

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
June 6, 2018**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #595

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
 - A. District Highlights
 - B. Senior Volunteer Recognition
- 6. PUBLIC COMMENT** - **In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public.** If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Special Meetings of April 26, May 3 and May 17, 2018 and Regular Meeting of May 2, 2018**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before May 24, 2018.
 - C. Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for April 30, 2018.

D. Consideration and Adoption of Resolution No. 593 For Appropriation Amount Subject to Gann Limitation, FY 2018-2019

Approval will establish for the District an annual appropriation subject to the limitation set forth in Article XIII B of the Constitution of the State of California.

E. Review and Approval of Surplus Supplies and Equipment List

Approval of the list is required prior to the disposition of listed surplus items.

8. PUBLIC HEARING – A Public Hearing on the continuation of the Park Maintenance and Recreation Improvement District Assessment in FY 2018-2019.

A. Consideration and Adoption of Resolution No. 594 Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessment for FY 2018 - 2019 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District

The final step in levying assessments for the upcoming fiscal year is the adoption of a resolution directing Assessment Levies for FY 2018-2019, confirming the diagram, and accepting the Engineer's Report.

Suggested Actions: A MOTION to Adopt Resolution No. 594 accepting the Engineer's Report and ordering the Levy of Assessment at \$40.12.

9. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Preliminary Fiscal Year 2018-2019 Budgets for the General Fund, the Assessment District and Quimby Expenses

The preliminary FY 2018-2019 budgets were presented to the Board for discussion at three budget workshops in April and May.

Suggested Action: A MOTION to Approve the Preliminary FY 2018-2019 Budgets.

B. Introduction of Ordinance No. 9, an Amendment to Section 234 of Ordinance No. 8, Governing the Use of Parks, Recreation Areas and Facilities

Ordinance No. 9 is introduced due to operational changes to the District skate park and subsequent amendment to Section 234 of Ordinance No. 8.

Suggested Actions: The Board review and introduce Ordinance No. 9, amending Section 234 of Ordinance No. 8 by:

1. Requesting a MOTION to read the complete Ordinance No. 9 title – *Ordinance No. 9, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article 2 Section 234 of Ordinance No. 8 (as Amended January 2018) Regulating the Use of the District Skate Park* and to waive further reading;

2. And then Consider a MOTION to Approve the introduction and first reading of the District's *Ordinance No. 9, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article 2 Section 234 of Ordinance No. 8 (as Amended January 2018) Regulating the Use of the District Skate Park*.

C. Consideration and Approval of Bid Award for Parks Maintenance Yard Driveway
Five bids were received for the repair of the driveway at the Parks Maintenance Yard.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into an agreement with Civic Construction Associates to replace the asphalt driveway with a concrete driveway in the amount of \$33,205.

D. Consideration, Selection and Vote for a County Oversight Board Special District Member

LAFCo requires the Board to select and vote for a candidate to serve in the capacity as the Special District Representative on the County Oversight Board.

Suggested Action: A MOTION to Approve selection and vote for a County Oversight Board Independent Special District member.

E. Consideration and Approval of Employment Agreement Between the District and General Manager

The current employment contract of General Manager Mary Otten is set to expire in August 2018.

Suggested Action: A MOTION to Approve the Employment Agreement between the District and Mary Otten to serve as the District's General Manager.

F. Consideration and Approval of Coalition Letter for Opposition of AB 2065 Surplus Land

AB 2065 will place unnecessary limitations on the conveyance of District surplus land or property.

Suggested Action: A MOTION to Approve the opposition letter for Assembly Bill 2065 Surplus Land.

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

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

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

12. 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
Minutes of Special Meeting
April 26, 2018**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 4:00 p.m. by Chairman Malloy.

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

Roll Call

All present.

Also present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Eric Storrie, Park Services Manager Bob Cerasuolo, Customer Service Lead/Recording Board Secretary Karen Roberts, Recreation Supervisors Jane Raab, Macy Andersen and Lanny Binney, Recreation Coordinator Katlyn Simber-Clickener, Administrative Analyst Megan Hamlin, Accounting Specialist Fil Santos, Human Resources Specialist Kathryn Drewry and Bob Aaron.

4. ADOPTION OF AGENDA

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

**Motion to
Approve
Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. OPEN COMMUNICATION/PUBLIC FORUM

Bob Aaron of Camarillo requested to speak after the presentations in Item 6.

6. FY 2018-2019 BUDGET WORKSHOP

A. District Overview

General Manager Mary Otten provided a review of the District departments, Fund categories and the opportunities and challenges for the fiscal year. Discussion included: the method for the tax apportionment calculation, the City's projection, rising costs of the District's unfunded liability, increase in business services due to elections and increased reporting and proposed position changes.

B. Administrative Services Department

Administrative Services Manager Leonore Young presented the Administrative Services Department Budget for FY2018-2019.

The projected 2018-2019 Budget for the Administrative Services Department:

Total Revenue	\$ 48,020
Total Expenditures	\$ 2,438,482

Discussion included: clean audit for FY 2016-17, fiscal sustainability strategies to meet the reserve policy, the need for a 90-day reserve, the IT services contract and Foundation accomplishments.

C. Recreation Services Department

Recreation Services Manager Eric Storrie presented the Recreation Services Department Budget for FY2018-2019.

The projected 2018-2019 Budget for the Recreation Services Department:

Total Revenue	\$ 962,261
Total Expenditures	\$ 1,523,173

Discussion included: additional revenue from softball tournament, charter school (home school) partnerships, sports, aquatics, recreation and senior programs; new marketing division, savings from in-house production and reduction in number of activity guides produced in a year from 4 to 3, and analysis of true costs of new programs.

Bob Aaron stated that the presentation was very comprehensive, but that he would like the District to look at how to provide programs that will involve more of the community.

D. Other Budget Related Items

None.

7. ORAL COMMUNICATIONS

Director Magner acknowledged the work of Megan Hamlin and Kathryn Drewry with the Foundation's fundraiser at Cronie's held on April 24th. The raffle brought in around \$900 and the Foundation is still waiting for the total amount made on the proceeds for the day. Chairman Malloy stated that he and Directors Dixon and Mishler will be visiting the lower Colorado River and Hoover Dam with the Metropolitan Water District tour.

8. ADJOURNMENT

Chairman Malloy adjourned the meeting at 5:23 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
May 2, 2018**

1. CALL TO ORDER

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

Call to Order

2. PLEDGE OF ALLEGIANCE

Director Elaine Magner led the pledge.

3. ROLL CALL

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Eric Storrie, Park Services Manager Bob Cerasuolo, Customer Service Representative and Recording Board Secretary Karen Roberts, Administrative Analyst and Clerk of the Board Anthony Miller, Administrative Analyst Megan Hamlin, Park Supervisors Nick Marienthal and Matthew Parker; Recreation Supervisors Jane Raab, Lanny Binney and Macy Andersen; Recreation Coordinator Katlyn Simber-Clickener, Matthew Lorimer, Kathleen Kelley, and Rich Frank.

Roll Call

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten requested that Item 5.B. *Senior Volunteer Recognition* be pulled from the agenda and brought back at a later date.

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Amended
Agenda**

Carried

5. PRESENTATIONS

A. District Highlights

Recreation Specialist Emily Raab presented the highlights of the District's April/May activities, programs, and special events. The Senior Center held a rummage sale on April 14 and generated \$2,400 in revenue. Excursions are planned in June to the Santa Anita Park horse races and to the Getty Villa. In sports, registration for summer softball and kickball has begun and basketball registration begins May 29. Upcoming special events are National Trails Day on June 2 and our Movies in the Park which will begin July 13 and include live entertainment and food trucks as well. Aquatics has scuba and diving classes along with water safety instructor and lifeguard training. Hikes continue at Camarillo Grove and Mission Oaks Parks and summer class and camp registration opens on May 4 online and May 7 in the office. July is National Park & Recreation Month and

activities are planned for the whole month. In the Parks Department, an inventory of the District's 3,459 trees has been completed. Sixty-eight trees have been removed for liability concerns and over 30 trees have been planted throughout the District. At Charter Oak Park, six trees were removed and six were planted along with the pruning of 21 trees. The District spotlight was on Mission Oaks Park with over 20 acres devoted to softball fields, tennis courts, picnic shelters, a playground and an off-leash dog park. The picnic shelters can accommodate rentals of up to 180 people.

B. Senior Volunteer Recognition

Pulled from the agenda.

C. Eagles Soccer Club

Recreation Supervisor Lanny Binney introduced Kathleen Kelley, president of the Eagles Soccer Club, who presented an annual update. The organization is celebrating its 40th anniversary this year. The Eagles hired a CPA, eliminated other positions within the club and will use the available funds to upgrade the fields at Valle Lindo and also buy a new golf cart. About 35 girls from the Eagles have signed letters of intent with Division 1 schools this year and some girls have gone on to play at the national level. This fall, the Eagles will be offering its first recreational soccer league for 5-7 yr olds for more instruction at this early age. Board questions were directed towards scholarships that offset registration fees for some players, paid trainers, the snack bar as an amenity rather than a money maker, and costs included in tournaments.

6. PUBLIC COMMENT

Chairman Malloy accepted speaker cards from Clerk of the Board Anthony Miller. The first speaker, Matthew Lorimer stated that Camarillo Citizens for Term Limits is looking for signatures from the community and can sign up at farmers market on Saturdays. Mr. Lorimer complimented staff for saving money on the auditorium restrooms by working in house. He stated that like McDonald's who renovated their restrooms in the 90's and saw an increase in sales, the District will see an improvement in our numbers if we advertise the renovation.

7. CONSENT AGENDA

- A. Minutes for Special Board Meeting March 29, 2018 and Regular Board Meeting April 4, 2018 and Special Meeting of April 4, 2018
- B. Warrants, Accounts Payable & Payroll thru April 26, 2018
- C. Financial Report
- D. Lump Sum vs Monthly CalPERS Unfunded Liability Payment

Director Mishler requested that Item 7.A. *Minutes for Special Board Meeting March 29, 2018 and Regular Board Meeting April 4, 2018 and Special Meeting of April 4, 2018* be pulled for discussion.

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

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

Voting was as follows:

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

Carried

Noes:
Absent:
Motion: Carried

Director Mishler stated that the minutes of the Special Meeting of March 29, 2018 should include a sentence that states "City Council and PVRPD agree that the consultants need to work with the Liaison Committee to make sure that all requirements are completed." Board discussion concluded that there was adequate information in the minutes to address the direction Greenplay and the Liaison Committee need to take next and that the minutes should be approved as written.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve Item 7.A. as presented.

**Motion to
Approve
Consent Agenda
Item 7.A.**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Adoption of Resolution No. 591, Declaring for FY 2018-2019 Levy Intent/Hearing/Engineer's Report

Administrative Services Manager Leonore Young presented Resolution No. 591 declaring the District's intention to continue assessments for FY 2018-2019.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to adopt Resolution No. 591, accepting the Engineer's Report and scheduling the public hearing for June 6, 2018.

**Motion to
Adopt Reso 591
Accepting
Engineer Report**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

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

Park Supervisor Nick Marienthal highlighted the background and the need for the tennis court resurfacing and pickleball court conversion at Bob Kildee Park. Trueline Construction & Surfacing was the lowest bidder at \$36,600 and fence repair will cost about \$9,000. Discussion included: timeline to begin May 14 with fence repair first, experience with bidders, and closure of the Bob Kildee Park courts for about 2 weeks for the renovation.

Chairman Malloy called for a motion. A motion was made by Director Dixon and seconded by Director Magner to approve and authorize the General Manager to enter into

agreement with Trueline Construction & Surfacing for the tennis court resurfacing and pickleball court conversion at Bob Kildee Park.

Motion to Approve Trueline for Work at Bob Kildee Courts

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

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

Recreation Services Manager Eric Storrie presented a background on the operations of the skate park. Initially the skate park was run for about 10 years without staff. In 2009 staff was added for safety reasons. After research of similar sites and facilities, staff is now recommending the discontinuation of skate park passes, the refund of recent pass purchases, an unsupervised site open from sunrise to sunset daily and a supervised site on Saturdays from 10 a.m. to 2 p.m. for younger children.

Discussion included: net savings of an approximate \$15,000, concern about the rejection of prior policy, current limited hours of usage and continuous incidents of youth jumping fence during closed hours; need for signage on proposed changes and posted rules, concern of potential liability and how issues will be handled; the consideration of the financial aspects of running all the parks with the skate park serving the users better as an open facility; and the need to shut down the park or go back to supervised hours if issues arise. Staff will need to come back with an amended Ordinance 8 in June or July to reflect language changes.

Director Kelley stated that there was insufficient discussion as to why the District had implemented supervision previously, so he abstained from voting.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to 1) discontinue the sale of skate park passes effective May 3, 2018, 2) refund recent annual skate park pass purchases made from January 1, 2018 to May 2, 2018, 3) refund 50% of pass purchases made from July 1, 2017 to December 31, 2017, 4) keep the current fencing up and 5) stop staffing the park with the exception of Saturdays from 10 a.m. to 2 p.m. for U12 usage.

Motion to Approve Operational Changes at Skate Park

Voting was as follows:

Ayes: Magner, Chairman Malloy, Dixon, Mishler

Noes:

Abstain: Kelley

Absent:

Motion: Carried

Carried

9. INFORMATIONAL ITEMS

A. Chairman Malloy – Chairman Malloy reported that the 50+ Expo was great, that the Bob Kildee Park pavilion is looking good and that the new activity guide is

outstanding. Budget workshops continue on May 3rd and May 17th. He recently attended a Hoover Dam/water tour with Directors Dixon and Mishler.

- B. Ventura County Special District Association/California Special District Association – Director Magner reported no meeting. CSDA – Director Magner stated that she has been re-elected to the CSDA board. On May 21-23, Ms. Magner will be in Sacramento with Director Mishler and General Manager Otten for Legislative Days.
- C. Santa Monica Mountains Conservancy – Director Mishler reported no meeting.
- D. Standing Committees – Finance - Chairman Malloy reported that the District received the second payment from taxes. Liaison - Director Dixon stated that the committee will meet on May 17. Personnel - Director Magner reported the committee will discuss the GM's contract. Policy - The committee is reviewing community service agreements.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that the fundraiser at Cronies Sports Grill made over \$800 on raffle and thanked those who attended. The next fundraiser is at Topper's on May 22 from 3:30 p.m. to 9 p.m. and the 4th Annual Party for the Parks will be on August 25.
- F. General Manager's Report – General Manager Otten thanked staff for the recent 50+ Expo with over 70 vendors and over 300 people in attendance.

10. ORAL COMMUNICATIONS

Director Dixon reported that he attended the Metropolitan Water tour and was amazed at the foresight for those who undertook the original water project. Three pumps initially pumped water out of the Colorado River for the Los Angeles area and now there are 9 pumps which are all functioning. Dr. Dixon stated that in planning the senior center, the District should take into consideration future community needs, plan accordingly and have the courage to go forward. Director Kelley thanked staff and the Board for their intelligence and hard work and stated that he is always learning something and that he is glad to have been a member of the Board for the last 12 years. Director Magner also thanked staff. Director Mishler stated that the 50+ Expo was very well run and that the patio and auditorium restrooms look great. Mr. Mishler stated that on the water inspection trip with Directors Dixon and Malloy, they were able to view the original generators, etc. which are still running from the 1930's. Director Mishler proposed that the Liaison Committee offer a workshop to update the full Board on the direction and next steps that Greenplay and the committee are taking.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting 7:53 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
May 3, 2018**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:00 p.m. by Chairman Malloy.

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

Roll Call

All present.

Also present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Eric Storrie, Park Services Manager Bob Cerasuolo, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Park Supervisors Nick Marienthal and Matt Parker, Recreation Supervisors Jane Raab, Macy Andersen and Lanny Binney; Administrative Analyst Megan Hamlin and Accounting Specialist Fil Santos.

4. ADOPTION OF AGENDA

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

**Motion to
Approve
Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. FY 2018-2019 BUDGET WORKSHOP

A. Park Services Department

Park Services Manager Bob Cerasuolo presented the Park Services Department Budget for FY2018-2019.

The projected 2018-2019 Budget for the Park Services Department:

Total Revenue \$ 400,162

Total Expenditures \$ 3,719,842

Discussion included: 6% increase in water and electric costs, vehicle deterrent fencing at Heritage Park, Valle Lindo Park/school district fencing and increase in personnel expenses due to reallocation from Fund 20 budget.

B. Capital Improvements

Park Services Manager Bob Cerasuolo presented the projected Capital Improvement Project list:

1. Pool Plaster/Fiberglass Resurfacing	\$135,000
2. Pool Slide Metal Support	\$ 40,000
3. Bob Kildee Restroom Roof	\$ 15,000
4. Freedom Restroom/Concession Roof	\$ 18,000
5. Charter Oaks Tree Windrow	\$ 10,000
6. Pleasant Valley Fields Painting (1)	\$ 15,000
7. Community Center Ext. Restrooms	\$ 40,000
8. Bob Kildee Irrigation Pump	\$ 10,000
9. Meter Enclosures - Encanto, Foothill and Adolfo Parks	\$ 24,000
TOTAL	\$307,000

Discussion included: in-progress projects which include Freedom Park baseball field design plans, Springville Dog Park retaining wall, Park Shop driveway, and tennis /pickleball court conversion at Bob Kildee Park; benches at Charter Oaks Park, repair or replacement of Valle Lindo Park restrooms, exploring options for additional pavilion sites at existing parks and the use of Quimby fees.

C. Fund 20 – Assessment District

Administrative Services Manager Leonore Young presented the Assessment District Budget for FY2018-2019.

The projected 2018-2019 Budget for the Assessment District:

Total Revenue	\$ 1,104,745 (\$1,108,778 SCI projection)
Total Expenditures	\$ 1,104,443

Discussion included: summary of assessment reported from the SCI Engineer's Report, tree inventory of 3459 trees, grid pruning and the replacement of water fountains, barbeques and benches.

D. Fund 30 – Quimby Funds

General Manager Mary Otten reviewed the qualifications for using Quimby fees. Discussion included: city verbiage regarding "specified radius" or zone of influence, history of no radius restrictions in past developer documents, city limits as a qualifier, a balance of \$425,821.26 in restricted funds which will sunset on July 31, 2019; and proposed Quimby Funds projects which include Valle Lindo Park restrooms/pavilion, Nancy Bush and Quito Park playgrounds and additional Freedom Park baseball fields.

E. Other Budget Related Items

Chairman Malloy requested that the cost of the additional Freedom Park baseball fields plan needs to be obtained from the architect for inclusion in the budget.

7. ORAL COMMUNICATIONS

None.

8. ADJOURNMENT

Chairman Malloy adjourned the meeting at 6:54 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
May 17, 2018**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:03 p.m. by Chairman Malloy.

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

Roll Call

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

Absent:

Also present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Eric Storrie, Park Services Manager Bob Cerasuolo, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Lead and Recording Board Secretary Karen Roberts, Recreation Supervisors Jane Raab and Macy Andersen, Human Resources Specialist Kathryn Drewry, Administrative Analyst Megan Hamlin and Accounting Specialist Fil Santos.

4. ADOPTION OF AGENDA

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

**Motion to
Approve
Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. FY 2018-2019 BUDGET WORKSHOP

General Manager Mary Otten reviewed the Board recommendations on revenues and expenditures for fiscal year 2018-19. Recommendations covered were possible revenue increase due to additional park pavilions at established parks and the options for increased property tax apportionments. Discussion included: new or enhanced pavilions at Dos Caminos, Nancy Bush, Pitts Ranch, Arneill Ranch, and Mel Vincent Parks; a feasibility study of Mel Vincent Park for the addition of a restroom; portable classrooms, water usage at the parks, the City's budget which is based on a 3% property tax apportionment increase this year, the District's conservative budgeting, the pace of growth in Camarillo and the Board's recommendation of a 2.75% tax increase. Director Mishler recommended a 2.25% increase. Also presented were the Quimby Funds slated projects: 1) Valle Lindo Park restrooms/pavilion, 2) Nancy Bush Park playground, 3) Quito Park playground and 4) Freedom Park baseball fields. Discussion included: the importance of a rotational schedule for playground equipment replacement, low priority of Quito Park playground due to lower usage, need to update cost estimate for Freedom

Park ball fields when information is received, and the assessment of grant applications around November/December for playground equipment replacement.

The Board reconvened to a closed session at 6:36 p.m.

7. CLOSED SESSION

A. Conference with Labor Negotiator – The Board conducted a closed session pursuant to Govt. Code Section 54957.6, with the Human Resources Specialist, the District’s negotiator, regarding labor negotiations with an unrepresented employee, the General Manager.

B. Conference with Labor Negotiators – The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District’s negotiators – Mary Otten, Kathryn Drewry, Eric Storrie and Leonore Young regarding labor negotiations with the employee organization, SEIU Local 721.

8. RECONVENE INTO OPEN SESSION [Govt. Code Section 54957.7]

Disclosure of actions taken in closed session, as applicable.
[Govt. Code Section 54957.1]

9. REPORT ANY ACTION TAKEN IN CLOSED SESSION

No action.

10. ORAL COMMUNICATIONS

None.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:45 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

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

TO: BOARD OF DIRECTORS

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

DATE: June 6, 2018

SUBJECT: FINANCE REPORT APRIL 2018

RECOMMENDATION

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

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH APRIL 30, 2018

The District's Statements of Revenues and Expenditures for the period of July 1, 2017 through April 30, 2018 with a year-to-date comparison for the period of July 1, 2016 through April 30, 2017 are attached. The percentage rate used for the 2017-2018 fiscal year budget is 83% for Period 10 of the fiscal year.

REVENUES

Total revenue for the 10th month ending April 30, 2018 for Fund 10 (General Fund) has an overall increase of \$402,977 in comparison to fiscal year 2016-2017. Most of the increase is due to the same items as last month: 1) Current Year Secured (\$246,202), 2) ROPS Reimbursement (\$129,327), and 3) Rental (\$39,459) having an increase over the same period as last year. These variances are due to Secured Tax Apportionment which is up by 4.45%, ROPS from California State University Channel Islands (CSUCI) and Rental income which has increased by 13% over the same period as last year.

Total revenue for the 10th month ending April 30, 2018 for Fund 20 (Assessment District) is at 97.6% of budget, with the second of two tax assessment payments being received the end of April. The District should expect to receive a few more payments between now and the end of the fiscal year. The District budgets for a 1.25% non-collection rate which equates to \$13,404. Taking the non-collection rate into play, the Assessment District is \$12,477 below the budgeted tax assessment.

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

activity Fund 30 has for April 2018 is Interest Earnings of \$8,050 with a total of \$44,439 in interest earnings for the fiscal year.

EXPENDITURES

Personnel Expenditures have increased by \$200,814 for FY 2017-2018 in comparison to personnel expenses for the same time last year. Most of the increase is due to: 1) CalPERS Unfunded Liability (\$93,809), 2) Part-Time Salaries (\$73,033) and 3) Worker Compensation (\$20,249). The variances in CalPERS Unfunded Liability are due to the District paying the unfunded liability in full in fiscal year 2017-2018, part-time salaries increasing due to positions being filled, and Workers Compensation which has increased due to positions being filled and Workers Compensation rates increasing.

Service and Supply Expenditures have increased \$126,680 in comparison to the same period last year. This increase in expenditure is primarily due to the following items: 1) Water (\$112,093) and 2) Electrical (\$26,427). There is a line item in fiscal year 2016-2017, item #6970 COI COP's, that does not show an expense in fiscal year 2017-2018. This is the Cost of Issuance which was \$281,273 for the refunding of the 2017 COP. This expense occurred in April 2017, therefore it has lowered the District's expense variance when comparing the fiscal year expenses. The Board will see this consistency in May and June as well.

Fund 20 is at 60.5% in Personnel and 76.1% in Service and Supplies. The Assessment District is staying within budget in all categories.

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

The Capital projects are at 72.7% of budget on capital improvement projects.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 8.9% and Fund 20 by 8.5%.

RECOMMENDATION

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

ATTACHMENTS

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

Statement Of Revenues and Expenditures
Fund 10 General Fund
April 2018- 83%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Abort Cur Year Secure	5110	\$ 2,590,749.27	\$ 5,619,168.40	\$ 5,865,370.23	\$ 6,126,646.00	\$ 261,275.77	95.74%
Tax Abort Cur Year Unsec	5120	\$ -	\$ 132,002.25	\$ 104,473.45	\$ -	\$ 104,473.45	0.00%
Tax Abort Prior Year Sec	5130	\$ -	\$ 61,143.80	\$ 37,380.77	\$ -	\$ 37,380.77	0.00%
Tax Abort Prior Year Unsec	5140	\$ -	\$ 5,910.95	\$ 4,556.00	\$ -	\$ 4,556.00	0.00%
Tax Deeded Sales	5150	\$ -	\$ -	\$ 45.52	\$ -	\$ 45.52	0.00%
Cur Supplemental Pass Thru	5210	\$ -	\$ 30,110.70	\$ 61,419.51	\$ -	\$ 61,419.51	0.00%
HOPTR	5230	\$ -	\$ 23,043.62	\$ 23,304.76	\$ -	\$ 23,304.76	0.00%
HOPTR Prior Year	5231	\$ -	\$ -	\$ 15,982.52	\$ -	\$ 15,982.52	0.00%
Supplemental Assessment Ro	5240	\$ -	\$ 200.83	\$ 140.99	\$ -	\$ 140.99	0.00%
Interest Earnings	5310	\$ 969.57	\$ 20,653.61	\$ 9,777.11	\$ 18,690.00	\$ 8,912.89	52.31%
MBS Interest Earnings	5320	\$ -	\$ 17,587.87	\$ 533.67	\$ -	\$ 533.67	0.00%
Dividends CAPRI Prior Years	5460	\$ 9,711.62	\$ 10,594.50	\$ 9,711.62	\$ -	\$ 9,711.62	0.00%
Park Patrol Citations	5506	\$ 84.76	\$ 3,077.72	\$ 2,612.78	\$ 3,025.00	\$ 412.22	86.37%
Contract Classes Public Fees	5510	\$ 18,785.88	\$ 439,328.01	\$ 200,956.56	\$ 235,111.00	\$ 34,154.44	85.47%
Public Fees	5511	\$ 27,947.05	\$ -	\$ 241,911.51	\$ 403,610.00	\$ 161,698.49	59.94%
Swim Passes	5513-5525	\$ 5,475.83	\$ 44,944.55	\$ 46,538.58	\$ 65,445.00	\$ 18,906.42	71.11%
Rental	5530	\$ 39,837.28	\$ 304,024.67	\$ 343,483.82	\$ 347,727.00	\$ 4,243.18	98.78%
Cell Tower Revenue	5535	\$ 4,458.90	\$ 61,714.53	\$ 70,344.97	\$ 82,272.00	\$ 11,927.03	85.50%
Annual Passes	5536	\$ 607.55	\$ 2,027.30	\$ 6,111.80	\$ -	\$ 6,111.80	0.00%
Parkino Fees	5540	\$ 3,741.23	\$ 14,242.21	\$ 16,054.63	\$ 12,024.00	\$ 4,030.63	133.52%
Indemnity Revenue	5545	\$ 10,570.75	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	0.00%
Dues	5550	\$ 309.00	\$ 1,255.00	\$ 1,817.00	\$ 2,208.00	\$ 391.00	82.29%
Activity Guide Revenue	5555	\$ 690.00	\$ 10,790.00	\$ 10,624.50	\$ 8,800.00	\$ 1,824.50	120.73%
Staffing Cost Recovery	5563	\$ 2,925.00	\$ -	\$ 3,543.00	\$ -	\$ 3,543.00	0.00%
Social Event Permits	5564	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00	0.00%
Gain/(Loss) LAIF Investment	5565	\$ -	\$ 1,703.98	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ 2,052.50	\$ 95,599.88	\$ 85,370.45	\$ 80,620.00	\$ 4,750.45	105.89%
Grant HCF	5573	\$ 2.00	\$ 28,223.15	\$ 2.00	\$ -	\$ 2.00	0.00%
Other/Purchase Discount Tak	5575	\$ 8,473.20	\$ 59,613.80	\$ 56,189.76	\$ 53,133.00	\$ 3,056.76	105.75%
Cash Over/Under	5580	\$ 5.00	\$ 45.00	\$ 85.00	\$ -	\$ 85.00	0.00%
Incentive Income	5585	\$ 18.40	\$ 1,657.28	\$ 7,471.10	\$ 3,340.00	\$ 4,131.10	223.69%
Reimbursement ROPS	5600	\$ -	\$ 165,408.89	\$ 294,735.81	\$ 290,000.00	\$ 4,735.81	101.63%
Reimb Needs Assessment	5605	\$ 2,769.00	\$ -	\$ 35,200.00	\$ -	\$ 35,200.00	0.00%
Revenue		\$ 2,730,183.79	\$ 7,154,072.50	\$ 7,557,049.42	\$ 7,732,651.00	\$ 828,241.30	97.73%
YTD Comparison				\$ 402,976.92			

