

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
July 7, 2021**

5:00 P.M. CLOSED SESSION

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

1) Conference with Legal Counsel – Litigation

The District Board will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), to confer with legal counsel; there is a significant exposure to litigation in one case.

C. Reconvene into Regular Meeting

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #686

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).

5. PRESENTATIONS

A. Community Band

B. District Highlights

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 Board Meetings of May 26 and June 17, 2021 and Regular Board Meeting of June 2, 2021

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before May 31, 2021.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for May 2021.

D. Consideration and Adoption of Resolution No. 681 Declaring July as Park and Recreation Month

Each year, the Board has chosen to recognize the value and importance of recreation and parks as a cornerstone to the health and wellness of residents.

E. Consideration and Adoption of Resolution No. 682 for Appropriation Amount Subject to Gann Limitation, FY 2021-2022

Every fiscal year staff brings a resolution requesting that the Board adopt a resolution setting the Gann Limit for the upcoming Fiscal Year.

F. Approval of a Second Reading for the Adoption of Ordinance No. 12, an Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation

Approval of this second reading will allow for the adoption of Ordinance No. 12.

G. Consideration and Approval of Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and the City of Camarillo for Park Impact Fees

At the June 23rd, 2021 meeting, the Camarillo City Council approved the ordinance as well as a Memorandum of Understanding (MOU) between the two agencies for the fee program's administration.

H. Consideration and Approval of the First Amendment to the 2020-2022 Summer Concert Series with the City of Camarillo and a Professional Services Agreement Between the Pleasant Valley Recreation & Park District and Music Freqs

This year's Summer Concert Series requires contracted services to facilitate the sound, lights, and related production of the event and staff is recommending Music Freqs as the professional services contractor.

I. Consideration and Approval of the Updated Job Description for the Administrative Analyst

More specific language as it relates to Information Technology has been proposed for the Administrative Analyst's job description.

J. Consideration and Approval of the Updated Water Conservation Agreement between the District and Williams Communities, LLC

Approval of an agreement with Williams Communities LLC to contribute goods, service, and financial reimbursement to meet the Development's Water demand offset.

8. PUBLIC HEARINGS

A. Consideration and Approval of Resolution No. 683 for Fiscal Year 2021-2022 Budgets for the General Fund, the Assessment District and Quimby Fee Fund

A public hearing is required before the District can adopt a resolution to adopt the Fiscal Year budget 2021-2022.

Suggested Actions: A MOTION to Adopt Resolution No. 683 to adopt the Fiscal Year 2021-2022 Budgets.

9. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of the Full-Time and Part-Time Year-Round Salary Schedule

An update of the salary schedule is necessary in order to consider a 2% COLA in the 2021/2022 Salary Schedule.

Suggested Action: A MOTION to Approve the updated 2021/2022 Salary Schedule which includes the 2% COLA for both represented and non-represented employees.

B. Consideration and Approval of the 2021/2022 Position Allocation Report

This report is updated at each budget cycle to assist both the Board and staff in determining which positions are available.

Suggested Action: A MOTION to Approve the updated Position Allocation Report.

C. Consideration and Approval to Reject all Bids for the Remodeling of the Community Center Kitchen

After reviewing all the bids, staff determined that two of the bids exceeded the budget for this entire project by more than \$177,000 and another did not meet bid bond requirements.

Suggested Action: A MOTION to reject all bids for the remodeling of the Community Center Kitchen and authorize the General Manager to re-advertise the Request for Bids.

D. Consideration and Approval of Resolution No. 684 for the Bid Award for the Construction of Phase 1 of the Arneill Ranch Park Renovation Project

There was a limited number of bids for this project partially due to the fact that contractors are completing summer projects.

Suggested Actions: A MOTION to:

A. Approve and award the base bid to United Construction & Landscape for \$1,261,900 plus a 15% contingency \$189,285 and architect fees for a Total Cost \$1,571,185.

OR

B. Approve and award the base bid and alternative bids to United Construction & Landscape for \$1,749,400 plus 15% contingency \$262,410 and the architects fee for Total Cost \$2,131,810.

OR

C. Approve and award the base bid and alternative bid selected by staff to United Construction & Landscape for \$1,453,900, 15% contingency \$218,085 and architect fees for a Total Cost of \$1,791,985.

