____ **Phone:** _____

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 4, 2017

**SUBJECT: BOARD MEMBER COMMITTEE ASSIGNMENTS FOR
2017**

RECOMMENDATION

The Board Chairman will present committee assignments for calendar year 2017.

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 and one alternate 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 2017.

ATTACHMENTS

- 1) Board Committee Assignment Sheet (1 page)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2017 BOARD COMMITTEE ASSIGNMENTS**

Standing Committees

Finance: _____, _____ - *Alternate:* _____
Foundation: _____, _____ - *Alternate:* _____
Liaison: _____, _____ - *Alternate:* _____
**Long Range
 Planning:** _____, _____ - *Alternate:* _____
Personnel: _____, _____ - *Alternate:* _____
Policy: _____, _____ - *Alternate:* _____

Ad Hoc Committees

None

Outside Committees

SMMC: _____
VCSDA: _____
CSDA: _____

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 4, 2017

**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.

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 Dixon
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Personnel and Finance
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report