Expense							
Full Time Salaries	6100	\$ 162,841.25	\$ 1,679,801.62	\$ 1,665,586.14	\$ 2,244,711.00	\$ 579,124.86	74.20%
Overtime Salaries	6101	\$ 1,637.83	\$ 9,756.86	\$ 15,405.53	\$ 32,225.00	\$ 16,819.47	47.81%
Car Allowance	6105	\$ 462.66	\$ 6,655.58	\$ 7,818.73	\$ 10,800.00	\$ 2,981.27	72.40%
Cell Phone Allowance	6108	\$ 1,046.94	\$ 11,011.47	\$ 11,796.82	\$ 17,550.00	\$ 5,753.18	67.22%
PartTime Salaries	6110	\$ 44,687.64	\$ 397,480.15	\$ 470,512.64	\$ 707,997.00	\$ 237,484.36	66.46%
Retirement	6120	\$ 28,368.81	\$ 274,180.35	\$ 276,947.33	\$ 400,037.00	\$ 123,089.67	69.23%
457 Pension	6121	\$ 135.22	\$ 7,176.84	\$ 7,176.84	\$ 7,945.00	\$ 768.16	90.33%
Employee Insurance	6130	\$ 22,597.19	\$ 182,232.13	\$ 177,892.91	\$ 309,067.00	\$ 131,174.09	57.56%
Workers Compensation	6140	\$ 11,628.65	\$ 95,431.96	\$ 115,680.97	\$ 145,957.00	\$ 30,276.03	79.26%
Unemployment Insurance	6150	\$ -	\$ 3,348.33	\$ -	\$ 9,000.00	\$ 9,000.00	0.00%
Loan Pension Obligation	6160	\$ 19,836.92	\$ 173,106.00	\$ 198,369.17	\$ 238,043.00	\$ 39,673.83	83.33%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 151,385.94	\$ 245,195.00	\$ 245,195.00	\$ -	100.00%
Personnel		\$ 293,243.11	\$ 2,991,567.23	\$ 3,192,382.08	\$ 4,373,527.00	\$ 1,181,144.92	72.99%
YTD Comparison				\$ 200,814.85			

Service and Supplies							
Telephone	6210	\$ 1,652.67	\$ 9,636.50	\$ 9,305.55	\$ 11,556.00	\$ 2,250.45	80.53%
Internet Services	6220	\$ 1,100.00	\$ 20,721.13	\$ 19,170.61	\$ 33,882.00	\$ 14,711.39	56.58%
Pool Chemicals	6310	\$ 621.42	\$ 10,974.44	\$ 4,684.94	\$ 12,000.00	\$ 7,315.06	39.04%
Janitorial Supplies	6320	\$ 1,300.94	\$ 38,297.45	\$ 38,955.03	\$ 48,325.00	\$ 9,369.97	80.61%
Kitchen Supplies	6330	\$ -	\$ 454.25	\$ 420.97	\$ 1,510.00	\$ 1,089.03	27.88%
Food Supplies	6340	\$ 126.29	\$ 4,130.73	\$ 3,257.61	\$ 7,811.00	\$ 4,553.39	41.71%
Water Maint & Service	6350	\$ 168.35	\$ 983.25	\$ 685.05	\$ 1,380.00	\$ 694.95	49.64%
Laundry/Wash Service	6360	\$ -	\$ -	\$ 40.00	\$ 680.00	\$ 640.00	5.88%
Insurance Liability	6410	\$ -	\$ 87,921.00	\$ 97,158.00	\$ 100,434.00	\$ 3,276.00	96.74%
Fuel	6510	\$ 3,683.82	\$ 26,602.00	\$ 28,689.13	\$ 41,000.00	\$ 12,310.87	69.97%
Vehicle Maintenance	6520	\$ 3,146.61	\$ 25,966.74	\$ 27,300.67	\$ 34,200.00	\$ 6,899.33	79.83%
Office Equipment Maintenan	6530	\$ -	\$ 160.59	\$ 400.00	\$ 900.00	\$ 500.00	44.44%
Computer Equip Maintenance	6540	\$ -	\$ 1,066.18	\$ 1,625.06	\$ 2,800.00	\$ 1,174.94	58.04%
Building Maintenance	6600	\$ -	\$ 66.98	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 7,794.49	\$ 73,000.84	\$ 43,281.65	\$ 78,315.00	\$ 35,033.35	55.27%
Bldo Equip Maint/Repair	6620	\$ 1,500.00	\$ 13,410.17	\$ 24,416.27	\$ 35,700.00	\$ 11,283.73	68.39%
Improvements/Maintenance	6630	\$ -	\$ 16,794.05	\$ 27,984.90	\$ 40,200.00	\$ 12,215.10	69.61%
Incidental Costs Assess	6709	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	0.00%
Grounds Maintenance	6710	\$ 2,657.44	\$ 71,215.73	\$ 55,196.71	\$ 88,980.00	\$ 33,783.29	62.03%
Tree Care Assess	6719	\$ -	\$ -	\$ 225.00	\$ 11,000.00	\$ 10,775.00	2.05%
Contracted LS Services	6720	\$ -	\$ 1,440.00	\$ 650.94	\$ -	\$ 650.94	0.00%
Park Amenities Assess	6722	\$ -	\$ -	\$ 974.87	\$ -	\$ 974.87	0.00%
Park Signage (Brandin)	6725	\$ 5,215.50	\$ 5,866.64	\$ 5,519.50	\$ 24,000.00	\$ 18,480.50	23.00%
Contracted Pest Control	6730	\$ -	\$ 1,090.00	\$ 675.00	\$ 2,000.00	\$ 1,325.00	33.75%

Statement Of Revenues and Expenditures
Fund 10 General Fund
April 2018- 83%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Rubbish & Refuse	6740	\$ 7,162.94	\$ 42,804.27	\$ 55,138.70	\$ 56,800.00	\$ 1,661.30	97.08%
Vandalism/Theft	6750	\$ -	\$ 101.80	\$ 453.77	\$ 2,000.00	\$ 1,546.23	22.69%
Memberships	6810	\$ 150.00	\$ 13,395.93	\$ 12,433.18	\$ 14,310.00	\$ 1,876.82	86.88%
Office Expense	6900	\$ -	\$ -	\$ 14.99	\$ 100.00	\$ 85.01	14.99%
Office Supplies	6910	\$ 930.64	\$ 16,233.69	\$ 16,623.15	\$ 23,314.00	\$ 6,690.85	71.30%
Postage Expense	6920	\$ 5,544.51	\$ 17,937.99	\$ 23,172.99	\$ 27,100.00	\$ 3,927.01	85.51%
Advertising Expense	6930	\$ 1,249.96	\$ 10,461.92	\$ 8,428.56	\$ 15,592.00	\$ 7,163.44	54.06%
Printing Charges	6940	\$ 1,122.97	\$ 9,118.05	\$ 8,977.35	\$ 19,543.00	\$ 10,565.65	45.94%
Bank & ActiveNet Charges	6950	\$ 5,200.06	\$ 39,869.11	\$ 41,370.29	\$ 45,990.00	\$ 4,619.71	89.95%
Approv Redev/Collection Fee:	6960	\$ 187,031.41	\$ 325,906.93	\$ 374,062.83	\$ 374,070.00	\$ 7.17	100.00%
COI COP's	6970	\$ -	\$ 281,273.19	\$ -	\$ -	\$ -	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 1,852.29	\$ 1,033.76	\$ 1,683.00	\$ 649.24	61.42%
Comp Hardware/Software Exp	6990	\$ 991.84	\$ 8,208.23	\$ 7,352.47	\$ 13,564.00	\$ 6,211.53	54.21%
Fingerprint Fees (HR)	7010	\$ 178.00	\$ 863.00	\$ 1,001.00	\$ 2,440.00	\$ 1,439.00	41.02%
Fire & Safety Inso Fees	7020	\$ -	\$ 956.05	\$ 1,990.10	\$ 3,140.00	\$ 1,149.90	63.38%
Permit & Licensina Fees	7030	\$ -	\$ 2,721.34	\$ 6,276.29	\$ 4,400.00	\$ 1,876.29	142.64%
State License Fee	7040	\$ -	\$ -	\$ 341.25	\$ -	\$ 341.25	0.00%
Professional Services	7100	\$ -	\$ 400.00	\$ 400.00	\$ 500.00	\$ 100.00	80.00%
Legal Services	7110	\$ 1,481.00	\$ 25,183.35	\$ 36,915.87	\$ 69,150.00	\$ 32,234.13	53.39%
Typeset and Print Services	7115	\$ 9,624.06	\$ 43,022.34	\$ 36,119.83	\$ 50,147.00	\$ 14,027.17	72.03%
Instructor Services	7120	\$ 12,816.95	\$ 135,603.03	\$ 135,160.32	\$ 169,925.00	\$ 34,764.68	79.54%
PERS Admin Fees	7125	\$ -	\$ 1,124.08	\$ 1,145.23	\$ 1,550.00	\$ 404.77	73.89%
Audit Services	7130	\$ -	\$ 12,240.00	\$ 8,800.00	\$ 22,260.00	\$ 13,460.00	39.53%
Medical & Health Svcs (HR)	7140	\$ 335.00	\$ 1,225.00	\$ 1,810.00	\$ 5,500.00	\$ 3,690.00	32.91%
Security Services	7150	\$ 444.60	\$ 4,546.02	\$ 6,173.19	\$ 3,600.00	\$ 2,573.19	171.48%
Entertainment Services	7160	\$ 425.00	\$ 1,686.09	\$ 1,337.53	\$ 3,450.00	\$ 2,112.47	38.77%
Business Services	7180	\$ 251.82	\$ 39,611.19	\$ 57,132.60	\$ 63,175.00	\$ 6,042.40	90.44%
Umoire/Referee Services	7190	\$ -	\$ 1,420.00	\$ 860.00	\$ 1,640.00	\$ 780.00	52.44%
Subscriptions	7210	\$ 233.52	\$ 1,662.98	\$ 1,778.92	\$ 4,322.00	\$ 2,543.08	41.16%
Rents and Leases	7300	\$ -	\$ -	\$ 2,413.28	\$ -	\$ 2,413.28	0.00%
Rents & Leases Equip	7310	\$ 598.01	\$ 14,990.54	\$ 14,728.95	\$ 25,110.00	\$ 10,381.05	58.66%
Blld/Field Leases & Rental	7320	\$ 7,344.00	\$ 8,796.00	\$ 7,359.00	\$ 11,466.00	\$ 4,107.00	64.18%
Event Supplies	7410	\$ -	\$ 1,553.68	\$ 868.68	\$ 2,310.00	\$ 1,441.32	37.61%
Supplies	7420	\$ 16.09	\$ 3,581.39	\$ 4,502.55	\$ 7,175.00	\$ 2,672.45	62.75%
Binco Supplies	7430	\$ 773.27	\$ 6,317.06	\$ 6,425.22	\$ 7,500.00	\$ 1,074.78	85.67%
Sporting Goods	7440	\$ -	\$ 7,158.96	\$ 5,643.31	\$ 8,085.00	\$ 2,441.69	69.80%
Arts and Craft Supplies	7450	\$ 219.00	\$ 2,001.53	\$ 1,970.30	\$ 4,820.00	\$ 2,849.70	40.88%
Training Supplies	7460	\$ 240.53	\$ 903.77	\$ 908.53	\$ 3,095.00	\$ 2,186.47	29.35%
Camp Supplies	7470	\$ -	\$ 1,523.21	\$ 318.50	\$ 1,080.00	\$ 761.50	29.49%
Small Tools	7500	\$ -	\$ 5,494.95	\$ 5,783.93	\$ 6,400.00	\$ 616.07	90.37%
Safety Supplies	7510	\$ 78.87	\$ 3,370.04	\$ 2,107.41	\$ 7,289.00	\$ 5,181.59	28.91%
Uniform Allowance	7610	\$ 69.34	\$ 9,189.36	\$ 6,853.24	\$ 12,426.00	\$ 5,572.76	55.15%
Safety Clothing	7620	\$ 11.90	\$ 2,391.04	\$ 1,656.17	\$ 3,150.00	\$ 1,493.83	52.58%
Conference&Seminar Staff	7710	\$ 4,532.43	\$ 4,189.55	\$ 16,182.83	\$ 20,745.00	\$ 4,562.17	78.01%
Conference&Seminar Board	7715	\$ 177.97	\$ 1,262.47	\$ 912.97	\$ 2,240.00	\$ 1,327.03	40.76%
Conference&Seminar Travel I	7720	\$ 2,079.19	\$ 3,628.05	\$ 3,583.82	\$ 13,573.00	\$ 9,989.18	26.40%
Out of Town Travel Board	7725	\$ -	\$ 937.75	\$ 1,386.59	\$ 6,615.00	\$ 5,228.41	20.96%
Private Vehicle Mileage	7730	\$ 191.70	\$ 2,449.54	\$ 2,116.08	\$ 4,190.00	\$ 2,073.92	50.50%
Transportation Charges	7740	\$ -	\$ -	\$ 228.01	\$ 750.00	\$ 521.99	30.40%
Buses/Excursions	7750	\$ 972.00	\$ 6,955.85	\$ 15,630.02	\$ 22,870.00	\$ 7,239.98	68.34%
Utilities Gas	7810	\$ 5,603.95	\$ 18,893.07	\$ 20,371.71	\$ 26,431.00	\$ 6,059.29	77.08%
Utilities Water	7820	\$ 25,153.27	\$ 431,957.14	\$ 544,050.19	\$ 757,800.00	\$ 213,749.81	71.79%
Utilities Electric	7830	\$ 15,109.32	\$ 135,564.94	\$ 161,991.77	\$ 226,374.00	\$ 64,382.23	71.56%
Airport Assessment Exp	7840	\$ -	\$ -	\$ 2,843.00	\$ -	\$ 2,843.00	0.00%
Awards and Certificates	7910	\$ 624.45	\$ 11,767.01	\$ 9,060.86	\$ 16,490.00	\$ 7,429.14	54.95%
Meals for Staff Training	7920	\$ 214.71	\$ 905.98	\$ 1,524.61	\$ 2,710.00	\$ 1,185.39	56.26%
Employee Morale	7930	\$ -	\$ 1,383.59	\$ 595.67	\$ 9,974.00	\$ 9,378.33	5.97%
COP Debt PV Fields	7950	\$ 20,534.08	\$ 27,539.95	\$ 205,340.83	\$ 246,409.00	\$ 41,068.17	83.33%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ -	\$ 8,333.33	\$ 10,000.00	\$ 1,666.67	83.33%
Reserve Computer Fleet	7971	\$ 416.67	\$ -	\$ 4,166.67	\$ 5,000.00	\$ 833.33	83.33%
Reserve Designated Project	7972	\$ 1,666.67	\$ 25,000.00	\$ 16,666.67	\$ 20,000.00	\$ 3,333.33	83.33%
Reserve Drv Period	7973	\$ 7,500.00	\$ 75,833.00	\$ 75,000.00	\$ 90,000.00	\$ 15,000.00	83.33%
Services and Supplies		\$ 359,102.56	\$ 2,264,765.96	\$ 2,391,446.33	\$ 3,158,015.00	\$ 795,914.31	75.73%
YTD Comparison				\$ 126,680.37			

Capital

Capital	8400	\$ -	\$ -	\$ 610.96	\$ -	\$ 610.96	0.00%
HCF Grant Trails	8403	\$ -	\$ 304.00	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ -	\$ 11,934.01	\$ -	\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -	0.00%
Playground Equipment	8410	\$ -	\$ 190,437.74	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ 23,597.32	\$ 33,358.52	\$ -	\$ 33,358.52	0.00%
Telephone System	8421	\$ -	\$ 9,981.26	\$ -	\$ -	\$ -	0.00%
Needs Assessment	8422	\$ 3,096.00	\$ 87.38	\$ 87,651.39	\$ 68,790.00	\$ 18,861.39	127.42%
Bob Kildee Parking Lot	8423	\$ -	\$ 236.44	\$ 166,295.00	\$ 150,000.00	\$ 16,295.00	110.86%
PV Fields Parking Lot	8424	\$ 14,624.00	\$ 14,361.00	\$ 14,624.00	\$ 15,000.00	\$ 376.00	97.49%
Hardwalls GM/HR Offices	8425	\$ -	\$ -	\$ 15,528.45	\$ -	\$ 15,528.45	0.00%
Charter Oak Windrow	8426	\$ -	\$ 6,000.00	\$ 11,025.00	\$ 10,000.00	\$ 1,025.00	110.25%
Bob Kildee PournPlay	8429	\$ -	\$ -	\$ 17,600.00	\$ 25,000.00	\$ 7,400.00	70.40%

Statement Of Revenues and Expenditures
Fund 10 General Fund
April 2018- 83%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
CamGr Doo ParkArtificial Turf	8430	\$ -	\$ -	\$ 19,312.93	\$ 20,000.00	\$ 687.07	96.56%
Shoo DriveWav	8431	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00	0.00%
Freedom Pk Baseball Flds De:	8432	\$ 13,346.08	\$ -	\$ 13,346.08	\$ 10,000.00	\$ 3,346.08	133.46%
Aquatics Tankless Wtr Heater	8433	\$ -	\$ -	\$ 21,514.22	\$ 37,000.00	\$ 15,485.78	58.15%
Auditorium Patlo	8434	\$ -	\$ -	\$ 12,393.08	\$ 12,000.00	\$ 393.08	103.28%
Auditorium Restroom Remodi	8435	\$ 13,441.39	\$ -	\$ 20,420.61	\$ 65,000.00	\$ 44,579.39	31.42%
Sprinaville Doo Park Wall	8436	\$ -	\$ -	\$ -	\$ 81,000.00	\$ 81,000.00	0.00%
Bob Kildee Pavillon Replacem	8437	\$ -	\$ -	\$ -	\$ 38,000.00	\$ 38,000.00	0.00%
Mission Oaks Roof	8438	\$ -	\$ -	\$ 17,866.00	\$ 30,000.00	\$ 12,134.00	59.55%
Auditorium Ductina/Replacem	8439	\$ 22,275.00	\$ -	\$ 22,275.00	\$ 30,000.00	\$ 7,725.00	74.25%
Office Deslan/Carpet/Server	8440	\$ -	\$ -	\$ 27,913.41	\$ 53,000.00	\$ 25,086.59	52.67%
Admin Blda Roofs #6.#7.Adn	8441	\$ -	\$ -	\$ 133,091.00	\$ 125,000.00	\$ 8,091.00	106.47%
Park Sian Project	8442	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Pickle Ball CtsPaint/Repair	8443	\$ -	\$ -	\$ -	\$ 68,400.00	\$ 68,400.00	0.00%
Capital		\$ 66,782.47	\$ 270,439.15	\$ 634,825.65	\$ 873,190.00	\$ 433,383.31	72.70%
YTD Comparison				\$ 364,386.50			

Total Expenses W/Out Capital	\$ 652,345.67	\$ 5,256,333.19	\$ 5,583,828.41	\$ 7,531,542.00	\$ 1,977,059.23	74.14%
YTD Comparison			\$ 327,495.22			

Statement of Revenues and Expenditures
Fund 20 Assessment District
April 2018- 83%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 63.71	\$ 258.95	\$ 928.32	\$ 389.00	\$ 539.32	238.64%
Assessment Revenue	5500	\$ 438,697.53	\$ 1,011,474.85	\$ 1,046,419.58	\$ 1,072,301.00	\$ 25,881.42	97.59%
Revenue		\$ 438,761.24	\$ 1,011,733.80	\$ 1,047,347.90	\$ 1,072,690.00	\$ 26,420.74	97.64%
YTD Comparison				\$ 35,614.10			
Expense							
Full Time Salaries	6100	\$ 1,422.58	\$ 72,905.70	\$ 51,030.48	\$ 82,212.00	\$ 31,181.52	62.07%
Car Allowance	6105		\$ 2,098.96		\$ -		0.00%
Cell Phone Allowance	6108		\$ 728.22		\$ -		0.00%
Retirement	6120	\$ 265.25	\$ 13,039.46	\$ 8,829.70	\$ 14,563.00	\$ 5,733.30	60.63%
Employee Insurance	6130	\$ 374.95	\$ 10,746.89	\$ 7,787.74	\$ 14,910.00	\$ 7,122.26	52.23%
Workers Compensation	6140	\$ 172.50	\$ 6,859.06	\$ 5,150.19	\$ 8,695.00	\$ 3,544.81	59.23%
Personnel		\$ 2,235.28	\$ 106,378.29	\$ 72,798.11	\$ 120,380.00	\$ 47,581.89	60.47%
YTD Comparison				\$ (33,580.18)			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 15,610.13	\$ 15,426.15	\$ 29,204.00	\$ 13,777.85	52.82%
Tree Care - Assess	6719	\$ -	\$ -	\$ 35,985.50	\$ 40,000.00	\$ 4,014.50	89.96%
Contracted LS Services	6720	\$ 39,463.83	\$ 280,021.86	\$ 313,430.93	\$ 440,736.00	\$ 127,305.07	71.12%
Playgrnd Replacmnt - Assess	6721	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Park Amenities - Assess	6722	\$ 4,603.19	\$ -	\$ 31,510.50	\$ 40,000.00	\$ 8,489.50	78.78%
Bank & ActiveNet Charges	6950	\$ -	\$ 104.00	\$ 24.00	\$ 60.00	\$ 36.00	40.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 2,516.64	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	0.00%
COP Debt - PV Fields	7950	\$ 32,738.25	\$ 400,212.12	\$ 327,382.50	\$ 392,859.00	\$ 65,476.50	0.00%
Services and Supplies		\$ 76,805.27	\$ 703,464.75	\$ 723,759.58	\$ 950,359.00	\$ 226,599.42	76.16%
YTD Comparison				\$ 20,294.83			
Total Expenses		\$ 79,040.55	\$ 809,843.04	\$ 796,557.69	\$ 1,070,739.00	\$ 274,181.31	74.39%
YTD Comparison				\$ (13,285.35)			

Statement of Revenues and Expenditures
Fund 30- Park dedication Fee (Quimby Funds)
April 2018- 83%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earninas	5310	\$ 8,049.51	\$ -	\$ 30,219.02	\$ -	\$ 30,219.02	0.00%
MBS Interest Earninas	5320	\$ -	\$ -	\$ 14,219.95	\$ -	\$ 14,219.95	0.00%
Park Dedication Fees	5400	\$ -	\$ 3,123,562.00	\$ -	\$ -	\$ -	0.00%
Revenue		\$ 8,049.51	\$ 3,123,562.00	\$ 44,438.97	\$ -	\$ 44,438.97	0.00%
YTD Comparison				\$ (3,079,123.03)			
Expense							
Bank & ActiveNet Charges	6950	\$ -	\$ -	\$ 30.00	\$ -	\$ (30.00)	0.00%
Expense		\$ -	\$ -	\$ 30.00	\$ -	\$ (30.00)	0.00%

Date Received	Amount	Developer	Amount Used or Earmarked	Balance	Sunset Date
7/31/2014	\$ 615,709	AMLI	\$ 189,887.74	\$ 425,821.26	7/31/2019
1/31/2015	\$ 2,250,489	Comstock	\$ -	\$ 2,250,489.00	1/31/2020
8/8/2016	\$ 2,649,209	Elacora Mission Oaks	\$ -	\$ 2,649,209.00	8/8/2021
8/10/2016	\$ 474,353	KB Homes	\$ -	\$ 474,353.00	8/10/2021
			\$ -		
Total	\$ 5,989,760			\$ 5,824,872.76	

**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: June 6, 2018

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 593 FOR APPROPRIATION AMOUNT SUBJECT
TO GANN LIMITATION, FY 2018-2019**

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 593 setting the FY 2018-2019 appropriation amount subject to the Gann limits.

BACKGROUND

Article XIII B of the California Constitution specifies that appropriations made by governmental entities may increase annually by the change in population and the change in the California per capita personal income.

While the percent change in California per capita personal income used in setting the 2018-2019 appropriations limit is a statewide figure, the District population increase, is the percent change in population for the City of Camarillo. The City population and California per capita personal income changes are provided by the State Department of Finance.

In calculating the appropriation amount subject to limitation, fiscal year 1978-1979 was designated as the base year in the amount of \$1,769,843 with adjustments to be made in subsequent years according to the criteria as referenced above. Staff has computed the limitation amount of \$11,122,741 for fiscal year 2018-2019 as indicated in Attachment 2. Attachment 1 is a proposed resolution setting the amount.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 593 setting the FY 2018-2019 appropriation amount subject to the Gann limits.

ATTACHMENTS

- 1) Resolution No. 593 (1 page)
- 2) FY 2018-2019 Appropriation Limit (1 page)

RESOLUTION NO. 593

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ESTABLISHING THE ANNUAL APPROPRIATIONS SUBJECT
TO THE LIMITATION SET FORTH IN ARTICLE XIII B
OF THE CONSTITUTION OF THE STATE OF CALIFORNIA

WHEREAS, Article XIII B of the California Constitution established the total annual appropriations subject to limitations for the State and for local government; and

WHEREAS, said limitation is defined as the appropriations limit of such entities for the prior year adjusted for changes in per capita personal income and population of said entities; and

WHEREAS, the Board of Directors of the Pleasant Valley Recreation and Park District wishes to establish the appropriations subject to limitation for the fiscal year 2018-2019,

NOW, THEREFORE, the Board of Directors of the Pleasant Valley Recreation and Park District does hereby resolve as follows:

1. The appropriations subject to limitation for the Pleasant Valley Recreation and Park District for the fiscal year 1978 -1979 was \$1,769,843.
2. The appropriations subject to limitation pursuant to Article XIII B of the California Constitution for the Pleasant Valley Recreation and Park District for the fiscal year 2018-2019 is \$11,122,741.
3. Said appropriations subject to limitation include adjustments pursuant to Section 3 of Article XIII B of the California Constitution as of the date of this resolution.

PASSED AND ADOPTED this 6th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MARK MALLOY, CHAIRMAN
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

ELAINE MAGNER, SECRETARY
PLEASANT VALLEY RECREATION AND PARK DISTRICT

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2018-2019 APPROPRIATION LIMIT**

California Per Capita Personal Income percentage change:	3.67%		
Converted to a ratio:	$\frac{3.67 + 100}{100}$	=	1.0367
PVRPD Estimated change in population:	0.78%		
Converted to a ratio:	$\frac{.78 + 100}{100}$	=	1.0078
Calculation: 2018-2019 ratio of change	1.0367×1.0078	=	1.0448
1978-1979 Appropriation Limitation			1,769,843
2017-2018 Appropriation Limitation			10,645,809
2018-2019 appropriation limit 10,645,809.00 (2017-2018 limitation) X 1.0448 (2018-2019 ratio of change)		=	<u>11,122,741</u>

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: June 6, 2018

**SUBJECT: REVIEW AND APPROVAL OF SURPLUS SUPPLIES
AND EQUIPMENT LIST**

RECOMMENDATION

It is recommended that the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

BACKGROUND

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a surplus property disposal policy which outlines how the District disposes of surplus equipment and office supplies.

ANALYSIS

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to recent events within the District such as the office redesign, upgraded IT infrastructure and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on April 4, 2018, staff has compiled the attached list for board review.

FISCAL IMPACT

There is a possible minor positive fiscal impact from this action upon sale of the surplus supplies and equipment.

RECOMMENDATION

It is recommended that the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

ATTACHMENTS

- 1) Surplus Supplies and Equipment List (1 page)
- 2) Surplus District Property Disposal Policy (2 pages)



Pleasant Valley Recreation and Park District

Surplus Supplies and Equipment List

Equipment	Model	Serial #	Does it work? Y/N	Condition	Date Acquired	Est. Value
HP Computer Monitor	LV2311	6cm3160vs0	Y	Poor	N/A	<\$20
DELL Computer Monitor	E2013Hc	cn0xkfr6418029g3nss	Y	Fair	N/A	<\$20
DELL Computer Monitor	P2312Ht	cn0gfxn474445317bn7l	Y	Poor	N/A	N/A
HP Printer/Scanner	CB23A	MY9AG63004	N	Poor	N/A	N/A
Toner Cartridge	chcc530a		Y	New	2018	<\$50
Toner Cartridge	chcc530a		Y	New	2018	
Toner Cartridge	chcc530a		Y	New	2018	
Toner Cartridge	chcc530a		Y	New	2018	
Polycom	VTX1000	B2114303A2D6	Y	Good	2012	\$25-50
Canon Printer/Scanner	F157902	EWU18453	N	Fair	2012	<\$100



PLEASANT VALLEY RECREATION AND PARK DISTRICT

SURPLUS DISTRICT PROPERTY DISPOSAL POLICY Board Approved April 4, 2018

PURPOSE

The Pleasant Valley Recreation and Park District (the District) shall establish an administrative policy for the disposition of surplus personal property, equipment, and materials. This policy does not apply to real property and exists to ensure the receipt of all revenues from the disposal of surplus personal property, equipment, and materials.

POLICY

The General Manager (or his/her designee) shall develop a "Surplus Supplies and Equipment List" ("personal property" or "property") which is surplus. Prior to disposition, the Board shall be provided with, and approve the "List."

DEFINITIONS

- SURPLUS SUPPLIES AND EQUIPMENT LIST - List of property which has been determined "surplus" by the General Manager.
- SURPLUS – Non "real property" has little or no remaining useful life for the District.

MEANS OF PROPERTY DISPOSAL AND ACCOUNTING

The property may be disposed of as follows:

The first effort shall be to dispose of that property in a manner which is most likely to generate the greatest return to the District. Staff will determine which method of disposal is best. Such methods of disposal include but are not limited to the following:

1. Sale on the open market. The General Manager shall cause to be published at least three days before the sale, in a newspaper circulated throughout the District, and/or by posting on any District website, a notice of sale setting forth a general description of the personal property to be sold, and the day, time and location of the sale. The terms of all such sales shall be cashier's check or money order in the amount of the full purchase price. The District also may conduct a public auction in this manner. The fees for this sale shall be deducted from the proceeds of the sale.
2. Sale by sealed bid. The General Manager may post such property for sale on the District website or on another website for the sale of surplus items (such as eBay) subject to posted rules developed for such sale or the rules of that website.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

SURPLUS DISTRICT PROPERTY DISPOSAL POLICY Board Approved April 4, 2018

3. Donation. The General Manager may, when in his/her judgment the sale or auction of surplus personal property is infeasible or will result in minimal return to the District, cause such surplus personal property to be donated to any other governmental organization or non-profit group or corporation exempt from federal taxes pursuant to Internal Revenue Code Section 501(c) (3) located within or serving the District.
4. Selling for Scrap. Surplus property may be sold as scrap if the General Manager deems that the value of its parts exceeds the value of the surplus property as a whole.
5. No Value Item. Where the General Manager determines that property is surplus and of minimal or no value to the District or the cost of disposal of such property would exceed the recovery value, the General Manager shall dispose of the same in such a manner he or she deems appropriate and in the best interest of the District.
6. No employee or Director of the District or his/her immediate family may acquire any District surplus property.