OR

D. Reject the only bid received and re-advertise the project. This option would potentially delay the start of project by two or three months.

AND

E. Approve a MOTION to approve Resolution No. 684, authorizing a budget adjustment of \$471,185 to increase the total Arneill Ranch Park (Fund 30 Quimby Fees, RPD 194-Elacora) renovation project budget not to exceed \$1,571,185 to cover the expected increase in project costs.

E. California Special District Association (CSDA) Board of Directors Election, (Seat A) Coastal Network

PVRPD Director Elaine Magner is the current incumbent holding Seat A in the Coastal Network and the term expires this year.

Suggested Actions: A MOTION to Approve and select a candidate for CSDA Board of Directors, Seat A to receive the District's vote.

F. Adopt Resolution No. 685 Authorizing the Submission of an Application to LAFCo for the Annexation of the Somis Ranch Farmworker Project and Finding of Exemption from CEQA

As this project is outside the District's Boundaries, it is necessary for the District to apply for a change of organization.

Suggested Actions: A MOTION to Approve Resolution No. 685, which states that the District Board direct staff to finalize and submit the application for change of organization specific to the annexation of the Somis Ranch Farmworker project.

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

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager's Report
- I. Board Members

11. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
May 26, 2021**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:02 pm by Chairman Malloy.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

Director Roberts was present via teleconferencing.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, and Administrative Analyst Jessica Puckett.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. NEW ITEMS-DISCUSSION/ACTION

A. Consideration and Approval of a Grant Application to the City of Camarillo for Community Development Block Grant CV-3 for the District's Food Distribution Program

Recreation Services Manager Eric Storrie presented the opportunity for the District to apply for the City of Camarillo's Community Development Block Grant CARES Act funding for a Food Distribution Program. The grant would fund \$37,500 for a part-time year-round recreation specialist and \$5,500 towards a part time recreation leader to assist with the food program which would meet current community and resident needs. The District would cover approximately \$15,000 in benefits on an annual basis for the 3-year limited term PTYR position. The grant application will need City and HUD (Department of Housing and Urban Development) approval.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve and authorize staff to apply for the Community Development Block Grant CV-3 funding for the District's food distribution program.

**Motion to
Approve CDBG
Application for
Food Dist.**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

7. ORAL COMMUNICATIONS

None.

8. ADJOURNMENT

Chairman Malloy adjourned the meeting at 5:13 pm.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Mark Malloy
Chairman

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
June 2, 2021**

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 5:00 p.m. by Chairman Malloy.

A. Recess to Closed Session

B. Closed Session

1) Conference with Legal Counsel – Litigation

The District Board conducted a closed session, pursuant to Government Code section 54956.9(d)(2), to confer with legal counsel regarding one case with significant exposure to litigation.

C. Reconvene into Regular Meeting – 6:00 p.m.

Chairman Malloy stated there was nothing to report.

2. PLEDGE OF ALLEGIANCE

Chairman Malloy led the pledge.

3. ROLL CALL

All present.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Recreation Supervisor Lanny Binney, Bryan Monka, Steve Monka, Kathleen Kelley, Mike Mishler, Richard Frank, Dr. Casey Wake, Kristen Long, David Woodbury, Jeannette Rossling, Dan Johnston, Robert Drescher, and Meghan Woodbury.

4. AMENDMENTS TO THE AGENDA

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Agenda as
Presented**

Carried

5. PUBLIC COMMENTS

Seven public comment cards were received for Item 8.A. *Monka Soccer Academy FC Community Service Organization Request.*

6. CONSENT AGENDA

- A. Minutes for Special Board Meeting of April 24 and May 12, 2021 and Regular Board Meeting of May 5, 2021
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Review and Approval of Surplus Supplies and Equipment List
- E. Consideration and Adoption of Updated Surplus District Property Disposal Policy
- F. Consideration and Approval of Resolution No. 674 Updating Authorized Signatures for Wire Transfers with Ventura County Treasury Pool
- G. Consideration and Adoption of Resolution No. 675 Allocating Fees from RPD-177, KB Homes Springville Subdivision at 333 Townsite Promenade for Projects at the Camarillo Community Center and the Dos Caminos Park Classroom
- H. Consideration and Adoption of Resolution No. 676 Allocating Fees from RPD-194, the Mission Oaks Townhomes Subdivision (Teso Robles) at the Southwest Corner of Verdugo Way at Camino Ruiz for Projects such as the Proposed Pickleball Facility at Freedom Park, the Camarillo Nature Center, and the Completion of Projects within the Freedom Park Master Plan
- I. Approval of Resolution No. 677 Authorizing an Energy Conservation Assistance Act Loan Application
- J. Review and Approval of Resolution No. 678 Adopting Board Bylaws and Rules of Procedure
- K. Review and Approval of Resolution No. 679 Setting Compensation, Reimbursement of Board Member Expenses, Providing for Ethics Training and Related Matters

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

Motion to Approve Consent Agenda

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

7. PUBLIC HEARINGS

A. Consideration and Adoption of Resolution No. 680, Approving Engineer’s Report, Confirming Diagram and Assessment, and Ordering Levy of Assessments for FY 2021-2022 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District

Administrative Services Manager Leonore Young presented SCI Consulting Group’s Engineer’s Report with its proposed assessment and resolution. Jeanette Hynson with SCI was available by phone for the meeting.

Chairman Malloy opened the public hearing. With no members of the public speaking for or against the proposed assessments, Chairman Malloy closed the public hearing.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Magner to adopt Resolution No. 680 accepting the Engineer's Report and ordering the levy of assessment at \$43.52.

**Motion to
Adopt Reso
680, Levy of
Assessments**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

B. Introduction of Ordinance No. 12 Setting District Board Member Compensation

Administrative Analyst Anthony Miller presented Ordinance No. 12 which sets a 5% pay rate increase in Board compensation from \$105 to \$110.25 per meeting since state code requires that any compensation be set by ordinance.

Chairman Malloy opened the public hearing. With no members of the public speaking for or against the Ordinance No. 12, Chairman Malloy closed the public hearing.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Kelley to read the complete Ordinance No. 12 title – *Ordinance No. 12, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation* and to waive further reading.

**Motion to
Read Ord.
12 Title,
Board
Comp**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Roberts to approve the introduction and first reading of the District's *Ordinance No. 12, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation*.

**Motion to
Approve Ord.
No. 12
Introduction**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. Monka Soccer Academy FC Community Service Organization Request

Recreation Services Manager Eric Storrie and Recreation Supervisor Lanny Binney reviewed the history of community service organizations (CSO) with the District along with a 2004 policy statement and a CSO application form which was adopted in 2008. Part of the application form stated that the District could reject an organization from becoming a CSO if existing programs already serve the community needs or if facilities were not available. In 2015, Monka Soccer Academy FC (MSA FC) applied for CSO status and was denied because the District already recognized 2 soccer groups (AYSO and the Eagles) and MSA FC represented the same interests as the 2 existing organizations. MSA FC applied for CSO status again in February 2021 and submitted all the required documents.

Steve Monka, chairman and president of Life Sports Ministries International a non-profit organization which MSA FC is a part and Bryan Monka, technical director of MSA FC provided an overview of the youth soccer club based in Camarillo. Discussion included: MSA's Christian outreach, youth development, community support, lower price point, professional coaching with less team travel and no mandatory parent volunteering.

Chairman Malloy asked for comments from the public regarding this item. Dr. Casey Wake of Camarillo stated that her 3 boys play for MSA FC and they love playing with their friends, but wonder why they cannot play on the PV soccer fields. Dr. Wake said that MSA FC serves the needs of the District and their inclusion as a community service organization would benefit so many more kids in the community.

Kristen Long has grown up in Camarillo involved in various youth groups and wondered why her children who play for MSA FC can be in the same schools as their friends but yet cannot play on PV Fields. Over 80% of MSA FC players are Camarillo residents and the organization is not chasing out of state tournaments like Eagles Soccer does but can offer professional coaches unlike AYSO.

David Woodbury of Camarillo has been an AYSO coach and has 4 children who have played for both AYSO and MSA FC. MSA develops the whole person and offers an entry cost which is lower than Eagles Soccer. Mr. Woodbury stated that MSA players are just as deserving as the Eagles or AYSO players to be able to play their games at PV Fields and there is room for another soccer organization which only needs about 800 hours for about 130 kids.