Accounting for the disposition of personal property, equipment and materials:

When so authorized to sell, donate, recycle, and scrap District property, the employee directed to undertake such activity shall:

1. Remit the entire proceeds from any such activity to the District's Administrative Manager.
2. Complete receipt documentation form for the disposal of surplus personal property, equipment and materials and submit with proceeds, if any, to the District's Administrative Manager.

Administrative Department shall:

1. Make adjustments to the Surplus Supplies and Equipment List
2. Deposit all proceeds from the disposition of surplus personal property, equipment and materials into the General Fund.
3. Cause licenses and title documents to be executed and transferred upon verification of receipt of funds.
4. Authorize the delivery of the surplus property.

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

TO: BOARD OF DIRECTORS

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

DATE: June 6, 2018

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 594 APPROVING ENGINEER'S REPORT,
CONFIRMING DIAGRAM AND ASSESSMENT AND
ORDERING LEVY OF ASSESSMENT FOR FY 2018-
2019 FOR THE PARK MAINTENANCE AND
RECREATION IMPROVEMENT DISTRICT FOR THE
PLEASANT VALLEY RECREATION AND PARK
DISTRICT**

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 594, accepting the Engineer's Report and ordering the levy of assessment at \$40.12.

BACKGROUND

On April 4, 2001, by Resolution No. 356, after receiving a weighted majority of 58.7% of ballots in support of the proposed assessment, the Board of Directors ordered the formation of and levied the first assessment entitled, the Pleasant Valley Recreation and Park District Park Maintenance and Recreation Improvement Assessment District.

The assessments have been levied each year since FY 2001-2002. They have been used to improve and develop local parks and to enhance the maintenance of existing parks. In addition, the assessment revenues were anticipated to also be used to assist with the maintenance of new parks, including Pleasant Valley Fields.

On February 7, 2018, the Board adopted Resolution No.584, directing the preparation of an Engineer's Report for the District and initiating the procedures for the continuation of the Assessment District for FY 2018-2019.

On May 2, 2018 the Board adopted Resolution No. 591, declaring intention to levy assessments for FY 2018-2019, preliminarily approving the Engineer's Report, and providing for Notice of Hearing for the Public Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District.

ANALYSIS

To continue to levy the assessments, the Board, on February 7, 2017 directed SCI Group, Inc. the assessment engineer, to prepare an Engineer's Report for FY 2018-2019. This Engineer's Report, which includes the proposed budget and the updated proposed assessment for each parcel in the District, was completed and filed with the District's Legal Counsel on April 23, 2018.

FISCAL IMPACT

The Board has the authority to approve an annual adjustment to the assessment rate by an amount equal to the change in the Los Angeles Consumer Price Index (CPI), not to exceed 3%. The assessment rate for FY 2018-2019 is \$40.12 per single family equivalent benefit unit (\$1.17 increase from last fiscal year rate) which is an assessment rate increase of 3.0%. To achieve the recommended 3.0% increase, SCI staff utilized the CPI indicator as of December 31, 2017.

Pending Board approval, this increase will provide assessment revenue sufficient for park maintenance programs including tree maintenance and amenity repairs, administrative staff, landscape services and the ongoing fund for the Pleasant Valley Fields debt service. The budget for the services and improvements that would be funded by the proposed assessments was developed by staff in cooperation with SCI.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 594 accepting the Engineer's Report and ordering the levy of assessment at \$40.12.

ATTACHMENTS

- 1) Resolution No. 594 (4 pages)
- 2) Engineer's Report (39 pages)

RESOLUTION NO. 594

**A RESOLUTION APPROVING ENGINEER'S REPORT, CONFIRMING
DIAGRAM AND ASSESSMENT AND ORDERING LEVY OF ASSESSMENT
FOR FISCAL YEAR 2018-19 FOR THE
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT
FOR THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

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

WHEREAS, on April 4th, 2001 by its Resolution No. 356 this Board ordered the formation of and levied the first assessment within the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement District (the "Assessment District") pursuant to Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, the purpose of the Assessment District is for the installation, maintenance and servicing of improvements to the Pleasant Valley Recreation and Park District described in annual Engineer's Report; and

WHEREAS, by its Resolution No. 569, A Resolution Directing Preparation of the Engineer's Report for the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement District, this Board designated SCI Consulting Group as Engineer of Work and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution; and

WHEREAS, the report was duly made and filed with the Clerk of the Board and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that June 6, 2018 at the hour of 6:00 p.m. at the City of Camarillo, City Hall Council Chambers, 601 Carmen Dr., Camarillo, California, were appointed as the time and place for a hearing by this Board on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation of assessments were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a

part of the Engineer's Report to pay the costs and expenses thereof;

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, that:

1. The public interest, convenience and necessity require that the levy be made.
2. The land within the Assessment District will be specially benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the Clerk of the Board, which map is made a part hereof by reference thereto.
3. The assessment is levied without regard to property valuation.
4. The Engineer's Report as a whole and each part thereof, to wit:
 - (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;
 - (b) the diagram showing the Assessment District, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the Assessment District; and
 - (c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Assessment District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto;

are finally approved and confirmed.

5. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report as hereinabove determined and ordered, is intended to and shall refer and apply to the report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Board.
6. The assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2018-19 is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act

of 1972, reference is hereby made to the Resolution Directing Preparation of Engineer's Report.

7. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.
8. Immediately upon the adoption of this resolution, but in no event later than the second Monday in August following such adoption, the Clerk of the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Ventura. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Pleasant Valley Recreation and Park District.
9. Upon receipt of the moneys representing assessments collected by the County, the General Manager shall deposit the moneys in the Assessment District Treasury to the credit of the improvement fund previously established under the distinctive designation of the Assessment District. Moneys in the improvement fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.
10. The assessments levied are in conformance with Proposition 218.

PASSED AND ADOPTED this 6th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MARK MALLOY, CHAIRMAN
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

ELAINE MAGNER, SECRETARY
PLEASANT VALLEY RECREATION AND PARK DISTRICT



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

FINAL ENGINEER'S REPORT

FISCAL YEAR 2018-19

MAY 2018

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

ENGINEER OF WORK:
SCI Consulting Group
4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

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INTRODUCTION

OVERVIEW

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

The Park District's facilities are summarized as follows:

DISTRICT PARKS

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

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

ASSESSMENT PROCESS

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

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

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

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

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

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

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

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

LEGISLATIVE ANALYSIS

PROPOSITION 218

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

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

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

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

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

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

DAHMS V. DOWNTOWN POMONA PROPERTY

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

BONANDER V. TOWN OF TIBURON

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

BEUTZ V. COUNTY OF RIVERSIDE

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

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

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

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

COMPLIANCE WITH CURRENT LAW

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

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

PLANS & SPECIFICATIONS

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

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

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

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

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

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

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

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

FISCAL YEAR 2018-19 ESTIMATE OF COST AND BUDGET

INTRODUCTION

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

Final Level of Improvements	=	Baseline Level of Improvements	+	Enhanced Level of Improvements
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SUMMARY OF DISTRICT'S IMPROVEMENT PLANS

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

TABLE 1 - ESTIMATE OF COST, FY 2018-19

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

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

Notes to Estimate of Cost:

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

METHOD OF APPORTIONMENT

METHOD OF APPORTIONMENT

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

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

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

DISCUSSION OF BENEFIT

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

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

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

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

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

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

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

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

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

BENEFIT FACTORS

The special benefits from the Improvements are listed below:

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

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

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

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

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

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

PROXIMITY TO IMPROVED PARKS AND RECREATIONAL FACILITIES

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

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

ACCESS TO IMPROVED PARKS, OPEN SPACE AND RECREATIONAL AREAS

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

IMPROVED VIEWS

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

BENEFIT FINDING

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

GENERAL VERSUS SPECIAL BENEFIT

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

In other words:

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

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

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

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

A formula to estimate the general benefit is listed below:

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

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

CALCULATING GENERAL BENEFIT

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

BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT

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

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

Assumptions:

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

25,370 parcels in the Improvement District.

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

Calculation of General Benefit to Property Outside the Improvement District

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

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

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

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

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

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the Park District’s parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the Park District¹. A survey of park and recreation facility usage conducted by SCI Consulting Group found that less than 5% of the Park District’s facility usage is by those who do not live or work within District boundaries.² When people outside the Improvement District use parks, they diminish the availability of parks for people within the Improvement District. Therefore, another 5% of general benefits are allocated for people within the Improvement District. Combining these two measures of general benefits, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

TOTAL GENERAL BENEFITS

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

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

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

General Benefit Calculation

$$\begin{aligned}
 & 6.2\% \text{ (Outside the Assessment District)} \\
 + & 2.0\% \text{ (Inside the district – indirect and derivative)} \\
 + & 10.0\% \text{ (Public at Large)} \\
 = & 18.2\% \text{ (Total General Benefit)}
 \end{aligned}$$

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

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

ZONES OF BENEFIT

The Pleasant Valley Recreation and Park District's parks and recreation facilities are generally concentrated in the areas encompassing the City of Camarillo. The outlying, generally more rural areas of the Park District have limited park and recreation facilities and properties in these areas (collectively "area") are generally less proximate to the Improvements. Therefore, this area receives relatively lesser special benefits from the assessments than properties located within the City of Camarillo. This area of lesser benefit is defined to include all parcels within District boundaries that are located outside of the City limits, excluding the upper northwest section of the unincorporated areas of the Park District, generally known as the Heights and Spanish Hills³. This area is hereinafter referred to as Zone of Benefit B or Zone B and is depicted on the Assessment Diagram included with this Report. All parcels within the City of Camarillo or within the unincorporated areas described as the Heights or Spanish Hills are classified into Zone of Benefit A or Zone A.

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

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

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

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

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

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

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

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

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

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

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

The SVTA vs. SCCOSA, 44 Cal.4th 431, 456, decision indicates:

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

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

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

METHOD OF ASSESSMENT AND PROPORTIONALITY

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

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

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

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

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

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

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

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

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

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

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

This method is further described below.

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

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

EQUATION 1 – SPECIAL BENEFIT APPORTIONMENT FACTORS

<p>Special Benefit $\approx \sum$</p>	<p>(Special Benefit apportionment factors including use property type, size, location, and proximity to Improvements)</p>
---	--

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

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

EQUATION 2 – RELATIVE SPECIAL BENEFIT (SFE)

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

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

EQUATION 3 – ASSESSMENT APPORTIONMENT

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

METHOD OF APPORTIONMENT

RESIDENTIAL PROPERTIES

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

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

TABLE 3 - RESIDENTIAL DENSITY AND ASSESSMENT FACTORS

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

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

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

COMMERCIAL/INDUSTRIAL PROPERTIES

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

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

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

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

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

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

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

TABLE 4 - COMMERCIAL/INDUSTRIAL DENSITY AND ASSESSMENT FACTORS

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

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

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

VACANT PROPERTIES

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

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

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

OTHER PROPERTIES

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

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

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

DURATION OF ASSESSMENT

As noted previously, the Board gained the authority to approve the levy of the assessments for the fiscal year 2001-02 and to continue to levy them in future years. It is proposed that the Assessment be levied for fiscal year 2018-19 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained. Pleasant Valley Recreation and Park District requires funding from the Assessments for its Improvements in the Improvement District. The Assessment can continue to be levied annually after the Pleasant Valley Recreation and Park District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

APPEALS AND INTERPRETATION

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

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

ASSESSMENT

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

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

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

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

TABLE 5 - SUMMARY COST ESTIMATE

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

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

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

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

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

The change in the CPI from December 2016 to December 2017 was 3.60%. Therefore, the maximum authorized assessment rate for fiscal year 2018-19 is increased by 3.00% which equates to \$40.12 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2018-19 at the rate of \$40.12. The assessment ballot proceeding conducted in 2001 authorized an annual adjustment in the assessment levies equal to the annual change in the CPI, not to exceed 3%. The maximum authorized assessment rate for fiscal year 2018-19 is within the limits of the authorized CPI increase.

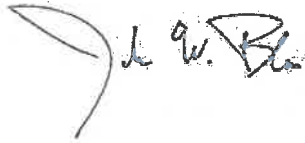
The assessment is made upon the parcels or lots of land within the Improvement District in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

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

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

Dated: May 17, 2018

Engineer of Work



By _____
John Bliss, License No. C52091



ASSESSMENT DIAGRAM

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

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

GENERAL MANAGER _____

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

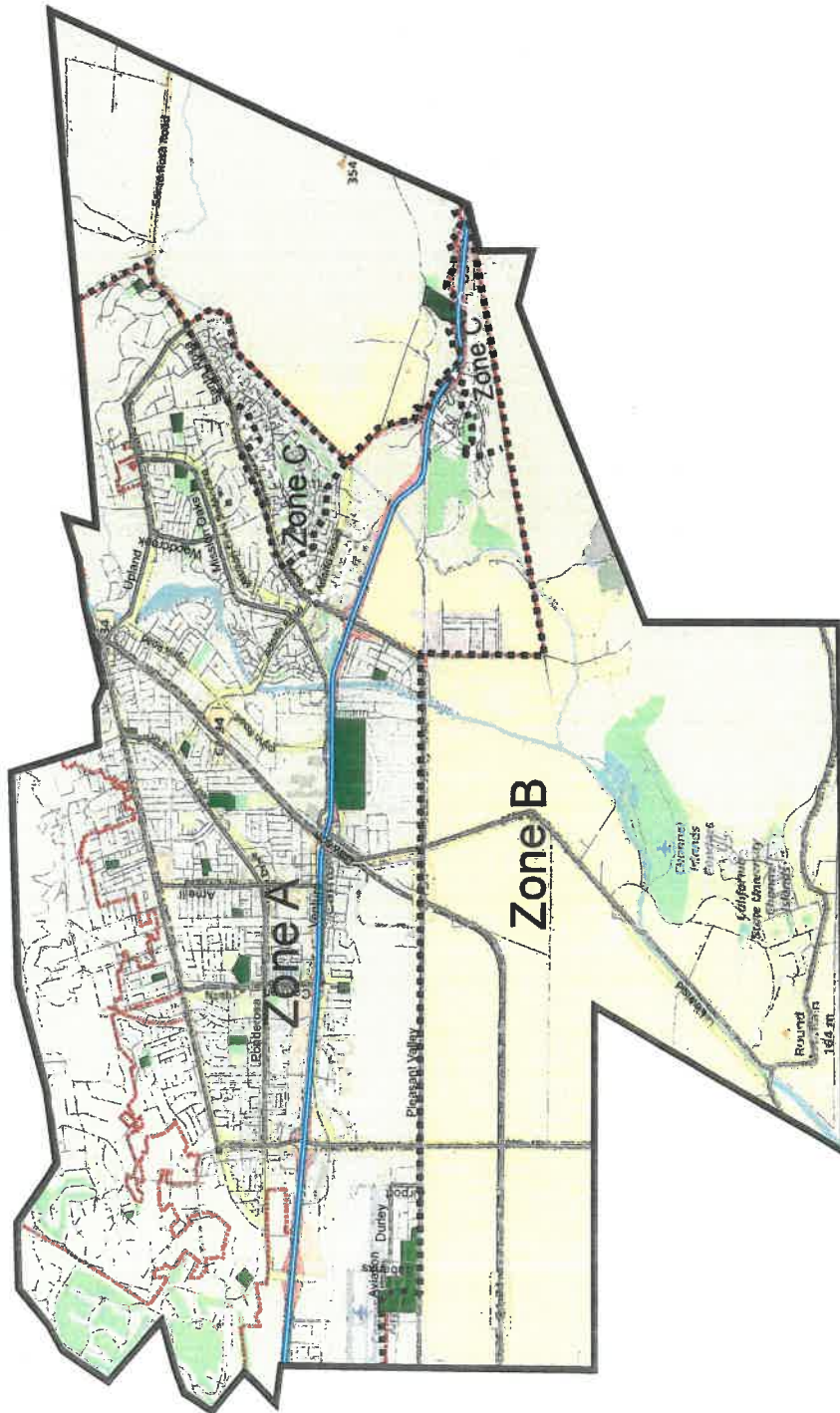
GENERAL MANAGER _____

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

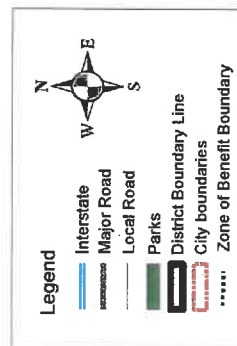
GENERAL MANAGER _____

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

COUNTY AUDITOR, COUNTY OF VENTURA



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



SCI Consulting Group
4745 Menards Blvd
Folsom, CA 94534
707-430-4300

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

APPENDIX A - 2018-19 ASSESSMENT ROLL

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

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

TO: BOARD OF DIRECTORS

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

DATE: June 6, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF PRELIMINARY
FISCAL YEAR 2018-2019 BUDGETS FOR THE GENERAL
FUND, THE ASSESSMENT DISTRICT AND QUIMBY
EXPENSES**

RECOMMENDATION

It is recommended that the Board review and approve the Preliminary FY 2018-2019 Budgets.

BACKGROUND

On April 26th, May 3rd, and May 17th, Pleasant Valley Recreation and Park District held public workshops on the Proposed Budgets totaling approximately \$8.0 million in expenses for the General Fund Budget and \$1.1 million in expenses for the Assessment District Budget. The public received notice of these workshops through the posting of agendas.

The proposed operating budgets for FY 2018-2019 strive to continue to move the Pleasant Valley Recreation and Park District along the path of fiscal sustainability. During the building of the FY 2018-2019 budget, divisions were combined to streamline the budget. Division 310 (Sports) and 315 (Contract Facilities) were combined into 310 (Sports). Division 350 (Senior Special Events) and 370 (Senior Center) were combined into 370 (Senior Services). During the fiscal year, Fund 30 was created for transparency purposes.

The general fund budget as presented is balanced with an excess of \$13,586 in the general fund. The introduction of the preliminary budgets as well as the workshops has allowed the Board and the general public an opportunity to review and provide additional comments before adoption of the budgets on July 5, 2018.

The Assessment District budget is balanced at \$1,109,053 as it relates to revenues and operational expenses, \$1,104,914 (*Personnel and Service & Supplies*) with revenue exceeding expenditures by a total of \$4,139.

Personnel changes in budget expense line items:

Reclassify one Recreation Specialist to Marketing Specialist
Hire two (2) additional Recreation Specialist – Part Time Restricted

Major changes to the District Wide budget include:

a) Increase in Property Tax Revenue	\$379,804
b) Increase in Rentals Revenue	\$ 73,239
c) Decrease in ROPS Revenue	\$200,000
a) Increase in Personnel Expense	\$335,459
b) Increase in CalPERS Unfunded Liability Expense	\$ 73,519
c) Increase in Utilities – Water Expense	\$ 58,388

ANALYSIS

The analysis is comparative from the Approved FY 2017-2018 Operating Budget for Fund 10. The following items should be noted when reviewing the budget:

1. The preliminary General Fund budget contains an overall increase in revenue of \$293,742 which reflects an increase in 1) Tax Apportionment (\$379,804) a projected increase of 2.75%, 2) Rental (\$73,239); three new line items - 3) Special Events (\$11,000), 4) Staffing Cost Recovery (\$5,000), 5) Special Event Permits (\$1,000) and a decrease in 6) Reimbursement ROPS (\$200,000).
2. Total revenues are \$8,026,493 and total operating expenditures are \$8,012,907 which equates to revenue exceeding expenditures by \$13,586.
3. Personnel expenditures have increased by \$335,459 in comparison to the FY 2017-2018 due to the following items: 1) Full Time Wages (\$153,609), 2) CalPERS Unfunded Liability (\$73,519), 3) Retirement (\$40,313) and 4) Employee Insurance (\$36,118).
4. Services and Supplies have increased \$145,906 from the original budget due to 1) Utilities Water (\$58,388), 2) Business Services (\$26,925) due to Elections and the COP annual reporting requirement, 3) Appropriation RDA/Collections (\$25,670) and 4) Rents and Lease Equipment (\$13,100).

The analysis for the Assessment District is as follows:

1. Revenue has increased \$36,363. Personnel has decreased \$89,663 due to restructuring Parks personnel due to an increase in the landscape contract.
2. Services and Supplies increased \$34,175 due to an increase in 1) COP Debt Service Payment for Pleasant Valley Fields (\$118,550), 2) Contract Landscaping Services (\$32,832) and a decrease in 3) Park Amenities (\$20,000) and a decrease in 4) Tree Care (\$10,000).

Fund 30 was established during fiscal year 2017-2018 for transparency purposes and for record keeping of revenue and expenses. Quimby Funds are fees that are received from developers in lieu of land and may only be used for developing new parks/recreation facilities or rehabilitating existing neighborhood or Community Park/Recreational Facilities. The District does not budget for revenue for Quimby Fees but does budget for expense. The following projects are planned for FY2018-19 and the projects will be paid with Quimby Funds equating to \$895,600.

- a. Valle Lindo Restroom/Pavilion
- b. Nancy Bush Park Playground
- c. Picnic Area Nancy Bush Park
- d. Pavilion Nancy Bush Park
- e. Potential Freedom Baseball Fields
- f. Potential Restroom at Mel Vincent Park

Capital Improvement Program (CIP) Budget:

In 2013, the District developed a 5-year Capital Improvement Plan (2013-2018). This plan included facilities and parks that would require modification, replacement and improvement over the next 5 years. The document was designed to provide the Board of Directors information regarding short and long term capital projects for improvements and future infrastructure needs. The CIP budget, which will derive its funds from Capital funds, will include 11 projects for FY 2018-2019 with a combined total of \$396,400.

The Capital Outlay projects are:

- a) Pool Plaster/Fiberglass Resurfacing
- b) Pool Slide Metal Support
- c) Bob Kildee Restroom Roof
- d) Freedom Restroom/Concession Roof
- e) Charter Oaks Tree Windrow
- f) Pleasant Valley Fields Painting Phase I
- g) Community Center Exterior Restrooms
- h) Bob Kildee Irrigation Pump
- i) Meter Enclosures - Encanto, Foothill and Adolfo Parks
- j) Arneill Ranch Park Picnic Area
- k) Pitts Ranch Park Pavilion

FISCAL IMPACT

Approval of the Preliminary FY 2018-2019 Budgets will allow staff to proceed with the development of the final FY 2018-2019 Budgets for review and adoption at the July Board meeting. There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that the Board approve the Preliminary FY 2018-2019 Budgets.

ATTACHMENTS

- 1) FY 2018-2019 Preliminary Budgets Summary Sheets (21 pages)

General Ledger
District Wide Budget Summary
Fiscal Year 2018-2019
Fund 10

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5110	Tax Apport Cur Year Secure	\$ 5,794,081.20	\$ 6,126,646.00	\$ 6,417,475.00	\$ 6,417,475.00	\$ 6,506,450.00
5120	Tax Apport Cur Year Unsec	\$ 132,002.25	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport Prior Year Sec	\$ 75,211.16	\$ -	\$ -	\$ -	\$ -
5140	Tax Apport Prior Year Unsec	\$ 5,910.95	\$ -	\$ -	\$ -	\$ -
5210	Cur Supplemental Pass Thru	\$ 94,885.35	\$ -	\$ -	\$ -	\$ -
5215	Supplemental Redemption	\$ 10,546.00	\$ -	\$ -	\$ -	\$ -
5230	HOPTR	\$ 46,087.23	\$ -	\$ -	\$ -	\$ -
5240	Supplemental Assessment Ro	\$ 401.66	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ 47,883.75	\$ 18,690.00	\$ 18,300.00	\$ 18,300.00	\$ 18,300.00
5320	MBS Interest Earnings	\$ 18,637.99	\$ -	\$ -	\$ -	\$ -
5400	Park DedicationFees	\$ 3,148,562.00	\$ -	\$ -	\$ -	\$ -
5460	Dividends CAPRI Prior Year	\$ 10,594.50	\$ -	\$ -	\$ -	\$ -
5506	Park Patrol Citations	\$ 4,206.72	\$ 3,025.00	\$ 4,510.00	\$ 4,510.00	\$ 4,510.00
5507	Plan Check Fee	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
5510	Contract ClassesPublic Fees	\$ 655,457.54	\$ 235,111.00	\$ 232,539.00	\$ 232,539.00	\$ 232,539.00
5511	Public Fees	\$ -	\$ 403,610.00	\$ 393,842.00	\$ 393,842.00	\$ 393,842.00
5513	Swim PassAdult Splash (20)	\$ 9,628.76	\$ 7,344.00	\$ 8,568.00	\$ 8,568.00	\$ 8,568.00
5514	Swim PassSenior Splash (10)	\$ 1,551.25	\$ 1,890.00	\$ 2,079.00	\$ 2,079.00	\$ 2,079.00
5515	Senior Services Revenue	\$ 75.00	\$ -	\$ -	\$ -	\$ -
5516	Swim Pass Senior Splash (20)	\$ 4,898.00	\$ 4,590.00	\$ 5,049.00	\$ 5,049.00	\$ 5,049.00
5517	Swim PassSenior Splash (20)	\$ 540.00	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00
5518	Swim PassSenior Fitness (10)	\$ 12,966.00	\$ 10,692.00	\$ 10,692.00	\$ 10,692.00	\$ 10,692.00
5520	Swim PassSenior Fitness (20)	\$ 19,341.04	\$ 22,329.00	\$ 25,655.00	\$ 25,655.00	\$ 25,655.00
5524	Swim PassAdult Splash (10)	\$ 2,418.50	\$ 5,508.00	\$ 6,426.00	\$ 6,426.00	\$ 6,426.00
5525	Vending Concessions	\$ 4,302.64	\$ 3,312.00	\$ 3,446.00	\$ 3,446.00	\$ 3,446.00
5526	Swim PassAdult Fitness (10)	\$ 320.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
5527	Swim PassAdult Fitness (20)	\$ 1,417.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00
5528	Swim Passes Summer Single	\$ 460.00	\$ 960.00	\$ 960.00	\$ 960.00	\$ 960.00
5529	Swim Passes Summer Family	\$ 1,838.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00
5530	Rental	\$ 399,530.80	\$ 347,727.00	\$ 420,966.00	\$ 420,966.00	\$ 420,966.00
5535	Cell Tower Revenue	\$ 78,375.08	\$ 82,272.00	\$ 83,534.00	\$ 83,534.00	\$ 83,534.00
5536	Annual Passes	\$ 3,706.30	\$ -	\$ -	\$ -	\$ -
5540	Parking Fees	\$ 17,609.22	\$ 12,024.00	\$ 12,312.00	\$ 12,312.00	\$ 12,312.00
5550	Dues	\$ 1,567.00	\$ 2,208.00	\$ 2,160.00	\$ 2,160.00	\$ 2,160.00
5555	Activity Guide Revenue	\$ 14,665.00	\$ 8,800.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
5561	Special Event	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
5563	Staffing Cost Recovery	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
5564	Special Event Permits	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5565	Gain/(Loss) LAIF Investment	\$ 1,928.56	\$ -	\$ -	\$ -	\$ -
5570	Donations	\$ 96,864.88	\$ 80,620.00	\$ 90,870.00	\$ 90,870.00	\$ 90,870.00
5573	Grant HCF	\$ 28,224.15	\$ -	\$ -	\$ -	\$ -
5575	Other/Purchase Discount Tak	\$ 73,144.39	\$ 53,133.00	\$ 64,615.00	\$ 64,615.00	\$ 64,615.00
5580	Cash Over/Under	\$ 75.00	\$ -	\$ -	\$ -	\$ -
5585	Incentive Income	\$ 2,275.42	\$ 3,340.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
5600	Reimbursement ROPS	\$ 165,408.89	\$ 290,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
	Revenue	\$ 10,987,599.18	\$ 7,732,751.00	\$ 7,937,518.00	\$ 7,937,518.00	\$ 8,026,493.00
	Expense					
6100	Full Time Salaries	\$ 2,121,123.15	\$ 2,244,711.00	\$ 2,355,471.00	\$ 2,355,471.00	\$ 2,398,320.00
6101	Overtime Salaries	\$ 13,977.01	\$ 32,225.00	\$ 34,286.00	\$ 34,286.00	\$ 34,286.00
6105	Car Allowance	\$ 9,636.89	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00
6108	Cell Phone Allowance	\$ 13,836.31	\$ 17,550.00	\$ 15,900.00	\$ 15,900.00	\$ 15,900.00
6110	PartTime Salaries	\$ 533,938.95	\$ 707,997.00	\$ 729,302.00	\$ 729,302.00	\$ 731,823.00
6120	Retirement	\$ 348,015.40	\$ 400,037.00	\$ 432,847.00	\$ 432,847.00	\$ 440,350.00
6121	457 Pension	\$ 7,447.28	\$ 7,945.00	\$ 1,045.00	\$ 1,045.00	\$ 1,045.00
6130	Employee Insurance	\$ 225,866.70	\$ 309,067.00	\$ 345,185.00	\$ 345,185.00	\$ 345,185.00
6140	Workers Compensation	\$ 124,849.44	\$ 145,957.00	\$ 166,227.00	\$ 166,227.00	\$ 168,953.00
6150	Unemployment Insurance	\$ 3,348.33	\$ 9,000.00	\$ -	\$ -	\$ -

General Ledger
District Wide Budget Summary
Fiscal Year 2018-2019
Fund 10

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
6160	Loan Pension Obligation	\$ 36,920.16	\$ 238,043.00	\$ 243,610.00	\$ 243,610.00	\$ 243,610.00
6161	OPEB Expense	\$ 24,567.00	\$ 5,000.00	\$ -	\$ -	\$ -
6170	PERS Unfunded Liability	\$ 201,847.92	\$ 245,195.00	\$ 318,714.00	\$ 318,714.00	\$ 318,714.00
	Personnel	\$ 3,665,374.54	\$ 4,373,527.00	\$ 4,653,387.00	\$ 4,653,387.00	\$ 4,708,986.00
6210	Telephone	\$ 11,454.29	\$ 11,556.00	\$ 11,456.00	\$ 11,456.00	\$ 11,456.00
6220	Internet Services	\$ 28,675.80	\$ 33,882.00	\$ 36,882.00	\$ 36,882.00	\$ 40,258.00
6310	Pool Chemicals	\$ 12,790.98	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
6320	Janitorial Supplies	\$ 51,397.46	\$ 48,325.00	\$ 52,200.00	\$ 52,200.00	\$ 52,200.00
6330	Kitchen Supplies	\$ 915.48	\$ 1,510.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
6340	Food Supplies	\$ 5,300.70	\$ 7,811.00	\$ 12,075.00	\$ 12,075.00	\$ 12,075.00
6350	Water Maint & Service	\$ 1,184.60	\$ 1,380.00	\$ 1,080.00	\$ 1,080.00	\$ 1,080.00
6360	Laundry/Wash Service	\$ -	\$ 680.00	\$ 380.00	\$ 380.00	\$ 380.00
6380	Medical Supplies	\$ -	\$ -	\$ 650.00	\$ 650.00	\$ 650.00
6410	Insurance Liability	\$ 87,921.00	\$ 100,434.00	\$ 111,732.00	\$ 111,732.00	\$ 111,732.00
6500	Equipment Maintenance	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00
6510	Fuel	\$ 35,457.43	\$ 41,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00
6520	Vehicle Maintenance	\$ 35,415.41	\$ 34,200.00	\$ 35,400.00	\$ 35,400.00	\$ 35,400.00
6530	Office Equipment Maintenance	\$ 182.27	\$ 900.00	\$ 200.00	\$ 200.00	\$ 200.00
6540	Computer Equip Maintenance	\$ 2,244.85	\$ 2,800.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
6600	Building Maintenance	\$ 66.98	\$ -	\$ -	\$ -	\$ -
6610	Building Repair	\$ 80,928.11	\$ 78,315.00	\$ 96,200.00	\$ 96,200.00	\$ 96,200.00
6620	Bldg Equip Maint/Repair	\$ 26,848.13	\$ 35,700.00	\$ 22,875.00	\$ 22,875.00	\$ 22,875.00
6630	Improvements/Maintenance	\$ 23,030.05	\$ 40,200.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
6710	Grounds Maintenance	\$ 91,769.94	\$ 88,980.00	\$ 87,980.00	\$ 87,980.00	\$ 87,980.00
6719	Tree Care Assess	\$ -	\$ 11,000.00	\$ -	\$ -	\$ -
6725	Park Signage (Branding)	\$ 28,082.57	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
6730	Contracted Pest Control	\$ 1,315.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6740	Rubbish & Refuse	\$ 56,960.74	\$ 56,800.00	\$ 65,760.00	\$ 65,760.00	\$ 65,760.00
6750	Vandalism/Theft	\$ 3,265.08	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6810	Memberships	\$ 13,545.93	\$ 14,310.00	\$ 14,315.00	\$ 14,315.00	\$ 14,315.00
6900	Office Expense	\$ -	\$ 100.00	\$ -	\$ -	\$ -
6910	Office Supplies	\$ 21,046.39	\$ 23,314.00	\$ 29,934.00	\$ 29,934.00	\$ 29,934.00
6920	Postage Expense	\$ 18,838.40	\$ 27,100.00	\$ 31,900.00	\$ 31,900.00	\$ 31,900.00
6930	Advertising Expense	\$ 14,036.29	\$ 15,592.00	\$ 16,740.00	\$ 16,740.00	\$ 16,740.00
6940	Printing Charges	\$ 13,035.43	\$ 19,543.00	\$ 14,048.00	\$ 14,048.00	\$ 14,048.00
6950	Bank & ActiveNet Charges	\$ 54,589.05	\$ 45,990.00	\$ 55,758.00	\$ 55,758.00	\$ 55,758.00
6960	Approp Redev/Collection Fee	\$ 325,906.93	\$ 374,070.00	\$ 399,740.00	\$ 399,740.00	\$ 399,740.00
6965	Assessment Tax	\$ 18,960.70	\$ -	\$ -	\$ -	\$ -
6970	COI COP's	\$ 281,273.19	\$ -	\$ -	\$ -	\$ -
6980	Minor Furn Fixture & Equip	\$ 1,925.43	\$ 1,683.00	\$ 1,533.00	\$ 1,533.00	\$ 1,533.00
6990	Comp Hardware/Software Exp	\$ 8,253.20	\$ 13,564.00	\$ 13,264.00	\$ 13,264.00	\$ 13,264.00
7010	Fingerprint Fees (HR)	\$ 2,389.00	\$ 2,440.00	\$ 2,440.00	\$ 2,440.00	\$ 2,440.00
7020	Fire & Safety Insp Fees	\$ 956.05	\$ 3,140.00	\$ 3,925.00	\$ 3,925.00	\$ 3,925.00
7030	Permit & Licensing Fees	\$ 3,881.55	\$ 4,400.00	\$ 11,150.00	\$ 11,150.00	\$ 11,150.00
7040	State License Fee	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00
7100	Professional Services	\$ 1,300.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7110	Legal Services	\$ 39,770.53	\$ 69,150.00	\$ 69,150.00	\$ 69,150.00	\$ 69,150.00
7115	Typeset and Print Services	\$ 53,297.89	\$ 50,147.00	\$ 45,900.00	\$ 45,900.00	\$ 45,900.00
7120	Instructor Services	\$ 184,296.69	\$ 169,925.00	\$ 168,426.00	\$ 168,426.00	\$ 168,426.00
7125	PERS Admin Fees	\$ 1,340.33	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00
7130	Audit Services	\$ 16,240.00	\$ 22,260.00	\$ 17,260.00	\$ 17,260.00	\$ 17,260.00
7140	Medical & Health Svcs (HR)	\$ 3,965.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
7150	Security Services	\$ 4,919.84	\$ 3,600.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
7160	Entertainment Services	\$ 2,529.02	\$ 3,450.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
7180	Business Services	\$ 50,557.66	\$ 63,175.00	\$ 90,100.00	\$ 90,100.00	\$ 90,100.00
7190	Umpire/Referee Services	\$ 1,710.00	\$ 1,640.00	\$ 2,065.00	\$ 2,065.00	\$ 2,065.00
7210	Subscriptions	\$ 2,746.48	\$ 4,322.00	\$ 4,508.00	\$ 4,508.00	\$ 4,508.00

General Ledger
District Wide Budget Summary
Fiscal Year 2018-2019
Fund 10

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
7310	Rents & Leases Equip	\$ 19,938.06	\$ 25,110.00	\$ 38,210.00	\$ 38,210.00	\$ 38,210.00
7320	Bldg/Field Leases & Rental	\$ 11,076.00	\$ 11,466.00	\$ 120.00	\$ 120.00	\$ 120.00
7410	Event Supplies	\$ 2,154.89	\$ 2,310.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
7420	Supplies	\$ 5,803.14	\$ 7,175.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00
7430	Bingo Supplies	\$ 7,564.97	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
7440	Sporting Goods	\$ 9,406.74	\$ 8,085.00	\$ 8,586.00	\$ 8,586.00	\$ 8,586.00
7450	Arts and Craft Supplies	\$ 2,399.39	\$ 4,820.00	\$ 1,940.00	\$ 1,940.00	\$ 1,940.00
7460	Training Supplies	\$ 2,043.36	\$ 3,095.00	\$ 2,650.00	\$ 2,650.00	\$ 2,650.00
7470	Camp Supplies	\$ 1,523.21	\$ 1,080.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
7500	Small Tools	\$ 9,234.75	\$ 6,400.00	\$ 6,100.00	\$ 6,100.00	\$ 6,100.00
7510	Safety Supplies	\$ 4,351.41	\$ 7,289.00	\$ 4,690.00	\$ 4,690.00	\$ 4,690.00
7610	Uniform Allowance	\$ 13,018.66	\$ 12,426.00	\$ 12,600.00	\$ 12,600.00	\$ 12,600.00
7620	Safety Clothing	\$ 3,671.14	\$ 3,150.00	\$ 6,054.00	\$ 6,054.00	\$ 6,054.00
7710	Conference&Seminar Staff	\$ 5,664.70	\$ 20,745.00	\$ 19,775.00	\$ 19,775.00	\$ 19,775.00
7715	Conference&Seminar Board	\$ 1,237.47	\$ 2,240.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
7720	Conference&Seminar Travel	\$ 4,568.39	\$ 13,573.00	\$ 10,143.00	\$ 10,143.00	\$ 10,143.00
7725	Out of Town Travel Board	\$ 2,857.10	\$ 6,615.00	\$ 7,085.00	\$ 7,085.00	\$ 7,085.00
7730	Private Vehicle Mileage	\$ 3,157.74	\$ 4,190.00	\$ 2,503.00	\$ 2,503.00	\$ 2,503.00
7740	Transportation Charges	\$ 29.05	\$ 750.00	\$ 1,110.00	\$ 1,110.00	\$ 1,110.00
7750	Buses/Excursions	\$ 15,107.62	\$ 22,870.00	\$ 23,950.00	\$ 23,950.00	\$ 23,950.00
7810	Utilities Gas	\$ 24,053.98	\$ 26,431.00	\$ 27,488.00	\$ 27,488.00	\$ 27,488.00
7820	Utilities Water	\$ 728,369.80	\$ 757,800.00	\$ 806,188.00	\$ 806,188.00	\$ 816,188.00
7830	Utilities Electric	\$ 195,887.57	\$ 226,374.00	\$ 237,062.00	\$ 237,062.00	\$ 237,062.00
7840	Airport Assessment Exp	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
7910	Awards and Certificates	\$ 16,099.44	\$ 16,490.00	\$ 16,940.00	\$ 16,940.00	\$ 16,940.00
7920	Meals for Staff Training	\$ 2,157.53	\$ 2,710.00	\$ 2,810.00	\$ 2,810.00	\$ 2,810.00
7930	Employee Morale	\$ 1,466.06	\$ 9,974.00	\$ 4,250.00	\$ 4,250.00	\$ 4,250.00
7950	COP Debt PV Fields	\$ 27,539.95	\$ 246,409.00	\$ 242,435.00	\$ 242,435.00	\$ 242,435.00
7970	Reserve Vehicle Fleet	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
7971	Reserve Computer Fleet	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7972	Reserve Designated Project	\$ 30,000.00	\$ 20,000.00	\$ -	\$ -	\$ -
7973	Reserve Dry Period	\$ 91,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
7974	Reserve Capital Improvement	\$ -	\$ -	\$ -	\$ -	\$ -
7975	Reserve Repair/Oper/Admin	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00
	Services and Supplies	\$ 2,967,899.97	\$ 3,158,015.00	\$ 3,270,545.00	\$ 3,270,545.00	\$ 3,303,921.00
	Capital					
8400	Capital	\$ 9,653.88	\$ -	\$ 1,132,000.00	\$ 1,132,000.00	\$ 1,292,000.00
8403	HCF Grant Trails	\$ 304.00	\$ -	\$ -	\$ -	\$ -
8405	HCF Grant Wildlife Program	\$ 19,326.40	\$ -	\$ -	\$ -	\$ -
8408	Eston Street Tree Removal	\$ 13,500.00	\$ -	\$ -	\$ -	\$ -
8409	Cam Grove Park	\$ 174,175.00	\$ -	\$ -	\$ -	\$ -
8410	Playground Equipment	\$ 550.00	\$ -	\$ -	\$ -	\$ -
8420	Equip/Facility Replacement	\$ 9,981.26	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
8421	Telephone System	\$ 11,209.49	\$ -	\$ -	\$ -	\$ -
8422	Needs Assessment	\$ 211.90	\$ 68,790.00	\$ -	\$ -	\$ -
8423	Bob Kildee Parking Lot	\$ 9,377.92	\$ 150,000.00	\$ -	\$ -	\$ -
8424	PV Fields Parking Lot	\$ 14,361.00	\$ 15,000.00	\$ -	\$ -	\$ -
8425	Hardwalls GM/HR Offices	\$ 4,706.87	\$ -	\$ -	\$ -	\$ -
8426	Charter Oak Windrow	\$ 6,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
8427	Cam Grove Parking Lot	\$ 174,175.00	\$ -	\$ -	\$ -	\$ -
8429	Bob Kildee PournPlay	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
8430	Cam Grve Dog PkArtificial T	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
8431	Shop DriveWay	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -
8432	Freedom Pk Baseball Flds De	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
8433	Aquatics Tankless Wtr Heater	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -
8434	Auditorium Patio	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -
8435	Auditorium Restroom Remod	\$ -	\$ 65,000.00	\$ -	\$ -	\$ -

General Ledger
District Wide Budget Summary
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Fund 10

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
8436	Springville Dog Park Wall	\$ -	\$ 81,000.00	\$ -	\$ -	\$ -
8437	Bob Kildee Pavilion Replace	\$ -	\$ 38,000.00	\$ -	\$ -	\$ -
8438	Mission Oaks Roof	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
8439	Auditorium Ducting/Replace	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
8440	Office Design/Carpet/Server	\$ -	\$ 53,000.00	\$ -	\$ -	\$ -
8441	Admin Bldg Roofs #6,#7,Ad	\$ -	\$ 125,000.00	\$ -	\$ -	\$ -
8443	Pickle Ball CtsPaint/Repair	\$ -	\$ 68,400.00	\$ -	\$ -	\$ -
	Capital	\$ 447,532.72	\$ 873,190.00	\$ 1,139,000.00	\$ 1,139,000.00	\$ 396,400.00
	Revenue Total	\$ 10,987,599.18	\$ 7,732,751.00	\$ 7,937,518.00	\$ 7,937,518.00	\$ 8,026,493.00
	Expense Total	\$ 6,633,274.51	\$ 7,531,542.00	\$ 7,923,932.00	\$ 7,923,932.00	\$ 8,012,907.00
	Rev over Exp	\$ 4,354,324.67	\$ 201,209.00	\$ 13,586.00	\$ 13,586.00	\$ 13,586.00
	Expense w/Capital	\$ 7,080,807.23	\$ 8,404,732.00	\$ 9,062,932.00	\$ 9,062,932.00	\$ 8,409,307.00

**General Ledger
Rec Department 03
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5510	Contract ClassesPublic	\$ 652,862.54	\$ 235,111.00	\$ 232,539.00	\$ 232,539.00	\$ 232,539.00
5511	Public Fees	\$ -	\$ 403,610.00	\$ 393,842.00	\$ 393,842.00	\$ 393,842.00
5512	Certificates	\$ -	\$ -	\$ -	\$ -	\$ -
5513	Swim PassAdult Splash	\$ 9,628.76	\$ 7,344.00	\$ 8,568.00	\$ 8,568.00	\$ 8,568.00
5514	Swim PassSenior Splash	\$ 1,551.25	\$ 1,890.00	\$ 2,079.00	\$ 2,079.00	\$ 2,079.00
5515	Senior Services Revenue	\$ 75.00	\$ -	\$ -	\$ -	\$ -
5516	Swim Pass Senior Splash	\$ 4,898.00	\$ 4,590.00	\$ 5,049.00	\$ 5,049.00	\$ 5,049.00
5517	Swim PassSenior Splash	\$ 540.00	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00
5518	Swim PassSenior Fitness	\$ 12,966.00	\$ 10,692.00	\$ 10,692.00	\$ 10,692.00	\$ 10,692.00
5520	Swim PassSenior Fitness	\$ 19,341.04	\$ 22,329.00	\$ 25,655.00	\$ 25,655.00	\$ 25,655.00
5524	Swim PassAdult Splash	\$ 2,418.50	\$ 5,508.00	\$ 6,426.00	\$ 6,426.00	\$ 6,426.00
5525	Vending Concessions	\$ 4,302.64	\$ 3,312.00	\$ 3,446.00	\$ 3,446.00	\$ 3,446.00
5526	Swim PassAdult Fitness	\$ 320.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
5527	Swim PassAdult Fitness	\$ 1,417.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00
5528	Swim Passes Summer	\$ 460.00	\$ 960.00	\$ 960.00	\$ 960.00	\$ 960.00
5529	Swim Passes Summer	\$ 1,838.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00
5530	Rental	\$ 191,989.28	\$ 167,727.00	\$ 206,160.00	\$ 206,160.00	\$ 206,160.00
5536	Annual Passes	\$ 3,706.30	\$ -	\$ -	\$ -	\$ -
5550	Dues	\$ 1,567.00	\$ 2,208.00	\$ 2,160.00	\$ 2,160.00	\$ 2,160.00
5555	Activity Guide Revenue	\$ 14,665.00	\$ 8,800.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
5561	Special Event	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
5563	Staffing Cost Recovery	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
5564	Special Event Permits	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5570	Donations	\$ 8,816.88	\$ 10,620.00	\$ 20,870.00	\$ 20,870.00	\$ 20,870.00
5573	Scholarships	\$ 41.15	\$ -	\$ -	\$ -	\$ -
5575	Other/Purchase Discount	\$ 3,653.32	\$ 1,953.00	\$ 1,995.00	\$ 1,995.00	\$ 1,995.00
5580	Cash Over/Under	\$ -	\$ -	\$ -	\$ -	\$ -
5585	Incentive Income	\$ -	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 937,057.66	\$ 895,474.00	\$ 962,261.00	\$ 962,261.00	\$ 962,261.00
	Expense					
6100	Full Time Salaries	\$ 456,132.41	\$ 479,064.00	\$ 476,473.00	\$ 476,473.00	\$ 485,351.00
6101	Overtime Salaries	\$ 306.97	\$ 4,196.00	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 3,830.13	\$ 5,460.00	\$ 4,380.00	\$ 4,380.00	\$ 4,380.00
6110	PartTime Salaries	\$ 356,521.23	\$ 433,038.00	\$ 455,274.00	\$ 455,274.00	\$ 455,274.00
6120	Retirement	\$ 75,967.76	\$ 86,078.00	\$ 89,540.00	\$ 89,540.00	\$ 90,935.00
6121	457 Pension	\$ 6,401.24	\$ 6,900.00	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 36,543.25	\$ 58,186.00	\$ 48,411.00	\$ 48,411.00	\$ 48,411.00
6140	Workers Compensation	\$ 18,492.67	\$ 20,106.00	\$ 22,258.00	\$ 22,258.00	\$ 22,454.00
	Personnel	\$ 954,195.66	\$ 1,093,028.00	\$ 1,096,336.00	\$ 1,096,336.00	\$ 1,106,805.00
6210	Telephone	\$ 2,448.28	\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00
6220	Internet Services	\$ 1,226.94	\$ -	\$ -	\$ -	\$ -
6320	Janitorial Supplies	\$ 163.65	\$ 325.00	\$ -	\$ -	\$ -
6330	Kitchen Supplies	\$ 915.48	\$ 1,510.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
6340	Food Supplies	\$ 5,300.70	\$ 7,811.00	\$ 12,075.00	\$ 12,075.00	\$ 12,075.00
6360	Laundry/Wash Service	\$ -	\$ 500.00	\$ 200.00	\$ 200.00	\$ 200.00
6380	Medical Supplies	\$ -	\$ -	\$ 650.00	\$ 650.00	\$ 650.00
6500	Equipment Maintenance	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00
6530	Office Equipment Maintenance	\$ 21.68	\$ 900.00	\$ 200.00	\$ 200.00	\$ 200.00
6540	Computer Equipment Maintenance	\$ -	\$ 400.00	\$ -	\$ -	\$ -
6610	Building Repair	\$ 2,115.00	\$ 2,315.00	\$ -	\$ -	\$ -
6620	Bldg Equip Maint/Repair	\$ 1,442.03	\$ 200.00	\$ 2,115.00	\$ 2,115.00	\$ 2,115.00
6740	Rubbish & Refuse	\$ 438.46	\$ -	\$ -	\$ -	\$ -
6810	Memberships	\$ 776.43	\$ 1,695.00	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00
6900	Office Expense	\$ -	\$ 100.00	\$ -	\$ -	\$ -
6910	Office Supplies	\$ 7,533.75	\$ 6,450.00	\$ 12,800.00	\$ 12,800.00	\$ 12,800.00
6920	Postage Expense	\$ 14,545.89	\$ 21,740.00	\$ 26,520.00	\$ 26,520.00	\$ 26,520.00
6930	Advertising Expense	\$ 12,645.33	\$ 13,852.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
6980	Minor Furn Fixture & E	\$ 130.38	\$ 450.00	\$ 300.00	\$ 300.00	\$ 300.00

**General Ledger
Rec Department 03
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
6990	Comp Hardware/Softwa	\$ -	\$ 200.00	\$ -	\$ -	\$ -
7020	Fire & Safety Insp Fees	\$ -	\$ 340.00	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00
7030	Permit & Licensing Fee	\$ 1,326.21	\$ 2,200.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00
7100	Professional Services	\$ 1,300.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7115	Typeset and Print Serv	\$ 53,286.43	\$ 50,147.00	\$ 45,900.00	\$ 45,900.00	\$ 45,900.00
7120	Instructor Services	\$ 183,594.69	\$ 169,425.00	\$ 167,926.00	\$ 167,926.00	\$ 167,926.00
7150	Security Services	\$ 200.00	\$ -	\$ -	\$ -	\$ -
7160	Entertainment Services	\$ 1,441.93	\$ 2,450.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
7180	Business Services	\$ 8,863.05	\$ 6,185.00	\$ 15,350.00	\$ 15,350.00	\$ 15,350.00
7190	Umpire/Referee Service	\$ 1,710.00	\$ 1,640.00	\$ 2,065.00	\$ 2,065.00	\$ 2,065.00
7210	Subscriptions	\$ 350.00	\$ 824.00	\$ 890.00	\$ 890.00	\$ 890.00
7310	Rents & Leases Equip	\$ 6,742.32	\$ 9,510.00	\$ 22,010.00	\$ 22,010.00	\$ 22,010.00
7320	Bldg/Field Leases & Re	\$ 11,076.00	\$ 11,466.00	\$ 120.00	\$ 120.00	\$ 120.00
7410	Event Supplies	\$ 2,154.89	\$ 2,310.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
7420	Supplies	\$ 5,803.14	\$ 7,175.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00
7430	Bingo Supplies	\$ 7,564.97	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
7440	Sporting Goods	\$ 7,218.86	\$ 6,085.00	\$ 6,570.00	\$ 6,570.00	\$ 6,570.00
7450	Arts and Craft Supplies	\$ 2,399.39	\$ 4,820.00	\$ 1,940.00	\$ 1,940.00	\$ 1,940.00
7460	Training Supplies	\$ 1,844.36	\$ 1,800.00	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00
7470	Camp Supplies	\$ 1,523.21	\$ 1,080.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
7500	Small Tools	\$ 342.61	\$ 400.00	\$ 100.00	\$ 100.00	\$ 100.00
7510	Safety Supplies	\$ 2,410.41	\$ 3,485.00	\$ 4,090.00	\$ 4,090.00	\$ 4,090.00
7610	Uniform Allowance	\$ 4,868.53	\$ 5,046.00	\$ 4,450.00	\$ 4,450.00	\$ 4,450.00
7620	Safety Clothing	\$ 23.20	\$ -	\$ -	\$ -	\$ -
7710	Conference&Seminar S	\$ 1,196.89	\$ 5,605.00	\$ 5,320.00	\$ 5,320.00	\$ 5,320.00
7720	Conference&Seminar T	\$ 648.63	\$ 7,062.00	\$ 3,682.00	\$ 3,682.00	\$ 3,682.00
7730	Private Vehicle Mileage	\$ 2,325.38	\$ 3,415.00	\$ 2,049.00	\$ 2,049.00	\$ 2,049.00
7740	Transportation Charges	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 300.00
7750	Buses/Excursions	\$ 15,107.62	\$ 22,870.00	\$ 23,950.00	\$ 23,950.00	\$ 23,950.00
7810	Utilities Gas	\$ 384.41	\$ 600.00	\$ -	\$ -	\$ -
7820	Utilities Water	\$ 639.48	\$ 600.00	\$ -	\$ -	\$ -
7910	Awards and Certificates	\$ 15,532.20	\$ 15,580.00	\$ 16,030.00	\$ 16,030.00	\$ 16,030.00
7920	Meals for Staff Training	\$ 362.97	\$ 400.00	\$ 500.00	\$ 500.00	\$ 500.00
7930	Employee Morale	\$ 122.75	\$ 6,974.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
	Services and Supplies	\$ 392,068.53	\$ 416,242.00	\$ 426,837.00	\$ 426,837.00	\$ 426,837.00
	Capital					
8420	Equip/Facility Replacem	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
	Capital	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Revenue Total		\$ 937,057.66	\$ 895,474.00	\$ 962,261.00	\$ 962,261.00	\$ 962,261.00
Expense Total		\$ 1,346,264.19	\$ 1,509,270.00	\$ 1,523,173.00	\$ 1,523,173.00	\$ 1,533,642.00
Rev over Exp		\$ (409,206.53)	\$ (613,796.00)	\$ (560,912.00)	\$ (560,912.00)	\$ (571,381.00)
Expense w/Capital		\$ 1,346,264.19	\$ 1,509,270.00	\$ 1,530,173.00	\$ 1,530,173.00	\$ 1,540,642.00

**General Ledger
000 District Wide
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5110	Tax Apport Cur Year	\$ 5,794,081.20	\$ 6,126,646.00	\$ 6,417,475.00	\$ 6,417,475.00	\$ 6,506,450.00
5120	Tax Apport Cur Year	\$ 132,002.25	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport Prior Yea	\$ 75,211.16	\$ -	\$ -	\$ -	\$ -
5140	Tax Apport Prior Yea	\$ 5,910.95	\$ -	\$ -	\$ -	\$ -
5210	Cur Supplemental Pas	\$ 94,885.35	\$ -	\$ -	\$ -	\$ -
5215	Supplemental Redem	\$ 10,546.00	\$ -	\$ -	\$ -	\$ -
5230	HOPTR	\$ 46,087.23	\$ -	\$ -	\$ -	\$ -
5240	Supplemental Assess	\$ 401.66	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ 47,883.75	\$ 18,690.00	\$ 18,300.00	\$ 18,300.00	\$ 18,300.00
5320	MBS Interest Earning	\$ 18,637.99	\$ -	\$ -	\$ -	\$ -
5400	Park Dedication Fees	\$ 3,148,562.00	\$ -	\$ -	\$ -	\$ -
5460	Dividends CAPRI Pr	\$ 10,594.50	\$ -	\$ -	\$ -	\$ -
5575	Other/Purchase Disco	\$ 11,266.01	\$ -	\$ -	\$ -	\$ -
5585	Incentive Income	\$ 2,099.60	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
5600	Reimbursement ROP	\$ 164,882.89	\$ 290,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
5900	Conversion Adjustme	\$ -	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 9,563,052.54	\$ 6,436,636.00	\$ 6,527,075.00	\$ 6,527,075.00	\$ 6,616,050.00
	Expense					
6965	Assessment Tax	\$ 18,960.70	\$ -	\$ -	\$ -	\$ -
7950	COP Debt PV Fields	\$ 27,539.95	\$ 246,409.00	\$ 242,435.00	\$ 242,435.00	\$ 242,435.00
	Expense	\$ 1,140,343.91	\$ 246,409.00	\$ 242,435.00	\$ 242,435.00	\$ 242,435.00
Revenue Total		\$ 9,563,052.54	\$ 6,436,636.00	\$ 6,527,075.00	\$ 6,527,075.00	\$ 6,616,050.00
Expense Total		\$ 1,140,343.91	\$ 246,409.00	\$ 242,435.00	\$ 242,435.00	\$ 242,435.00
Rev over Exp		\$ 8,422,708.63	\$ 6,190,227.00	\$ 6,284,640.00	\$ 6,284,640.00	\$ 6,373,615.00