Jennette Rossling, the new regional commissioner for AYSO Region 68 stated the six philosophies of AYSO: 1) everyone plays at least 50% of every game, 2) new balanced teams are formed every year, 3) registration is open between 4 and 19 years old, 4) positive coaching yields better motivated players, 5) good sportsmanship, and 6) player development with over 1200 players.

Dan Johnston with AYSO stated that field usage has not been normal this past year due to COVID. Over 90% of AYSO players are from Camarillo. Half of the AYSO players practice at PV Fields and the other half practice at other parks. All games are played at PV Fields and AYSO utilizes all of the zones that they are allowed to use. Mr. Johnston stated that parking is an issue and that AYSO has been asked to reduce some of their tournaments, so why would another soccer group be added to the field.

Richard Frank is the current safety director for AYSO and stated that usage of PV Fields is very tight, and they are asked to use different portions of the field in order to keep the grass in good shape. Adding more usage would impact the fields to a possible point of no return. Mr. Frank also stated that with parking a problem, AYSO as a larger organization can schedule their games to reduce the impact of the parking lot.

Mike Mishler with AYSO stated that the District will never have enough facilities for every request made. Local organizations would not want an open access policy because it would be difficult to maintain any consistent league play. If more groups like MSA gain access to PV Fields, then the requests for field space will start increasing more. A 10% increase in usage will destroy the fields.

Further discussion included: Directors Dransfeldt and Roberts request that this item be agendized; understanding of clear policy; software functionality to monitor sports field usage; zone usage, lighting and field space; MSA FC's possible use of fields for games and not practice; concern with additional CSO's for a sport that already has 2 CSO's; need by the 2 CSO's for more field usage if made available; Life Stream Ministries International as the non-profit; questions on financial reporting; and the fact that the District cannot grant favorable status to a religious organization.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve the Monka Soccer Academy FC Community Service Organization request.

Voting was as follows:

Ayes: Roberts, Dransfeldt

Noes: Magner, Kelley, Chairman Malloy

Absent:

**Motion to
Approve MSA
FC CSO
Request**

Motion: Failed, 2-3

Failed

B. Consideration and Approval of Preliminary Fiscal Year 2021-2022 Budgets for the General Fund, the Assessment District Fund and Quimby Fee Fund

Administrative Services Manager Leonore Young presented the balanced preliminary budgets for FY 2021-2022 while acknowledging the challenges of this past year due to COVID-19 and rising costs.

Chairman Malloy called for a motion. A motion was made by Director Dransfeldt and seconded by Director Magner to approve preliminary fiscal year 2021-2022 budgets.

Voting was as follows:

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

Noes:

Absent:

**Motion to
Approve
FY 21/22
Prelim
Budgets**

Motion: Carried

Carried

C. Consideration and Selection of District Recreation Management System Vendor
Administrative Analyst Anthony Miller presented a recommendation to select SmartRec by Amilia Enterprises as the District's new Recreation Management System. The District's current system since 2005 has been ActiveNet which has a transaction-based pricing structure that is overpriced. The District received six proposals which were reviewed by staff. Discussion included: SmartRec's superior user interface, ecommerce focus and integration with Productive Parks.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve and authorize the General Manager to enter a three-year agreement with Amilia Enterprises for the implementation and use of the SmartRec recreation management system.

Motion to Approve SmartRec RMS

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Proposed Board of Directors Decorum and Norms Policy for Elected Officials
General Manager Mary Otten presented a proposed Decorum and Norms Policy which is designed to make public meetings and the process of governance work more efficiently and smoothly. Discussion included concern over the lack of consequences in the self-enforced policy if a board member is out of line; comparison between the proposed policy and Resolution No. 532; specific wording and need for additional work on the proposed policy. Chairman Malloy tabled this item for further discussion and Policy Committee review.