**General Ledger
301 Aquatics
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5510	Contract ClassesPublic F	\$ 170,892.55	\$ 7,172.00	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00
5511	Public Fees	\$ -	\$ 149,306.00	\$ 152,906.00	\$ 152,906.00	\$ 152,906.00
5513	Swim PassAdult Splash (	\$ 9,628.76	\$ 7,344.00	\$ 8,568.00	\$ 8,568.00	\$ 8,568.00
5514	Swim PassSenior Splash (	\$ 1,551.25	\$ 1,890.00	\$ 2,079.00	\$ 2,079.00	\$ 2,079.00
5516	Swim Pass Senior Splash	\$ 4,898.00	\$ 4,590.00	\$ 5,049.00	\$ 5,049.00	\$ 5,049.00
5517	Swim PassSenior Splash (	\$ 540.00	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00
5518	Swim PassSenior Fitness	\$ 12,966.00	\$ 10,692.00	\$ 10,692.00	\$ 10,692.00	\$ 10,692.00
5520	Swim PassSenior Fitness	\$ 19,341.04	\$ 22,329.00	\$ 25,655.00	\$ 25,655.00	\$ 25,655.00
5524	Swim PassAdult Splash (	\$ 2,418.50	\$ 5,508.00	\$ 6,426.00	\$ 6,426.00	\$ 6,426.00
5525	Vending Concessions	\$ 1,473.30	\$ 720.00	\$ 720.00	\$ 720.00	\$ 720.00
5526	Swim PassAdult Fitness (	\$ 320.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
5527	Swim PassAdult Fitness (	\$ 1,417.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00
5528	Swim Passes Summer Si	\$ 460.00	\$ 960.00	\$ 960.00	\$ 960.00	\$ 960.00
5529	Swim Passes Summer Fa	\$ 1,838.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00
5530	Rental	\$ 27,663.50	\$ 16,875.00	\$ 24,335.00	\$ 24,335.00	\$ 24,335.00
5536	Annual Passes	\$ -	\$ -	\$ -	\$ -	\$ -
5563	Staffing Cost Recovery	\$ -	\$ -	\$ -	\$ -	\$ -
5564	Special Event Permits	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other/Purchase Discount	\$ 354.20	\$ -	\$ -	\$ -	\$ -
5580	Cash Over/Under	\$ -	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 255,762.10	\$ 236,206.00	\$ 256,110.00	\$ 256,110.00	\$ 256,110.00
	Expense					
6100	Full Time Salaries	\$ 63,064.87	\$ 68,239.00	\$ 71,744.00	\$ 71,744.00	\$ 73,111.00
6101	Overtime Salaries	\$ 77.68	\$ -	\$ -	\$ -	\$ -
6105	Car Allowance	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 754.32	\$ 1,140.00	\$ 1,140.00	\$ 1,140.00	\$ 1,140.00
6110	PartTime Salaries	\$ 212,916.70	\$ 244,508.00	\$ 247,109.00	\$ 247,109.00	\$ 247,109.00
6120	Retirement	\$ 11,839.28	\$ 13,311.00	\$ 14,067.00	\$ 14,067.00	\$ 14,266.00
6121	457 Pension	\$ -	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 4,442.46	\$ 6,123.00	\$ 6,873.00	\$ 6,873.00	\$ 6,873.00
6140	Workers Compensation	\$ 7,023.74	\$ 6,880.00	\$ 7,015.00	\$ 7,015.00	\$ 7,045.00
6150	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
6160	Loan Pension Obligation	\$ -	\$ -	\$ -	\$ -	\$ -
6161	OPEB Expense	\$ -	\$ -	\$ -	\$ -	\$ -
6170	PERS Unfunded Liability	\$ -	\$ -	\$ -	\$ -	\$ -
	Personnel	\$ 300,119.05	\$ 340,201.00	\$ 347,948.00	\$ 347,948.00	\$ 349,544.00
6210	Telephone	\$ 1,647.72	\$ -	\$ -	\$ -	\$ -
6220	Internet Services	\$ 1,226.94	\$ -	\$ -	\$ -	\$ -
6320	Janitorial Supplies	\$ 163.65	\$ 200.00	\$ -	\$ -	\$ -
6330	Kitchen Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
6340	Food Supplies	\$ 90.00	\$ 625.00	\$ 480.00	\$ 480.00	\$ 480.00
6500	Equipment Maintenance	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00
6530	Office Equipment Mainte	\$ 21.68	\$ 400.00	\$ -	\$ -	\$ -
6610	Building Repair	\$ -	\$ 200.00	\$ -	\$ -	\$ -
6620	Bldg Equip Maint/Repair	\$ -	\$ 200.00	\$ -	\$ -	\$ -
6810	Memberships	\$ 150.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00
6910	Office Supplies	\$ 1,066.29	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6930	Advertising Expense	\$ 1,369.43	\$ 1,500.00	\$ -	\$ -	\$ -
6990	Comp Hardware/Software	\$ -	\$ 200.00	\$ -	\$ -	\$ -
7100	Professional Services	\$ 900.00	\$ -	\$ -	\$ -	\$ -
7115	Typeset and Print Service	\$ 150.67	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
7120	Instructor Services	\$ 17,879.60	\$ 18,195.00	\$ 19,742.00	\$ 19,742.00	\$ 19,742.00
7410	Event Supplies	\$ 1,980.94	\$ 2,310.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
7460	Training Supplies	\$ 1,519.37	\$ 950.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7500	Small Tools	\$ 67.68	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
7510	Safety Supplies	\$ 1,966.15	\$ 1,660.00	\$ 2,290.00	\$ 2,290.00	\$ 2,290.00
7610	Uniform Allowance	\$ 1,325.76	\$ 1,260.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00
7710	Conference&Seminar Sta	\$ 878.89	\$ 805.00	\$ 90.00	\$ 90.00	\$ 90.00
7720	Conference&Seminar Tra	\$ 107.56	\$ 1,288.00	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 266.50	\$ 389.00	\$ 392.00	\$ 392.00	\$ 392.00
7910	Awards and Certificates	\$ 1,486.10	\$ 810.00	\$ 1,455.00	\$ 1,455.00	\$ 1,455.00

**General Ledger
301 Aquatics
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
7920	Meals for Staff Training	\$ 108.00	\$ 200.00	\$ -	\$ -	\$ -
7930	Employee Morale	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 250.00
	Services and Supplies	\$ 34,372.93	\$ 33,617.00	\$ 33,474.00	\$ 33,474.00	\$ 33,474.00
Revenue Total		\$ 255,762.10	\$ 236,206.00	\$ 256,110.00	\$ 256,110.00	\$ 256,110.00
Expense Total		\$ 334,491.98	\$ 373,818.00	\$ 381,422.00	\$ 381,422.00	\$ 383,018.00
Rev over Exp		\$ (78,729.88)	\$ (137,612.00)	\$ (125,312.00)	\$ (125,312.00)	\$ (126,908.00)

General Ledger
310 Sports
Fiscal Year 2018-2019

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5510	Contract ClassesPublic	\$ 161,160.93	\$ 84,168.00	\$ -	\$ -	\$ -
5511	Public Fees	\$ -	\$ 83,850.00	\$ 81,215.00	\$ 81,215.00	\$ 81,215.00
5530	Rental	\$ 155,927.28	\$ 143,697.00	\$ 174,480.00	\$ 174,480.00	\$ 174,480.00
5536	Annual Passes	\$ 3,706.30	\$ -	\$ -	\$ -	\$ -
5570	Donations	\$ 270.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 270.00
	Revenue	\$ 321,064.51	\$ 311,985.00	\$ 255,965.00	\$ 255,965.00	\$ 255,965.00
	Expense					
6100	Full Time Salaries	\$ 82,326.62	\$ 82,645.00	\$ 82,722.00	\$ 82,722.00	\$ 84,376.00
6108	Cell Phone Allowance	\$ 782.25	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00
6110	PartTime Salaries	\$ 49,779.16	\$ 75,620.00	\$ 46,304.00	\$ 46,304.00	\$ 46,304.00
6120	Retirement	\$ 14,884.38	\$ 15,362.00	\$ 19,226.00	\$ 19,226.00	\$ 19,519.00
6130	Employee Insurance	\$ 521.82	\$ 734.00	\$ 760.00	\$ 760.00	\$ 760.00
6140	Workers Compensation	\$ 2,908.00	\$ 3,482.00	\$ 3,427.00	\$ 3,427.00	\$ 2,463.00
	Personnel	\$ 151,202.23	\$ 178,623.00	\$ 153,219.00	\$ 153,219.00	\$ 154,202.00
	Services and Supplies					
6610	Building Repair	\$ 2,115.00	\$ 2,115.00	\$ -	\$ -	\$ -
6620	Bldg Equip Maint/Repa	\$ -	\$ -	\$ 2,115.00	\$ 2,115.00	\$ 2,115.00
6810	Memberships	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00
6900	Office Expense	\$ -	\$ 100.00	\$ -	\$ -	\$ -
6910	Office Supplies	\$ 836.64	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
6920	Postage Expense	\$ -	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
7120	Instructor Services	\$ 52,992.91	\$ 57,746.00	\$ -	\$ -	\$ -
7160	Entertainment Services	\$ 567.93	\$ 600.00	\$ -	\$ -	\$ -
7180	Business Services	\$ 1,024.00	\$ 1,025.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
7190	Umpire/Referee Service	\$ 1,710.00	\$ 1,640.00	\$ 2,065.00	\$ 2,065.00	\$ 2,065.00
7310	Rents & Leases Equip	\$ -	\$ -	\$ 10,710.00	\$ 10,710.00	\$ 10,710.00
7320	Bldg/Field Leases & Re	\$ 11,001.00	\$ 11,391.00	\$ -	\$ -	\$ -
7440	Sporting Goods	\$ 6,923.68	\$ 5,665.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00
7460	Training Supplies	\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
7470	Camp Supplies	\$ 258.00	\$ -	\$ -	\$ -	\$ -
7510	Safety Supplies	\$ 123.55	\$ 800.00	\$ 600.00	\$ 600.00	\$ 600.00
7610	Uniform Allowance	\$ 1,057.73	\$ 720.00	\$ 350.00	\$ 350.00	\$ 350.00
7710	Conference&Seminar S	\$ -	\$ 1,490.00	\$ 30.00	\$ 30.00	\$ 30.00
7720	Conference&Seminar T	\$ -	\$ 130.00	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 1,218.85	\$ 1,873.00	\$ 392.00	\$ 392.00	\$ 392.00
7810	Utilities Gas	\$ 384.41	\$ 600.00	\$ -	\$ -	\$ -
7820	Utilities Water	\$ 639.48	\$ 600.00	\$ -	\$ -	\$ -
7910	Awards and Certificates	\$ 12,501.46	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00
7930	Employee Morale	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 250.00
	Services and Supplies	\$ 93,874.64	\$ 101,115.00	\$ 39,132.00	\$ 39,132.00	\$ 39,132.00
	Revenue Total	\$ 321,064.51	\$ 311,985.00	\$ 255,965.00	\$ 255,965.00	\$ 255,965.00
	Expense Total	\$ 245,076.87	\$ 279,738.00	\$ 192,351.00	\$ 192,351.00	\$ 193,334.00
	Rev over Exp	\$ 75,987.64	\$ 32,247.00	\$ 63,614.00	\$ 63,614.00	\$ 62,631.00

General Ledger
320 Camps & Classes
Fiscal Year 2018-2019

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5510	Contract ClassesPublic Fe	\$ 202,781.08	\$ 111,082.00	\$ 199,719.00	\$ 199,719.00	\$ 199,719.00
5511	Public Fees	\$ -	\$ 92,136.00	\$ 88,635.00	\$ 88,635.00	\$ 88,635.00
5575	Other/Purchase Discount	\$ 199.35	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 202,980.43	\$ 203,218.00	\$ 288,354.00	\$ 288,354.00	\$ 288,354.00
	Expense					
6100	Full Time Salaries	\$ 52,043.62	\$ 63,185.00	\$ 59,863.00	\$ 59,863.00	\$ 61,004.00
6101	Overtime Salaries	\$ 165.84	\$ 1,823.00	\$ -	\$ -	\$ -
6105	Car Allowance	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 462.84	\$ 720.00	\$ 540.00	\$ 540.00	\$ 540.00
6110	PartTime Salaries	\$ 54,808.96	\$ 59,323.00	\$ 98,934.00	\$ 98,934.00	\$ 98,934.00
6120	Retirement	\$ 7,776.65	\$ 11,605.00	\$ 12,434.00	\$ 12,434.00	\$ 12,600.00
6121	457 Pension	\$ 6,401.24	\$ 6,400.00	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 3,574.07	\$ 10,717.00	\$ 525.00	\$ 525.00	\$ 525.00
6140	Workers Compensation	\$ 2,497.97	\$ 2,735.00	\$ 4,099.00	\$ 4,099.00	\$ 4,124.00
	Personnel	\$ 127,731.19	\$ 156,508.00	\$ 176,395.00	\$ 176,395.00	\$ 177,727.00
6210	Telephone	\$ 10.56	\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00
6330	Kitchen Supplies	\$ 57.39	\$ -	\$ -	\$ -	\$ -
6340	Food Supplies	\$ 357.66	\$ 720.00	\$ 845.00	\$ 845.00	\$ 845.00
6380	Medical Supplies	\$ -	\$ -	\$ 650.00	\$ 650.00	\$ 650.00
6810	Memberships	\$ 256.43	\$ 260.00	\$ 360.00	\$ 360.00	\$ 360.00
6910	Office Supplies	\$ 280.80	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
6930	Advertising Expense	\$ 516.00	\$ 550.00	\$ -	\$ -	\$ -
7120	Instructor Services	\$ 92,280.81	\$ 72,236.00	\$ 133,286.00	\$ 133,286.00	\$ 133,286.00
7180	Business Services	\$ 2,215.00	\$ 3,960.00	\$ 5,700.00	\$ 5,700.00	\$ 5,700.00
7310	Rents & Leases Equip	\$ 60.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 800.00
7420	Supplies	\$ 751.95	\$ 700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7440	Sporting Goods	\$ 295.18	\$ 300.00	\$ 250.00	\$ 250.00	\$ 250.00
7450	Arts and Craft Supplies	\$ 1,017.21	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ 900.00
7460	Training Supplies	\$ 24.99	\$ 200.00	\$ 500.00	\$ 500.00	\$ 500.00
7470	Camp Supplies	\$ 1,265.21	\$ 1,080.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
7500	Small Tools	\$ 243.29	\$ 300.00	\$ -	\$ -	\$ -
7510	Safety Supplies	\$ 195.71	\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00
7610	Uniform Allowance	\$ 281.70	\$ 780.00	\$ 850.00	\$ 850.00	\$ 850.00
7620	Safety Clothing	\$ 23.20	\$ -	\$ -	\$ -	\$ -
7710	Conference&Seminar Sta	\$ -	\$ 565.00	\$ -	\$ -	\$ -
7720	Conference&Seminar Tra	\$ -	\$ 1,180.00	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 344.26	\$ 270.00	\$ 491.00	\$ 491.00	\$ 491.00
7750	Buses/Excursions	\$ 3,576.62	\$ 5,170.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
7910	Awards and Certificates	\$ -	\$ -	\$ 20.00	\$ 20.00	\$ 20.00
7930	Employee Morale	\$ 58.33	\$ -	\$ 250.00	\$ 250.00	\$ 250.00
	Expense	\$ 104,112.30	\$ 90,821.00	\$ 153,602.00	\$ 153,602.00	\$ 153,602.00
Revenue Total		\$ 202,980.43	\$ 203,218.00	\$ 288,354.00	\$ 288,354.00	\$ 288,354.00
Expense Total		\$ 231,843.49	\$ 247,329.00	\$ 329,997.00	\$ 329,997.00	\$ 331,329.00
Rev Over Exp		\$ (28,863.06)	\$ (44,111.00)	\$ (41,643.00)	\$ (41,643.00)	\$ (42,975.00)

General Ledger
370 Senior Services
Fiscal Year 2018-2019

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5510	Contract ClassesPublic F	\$ 90,725.68	\$ 32,689.00	\$ 22,920.00	\$ 22,920.00	\$ 22,920.00
5511	Public Fees	\$ -	\$ 63,468.00	\$ 56,136.00	\$ 56,136.00	\$ 56,136.00
5515	Senior Services Revenue	\$ 75.00	\$ -	\$ -	\$ -	\$ -
5525	Vending Concessions	\$ 2,829.34	\$ 2,592.00	\$ 2,726.00	\$ 2,726.00	\$ 2,726.00
5530	Rental	\$ 8,398.50	\$ 7,155.00	\$ 7,345.00	\$ 7,345.00	\$ 7,345.00
5550	Dues	\$ 1,567.00	\$ 2,208.00	\$ 2,160.00	\$ 2,160.00	\$ 2,160.00
5570	Donations	\$ 2,535.88	\$ 3,950.00	\$ 600.00	\$ 600.00	\$ 600.00
5575	Other/Purchase Discount	\$ 1,797.52	\$ 1,953.00	\$ 1,995.00	\$ 1,995.00	\$ 1,995.00
	Revenue	\$ 107,928.92	\$ 114,015.00	\$ 93,882.00	\$ 93,882.00	\$ 93,882.00
	Expense					
6100	Full Time Salaries	\$ 114,882.33	\$ 119,951.00	\$ 120,970.00	\$ 120,970.00	\$ 122,997.00
6101	Overtime Salaries	\$ 63.45	\$ 1,076.00	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 683.71	\$ 1,500.00	\$ 1,140.00	\$ 1,140.00	\$ 1,140.00
6110	PartTime Salaries	\$ 24,572.92	\$ 31,352.00	\$ 30,180.00	\$ 30,180.00	\$ 30,180.00
6120	Retirement	\$ 18,749.09	\$ 20,108.00	\$ 20,686.00	\$ 20,686.00	\$ 21,033.00
6130	Employee Insurance	\$ 12,319.34	\$ 20,590.00	\$ 21,198.00	\$ 21,198.00	\$ 21,198.00
6140	Workers Compensation	\$ 2,447.14	\$ 3,329.00	\$ 3,325.00	\$ 3,325.00	\$ 3,370.00
	Personnel	\$ 173,717.98	\$ 197,906.00	\$ 197,499.00	\$ 197,499.00	\$ 199,918.00
	Services and Supplies					
6210	Telephone	\$ 790.00	\$ -	\$ -	\$ -	\$ -
6320	Janitorial Supplies	\$ -	\$ 75.00	\$ -	\$ -	\$ -
6330	Kitchen Supplies	\$ 777.86	\$ 1,310.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
6340	Food Supplies	\$ 871.82	\$ 2,466.00	\$ 5,750.00	\$ 5,750.00	\$ 5,750.00
6530	Office Equipment Maint	\$ -	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
6540	Computer Equip Mainten	\$ -	\$ 400.00	\$ -	\$ -	\$ -
6620	Bldg Equip Maint/Repair	\$ 1,442.03	\$ -	\$ -	\$ -	\$ -
6810	Memberships	\$ 150.00	\$ 390.00	\$ 230.00	\$ 230.00	\$ 230.00
6910	Office Supplies	\$ 1,350.40	\$ 1,550.00	\$ 500.00	\$ 500.00	\$ 500.00
6920	Postage Expense	\$ 273.03	\$ 990.00	\$ 1,020.00	\$ 1,020.00	\$ 1,020.00
6930	Advertising Expense	\$ 1,298.70	\$ 1,610.00	\$ -	\$ -	\$ -
6980	Minor Furn Fixture & Eq	\$ 130.38	\$ 450.00	\$ 300.00	\$ 300.00	\$ 300.00
7020	Fire & Safety Insp Fees	\$ -	\$ 340.00	\$ 350.00	\$ 350.00	\$ 350.00
7030	Permit & Licensing Fees	\$ -	\$ 50.00	\$ 950.00	\$ 950.00	\$ 950.00
7120	Instructor Services	\$ 20,417.36	\$ 21,248.00	\$ 14,898.00	\$ 14,898.00	\$ 14,898.00
7180	Business Services	\$ -	\$ 700.00	\$ 350.00	\$ 350.00	\$ 350.00
7210	Subscriptions	\$ 350.00	\$ 824.00	\$ 890.00	\$ 890.00	\$ 890.00
7310	Rents & Leases Equip	\$ 1,117.06	\$ 3,200.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
7410	Event Supplies	\$ 160.00	\$ -	\$ -	\$ -	\$ -
7420	Supplies	\$ 159.10	\$ 275.00	\$ 300.00	\$ 300.00	\$ 300.00
7430	Bingo Supplies	\$ 7,564.97	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
7440	Sporting Goods	\$ -	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
7450	Arts and Craft Supplies	\$ 446.23	\$ 1,170.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00
7460	Training Supplies	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
7500	Small Tools	\$ 31.64	\$ -	\$ -	\$ -	\$ -
7510	Safety Supplies	\$ 125.00	\$ 275.00	\$ 400.00	\$ 400.00	\$ 400.00
7610	Uniform Allowance	\$ 181.52	\$ 438.00	\$ 150.00	\$ 150.00	\$ 150.00
7710	Conference&Seminar Sta	\$ -	\$ 415.00	\$ -	\$ -	\$ -
7720	Conference&Seminar Tr	\$ -	\$ 1,113.00	\$ 82.00	\$ 82.00	\$ 82.00
7730	Private Vehicle Mileage	\$ 80.54	\$ 181.00	\$ 98.00	\$ 98.00	\$ 98.00
7750	Buses/Excursions	\$ 11,531.00	\$ 17,700.00	\$ 18,450.00	\$ 18,450.00	\$ 18,450.00
7910	Awards and Certificates	\$ -	\$ 70.00	\$ 175.00	\$ 175.00	\$ 175.00
7930	Employee Morale	\$ 64.42	\$ 190.00	\$ 250.00	\$ 250.00	\$ 250.00
	Services and Supplies	\$ 49,313.06	\$ 65,400.00	\$ 59,853.00	\$ 59,853.00	\$ 59,853.00

General Ledger
370 Senior Services
Fiscal Year 2018-2019

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
8420	Equip/Facility Replacem	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
	Capital	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Revenue Total		\$ 107,928.92	\$ 114,015.00	\$ 93,882.00	\$ 93,882.00	\$ 93,882.00
Expense Total		\$ 223,031.04	\$ 263,306.00	\$ 257,352.00	\$ 257,352.00	\$ 259,771.00
Rev over Exp		\$ (115,102.12)	\$ (149,291.00)	\$ (163,470.00)	\$ (163,470.00)	\$ (165,889.00)
Expenses w/Capital		\$ 223,031.04	\$ 263,306.00	\$ 264,352.00	\$ 264,352.00	\$ 266,771.00

**General Ledger
410 Parks
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5506	Park Patrol Citations	\$ 4,206.72	\$ 3,025.00	\$ 4,510.00	\$ 4,510.00	\$ 4,510.00
5507	Plan Check Fee	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
5510	Contract ClassesPublic Fe	\$ 2,595.00	\$ -	\$ -	\$ -	\$ -
5530	Rental	\$ 207,061.52	\$ 170,000.00	\$ 209,806.00	\$ 209,806.00	\$ 209,806.00
5535	Cell Tower Revenue	\$ 78,375.08	\$ 82,272.00	\$ 83,534.00	\$ 83,534.00	\$ 83,534.00
5540	Parking Fees	\$ 17,609.22	\$ 12,024.00	\$ 12,312.00	\$ 12,312.00	\$ 12,312.00
5570	Donations	\$ 88,048.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
5575	Other/Purchase Discount	\$ 15,122.56	\$ 9,180.00	\$ 19,600.00	\$ 19,600.00	\$ 19,600.00
5585	Incentive Income	\$ 175.82	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
5600	Reimbursement ROPS	\$ 526.00	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 413,719.92	\$ 346,901.00	\$ 400,162.00	\$ 400,162.00	\$ 400,162.00
	Expense					
6100	Full Time Salaries	\$ 1,112,824.32	\$ 1,206,019.00	\$ 1,308,281.00	\$ 1,308,281.00	\$ 1,334,159.00
6101	Overtime Salaries	\$ 12,699.04	\$ 27,279.00	\$ 33,536.00	\$ 33,536.00	\$ 33,536.00
6105	Car Allowance	\$ 3,611.32	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
6108	Cell Phone Allowance	\$ 7,661.28	\$ 9,750.00	\$ 9,180.00	\$ 9,180.00	\$ 9,180.00
6110	PartTime Salaries	\$ 136,300.09	\$ 180,086.00	\$ 178,735.00	\$ 178,735.00	\$ 180,380.00
6120	Retirement	\$ 191,287.94	\$ 220,845.00	\$ 246,350.00	\$ 246,350.00	\$ 251,075.00
6121	457 Pension	\$ 1,046.04	\$ 1,045.00	\$ 1,045.00	\$ 1,045.00	\$ 1,045.00
6130	Employee Insurance	\$ 139,227.88	\$ 175,018.00	\$ 222,500.00	\$ 222,500.00	\$ 222,500.00
6140	Workers Compensation	\$ 100,440.23	\$ 119,747.00	\$ 137,941.00	\$ 137,941.00	\$ 140,434.00
	Personnel	\$ 1,705,098.14	\$ 1,944,589.00	\$ 2,142,368.00	\$ 2,142,368.00	\$ 2,177,109.00
6210	Telephone	\$ 2,903.88	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00
6220	Internet Services	\$ 2,181.11	\$ -	\$ -	\$ -	\$ -
6310	Pool Chemicals	\$ 12,790.98	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
6320	Janitorial Supplies	\$ 51,233.81	\$ 48,000.00	\$ 52,200.00	\$ 52,200.00	\$ 52,200.00
6350	Water Maint & Service	\$ 435.90	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
6360	Laundry/Wash Service	\$ -	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00
6510	Fuel	\$ 35,457.43	\$ 41,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00
6520	Vehicle Maintenance	\$ 35,415.41	\$ 34,200.00	\$ 35,400.00	\$ 35,400.00	\$ 35,400.00
6600	Building Maintenance	\$ 66.98	\$ -	\$ -	\$ -	\$ -
6610	Building Repair	\$ 78,813.11	\$ 76,000.00	\$ 96,200.00	\$ 96,200.00	\$ 96,200.00
6620	Bldg Equip Maint/Repair	\$ 25,406.10	\$ 35,500.00	\$ 20,760.00	\$ 20,760.00	\$ 20,760.00
6630	Improvements/Maintenan	\$ 23,030.05	\$ 40,200.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
6710	Grounds Maintenance	\$ 91,769.94	\$ 88,980.00	\$ 87,980.00	\$ 87,980.00	\$ 87,980.00
6719	Tree Care Assess	\$ -	\$ 11,000.00	\$ -	\$ -	\$ -
6730	Contracted Pest Control	\$ 1,315.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6740	Rubbish & Refuse	\$ 56,522.28	\$ 56,800.00	\$ 65,760.00	\$ 65,760.00	\$ 65,760.00
6750	Vandalism/Theft	\$ 3,265.08	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6810	Memberships	\$ 230.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
6910	Office Supplies	\$ 6,110.36	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
6920	Postage Expense	\$ 18.47	\$ -	\$ -	\$ -	\$ -
6930	Advertising Expense	\$ 176.32	\$ -	\$ -	\$ -	\$ -
6940	Printing Charges	\$ 635.96	\$ 1,860.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
7020	Fire & Safety Insp Fees	\$ 956.05	\$ 2,800.00	\$ 2,075.00	\$ 2,075.00	\$ 2,075.00
7030	Permit & Licensing Fees	\$ 2,555.34	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
7040	State License Fee	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00
7115	Typeset and Print Service	\$ 11.46	\$ -	\$ -	\$ -	\$ -
7150	Security Services	\$ -	\$ -	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
7180	Business Services	\$ 4,610.03	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
7210	Subscriptions	\$ 377.34	\$ 360.00	\$ 480.00	\$ 480.00	\$ 480.00
7310	Rents & Leases Equip	\$ 13,195.74	\$ 15,600.00	\$ 16,200.00	\$ 16,200.00	\$ 16,200.00
7440	Sporting Goods	\$ 2,187.88	\$ 2,000.00	\$ 2,016.00	\$ 2,016.00	\$ 2,016.00
7500	Small Tools	\$ 8,892.14	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
7510	Safety Supplies	\$ 1,816.00	\$ 2,604.00	\$ -	\$ -	\$ -
7610	Uniform Allowance	\$ 7,558.98	\$ 6,880.00	\$ 7,650.00	\$ 7,650.00	\$ 7,650.00
7620	Safety Clothing	\$ 3,647.94	\$ 3,150.00	\$ 6,054.00	\$ 6,054.00	\$ 6,054.00
7710	Conference&Seminar Sta	\$ 1,310.13	\$ 3,830.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
7720	Conference&Seminar Tra	\$ -	\$ 2,321.00	\$ 331.00	\$ 331.00	\$ 331.00
7730	Private Vehicle Mileage	\$ -	\$ 324.00	\$ -	\$ -	\$ -
7810	Utilities Gas	\$ 23,669.57	\$ 25,831.00	\$ 27,488.00	\$ 27,488.00	\$ 27,488.00

**General Ledger
410 Parks
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
7820	Utilities Water	\$ 727,730.32	\$ 757,200.00	\$ 806,188.00	\$ 806,188.00	\$ 816,188.00
7830	Utilities Electric	\$ 195,887.57	\$ 226,374.00	\$ 237,062.00	\$ 237,062.00	\$ 237,062.00
7840	Airport Assessment Exp	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
7920	Meals for Staff Training	\$ 171.95	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
7930	Employee Morale	\$ 493.87	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
	Services and Supplies	\$ 1,422,850.48	\$ 1,519,694.00	\$ 1,577,474.00	\$ 1,577,474.00	\$ 1,597,474.00
	Capital					
8400	Capital	\$ 3,654.38	\$ -	\$ 307,000.00	\$ 307,000.00	\$ 396,400.00
8403	HCF Grant Trails	\$ 29.48	\$ -	\$ -	\$ -	\$ -
8408	Eston Street Tree Remova	\$ 13,500.00	\$ -	\$ -	\$ -	\$ -
8409	Cam Grove Park	\$ 174,175.00	\$ -	\$ -	\$ -	\$ -
8410	Playground Equipment	\$ 550.00	\$ -	\$ -	\$ -	\$ -
8423	Bob Kildee Parking Lot	\$ 9,377.92	\$ 150,000.00	\$ -	\$ -	\$ -
8424	PV Fields Parking Lot	\$ 14,361.00	\$ 15,000.00	\$ -	\$ -	\$ -
8425	Hardwalls GM/HR Office	\$ 4,706.87	\$ -	\$ -	\$ -	\$ -
8426	Charter Oak Windrow	\$ 6,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
8427	Cam Grove Parking Lot	\$ 174,175.00	\$ -	\$ -	\$ -	\$ -
8429	Bob Kildee PournPlay	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
8430	Cam Grve Dog PkArtifica	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
8431	Shop DriveWay	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -
8432	Freedom Pk Baseball Flds	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
8433	Aquatics Tankless Wtr H	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -
8434	Auditorium Patio	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -
8435	Auditorium Restroom Repl	\$ -	\$ 65,000.00	\$ -	\$ -	\$ -
8436	Springville Dog Park Wal	\$ -	\$ 81,000.00	\$ -	\$ -	\$ -
8437	Bob Kildee Pavilion Repl	\$ -	\$ 38,000.00	\$ -	\$ -	\$ -
8438	Mission Oaks Roof	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
8439	Auditorium Ducting/Repl	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
8440	Office Design/Carpet/Ser	\$ -	\$ 53,000.00	\$ -	\$ -	\$ -
8441	Admin Bldg Roofs #6,#7,	\$ -	\$ 125,000.00	\$ -	\$ -	\$ -
8443	Pickle Ball CtsPaint/Repa	\$ -	\$ 68,400.00	\$ -	\$ -	\$ -
	Capital	\$ 400,529.65	\$ 804,400.00	\$ 307,000.00	\$ 307,000.00	\$ 396,400.00
	Revenue Total	\$ 413,719.92	\$ 346,901.00	\$ 400,162.00	\$ 400,162.00	\$ 400,162.00
	Expense Total	\$ 3,127,948.62	\$ 3,464,283.00	\$ 3,719,842.00	\$ 3,719,842.00	\$ 3,774,583.00
	Rev over Exp	\$ (2,714,228.70)	\$ (3,117,382.00)	\$ (3,319,680.00)	\$ (3,319,680.00)	\$ (3,374,421.00)
	Total Exp w/Capital	\$ 3,528,478.27	\$ 4,268,683.00	\$ 4,026,842.00	\$ 4,026,842.00	\$ 4,170,983.00

General Ledger
503 Recreation Admin
Fiscal Year 2018-2019

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5510	Contract ClassesPublic Fees	\$ 27,302.30	\$ -	\$ -	\$ -	\$ -
5511	Public Fees	\$ -	\$ 14,850.00	\$ 14,950.00	\$ 14,950.00	\$ 14,950.00
5555	Activity Guide Revenue	\$ 14,665.00	\$ 8,800.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
5561	Special Event	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
5563	Staffing Cost Recovery	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
5564	Special Event Permits	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5570	Donations	\$ 6,011.00	\$ 6,400.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
5573	Scholarships	\$ 41.15	\$ -	\$ -	\$ -	\$ -
5575	Other/Purchase Discount Taken	\$ 1,302.25	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 49,321.70	\$ 30,050.00	\$ 67,950.00	\$ 67,950.00	\$ 67,950.00
	Expense					
6100	Full Time Salaries	\$ 143,814.97	\$ 145,044.00	\$ 141,174.00	\$ 141,174.00	\$ 143,863.00
6101	Overtime Salaries	\$ -	\$ 1,297.00	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 1,147.01	\$ 1,320.00	\$ 780.00	\$ 780.00	\$ 780.00
6110	PartTime Salaries	\$ 14,443.49	\$ 22,235.00	\$ 32,747.00	\$ 32,747.00	\$ 32,747.00
6120	Retirement	\$ 22,718.36	\$ 25,692.00	\$ 23,127.00	\$ 23,127.00	\$ 23,517.00
6121	457 Pension	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 15,685.56	\$ 20,022.00	\$ 19,055.00	\$ 19,055.00	\$ 19,055.00
6140	Workers Compensation	\$ 3,615.82	\$ 3,680.00	\$ 4,392.00	\$ 4,392.00	\$ 4,452.00
	Personnel	\$ 201,425.21	\$ 219,790.00	\$ 221,275.00	\$ 221,275.00	\$ 224,414.00
6320	Janitorial Supplies	\$ -	\$ 50.00	\$ -	\$ -	\$ -
6330	Kitchen Supplies	\$ 80.23	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
6340	Food Supplies	\$ 3,981.22	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
6360	Laundry/Wash Service	\$ -	\$ 500.00	\$ 200.00	\$ 200.00	\$ 200.00
6530	Office Equipment Maintenance	\$ -	\$ 300.00	\$ -	\$ -	\$ -
6740	Rubbish & Refuse	\$ 438.46	\$ -	\$ -	\$ -	\$ -
6810	Memberships	\$ -	\$ 600.00	\$ 100.00	\$ 100.00	\$ 100.00
6910	Office Supplies	\$ 3,999.62	\$ 2,900.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
6920	Postage Expense	\$ 14,272.86	\$ 20,550.00	\$ 25,300.00	\$ 25,300.00	\$ 25,300.00
6930	Advertising Expense	\$ 9,461.20	\$ 10,192.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
7020	Fire & Safety Insp Fees	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7030	Permit & Licensing Fees	\$ 1,326.21	\$ 2,150.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
7040	State License Fee	\$ -	\$ -	\$ -	\$ -	\$ -
7100	Professional Services	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7110	Legal Services	\$ -	\$ -	\$ -	\$ -	\$ -
7115	Typeset and Print Services	\$ 53,135.76	\$ 49,247.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
7120	Instructor Services	\$ 24.01	\$ -	\$ -	\$ -	\$ -
7150	Security Services	\$ 200.00	\$ -	\$ -	\$ -	\$ -
7160	Entertainment Services	\$ 874.00	\$ 1,850.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
7180	Business Services	\$ 5,624.05	\$ 500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
7310	Rents & Leases Equip	\$ 5,565.26	\$ 5,610.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
7320	Bldg/Field Leases & Rental	\$ 75.00	\$ 75.00	\$ 120.00	\$ 120.00	\$ 120.00
7410	Event Supplies	\$ 13.95	\$ -	\$ -	\$ -	\$ -
7420	Supplies	\$ 4,892.09	\$ 6,200.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
7450	Arts and Craft Supplies	\$ 935.95	\$ 2,650.00	\$ -	\$ -	\$ -
7460	Training Supplies	\$ -	\$ 300.00	\$ -	\$ -	\$ -
7510	Safety Supplies	\$ -	\$ 500.00	\$ 300.00	\$ 300.00	\$ 300.00
7610	Uniform Allowance	\$ 2,021.82	\$ 1,848.00	\$ 950.00	\$ 950.00	\$ 950.00
7710	Conference&Seminar Staff	\$ 318.00	\$ 2,330.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00
7720	Conference&Seminar Travel Exp	\$ 541.07	\$ 3,351.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
7730	Private Vehicle Mileage	\$ 415.23	\$ 702.00	\$ 676.00	\$ 676.00	\$ 676.00
7740	Transportation Charges	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 300.00
7910	Awards and Certificates	\$ 1,544.64	\$ 1,200.00	\$ 880.00	\$ 880.00	\$ 880.00
7920	Meals for Staff Training	\$ 254.97	\$ 200.00	\$ 500.00	\$ 500.00	\$ 500.00
7930	Employee Morale	\$ -	\$ 6,784.00	\$ 250.00	\$ 250.00	\$ 250.00
	Services and Supplies	\$ 110,395.60	\$ 125,289.00	\$ 140,776.00	\$ 140,776.00	\$ 140,776.00
Revenue Total		\$ 49,321.70	\$ 30,050.00	\$ 67,950.00	\$ 67,950.00	\$ 67,950.00

General Ledger
503 Recreation Admin
Fiscal Year 2018-2019

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
Expense Total		\$ 311,820.81	\$ 345,079.00	\$ 362,051.00	\$ 362,051.00	\$ 365,190.00
Rev over Exp		\$ (262,499.11)	\$ (315,029.00)	\$ (294,101.00)	\$ (294,101.00)	\$ (297,240.00)

General Ledger
505 Administration
Fiscal Year 2018-2019

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5530	Rental	\$ 480.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
5565	Gain/(Loss) LAIF Invest	\$ 1,928.56	\$ -	\$ -	\$ -	\$ -
5575	Other/Purchase Discoun	\$ 43,102.50	\$ 42,000.00	\$ 43,020.00	\$ 43,020.00	\$ 43,020.00
5580	Cash Over/Under	\$ 75.00	\$ -	\$ -	\$ -	\$ -
5585	Incentive Income	\$ -	\$ 1,740.00	\$ -	\$ -	\$ -
	Revenue	\$ 41,728.94	\$ 53,740.00	\$ 48,020.00	\$ 48,020.00	\$ 48,020.00
	Expense					
6100	Full Time Salaries	\$ 552,166.42	\$ 559,628.00	\$ 570,717.00	\$ 570,717.00	\$ 578,810.00
6101	Overtime Salaries	\$ 971.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
6105	Car Allowance	\$ 6,025.57	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
6108	Cell Phone Allowance	\$ 2,344.90	\$ 2,340.00	\$ 2,340.00	\$ 2,340.00	\$ 2,340.00
6110	PartTime Salaries	\$ 41,117.63	\$ 94,873.00	\$ 95,293.00	\$ 95,293.00	\$ 96,169.00
6120	Retirement	\$ 80,623.61	\$ 93,114.00	\$ 96,957.00	\$ 96,957.00	\$ 98,340.00
6130	Employee Insurance	\$ 50,038.63	\$ 75,863.00	\$ 74,274.00	\$ 74,274.00	\$ 74,274.00
6140	Workers Compensation	\$ 5,870.28	\$ 6,104.00	\$ 6,028.00	\$ 6,028.00	\$ 6,065.00
6150	Unemployment Insuranc	\$ 3,348.33	\$ 9,000.00	\$ -	\$ -	\$ -
6160	Loan Pension Obligatio	\$ 36,920.16	\$ 238,043.00	\$ 243,610.00	\$ 243,610.00	\$ 243,610.00
6161	OPEB Expense	\$ 24,567.00	\$ 5,000.00	\$ -	\$ -	\$ -
6170	PERS Unfunded Liabili	\$ 201,847.92	\$ 245,195.00	\$ 318,714.00	\$ 318,714.00	\$ 318,714.00
	Personnel	\$ 1,005,841.45	\$ 1,335,910.00	\$ 1,414,683.00	\$ 1,414,683.00	\$ 1,425,072.00
6210	Telephone	\$ 6,102.13	\$ 9,936.00	\$ 9,936.00	\$ 9,936.00	\$ 9,936.00
6220	Internet Services	\$ 25,267.75	\$ 33,882.00	\$ 36,882.00	\$ 36,882.00	\$ 40,258.00
6350	Water Maint & Service	\$ 748.70	\$ 900.00	\$ 600.00	\$ 600.00	\$ 600.00
6410	Insurance Liability	\$ 87,921.00	\$ 100,434.00	\$ 111,732.00	\$ 111,732.00	\$ 111,732.00
6530	Office Equipment Maint	\$ 160.59	\$ -	\$ -	\$ -	\$ -
6540	Computer Equip Mainte	\$ 2,244.85	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
6725	Park Signage (Branding)	\$ 28,082.57	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
6810	Memberships	\$ 12,539.50	\$ 12,215.00	\$ 12,780.00	\$ 12,780.00	\$ 12,780.00
6910	Office Supplies	\$ 7,402.28	\$ 11,764.00	\$ 12,034.00	\$ 12,034.00	\$ 12,034.00
6920	Postage Expense	\$ 4,274.04	\$ 5,360.00	\$ 5,380.00	\$ 5,380.00	\$ 5,380.00
6930	Advertising Expense	\$ 1,214.64	\$ 1,740.00	\$ 1,740.00	\$ 1,740.00	\$ 1,740.00
6940	Printing Charges	\$ 12,399.47	\$ 17,683.00	\$ 11,348.00	\$ 11,348.00	\$ 11,348.00
6950	Bank & ActiveNet Char	\$ 54,589.05	\$ 45,990.00	\$ 55,758.00	\$ 55,758.00	\$ 55,758.00
6960	Approp Redev/Collectio	\$ 325,906.93	\$ 374,070.00	\$ 399,740.00	\$ 399,740.00	\$ 399,740.00
6970	COI COP's	\$ 281,273.19	\$ -	\$ -	\$ -	\$ -
6980	Minor Furn Fixture & E	\$ 1,795.05	\$ 1,233.00	\$ 1,233.00	\$ 1,233.00	\$ 1,233.00
6990	Comp Hardware/Softwa	\$ 8,253.20	\$ 13,364.00	\$ 13,264.00	\$ 13,264.00	\$ 13,264.00
7010	Fingerprint Fees (HR)	\$ 2,389.00	\$ 2,440.00	\$ 2,440.00	\$ 2,440.00	\$ 2,440.00
7110	Legal Services	\$ 39,770.53	\$ 69,150.00	\$ 69,150.00	\$ 69,150.00	\$ 69,150.00
7120	Instructor Services	\$ 702.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
7125	PERS Admin Fees	\$ 1,340.33	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00
7130	Audit Services	\$ 16,240.00	\$ 22,260.00	\$ 17,260.00	\$ 17,260.00	\$ 17,260.00
7140	Medical & Health Srvc	\$ 3,965.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
7150	Security Services	\$ 4,719.84	\$ 3,600.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
7160	Entertainment Services	\$ 1,087.09	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7180	Business Services	\$ 37,084.58	\$ 52,790.00	\$ 70,550.00	\$ 70,550.00	\$ 70,550.00
7210	Subscriptions	\$ 2,019.14	\$ 3,138.00	\$ 3,138.00	\$ 3,138.00	\$ 3,138.00
7460	Training Supplies	\$ 199.00	\$ 1,295.00	\$ 800.00	\$ 800.00	\$ 800.00
7510	Safety Supplies	\$ 125.00	\$ 1,200.00	\$ 600.00	\$ 600.00	\$ 600.00
7610	Uniform Allowance	\$ 591.15	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
7710	Conference&Seminar St	\$ 2,807.68	\$ 11,310.00	\$ 11,305.00	\$ 11,305.00	\$ 11,305.00
7715	Conference&Seminar Bo	\$ 1,237.47	\$ 2,240.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
7720	Conference&Seminar Tr	\$ 3,919.76	\$ 4,190.00	\$ 6,130.00	\$ 6,130.00	\$ 6,130.00
7725	Out of Town Travel Boa	\$ 2,857.10	\$ 6,615.00	\$ 7,085.00	\$ 7,085.00	\$ 7,085.00
7730	Private Vehicle Mileage	\$ 832.36	\$ 451.00	\$ 454.00	\$ 454.00	\$ 454.00
7740	Transportation Charges	\$ 29.05	\$ 750.00	\$ 810.00	\$ 810.00	\$ 810.00
7910	Awards and Certificates	\$ 567.24	\$ 910.00	\$ 910.00	\$ 910.00	\$ 910.00
7920	Meals for Staff Training	\$ 1,557.10	\$ 1,810.00	\$ 1,810.00	\$ 1,810.00	\$ 1,810.00
7930	Employee Morale	\$ 849.44	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00

**General Ledger
505 Administration
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
7970	Reserve Vehicle Fleet	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
7971	Reserve Computer Fleet	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7972	Reserve Designated Proj	\$ 30,000.00	\$ 20,000.00	\$ -	\$ -	\$ -
7973	Reserve Dry Period	\$ 91,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
7975	Reserve Repair/Oper/Ad	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00
	Services and Supplies	\$ 1,106,064.80	\$ 975,670.00	\$ 1,023,799.00	\$ 1,023,799.00	\$ 1,037,175.00
	Capital					
8400	Capital	\$ 5,999.50	\$ -	\$ -	\$ -	\$ -
8420	Equip/Facility Replacem	\$ 9,981.26	\$ -	\$ -	\$ -	\$ -
8421	Telephone System	\$ 11,209.49	\$ -	\$ -	\$ -	\$ -
8422	Needs Assessment	\$ 211.90	\$ 68,790.00	\$ -	\$ -	\$ -
	Capital	\$ 27,402.15	\$ 68,790.00	\$ -	\$ -	\$ -
Revenue Total		\$ 41,728.94	\$ 53,740.00	\$ 48,020.00	\$ 48,020.00	\$ 48,020.00
Expense Total		\$ 2,111,906.25	\$ 2,311,580.00	\$ 2,438,482.00	\$ 2,438,482.00	\$ 2,462,247.00
Rev over Exp		\$ (2,070,177.31)	\$ (2,257,840.00)	\$ (2,390,462.00)	\$ (2,390,462.00)	\$ (2,414,227.00)
Expenses w/Capital		\$ 2,139,308.40	\$ 2,380,370.00	\$ 2,438,482.00	\$ 2,438,482.00	\$ 2,462,247.00

**General Ledger
Fund 20 Assessment District
Fiscal Year 2018-2019**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
5310	Interest Earnings	\$ 275.61	\$ 389.00	\$ 275.00	\$ 275.00	\$ 275.00
5500	Assessment Revenue	\$ 1,061,718.64	\$ 1,072,301.00	\$ 1,104,470.00	\$ 1,104,470.00	\$ 1,108,778.00
	Revenue	\$ 1,061,994.25	\$ 1,072,690.00	\$ 1,104,745.00	\$ 1,104,745.00	\$ 1,109,053.00
	Expense					
6100	Full Time Salaries	\$ 93,593.62	\$ 82,212.00	\$ 20,905.00	\$ 20,905.00	\$ 21,232.00
6105	Car Allowance	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 975.00	\$ -	\$ -	\$ -	\$ -
6120	Retirement	\$ 16,521.11	\$ 14,563.00	\$ 3,694.00	\$ 3,694.00	\$ 3,752.00
6130	Employee Insurance	\$ 13,302.76	\$ 14,910.00	\$ 3,707.00	\$ 3,707.00	\$ 3,707.00
6140	Workers Compensation	\$ 8,885.89	\$ 8,695.00	\$ 1,994.00	\$ 1,994.00	\$ 2,026.00
	Personnel	\$ 134,478.38	\$ 120,380.00	\$ 30,300.00	\$ 30,300.00	\$ 30,717.00
6709	Incidental Costs Assess	\$ 15,610.13	\$ 29,204.00	\$ 31,606.00	\$ 31,606.00	\$ 31,660.00
6719	Tree Care Assess	\$ -	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
6720	Contracted LS Services	\$ 396,911.23	\$ 440,736.00	\$ 473,568.00	\$ 473,568.00	\$ 473,568.00
6722	Park Amenities Assess	\$ -	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
6950	Bank & ActiveNet Cha	\$ 104.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
6960	Approp Redev/Collecti	\$ 2,516.64	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
7180	Business Services	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
7950	COP Debt PV Fields	\$ 400,212.12	\$ 392,859.00	\$ 511,409.00	\$ 511,409.00	\$ 511,409.00
	Expense	\$ 820,354.12	\$ 950,359.00	\$ 1,074,143.00	\$ 1,074,143.00	\$ 1,074,197.00
	Revenue Total	\$ 1,061,994.25	\$ 1,072,690.00	\$ 1,104,745.00	\$ 1,104,745.00	\$ 1,109,053.00
	Expense Total	\$ 954,832.50	\$ 1,070,739.00	\$ 1,104,443.00	\$ 1,104,443.00	\$ 1,104,914.00
	Rev over Exp	\$ 107,161.75	\$ 1,951.00	\$ 302.00	\$ 302.00	\$ 4,139.00

General Ledger
Fund 30 Quimby Funds
Fiscal Year 2018-2019

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved
	Revenue					
1500	Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ -	\$ -	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00
5320	MBS Interest Ear	\$ -	\$ -	\$ -	\$ -	\$ -
5400	Park DedicationF	\$ -	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ -	\$ -	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00
	Expense					
6950	Bank & ActiveN	\$ -	\$ -	\$ -	\$ -	\$ -
	Expense	\$ -	\$ -	\$ -	\$ -	\$ -
	Capital					
8400	Capital	\$ -	\$ -	\$ 825,000.00	\$ 825,000.00	\$ 895,600.00
	Capital	\$ -	\$ -	\$ 825,000.00	\$ 825,000.00	\$ 895,600.00
	Revenue Total	\$ -	\$ -	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00
	Expense Total	\$ -	\$ -	\$ -	\$ -	\$ -
	Grand Total	\$ -	\$ -	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00
	Expense w/Capital	\$ -	\$ -	\$ 825,000.00	\$ 825,000.00	\$ 895,600.00

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

TO: BOARD OF DIRECTORS

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

DATE: June 6, 2018

**SUBJECT: INTRODUCTION OF ORDINANCE NO. 9, AN
AMENDMENT TO SECTION 234 OF ORDINANCE NO.
8, GOVERNING THE USE OF PARKS, RECREATION
AREAS AND FACILITIES**

RECOMMENDATION

It is recommended that the Board review and introduce Ordinance No. 9, amending Section 234 of Ordinance No. 8 by:

1. Requesting a MOTION to read the complete Ordinance No. 9 title – *Ordinance No. 9, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article 2 Section 234 of Ordinance No. 8 (as Amended January 2018) Regulating the Use of the District Skate Park* and to waive further reading;
2. And then Consider a MOTION to Approve the introduction and first reading of the District's *Ordinance No. 9, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article 2 Section 234 of Ordinance No. 8 (as Amended January 2018) Regulating the Use of the District Skate Park*.

BACKGROUND

As the District evolved, ordinances were developed to control the use of District facilities. The ordinances provided language for all aspects of the use of parks and facilities. Initially, ordinance numbers one through six, were each maintained as separate documents. As of October 2008, ordinances 1, 2, 5, 6A, and 7 were consolidated by staff and legal counsel to create Ordinance No. 8.

As the District's needs have evolved, Ordinance No. 8 has been amended several times over the past ten years. Initially amended in May 2010, the Ordinance was further updated in April 2011, June 2015, and again in January of 2018 to the version currently in use today.

ANALYSIS

At the May 2, 2018 board meeting, the Board of Directors approved an operational change to the skate park. The District is in the process of removing daily staffing requirements, approving new hours of operation, and discontinuing the sale of skate park passes.

Due to these changes the District needs to amend Section 234 – Skate Park Regulations to include:

1. Add verbiage to include other wheeled recreational devices which means non-motorized bicycles, scooters, or wheelchairs.

2. Riding of the skateboard or other wheeled recreational device for stunt, trick, or luge riding constitutes a “hazardous recreational activity,” as defined by Section 831.7 of the Government Code.
3. Any user not wearing a helmet, elbow pads, and knee pads are subject to a citation under the ordinance (H&S Code Section 115800(b)(1)).

FISCAL IMPACT

There is no fiscal impact associated with this action at this time, however the District could see an approximate net cost-savings of \$15,000 per year by discontinuing daily staffing of the skate park.

RECOMMENDATION

It is recommended that the Board review and introduce Ordinance No. 9, amending Section 234 of Ordinance No. 8 by:

1. Requesting a MOTION to read the complete Ordinance No. 9 title – *Ordinance No. 9, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article 2 Section 234 of Ordinance No. 8 (as Amended January 2018) Regulating the Use of the District Skate Park* and to waive further reading;
2. And then Consider a MOTION to Approve the introduction and first reading of the District’s *Ordinance No. 9, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article 2 Section 234 of Ordinance No. 8 (as Amended January 2018) Regulating the Use of the District Skate Park*.

ATTACHMENTS

- 1) Amended Section 234 of Ordinance No. 8 (1 page)
- 2) Ordinance No. 9 (2 pages)

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

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

With respect to ~~any the Skate Park facility provided owned and operated~~ by the District for ~~skateboarding or "other wheeled recreational devices" which means non-motorized bicycles, scooters, skateboarding, in-line skating, or roller skates, or wheelchairsing:~~

- a. ~~Riding of the skateboard or other wheeled recreational device for stunt, triuck, or luge riding constitutes a "hazardous recreational activity," as defined by Section 831.7 of the Government Code.~~
- a.b. ~~No ~~person-user~~ shall use skateboard, in-line skate, or roller skate on or within District skate parking facilityies without wearing a helmet, elbow pads, and knee pads. Any ~~person-notuser~~ not wearing a helmet, elbow pads, and knee pads are subject to a citation under the ordinance (H&S Code Section 115800(b)(1).~~
- b.c. ~~Skateboarding, in-line skating, roller skating, scooters, bicycles, wheelchairs, or similar non-motorized devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.~~
- e.d. ~~No smoking is permitted on District property. No alcohol is allowed within 50 feet, of any facility provided for skateboarding, in-line skating, roller skating, scooters, bicycles, wheelchairs, or similar non-motorized devicesskateboarding, in-line skating, or roller skating.~~
- e. ~~No glass beverage containers or food are allowed within the skating facility.~~
- d.f. ~~Users must be 12 years of age or older (H&S Code section 115800(e)(1)(A).~~

~~Users of skateboards or other wheeled recreational devices shall at all times yield to pedestrians. No person shall skateboard or use other wheeled recreational device in any area where signs are posted, or known to have been posted, prohibiting such activity.~~

SECTION 235- DOG PARK RULES AND REGULATIONS

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

ORDINANCE NO. 9

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AMENDING ARTICLE 2 SECTION 234 OF ORDINANCE NO. 8 (AS AMENDED JANUARY 2018) REGULATING THE USE OF THE DISTRICT SKATE PARK

THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDAINS AS FOLLOWS:

SECTION 1. - SECTION 234 OF PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDINANCE NO. 8, IS AMENDED TO READ IN ITS ENTIRETY, AS FOLLOWS:

“With respect to the Skate Park facility owned and operated by the District for skateboarding or “other wheeled recreational devices” which means non-motorized bicycles, scooters, in-line skates, roller skates, or wheelchairs:

- a. Riding of the skateboard or other wheeled recreational device for stunt, trick, or luge riding constitutes a “hazardous recreational activity,” as defined by Section 831.7 of the Government Code.
- b. No user shall use the District skate park facility without wearing a helmet, elbow pads, and knee pads. Any user not wearing a helmet, elbow pads, and knee pads are subject to a citation under the ordinance (H&S Code Section 115800(b)(1)).
- c. Skateboarding, in-line skating, roller skating, scooters, bicycles, wheelchairs, or similar non-motorized devices are permitted only at designated District facilities. Any device not specifically listed is prohibited.
- d. No smoking is permitted on District property. No alcohol is allowed within 50 feet, of any facility provided for skateboarding, in-line skating, roller skating, scooters, bicycles, wheelchairs, or similar non-motorized devices.
- e. No glass beverage containers or food are allowed within the skating facility.
- f. Users must be 12 years of age or older (H&S Code section 115800(e)(1)(A)).

Users of skateboards or other wheeled recreational devices shall at all times yield to pedestrians. No person shall skateboard or use other wheeled recreational device in any area where signs are posted, or known to have been posted, prohibiting such activity.

SECTION 2. - EFFECTIVE DATE

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

SECTION 3. - PUBLICATION AND POSTING

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

PASSED AND ADOPTED this ____ day of _____, 2018, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Mark Malloy, Chairman, Board of Directors
Pleasant Valley Recreation and Park District

ATTESTED:

Elaine Magner, Secretary, Board of Directors
Pleasant Valley Recreation and Park District

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Supervisor

DATE: June 6, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR THE PARKS MAINTENANCE YARD DRIVEWAY**

RECOMMENDATION

It is recommended that the Board approve and authorize the General Manager to enter into an agreement with Civic Construction Associates to replace the asphalt driveway with a concrete driveway in the amount of \$33,205.

BACKGROUND

This Capital Improvement Project was identified in the FY 2017/2018 budget workshops and funded with the approval of the 2017/18 budget. The Board appropriated capital funds in the amount of \$35,000 to replace the asphalt driveway with a concrete driveway.

The District developed Freedom Park in 1976 with 33.9 acres and built the maintenance yard the following year in 1977. The maintenance yard driveway was built over the top of the underground fuel tank. Those tanks eventually deteriorated and were removed but caused damage to the driveway due to the corresponding fuel leak. As with most asphalt, it deteriorates quicker when not kept on a reoccurring maintenance schedule. There is approximately 5,200 square feet of surface area located at the maintenance yard which needs to be removed.

In September of 2017, staff sent out an RFP (Request for Proposal) and six companies came to the mandatory job walk which was held on September 26, 2017. Of the six (6) companies that were solicited for bids, only three (3) submitted bids with the low bidder being Toro Enterprises in the amount of \$44,420.

At the November 2017 regular board meeting, staff recommended the Board accept the bid proposal from Toro Enterprise; however, the lowest bid was \$9,500 more than the allocated funds for the project. The Board collectively agreed to reject all bids and directed staff to amend the scope of the project to better align with the funds allocated for this project

In response to the Board's direction from previous meetings, staff reduced the project scope to replace approximately 3,900 square feet of asphalt / concrete surface area located at the maintenance with 2,700 sq. ft. of 4-inch-thick concrete with a 6-inch aggregate subbase and approximately another 1,200 square feet of concrete that would require a minimum thickness of 6 inch of concrete with a 6-inch aggregate subbase.

In April, staff sent out an RFP (Request for Proposal) again per the Board's direction and six companies came to the mandatory job walk which was held on April 24, 2018. Of the six (6) companies that were solicited for bids, five (5) submitted bids with the low bidder being Civic Construction Associates in the amount of \$33,205.

ANALYSIS

On May 10, 2018 at 2:00 p.m. the RFP's (Requests for Proposals) bids were due. Bids ranged from \$33,205 to \$46,980.

	Civic Construction Associates	Draper Construction	Graham Construction	Hughes General Engineering	J Cardenas Inc.
Base bid	\$33,205.00	\$45,480.00	\$46,079.00	\$46,605.00	\$46,980.00
Alt bid 1A All concrete @6"depth	\$33,205.00	\$47,580.00	\$50,669.00	\$53,399.00	\$48,870.00

The District allocated \$35,000 from Capital funds for this project and the low bid came in \$1,795.00 less than the amount allocated. The low bid received from Civic Construction meets all the required specifications. Recommendation for an award is based on the base bid. Civic Construction Associates is a qualified Contractor, with a General Engineering Contractor license class A and has performed projects of similar size and scope including the following projects: City of Camarillo, City of Simi Valley, Swinerton Builders and the City of Ventura Housing.

FISCAL IMPACT

The District allocated \$35,000 from Capital funds for this project; these funds were designated in the FY 2017-2018 budget.

RECOMMENDATION

It is recommended that the Board of Directors approve and authorize the General Manager to enter into an agreement with Civic Construction Associates to replace the asphalt driveway with a concrete driveway in the amount of \$33,205.

ATTACHMENT

- 1) Bid Abstract (1 page)
- 2) Contract Documents (80 pages)

Pleasant Valley Recreation and Park District		Shop Driveway					
Date:	May 18, 2018						
Prepared By:	Matthew Parker						
Company:		Civic Cons.	Draper Cons.	Graham Cons.	Hughes Eng.	JCI	
Phone Number:	(805)760-3596	(805)760-3596	(818)535-0026	(661)433-4390	(805)901-9620	(760)955-8441	
Fax Number:	N/A	N/A	(805)531-0479	N/A	N/A	N/A	
City:	Camarillo	Camarillo	Somis	Lancaster	Camarillo	Victorville	
Quoted By:	Albert Weigand	Albert Weigand	Rob Draper	Jeff Graham	Ryan Hughes	Javier Cardenas	
Payment Terms:							
License Number		994455	531428	532809	644816	1007814	
Availability (in days):							
Proposal Complete							
		Civic Cons.	Draper Cons.	Graham Cons.	Hughes Eng.	JCI	
Base bid		\$33,205.00	\$45,480.00	\$46,079.00	\$46,605.00	\$46,980.00	
Alt bid 1A		\$33,205.00	\$47,580.00	\$50,669.00	\$53,399.00	\$48,870.00	
6" Concrete Throughout							

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

FISCAL YEAR 2017-2018

SD-2018-1

BID OPENING: April 10, 2018

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

FISCAL YEAR 2017-2018

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

RCE _____

PLEASANT VALLEY RECREATION & PARK DISTRICT
PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

FISCAL YEAR 2017-2018

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

FOR THE

**PARKS MAINTENANCE YARD DRIVEWAY PROJECT
SD-2018-1**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, CA 93010, up to the hour of 2:00 P.M., May 10, 2018, at which time they will be publicly opened and read aloud in the Administrative Conference Room, Camarillo, California, for performing the following work:

**PARKS MAINTENANCE YARD DRIVEWAY PROJECT
SD-2018-1**

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

The words "PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SPEC. NO. SD-2108-1" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting Tuesday /April 24, 2018, at 9:00 A.M., located at 380 Skyway Drive Camarillo, CA 93010.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to **PARKS MAINTENANCE YARD DRIVEWAY PROJECT**. The work will take place at 380 Skyway Drive in Camarillo, California 93010, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER ESTIMATE FOR THIS PROJECT IS: \$35,000.

COMPLETION OF WORK: All work to be done under this contract shall be completed within Twenty (10) consecutive working days, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

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

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

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

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

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

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

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

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A, B or C-8" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on April 24, 2018 commencing at 9:00 am, Park's shop maintenance yard located at **380 Skyway Drive Camarillo, CA 93010**.

BID QUESTIONS: All bid questions shall be submitted by email to Bob Cerasuolo, at bobc@pvrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on April 24, 2018 commencing at 9:00 am, located at 380 Skyway Drive Camarillo, CA. **BID REGISTRATION FOR PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **ten (10) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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

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

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design

Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the project.

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

Other provisions or requirements

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

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

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

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

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

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

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage

Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

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

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

FISCAL YEAR 2017-2018

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
PARKS MAINTENANCE YARD DRIVEWAY PROJECT**

SD-2018-1

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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


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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1", for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
PARKS MAINTENANCE YARD DRIVEWAY PROJECT
SD-2018-1

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Remove all marked asphalt and concrete to sub-grade	3,900 sq ft	1			This item may be deducted if PVRPD in-house staff removes asphalt and concrete
2.	Grade and compact road base to 90% compaction	3,900 sq ft	1			
3.	3000 PSI concrete @ 6" depth to include re-bar per specs	1,200 sq ft	1			
4.	3000 PSI concrete @ 4" depth to include re-bar per specs	2,700 sq ft	1			
5.	Expansion joint material	fill in quantity	1 ft			
6.	 ALTERNATIVE BID ITEMS BELOW					
7.	3000 PSI concrete @ 6" depth to include re-bar per specs	3,900 sq ft	1			Alt- Bid 1 All concrete @ 6" depth
8.	Additional 3000 PSI concrete @ 4" depth to include re-bar per specs	50-250 sq ft	1 sq ft			Alt Bid additional concrete
9.	Additional 3000 PSI concrete @ 4" depth to include re-bar per specs	251-500 sq ft	1 sq ft			Alt Bid additional concrete
10.	Additional 3000 PSI concrete @ 4" depth to include re-bar per spec	501-1000 sq ft	1 sq ft			Alt Bid additional concrete
11.	Additional 3000 PSI concrete @ 6" depth to include re-bar per spec	50-250 sq ft	1 sq ft			Alt Bid additional concrete
12.	Additional 3000 PSI concrete @ 6" depth to include re-bar per spec	251-500 sq ft	1 sq ft			Alt Bid additional concrete
13.	Additional 3000 PSI concrete @ 6" depth to include re-bar per spec	501-1000 sq ft	1 sq ft			Alt Bid additional concrete
14.	Reinforcement bar doweling to existing concrete	ALL	1				Alt Bid per bid walk discussion
15.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES (Total of extended totals of items 1-5)					\$	
TOTAL BID AMOUNT IN WORDS _____						

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we _____
as Principal, hereinafter referred to as "Contractor" and _____
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of _____
Dollars (\$ _____), for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. The conditions of
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached
hereto and hereby made a part hereof, to enter into a contract in writing for the _____

and will furnish all required certificates of insurance and bonds as required by the Contract.

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

(6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

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

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

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

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

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

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

Date of Inspection: _____

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

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

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

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

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title **Name of Firm**

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address **City** **State** **Zip Code**

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

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].

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and _____ hereinafter referred to as the "**Contractor**".

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

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

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

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

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

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

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

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

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

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

Dated _____, 2017

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 20__

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1;**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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

PRINCIPAL

SURETY

Address of Surety: _____

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

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

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

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

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

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

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

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

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of

such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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

_____ CONTRACTOR _____ SURETY

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860

, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

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

LOCATION OF WORK: The work will take place at 380 Skyway Dr. in Camarillo, California.

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

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

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

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

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Project Manager, incurred by the District, for which the Contractor is liable under the contract.

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

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

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

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

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

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

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

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

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

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

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

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

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

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

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

FISCAL YEAR 2017-2018

1. GENERAL

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

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

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

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

C. SCOPE AND CONTROL OF THE WORK:

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

2.5 PLANS AND SPECIFICATIONS

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

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

2-5.4 Record Drawings.

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

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

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

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within Ten (10) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

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

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

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

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

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

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

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

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

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

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[3] When the Project Manager determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Project Manager formally accept the contract, and immediately upon and after such

acceptance by the Project Manager, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Project Manager.

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

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

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

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

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

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

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

After acceptance of the work by the Project Manager, the Project Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in

excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. CHANGES IN WORK:

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

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

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

Such repair and replacement shall be made promptly upon receipt of written notice from the Project Manager. If the Contractor fails to make such repair and replacement promptly, the Project Manager may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will

attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

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

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

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

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

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

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

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

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

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

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

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

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

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed

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

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

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

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

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(a) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(b) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(c) This section applies to contracts entered into on or after January 1, 2017.

(d) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(e) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

"20104. Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991."

"20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties.

If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

W. WORKING HOUR RESTRICTIONS: Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Project Manager may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Project Manager point out the inadequacy of warning and protective measures, such action on the part of the Project Manager shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Project Manager with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Project Manager.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Project Manager. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's

expense and to the satisfaction of the Project Manager. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Project Manager, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

E. DELAYS: The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Project Manager based on Contractor's request as submitted to the Project Manager at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Project Manager.

In the event work is allowed by the Project Manager outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Project Manager as a matter of public safety or to otherwise insure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Project Manager. Full compensation shall be

considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Project Manager, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Project Manager, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Project Manager. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Project Manager or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Project Manager or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE DISTRICT: The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and

approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Project Manager.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Project Manager.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Project Manager.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Project Manager for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

TECHNICAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT PARKS MAINTENANCE YARD DRIVEWAY PROJECT SD-2018-1

GENERAL

SCOPE OF WORK:

- **Remove all existing marked asphalt.**
- **Grade and compact road base to 90% compaction,**
- **1,200 sq. ft. will be 6 inches in depth,**
- **2,700 sq. ft. will be 4 inches in depth,**
- **Reinforce with ½ re-bar every 18 inches on center,**
- **Use 3,000 psi concrete and Broom finish with medium broom,**
- **Expansion joints shall be no greater than ½ thick**

APPENDIX A
CONSTRUCTION DRAWINGS/PHOTOS





SP-3



SP-4

SP-5

**ADDENDUM # 1
REQUEST FOR PROPOSAL NO. PARKS MAINTENANCE YARD DRIVEWAY
PROJECT /SD-2018-1**

DATE: May, 7, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT
1605 East Burnley St. Camarillo, Ca. 93010
(805)-482-5396 Phone; (805)482-7591 Fax

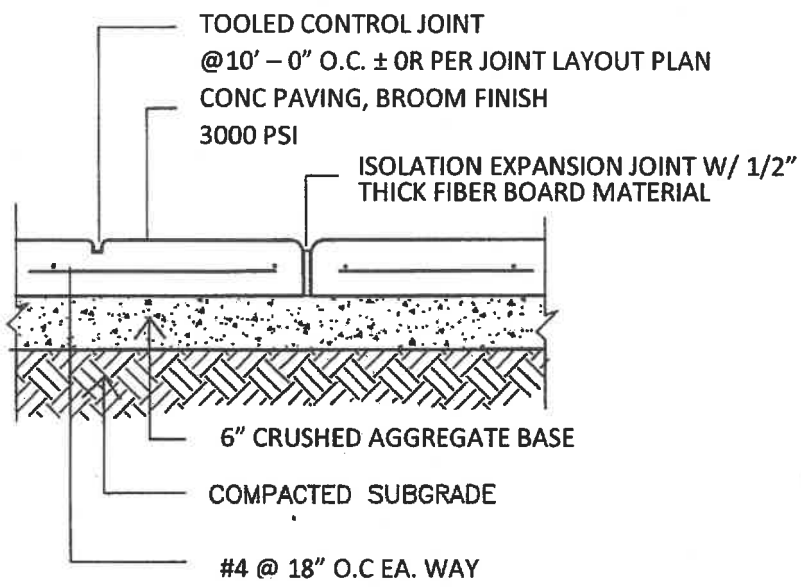
PROJECT: REQUEST FOR PROPOSAL NO PARKS MAINTENANCE YARD
DRIVEWAY PROJECT /SD-2018-1

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of one (2) pages and the modifications to the document noted below.

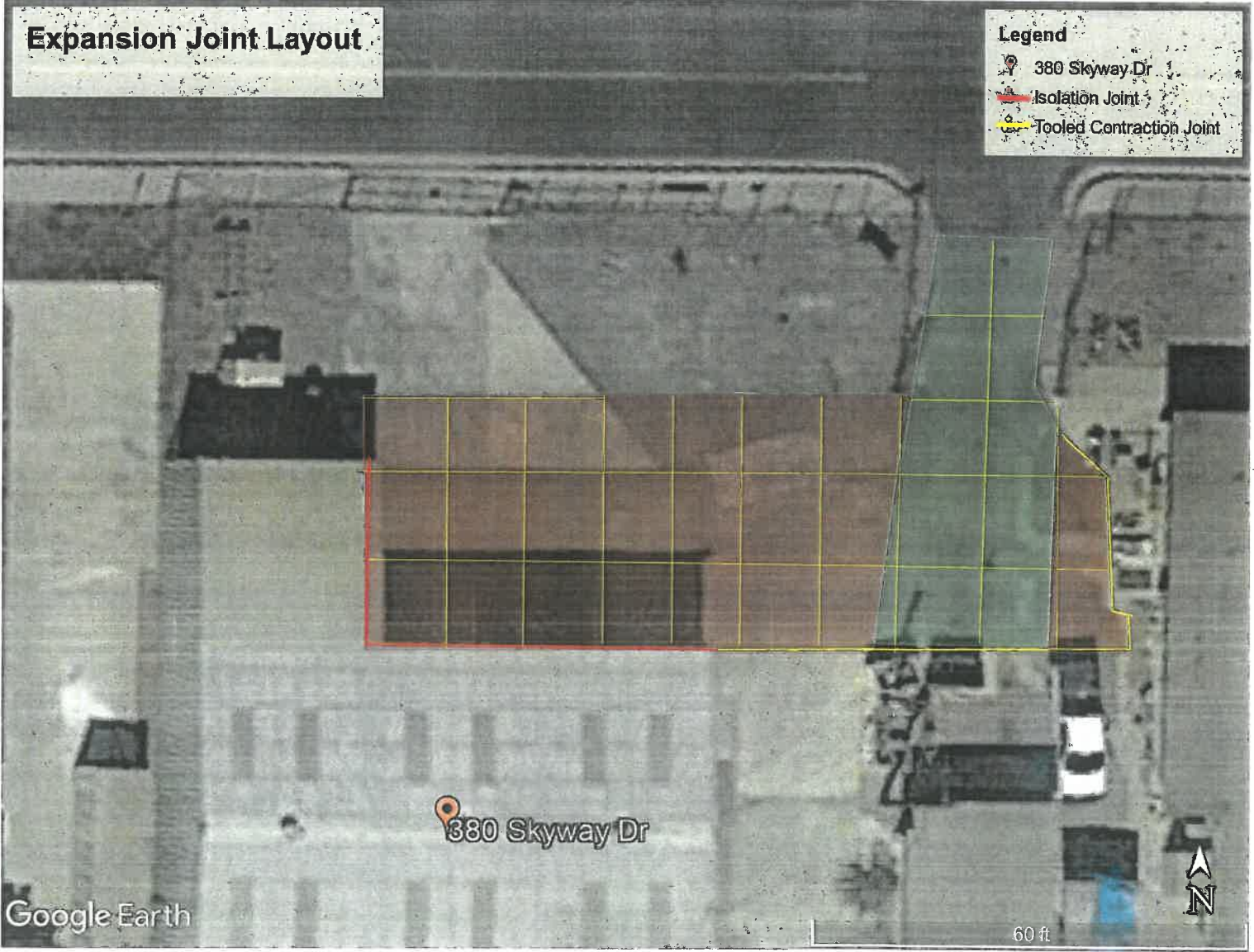
**A. CLARIFICATION OF PROJECT SCOPE, ADDITIONAL CONSTRUCTION DETAILS
AND EXPANSION JOINT LAYOUT**



Expansion Joint Layout

Legend

- 380 Skyway Dr
- Isolation Joint
- Tooled Contraction Joint



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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: June 6, 2018

**SUBJECT: CONSIDERATION, SELECTION, AND VOTE FOR A
COUNTY OVERSIGHT BOARD SPECIAL DISTRICT
MEMBER**

RECOMMENDATION

It is recommended that the Board select and vote for a County Oversight Board Independent Special District member.

BACKGROUND

The County Oversight Board (COB) is an independent board created by the State of California to oversee the dissolution of Redevelopment Agency projects within the County. It is charged with evaluating, approving and disapproving Redevelopment Agency projects as they are being discharged in accordance with ABX 1-26 within Ventura County.

LAFCo is seeking an individual to serve in the capacity as the Special District Representative on the County Oversight Board. The names of the candidates for each position appear on the attached ballot along with candidate statements. During the April 4 special board meeting, the Board voted to nominate Mike Mishler to run for the special district representative seat.

ANALYSIS

According to requirements developed by LAFCo, the Board must select a candidate and by motion, cast the Board's vote for the selected candidate. The Board cannot divide its vote, nor can it select multiple candidates. Once a candidate is selected and approved by a motion, the ballot will be submitted.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board select and vote for a Countywide Oversight Board Special District Representative.

ATTACHMENTS

- 1) Election Countywide Oversight Board Special District Member Cover Letter (1 page)
- 2) Candidate Statements (4 pages)
- 3) Ballot (1 page)



VENTURA LOCAL AGENCY FORMATION COMMISSION

COUNTY GOVERNMENT CENTER • HALL OF ADMINISTRATION

800 S. VICTORIA AVENUE, L #1850 • VENTURA, CA 93009

TEL (805) 654-2576 • FAX (805) 477-7101

WWW.VENTURA.LAFCO.CA.GOV

May 1, 2018

President/Chair of the Board
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

RE: Ballot for the election of a member representing independent special districts on the Countywide Oversight Board

Dear President/Chair of the Board:

Enclosed please find your Official Ballot for the election of a member representing independent special districts on the Countywide Oversight Board. This election is being conducted by mail pursuant to California Government Code Section 56332(c) (or by email, if consent has been received by your District - see enclosed list of those districts which have consented to email). A total of four candidates have been nominated. Each is listed alphabetically on the Official Ballot and a copy of each candidate's statement is enclosed.

INSTRUCTIONS

- Use the enclosed Official Ballot to vote for only one candidate.
- The Ballot must be signed by the district president/chair or presiding officer.
- All ballots being returned via US Mail must be returned to the Ventura LAFCo at the address listed above. Districts that have previously consented to conduct this election via email can email a copy of the signed ballot to: kai.luoma@ventura.org.
- **BALLOTS MUST BE RECEIVED BY 5:00 p.m. FRIDAY, JUNE 15, 2018. (Ballots received after 5:00 p.m. Friday, June 15, 2018 will not be counted.)**

There are 30 independent special districts eligible to vote in this election. At least 16 districts must return completed/signed ballots to achieve a quorum. If a quorum is achieved, the candidate receiving the most votes will be considered elected. In the event of a tie for the most votes, the outcome will be determined by lot.

Districts will be notified of the results no later than Friday, June 22. Please let us know if you have questions.

Sincerely,

Kai Luoma, Executive Officer

Enclosures

RUSS BAGGERLY

119 SOUTH POLI AVENUE

OJAI, CALIFORNIA 93023

(805) 646-0767

(805) 766-7317

(russ.baggerly65@gmail.com)

SOME THINGS I'VE DONE:

Senior Administrative Assistant, Supervisor Maria VanderKolk, District 2, Ventura County, January 1991 to July 1994

Environmental Coalition, intervention, So. Cal. Edison/SDGE Merger, 1990

Citizens Environment Quality Analysis, Owner-Operator

Environmental document consultant, March 1989 to December 1990

Environmental Consultant for Patagonia, Inc., 1988-1989

Administrative Assistant, Los Padres Forest Association/Sunbow Ecology Center, 2000-2003

Baby Boot Company, owner-operated: Design, fabrication, marketing and wholesale distribution of a quality baby shoe line, 1982 to January 1989

Professional Flamenco Guitarist

Air Pollution Control District, Clean Air Advisory Committee, March 2000

Elected Official, Casitas Municipal Water District Division 5 - 2004 to present

Elected Official, Ojai Valley Sanitary District – 1996 to present

Elected Official, Ojai Valley Municipal Advisory Council – 1996

California Sanitation Risk Management Authority – Executive Board 2002

Workers Compensation Subcommittee, Chair – CSRMA/Driver Associates 1999

Santa Monica Mountains Conservancy, appointed alternate for Supervisor Maria VanderKolk, August 1992

Friends of the Santa Clara River, Founding Board Member

Ormond Beach Task Force, Chairman

Citizens to Preserve the Ojai, Administrative Director, 1988-1989

Environmental Coalition, Board Member, 1987-1990, President 1998

Environmental Defense Center, Board Member, Santa Barbara, 1989-1990

Southern California Association of Governments, Commissioner Regional Advisory Commission, 1989-1990

MARK JOHNSON



**DIRECTOR
RANCHO SIMI RECREATION AND PARK DISTRICT**

I would like to serve as the special district representative on the Countywide Oversight Board to help oversee the continued dissolution of redevelopment agencies. I am currently a Member of the Board of Directors for the Rancho Simi Recreation and Park District. I was first elected to this position in December 1990.

The City of Simi Valley's boundary overlaps with ours. They utilized the old redevelopment process to expand their tax base and redevelop business area infrastructure within the City. They did so without voter approval and over the objections of our agency. Although some amounts were passed through the Park District had insufficient leverage to negotiate larger pass through amounts. The net result to our agency from the City's redevelopment was the diversion of over \$5,000,000, a substantial amount for us. The elimination of redevelopment agencies by the Governor was very welcome news, and came at a time of our increasing costs, expanding population, declining property values and tax revenue, and the State's precarious financial position.

I also currently serve as a Member of the Board of Directors for the California Association of Recreation and Park Districts. I have many years of experience with Board governance, special districts, and the field of parks and recreation. My professional experience includes serving as a math teacher for our local school District. I have also served as a soccer coach for many years. I am now retired and have the time to participate on the Countywide Oversight Board.

If elected I would enjoy my service to our area's special districts and I am confident that I can meaningfully contribute to help ensure the efficient completion of the dissolution of redevelopment agencies in Ventura County.



Mike Mishler

I will use my deep knowledge of Redevelopment/Successor Agencies to protect the interests of all Ventura County special districts. The new Countywide Oversight Board must verify that all expenditures are justified, while working to end the existing projects as quickly as possible. I will ensure diverted property tax dollars go back to special districts to do the work each district was created to do.

Recent RDA/Successor Related Accomplishments

I worked with **Jeff Burgh**, Auditor-Controller County of Ventura, and Deputy Director **Michelle Yamaguchi**, reviewing current RDA issues. I requested, and they developed a presentation made to the Ventura County Special Districts Association's April 3rd meeting. I also requested, and Michelle compiled, a spreadsheet showing that in 2017 **\$1.8 million** in Ventura County property tax revenues were diverted to RDA/successor agencies from special districts.

Based on this information, I had PVRPD officially request LAFCo initiate the election process allowing the independent special districts to select its own representative on the Countywide Oversight Board.

Abbreviated Education and Experience

Bachelors in Geophysics and Master's Degree in Groundwater Geology, SDSU

Retired geologist, project manager and Data Manager Worldwide Coordinator, ExxonMobil

President, Ventura County Special Districts Association

Elected Director, Pleasant Valley Recreation & Parks District

Contact Info: Cell Phone: 805-377-9068
eMail: Mikemm3@gmail.com

Goals for the new Countywide Oversight Board

1. I believe that proceeds from sold RDA/successor properties should be returned to the districts or used to pay off the existing bonds. This policy is in contrast with the City of Camarillo, for example, which intends to use all sold RDA/successor property proceeds to initiate new development improvements versus paying off the bonds. This city policy will result in special districts having to wait at least 40 years to recover the diverted property tax funds.
2. Successor Agency budgets must be analyzed by the oversight board to ensure all expenses being charged are valid and appropriate.
3. All information related to RDA/Successor Agencies must be made more transparent by posting the data online.



Alvertina (Tina) Rivera

Tina Rivera has served as the Chief Financial Officer for United Water Conservation District since 2014. She oversees the functions of the Finance and Administrative Services Divisions which include cash management, financial reporting, auditing and compliance, grant administration, budget preparation and monitoring, debt issuance, information technology, human resources, payroll and accounts payable/receivable functions. She's responsible for the preparation of policy recommendations relating to fiscal matters or departmental services.

She has over 15-years of municipal government experience, serving as Finance Director for three cities within the counties of Ventura, Santa Barbara and Fresno. She's experienced in the RDA dissolution process, having lead the Successor Agency Oversight committee in the City of Goleta during her tenure.

She earned a Bachelor of Science Degree, in Business Administration with an emphasis in Accounting from California State University, Fresno and successfully completed the CPA Exam on her first attempt.

OFFICIAL BALLOT

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE
Countywide Oversight Board
Member Representing Independent Special Districts

Pleasant Valley Recreation and Park District

This is the Official Ballot for the Independent Special Districts Selection Committee for the purpose of electing **one** member to the Countywide Oversight Board representing independent special districts. The election consists of four candidates (listed below in alphabetical order).

VOTE FOR ONLY ONE CANDIDATE

A minimum of 16 qualified votes must be returned by the deadline to establish a quorum of the independent special districts. The candidate receiving the most votes of the quorum shall be elected. In the event of a tie vote, the outcome will be determined by lot.

PLEASE RETURN THIS SIGNED BALLOT to the Ventura LAFCo, 800 S. Victoria Avenue, L #1850, Ventura, CA 93009, or if previous consent has been given to conduct this election via e-mail, send your signed ballot to kai.luoma@ventura.org. All Ballots MUST be signed by the district president/chair or presiding officer of the board and received by 5 P.M. Friday, June 15, 2018 to be considered.

As the District President, Chair or Presiding Officer, I duly certify that the Pleasant Valley Recreation and Park District does hereby cast its ballot as follows:

*(Please mark the box next to the name of **one** candidate to cast the District's vote)*

- | | | |
|--------------------------|---------------|--|
| <input type="checkbox"/> | Russ Baggerly | Ojai Valley Sanitary District |
| <input type="checkbox"/> | Mark Johnson | Rancho Simi Recreation and Park District |
| <input type="checkbox"/> | Mike Mishler | Pleasant Valley Recreation and Park District |
| <input type="checkbox"/> | Tina Rivera | United Water Conservation District |

Board President/Chair/Presiding Officer (print name)

Board President/Chair/Presiding Officer (Signature)

Date

**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: June 6, 2018
**SUBJECT: CONSIDERATION AND APPROVAL OF
EMPLOYMENT AGREEMENT BETWEEN THE
DISTRICT AND GENERAL MANAGER**

RECOMMENDATION

It is recommended that the Board review and approve the Employment Agreement between the District and Mary Otten to serve as the District's General Manager.

BACKGROUND

On June 25, 2014 the Board approved an employment contract with the General Manager. On June 14, 2017 the Board of Directors approved a second amendment to the employment contract to the benefits portion of the agreement by increasing the annual salary and the District's contribution to the General Manager's 457 deferred compensation plan.

The general manager employment agreement along with the 2017 amendment, as well as a benefits summary table and salary schedule are all maintained on the District's website on the Human Resources page.

ANALYSIS

In August of 2018, the current contract in place between Mary Otten, General Manager and the District is set to expire. On May 17, 2018 the Board met in Closed Session regarding the Public Employee contract. The Board and the General Manager met and agreed on the terms and conditions as set forth in the agreement.

The attached proposed agreement, dated June 4, 2018, adjusts the General Manager's annual salary by 3% beginning in July 2018 which would bring the GM's annual base salary to \$149,325.50 beginning July 2018 and continue the 3% 457 deferral compensation.

As reviewed and prepared by legal counsel, the attached employment agreement provides for a five (5) year term of employment, commencing on July 1, 2018 and terminating on June 30, 2023. Additional language is provided with respect to compensation, benefits, vacation, and administrative leave.

FISCAL IMPACT

There are sufficient funds in the FY 2018-2019 Budget to provide for the additional costs of \$8,830.

RECOMMENDATION

It is recommended that the Board review and approve the Employment Agreement between the District and Mary Otten to serve as the District's General Manager.

ATTACHMENT

- 1) Employment Agreement (15 pages)

**2018 EMPLOYMENT AGREEMENT BETWEEN
PLEASANT VALLEY RECREATION AND PARK DISTRICT
AND
MARY OTTEN, GENERAL MANAGER**

This 2018 **EMPLOYMENT AGREEMENT** is made effective the 1st day of July 2018, between **MARY OTTEN** (“Manager”) and the **PLEASANT VALLEY RECREATION AND PARK DISTRICT** (“District”), a California public agency, to supersede and replace the Employment Agreement between Mary Otten and the Districts most recently amended effective July 5, 2017.

RECITALS

- A. On August 25, 2014, Manager was appointed as the General Manager for the District pursuant to section 5786.1 of the California Public Resources Code.
- B. District desires to continue employ Manager as General Manager of the District. Manager accepts such employment, in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

AGREEMENT

SECTION 1. TERM OF EMPLOYMENT.

The term of this agreement shall be five (5) years commencing on July 1, 2018 (“Effective Date”) and terminating on June 30, 2023, unless terminated earlier with or without cause as provided in Section 8.

Unless otherwise earlier terminated, the parties will endeavor to begin

negotiations on a renewal of this Agreement or new employment agreement six (6) months prior to the expiration of its term. Manager is responsible for placing the item for closed session on the District Board of Directors ("Board") agenda for this purpose. Nothing herein, however shall be construed as requiring either party to ultimately agree to such renewal of the Agreement or a new employment agreement.

SECTION 2. DUTIES AND EMPLOYMENT STATUS.

Manager shall function as the District's General Manager. Her duties shall include the responsibilities set forth in Exhibit "A" attached hereto, including the following: implementation of District policies and directives set by the Board; meeting performance goals, objectives and standards for the Manager set by the Board; supervision of the District's facilities, operations, programs, projects, financial affairs, personnel and planning; and such duties as assigned to Manager by the Board from time to time.

District employs Manager on an "at-will" basis. Manager expressly acknowledges and agrees that she is an exempt management employee for the purposes of the Fair Labor Standards Act (FLSA) and serves at the will and pleasure of the Board. Manager understands that, subject only to the terms and conditions of this Agreement, her employment may be terminated with or without cause and with or without advance notice at any time. Manager is free to terminate employment at any time as well, in accordance with the terms and conditions of this Agreement.

SECTION 3. COMPENSATION.

Effective the pay period beginning July 7, 2018, District shall provide to Manager a three percent (3%) salary increase on the annual salary of One Hundred Forty-Four Thousand Nine Hundred Seventy-Six Dollars and Twenty-

One Cents (\$144,976.21), to equal a new annual salary of One Hundred Forty-Nine Thousand Three Hundred and Twenty-Five Dollars and Fifty Cents (\$149,325.50), subject to all applicable tax withholding and other authorized deductions.

Thereafter, effective the first full pay period of each Fiscal Year (i.e. after July 1), the District shall provide the General Manager with an additional salary increase equal to three percent (3%) during the term of this Agreement, not to exceed a maximum salary of \$168,067.16. Additionally, effective the first full pay period of each Fiscal Year (i.e. after July 1), the District shall also provide contributions in the amount of three percent (3%) of Manager's bi-weekly salary per payroll period to Manager's 457 deferred compensation plan.

The base salary shall be paid to Manager according to the same pay periods utilized for other District employees. The base salary shall be prorated to reflect the proportion of bi-weekly payroll period actually worked for any period of partial employment.

Any cost of living increase(s) granted by the Board to non-contract District employees during the term of this Agreement shall have no impact upon or relationship to this Agreement.

SECTION 4. EMPLOYEE BENEFITS.

Employee Benefits. Unless otherwise specified herein, throughout the term of this Agreement, Manager shall be entitled to receive the same employee benefits (including medical/dental/vision insurance benefits, retiree medical benefits and paid holidays), on the same terms, as other full-time District employees to the extent permitted by law. If employee benefits are modified by the Board during the term of this Agreement, such modified benefits shall also apply to Manager to the extent permitted by law.

Vacation. Manager shall accrue vacation at 6.15 hours per biweekly pay-period, with a maximum bank of four hundred and eighty (480) hours. Vacation time

will not accrue during any period of Manager's unpaid leave of absences. Consistent with policies pertaining to other District employees, the maximum cap on vacation at any time during this Agreement shall be four hundred and eighty (480). Manager may utilize vacation time once it is accrued. Manager will cease to accrue vacation time until the vacation hours fall below 480 hours.

The parties acknowledge the importance of Manager maintaining consistent and effective communications with the Board concerning Manager's anticipated vacation schedule. Manager shall notify the Board Chairperson in advance of taking vacation days and shall provide at least one week's advance notice before taking more than five (5) continuous vacation days. The Board Chairperson may deny Manager's use of vacation only for urgent District business taking place during the time of Manager's anticipated absence.

Administrative Leave. Manager shall retain any Administrative Leave that remains on the books as of the effective date of this Agreement but will be ineligible to accrue additional Administrative Leave. Manager shall be required to use any Administrative Leave remaining on the books before she is eligible to use Vacation leave.

Sick Leave. Manager shall continue to accrue sick leave on a pro-rata basis at 3.69 hours per two-week pay period (95.94 hours per year). Sick time will not accrue during any period of Manager's unpaid leave of absences to the extent permitted by law.

Accumulated sick leave shall have no cash value prior to the completion of five (5) years of service with the District. If termination occurs after the completion of five (5) years manager shall be compensated at the rate of twenty five percent (25%) and limited to 500 hours, if termination occurs after ten (10) years of service then the manager shall be compensated at a rate of fifty percent (50%) and limited to 1,000 hours. The cash value compensation is based upon the salary in effect at the time of termination.

Upon Retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with the terms and conditions of the

District contract with the Public Employees' Retirement Systems (PERS).

Retirement. Manager may participate in a PERS plan as a Classic Member at the 2% at 60 tier, to the extent permitted by law and consistent with District's contractual agreement with PERS and Manager's classification in the PERS System. Manager will contribute her employee share to PERS in an amount not to exceed 7% of her salary, to the extent permitted by law.

Auto Allowance. District shall pay Manager a motor vehicle allowance of Two Hundred Thirty Dollars and Seventy-Six Cents (\$230.76), (which includes fuel costs) per pay period. This allowance is in lieu of Manager receiving any reimbursements for expenses incurred when using a personal vehicle for District business within a fifty (50) mile radius of the City of Camarillo. Manager acknowledges that this auto allowance adequately compensates Manager for the expenses incurred in using Manager's personal vehicle for District business within a fifty (50) mile radius of the City of Camarillo. In addition to the auto allowance, the Manager will be reimbursed for business related vehicle travel mileage, at the current IRS mileage rate, incurred outside a fifty (50) mile radius of the City of Camarillo.

Cell Phone. The District shall provide Manager with a cell phone allowance of Thirty Dollars (\$30) per pay period. This allowance is in lieu of receiving reimbursement for expenses incurred using Manager's personal cell phone for District business. Manager acknowledges that this allowance adequately compensates Manager for expenses incurred in using Manager's personal cell phone for District business.

Laptop Computer. District shall provide Manager with a laptop computer for District-related use and occasional personal use.

SECTION 5. HOURS OF WORK; CONFLICTS OF INTEREST.

The General Manager has no set hours of work and is an exempt employee for the purposes of the Fair Labor Standards Act (FLSA). The General Manager is expected to engage in the hours of work as are necessary to fulfill the obligations of

the General Manager position. It is recognized that the General Manager must devote time outside normal office hours to the business of the District, and to that end, General Manager may take leave as she deems appropriate during normal office hours. The District supports and encourages work-life balance. To avoid any actual or potential conflicts of interest, Manager shall not directly or indirectly render any services of a business or commercial nature to any other person or organization, whether for compensation or otherwise, that competes with the business of the District or interferes with the performance of her duties hereunder while employed by District. Manager is permitted to volunteer her time for non-profit corporations so long as such volunteer duties do not create an actual or perceived conflict of interest.

SECTION 6. PERFORMANCE EVALUATION.

The Board shall evaluate and review Manager's job performance on at least an annual basis. It shall be the Manager's responsibility to annually place a performance evaluation session on the Board's agenda for a closed session. Evaluations of the Manager's performance, however, may occur at any time at the discretion of the Board. The Board may at any time establish performance goals, objectives and standards for the Manager. Evaluation(s) shall be passed upon Manager's achievement of such performance goals, objectives, and standards, and any other factors or criteria deemed relevant by the Board. Failure to meet such performance goals, objectives or standards in the sole discretion of the Board shall be a basis for the Board to consider disciplinary measures, or termination for cause. The evaluation of Manager's job performance shall be at the sole discretion of the Board and shall be final.

SECTION 7. TERMINATION OF EMPLOYMENT.

A. The Board may in its discretion as determined in good faith by the District, terminate this Agreement if Manager is unable to perform the essential

functions of the position due to disability or other health reasons, even with reasonable accommodation, to the extent permitted by law. In the event in which this occurs, the District agrees to pay for severance as stated in section 8. B.

B. The Manager shall not be removed without cause during the 120-day period following any District election for membership on the District Board of Directors or during the 120-day period following any change in membership of the District Board of Directors.

C. This Agreement may be terminated by District in its sole discretion for cause by giving written notice of termination to Manager. The phrase "for cause" shall include, but not be limited to, conduct whereby the Manager: (1) willfully breaches or habitually neglects the duties that she is required to perform under the terms of this Agreement; (2) inadequately performs her assigned duties as set forth in Section 2, fails to meet performance goals, objectives or standards set by the Board, or otherwise is evaluated as unsatisfactory in the sole discretion of the Board pursuant to Section 6; (3) conviction of a crime involving moral turpitude, whether misdemeanor or a felony; (4) commits acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude; (5) fails to follow a lawful directive of the Board; (6) has repeated and protracted unexcused absences from Manager's office or duties; or (7) engages in conduct deemed to be in violation of Government Code Section 1090, *et seq.* in the sole discretion of the District, or by a court of law or any legal or administrative tribunal.

D. This Agreement may be terminated by District in its sole discretion without cause, and without advance notice or hearing or opportunity to be heard, upon written notice thereof communicated to Manager, subject to paragraph B of this Section 7. Manager agrees that, in such event, she shall be entitled only to the severance compensation set forth in Section 8.B.

E. Manager may terminate this Agreement at any time upon thirty (30) days' prior written notice to the District. If Manager terminates this Agreement, she agrees that she shall not be entitled to receive any severance pay.

SECTION 8. PAYMENT UPON TERMINATION.

A. If District terminates Manager's employment for cause, Manager shall receive no further compensation or benefits after the date of termination, other than such compensation as may be accrued but unpaid as of such date, or as otherwise required by law.

B. If District terminates Manager's employment without cause, Manager shall be entitled only to the following:

(1) Conditioned upon Manager's execution of a settlement and release agreement offered by District in accordance with applicable law and applicable District policies, Manager shall be entitled to receive a severance amount equal to her monthly salary then in effect multiplied by six (6), in consecutive monthly installments, consistent with normal District payroll practices, with all appropriate payroll deductions taken, or alternatively in a single lump sum payment. Payment in accordance with this Section will release the District from any further obligation under this Agreement. If terminated without cause, the General Manager may agree to submit a resignation or process her retirement in lieu of an announcement of a formal termination by the Board.

(2) The severance rights provided in this Section 8 shall constitute the sole and only entitlement of Manager with respect to severance pay in the event of the termination. Manager expressly waives any and all other rights with respect to severance pay except as provided herein. Any accrued vacation, holidays and other accrued time shall be paid on the termination date. This Section 8.B. shall be construed and interpreted in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code.

The following provisions are in compliance with Government Code Section 53243 et seq.:

a) In the event the District determines to place Manager on paid leave pending an investigation, Manager shall fully reimburse such pay to

the District if she is subsequently convicted of a crime involving the abuse of her office or position.

b) In the event the District determines to fund all or part of a legal criminal defense for Manager, she shall fully reimburse such funds to the District if she subsequently convicted of a crime involving an abuse of her office or position.

c) Regardless of the term of this Agreement, if the Agreement is terminated, any cash settlement related to the termination that Manager may receive from the District shall be fully reimbursed to the District if Manager is convicted of a crime involving an abuse of her office or position.

SECTION 9. INDEMNIFICATION.

To the extent mandated by the California Government Code, the District shall defend, hold harmless, and indemnify Manager against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Manager's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Manager, to any action outside the course and scope of the services provided by Manager under this Agreement, or any other intentional or malicious conduct or gross negligence of Manager.

SECTION 10. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

Upon termination of this Agreement, Manager agrees to deliver to District all equipment, laptop computer, materials, documents and other property belonging to District. Manager also agrees to maintain the confidentiality of information related to the District obtained during the term of her employment and thereafter, to the extent permitted by law.

SECTION 11. NON-ASSIGNMENTS.

This is an agreement for employment of Manager by District and may not be assigned by Manager to any third party.

SECTION 12. NOTICES.

Any notices to be given under this Agreement by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage paid, with return receipt requested. Mailed notices shall be addressed as follows:

If to District:

Pleasant Valley Recreation and Park District
Attention: Chairperson, Board of Directors
1605 E. Burnley Street
Camarillo, CA 93010

With a Copy to:

Aleshire & Wynder, LLP
Attention: Tiffany J. Israel
18881 Van Karman Ave., Suite 1700
Irvine, CA 92612

If to Manager:

Mary Otten
[Address on file with human resources.]

Each party may change that party's address by written notice in accordance

with this paragraph.

Notices delivered personally shall be deemed communicated as of the date of the actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

SECTION 13. MODIFICATION.

This Agreement may not be modified or amended in any way unless such modification or amendment is in writing and signed by Manager and chairperson of the Board.

SECTION 14. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Manager by District and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party. No representations or conduct on the part of any representative of the Board or District shall alter the at-will nature of Manager's employment.

SECTION 15. PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 16. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 17. DEATH.

If Manager dies prior to the expiration of the term of her employment, any sums that may be due her (i.e. unpaid wages, accrued vacation time, etc.) by District under this Agreement as of the date of death shall be paid to Manager's spouse if still living and married to Manager; if not, any sums shall be paid to Manager's executors, administrators, heirs, personal representatives, successors and assigns.

SECTION 18. ARBITRATION.

Any dispute or controversy between the parties in connection with or relating to this Agreement or any other matter shall be resolved by binding arbitration before an American Arbitration Association arbitrator and in accordance with AAA arbitration rules governing employment disputes and to be conducted in the County of Ventura, in accordance with the provisions of California Code of Civil Procedure section 1280 et seq.

seq. Cost of arbitration shall be equally shared by the District and the Employee.

SECTION 19. ACKNOWLEDGMENT.

Manager acknowledges that she has carefully read this Agreement and understands its contents; that she has been given the opportunity to consult with an attorney of her choice regarding this Agreement; that she has had sufficient time to review this Agreement; that she is executing this Agreement knowingly and voluntarily, without any coercion or duress; and that she has not relied on any

representations or promises of any kind made to her in connection with her decision to execute this Agreement, except for those set forth herein. Executed at Camarillo, California, with an effective date as set forth above.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

X

Mark Malloy
Chairperson, Board of Directors

X

Mary Otten
General Manager

ATTEST:

X

Elaine Magner
Board Member, Board of Directors



Pleasant Valley Recreation and Park District Job Description

Job Title: General Manager
Department: Administration
Reports To: Board of Directors
FLSA Status: Exempt

Category: Management
Prepared Date: April 2016
Approved by: Board of Directors
Approved Date: May 2016

SUMMARY: The Pleasant Valley Recreation and Park District is seeking an enthusiastic, creative and experienced individual with strong managerial, financial and communication skills. Position requires a highly motivated professional with strong interpersonal, organizational and coordination skills with the ability to use time and resources efficiently as well as possessing leadership skills to motivate staff and participants. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables, along with the ability to project and implement long-range planning.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Administers the District's parks and Recreation programs.
- Directs through subordinates the planning, scheduling, and coordination of all District activities.
- Develops, implements and maintains strategic, fiscal and capital improvement plans for the District.
- Prepares and monitors budgets and prepares special reports as required.
- Formulates and interprets policy and procedures for Board review and approval.
- Coordinates the activities of the District with those of other public and private jurisdictions.
- Develops policies, procedures and priorities to meet established goals and objectives, as set by the Board of Directors.

OTHER DUTIES AND RESPONSIBILITIES:

- Performs other related duties as directed by the Board.

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.

EDUCATION/EXPERIENCE: Bachelor's Degree in Park Management, Public Administration, or a closely related field; (10) years of increasingly responsible experience in management with a special district recreation and park agency and/or public agency which has included supervisory and administrative responsibilities.

COMMUNICATION SKILLS: Ability to read, analyze and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Boards of Directors, other agencies and the public.

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.



Pleasant Valley Recreation and Park District Job Description

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

DATE: June 6, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF COALITION
LETTER FOR OPPOSITION OF AB 2065 SURPLUS LAND**

RECOMMENDATION

It is recommended the Board consider and approve the opposition letter for Assembly Bill 2065 Surplus Land.

BACKGROUND

AB 2065, introduced by Assemblyman Ting, allows the bill to revise and expands provisions in the Surplus Land Act. AB 2065 would require special districts and other local agencies to offer the right of first refusal to affordable housing developers, schools, and parks before selling, leasing, or otherwise conveying their land. These requirements would take effect regardless of the appropriateness of reserving the land for housing, schools, or parks, and regardless of the local agency's desire to protect or preserve the land for future use. Under AB 2065, special districts would have to offer their land to these preferred entities even before entering informal negotiations for the disposal of their property.

In addition, AB 2065 would change the Surplus Land Act to:

- Expand the definition of "surplus land" to include any property owned by a local agency
- Expand the definition of "disposal" to include the sale, lease, or other conveyance of surplus land
- Expand the number of local agencies required to comply to include districts, including school, sewer, water, utility, and local and regional park districts of any kind or class; joint powers authorities, successor agencies to a former redevelopment agency, housing authorities, or other political subdivision of the state and any instrumentality thereof.

ANALYSIS

Currently, the Surplus Land Act requires local agencies to inventory the land they own every year. If land is no longer needed, a local agency must follow certain procedures prior to disposal of this "surplus" land. The intent behind the disposal procedures is to promote the use of surplus land towards affordable housing, parks and recreation purposes, open-space purposes, and transit-oriented development. The disposal procedures provide a Right of First Refusal to entities agreeing to use the land for, amongst other things, affordable housing.

Prior to disposing of surplus land, local agencies must make a written offer to sell or lease surplus land for the purpose of developing low or moderate-income housing to "housing sponsors" upon written request, as well as any local public entity within the jurisdiction where the surplus land is

located. A local agency wishing to dispose of surplus land must also provide a written offer to additional entities, depending on the type of proposed development, for park and recreational purposes, school facilities construction or use by a school district for open space purposes, enterprise purposes, and infill opportunity zones, or transit village plans.

If one of these entities is interested in buying or leasing the land, it must notify the local agency within 60 days of receipt of the offer. If a notified entity is interested but cannot agree with the agency upon the price or terms, the local agency must enter into good faith negotiations with the entity for at least 90 days. If 90 days have passed without an agreement, then the local agency may sell or lease the land without further regard to the Right of First Refusal requirements under the disposal procedures.

AB 2065 would require public agencies to offer up buffer properties next to wastewater, solid waste facilities, or power plants for affordable housing projects and school construction. These are incompatible land uses for such surplus land and can create environmental justice issues. Also, under AB 2065, local agencies would be required to notice the availability of the property prior to participating in any formal or informal negotiations. This limits local agencies from having informal discussions to determine a sense of potential market value or discussing time sensitive disposition of land.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended the Board consider and approve the opposition letter for Assembly Bill 2065 Surplus Land.

ATTACHMENT

- 1) Draft Coalition Letter AB 2065 (1 page)
- 2) Assembly Bill 2065 (4 pages)



Pleasant Valley Recreation and Park District

1605 E. Burnley St., Camarillo, CA 93010
Phone: (805) 482-1996 Fax: (805) 482-3468 www.pvrpd.org

BOARD OF DIRECTORS

MARK MALLOY
ROBERT KELLEY
ELAINE MAGNER
MIKE MISHLER
NEAL DIXON

GENERAL MANAGER
MARY OTTEN

June 6, 2018

The Honorable Phil Ting
California State Assembly
State Capitol Building
Sacramento, CA 95814

RE: Assembly Bill 2065 (Ting) – Oppose Unless Amended April 16, 2018

Dear Assembly Member Ting:

The Pleasant Valley Recreation and Park District is respectfully opposed to AB 2065, which would require special districts to offer their land for development before leasing their property. Pleasant Valley Recreation and Park District provides services through its 27 park locations, 13 facilities, 4,000 programs and numerous community-wide events throughout the year serving over 400,000 constituents annually.

AB 2065 requires special districts and other local agencies to offer the right of first refusal to affordable housing developers, schools, and parks before selling, leasing, or otherwise conveying their land. The new requirements in the bill would be very problematic for many public agencies that have valid reasons to lease or otherwise protect land they own, such as buffer land surrounding a wastewater plant, or the long-term lease of cemetery district property that will be needed for future internments.

Under AB 2065, attempting to lease land in support of a special district's governmental function would trigger the requirements for the disposal of surplus land. As written, AB 2065 would require special districts to offer up property which may be incompatible for use for housing, schools, or parks. AB 2065 would also make it more difficult to protect a district's land for a future governmental use.

We respectfully request AB 2065 be amended to limit the scope of the bill to the sale of surplus land and not include property for lease. Our opposition is not a challenge to the need for affordable housing, but a validation of the need for local flexibility when it comes to proper governmental land use management.

For these reasons, Pleasant Valley Recreation and Park District respectfully opposes AB 2065 unless amended.

Sincerely,

Mark Malloy
Pleasant Valley Recreation & Park District
Board Chair

CC: Allison Lim, Office of Assembly Member Phil Ting (Allison.lim@asm.ca.gov)
Assembly Member Jacqui Irwin
Senator Hannah-Beth Jackson
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AB-2065 Local agencies: surplus land. (2017-2018)

SECTION 1. Section 54220 of the Government Code is amended to read:

54220. (a) The Legislature reaffirms its declaration that housing is of vital statewide importance to the health, safety, and welfare of the residents of this state and that provision of a decent home and a suitable living environment for every Californian is a priority of the highest order. The Legislature further declares that ~~there is~~ a shortage of sites available for housing for persons and families of low and moderate income ~~is a barrier to~~ *addressing urgent statewide housing needs* and that surplus government land, prior to disposition, should be made available for that purpose.

(b) The Legislature reaffirms its belief that there is an identifiable deficiency in the amount of land available for recreational purposes and that surplus land, prior to disposition, should be made available for park and recreation purposes or for open-space purposes. This article shall not apply to surplus residential property as defined in Section 54236.

(c) The Legislature reaffirms its declaration of the importance of appropriate planning and development near transit stations, to encourage the clustering of housing and commercial development around such stations. Studies of transit ridership in California indicate that a higher percentage of persons who live or work within walking distance of major transit stations utilize the transit system more than those living elsewhere, and that lower income households are more likely to use transit when living near a major transit station than higher income households. The sale or lease of surplus land at less than fair market value to facilitate the creation of affordable housing near transit is consistent with goals and objectives to achieve optimal transportation use. The Legislature also notes that the Federal Transit Administration gives priority for funding of rail transit proposals to areas that are implementing higher-density, mixed-use, and affordable development near major transit stations.

SEC. 2. Section 54221 of the Government Code is amended to read:

54221. *As used in this article, the following definitions shall apply:*

(a) ~~As used in this article, the term "local"~~ "Local agency" means every city, whether organized under general law or by charter, county, city and county, ~~and district, including school district, including school, sewer, water, utility, and local and regional park~~ districts of any kind or class, *joint powers authority, successor agency to a former redevelopment agency, housing authority, or other political subdivision of this state and any instrumentality thereof that is* empowered to acquire and hold real property.

(b) ~~As used in this article, the term "surplus"~~ "Surplus land" means land owned by any local agency, that is ~~determined to be no longer~~ *not* necessary for the agency's ~~use,~~ *governmental operations*, except property being held by the agency *expressly* for the purpose of ~~exchange.~~ *exchange for another property necessary for its governmental operations. Land shall be presumed to be "surplus land" when a local agency initiates an action to dispose of it.*

(c) ~~As used in this article, the term "open-space"~~ "Open-space purposes" means the use of land for public recreation, enjoyment of scenic beauty, or conservation or use of natural resources.

(d) ~~As used in this article, the term "persons"~~ "Persons and families of low or moderate income" means the same as provided under Section 50093 of the Health and Safety Code.

(e) ~~As (1) used in this article, the term~~ *Except as provided in paragraph (2),* "exempt surplus land" means either of the following:

~~(1)~~ (A) Surplus land that is transferred pursuant to Section 25539.4.

~~(2) (B)~~ Surplus land that is ~~(A) (i)~~ less than 5,000 square feet in area, ~~(B) (ii)~~ less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less, or ~~(C) (iii)~~ has no record access and is less than 10,000 square feet in area; and is not contiguous to land owned by a state or local agency that is used for park, recreational, open-space, or low- and moderate-income housing ~~purposes and is located neither within an enterprise zone pursuant to Section 7073 nor a designated program area as defined in Section 7082,~~ purposes. If the surplus land is not sold to an owner of contiguous land, it is not considered exempt surplus land and is subject to this article.

~~(A) (2)~~ Notwithstanding ~~subdivision (e),~~ paragraph (1), the following properties are not considered exempt surplus land and are subject to this article:

~~(1) (A)~~ Lands within the coastal zone.

~~(2) (B)~~ Lands within 1,000 yards of a historical unit of the State Parks System.

~~(3) (C)~~ Lands within 1,000 yards of any property that has been listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places.

~~(4) (D)~~ Lands within the Lake Tahoe region as defined in Section 66905.5.

(f) "Dispose of" shall mean sell, lease, transfer, or otherwise convey any interest in real property owned by a local agency.

SEC. 3. Section 54222 of the Government Code is amended to read:

54222. Any local agency disposing of surplus land shall send, prior to disposing of that *property or participating in any formal or informal negotiations to dispose of that* property, a written ~~offer to sell or lease the property as follows:~~ *notice of availability of the property to all of the following entities:*

(a) A written ~~offer to sell or lease~~ *notice of availability* for the purpose of developing low- and moderate-income housing shall be sent to any local public entity, as defined in Section 50079 of the Health and Safety Code, within whose jurisdiction the surplus land is located. Housing sponsors, as defined by Section 50074 of the Health and Safety Code, ~~shall be sent, upon written request, a written offer to sell or lease that have notified the applicable regional council of governments or, in the case of a local agency without a council of governments, the Department of Housing and Community Development, of their interest in surplus land shall be sent a written notice of availability of~~ surplus land for the purpose of developing low- and moderate-income housing. All notices shall be sent by first-class mail *and, if possible, by electronic mail,* and shall include the location and a description of the property. With respect to any offer to purchase or lease pursuant to this subdivision, priority shall be given to development of the land to provide affordable housing for lower income elderly or disabled persons or households, and other lower income households.

(b) A written ~~offer to sell or lease~~ *notice of availability* for park and recreational purposes or open-space purposes shall be sent:

(1) To any park or recreation department of any city within which the land may be situated.

(2) To any park or recreation department of the county within which the land is situated.

(3) To any regional park authority having jurisdiction within the area in which the land is situated.

(4) To the State Resources Agency or any agency that may succeed to its powers.

(c) A written ~~offer to sell or lease~~ *notice of availability of* land suitable for school facilities construction or use by a school district for open-space purposes shall be sent to any school district in whose jurisdiction the land is located.

~~(d) A written offer to sell or lease for enterprise zone purposes any surplus property in an area designated as an enterprise zone pursuant to Section 7073 shall be sent to the nonprofit neighborhood enterprise association corporation in that zone.~~

~~(e) (d)~~ A written ~~offer to sell or lease~~ *notice of availability* for the purpose of developing property located within an infill opportunity zone designated pursuant to Section 65088.4 or within an area covered by a transit village plan adopted pursuant to the Transit Village Development Planning Act of 1994 (Article 8.5 (commencing with Section 65460) of Chapter 3 of Division 1 of Title 7) shall be sent to any county, city, city and county,

~~community- successor agency to a former~~ redevelopment agency, public transportation agency, or housing authority within whose jurisdiction the surplus land is located.

~~(f)~~ (e) The entity or association desiring to purchase or lease the surplus land for any of the purposes authorized by this section shall notify in writing the disposing agency of its ~~intent to purchase or lease~~ *interest in purchasing or leasing* the land within 60 days after receipt of the agency's ~~notification of intent to sell~~ *notice of availability of the land*.

SEC. 4. Section 54223 of the Government Code is amended to read:

54223. After the disposing agency has received notice from the entity desiring to purchase or lease the ~~land,~~ *land on terms that comply with this article,* the disposing agency and the entity shall enter into good faith negotiations to determine a mutually satisfactory sales price or lease terms. If the price or terms cannot be agreed upon after a good faith negotiation period of not less than 90 days, the land may be disposed of without further regard to this article, except that Section 54233 shall apply. *Negotiations shall be limited to sales price and lease terms, including the amount and timing of any payments.*

SEC. 5. Section 54225 of the Government Code is amended to read:

54225. Any public agency ~~selling- disposing of~~ surplus land to an entity described in Section 54222 for park or recreation purposes, for open-space purposes, for school purposes, or for low- and ~~moderate-income~~ *moderate-income* housing purposes may provide for a payment period of up to 20 years in any contract of sale or sale by trust deed for the land. The payment period for surplus land ~~sold- disposed of~~ for housing for persons and families of low and moderate income may exceed 20 years, but the payment period shall not exceed the term that the land is required to be used for low- or moderate-income housing.

SEC. 6. Section 54226 of the Government Code is amended to read:

54226. This article shall not be interpreted to limit the power of any local agency to ~~sell or lease- dispose of~~ surplus land at fair market value or at less than fair market value, and any such ~~sale or lease- disposal~~ at or less than fair market value consistent with this article shall not be construed as inconsistent with an agency's purpose. No provision of this article shall be applied when it conflicts with any other provision of statutory law.

SEC. 7. Section 54227 of the Government Code is amended to read:

54227. (a) In the event that any local agency disposing of surplus land receives offers for the purchase or lease of that land from more than one of the entities to which notice and an opportunity to purchase or lease shall be given pursuant to this article, the local agency shall give first priority to the entity that agrees to use the site for housing that meets the requirements of Section 54222.5. If the local agency receives offers from more than one entity that agrees to meet the requirements of Section 54222.5, then the local agency shall give priority to the entity that proposes to provide the greatest number of units that meet the requirements of Section ~~54222.5 at the deepest level of affordability.~~ *54222.5. In the event that more than one entity proposes the same number of units that meet the requirements of Section 54222.5, priority shall be given to the entity that proposes the deepest average level of affordability for the affordable units.*

(b) Notwithstanding subdivision (a), first priority shall be given to an entity that agrees to use the site for park or recreational purposes if the land being offered is already being used and will continue to be used for park or recreational purposes, or if the land is designated for park and recreational use in the local general plan and will be developed for that purpose.

(c) For purposes of this section, "priority" means that the local agency shall negotiate in good faith exclusively with the entity in accordance with Section 54223.

SEC. 8. Section 54230.5 of the Government Code is amended to read:

54230.5. The failure by a local agency to comply with this article shall not invalidate the transfer or conveyance of real property to a purchaser or encumbrancer for ~~value:~~ *value; however, Section 54233 shall still apply.*

SEC. 9. Section 54233 of the Government Code is amended to read:

54233. If the local agency does not agree to price and terms with an entity to which notice ~~and an opportunity to purchase or lease are~~ *of availability of land was given pursuant to this article, or if no entity to which a notice of*

~~availability was~~ given pursuant to this article ~~and disposes of the surplus land to an entity that uses the property for the development of-~~ ~~responds to that notice, and~~ 10 or more residential units, ~~the entity or a successor in interest shall provide-~~ ~~units are developed on the property,~~ not less than 15 percent of the total number of units developed on the parcels ~~shall be sold or rented~~ at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915. These requirements shall be contained in a covenant or restriction recorded against the surplus land prior to land use entitlement of the project, and the covenant or restriction shall run with the land and shall be enforceable, against any owner who violates a covenant or restriction and each successor in interest who continues the violation, by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5.

SEC. 10. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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

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