Item Tabled

9. **ORAL COMMUNICATION - INFORMATIONAL ITEMS**

A. Chairman's Report – Chairman Malloy reviewed the meetings attended in May. He stated that people have complained that Camarillo Grove Park is being used by professional dog walkers and that some people are afraid to go there. If any business is being run within our parks, they need to work with the District and obey all park rules.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner reported on a June 1 meeting with Alejandra Tellez, a VCERA speaker, in attendance. CSDA – Director Magner stated that the legislative process in Sacramento is finishing up for the year. In August, the 2021 Annual Conference and Exhibitor Showcase will be an in-person event in Monterey. Elections for CSDA board members for seat A are currently running.

C. Ventura County Consolidated Oversight Board – No meeting.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported on a May 10 Zoom meeting which reviewed grant options from a wildlife early action plan. PVRPD may be able to be involved due to its experience with the 2018 Hill Fire.

E. Standing Committees – Finance – Chairman Malloy stated that the lower spending in April was good because water use and prices will jump soon. Liaison – No meeting. Long Range Planning – No meeting. Personnel – Director Magner stated that the salary schedule report will be before the Board in July. Policy – No meeting.

F. Ad Hoc Committees – Pickleball/Tennis – No meeting.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that there will be a family-oriented fundraising activity on September 18 to get to know District parks.

H. General Manager's Report – General Manager Otten stated that the City will be discussing the possibility of summer concerts in the next week and the District also hopes to hear back in June regarding CDBG funding for food distribution. Adult kickball and softball for the summer league will begin soon along with National Trails Day on June 5 and a semi-annual Rummage Sale on June 19. New private swim lessons have opened for July and August. New amenities such as benches have been added to several parks and PV Fields will be closed from June 14 through July for a rest period. The state legislature is making headway into possibly providing COVID relief funding for special districts. Administrative Analyst Anthony Miller will be leaving the District for a position in Oxnard and he will be missed.

I. Board Members - The Board thanked Mr. Miller for his technical assistance, his passion, care and intelligence in staff reports, and for making a difference within the District.

10. ADJOURNMENT

Chairman Malloy adjourned the meeting at 9:49 p.m. in appreciation of Administrative Analyst Anthony Miller's contribution to the District.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Mark Malloy
Chairman

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
June 17, 2021**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:02 pm by Chairman Malloy.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

Also Present: General Manager Mary Otten, Customer Service Lead/Recording Board Secretary Karen Roberts, Human Resources Specialist Kathryn Drewry, Colin Tanner, and Tiffany Israel.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. CLOSED SESSION

A. Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721. There was no action taken.

B. Conference with Legal Counsel – Litigation

The District Board conducted a closed session, pursuant to Govt. Code Section 54856.9(d)(2), to confer with legal counsel regarding one case with significant exposure to litigation. There was no action taken.

7. ADJOURNMENT

Chairman Malloy adjourned the meeting at 6:32 pm.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Mark Malloy
Chairman**

Pleasant Valley Recreation and Park District
Finance Report
May 2021

	Date	Amount	
Accounts Payables:	5/2021	\$ 245,062.39	
	Total	\$ 245,062.39	
Payroll (Total Cost):	5/13/2021	\$ 132,903.57	
	5/27/2021	\$ 133,707.30	
	Total	\$ 266,610.87	
Outgoing:Online Payments			
	5/7/2021	\$ 32,782.25	CALPERS- Health Insurance
	5/7/2021	\$ 521.25	VSP- Vision Insurance
	5/7/2021	\$ 1,820.87	The Hartford
	5/7/2021	\$ 2,268.84	The Guardian
	5/7/2021	\$ 378.84	Aflac
	5/13/2021	\$ 14,636.89	CALPERS- Ret.-PR-05/13/21
	5/27/2021	\$ 14,740.93	CALPERS- Ret.-PR-05/27/21
	Total	\$ 67,149.87	
	Grand Total	\$ 578,823.13	

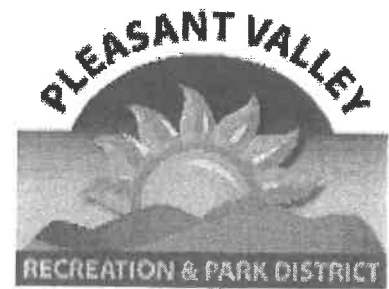
CASH REPORT

	5/31/2021 Balance	5/31/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 256,423.64	\$ 126,725.49	
457 Pension Trust Restricted	\$ 86,367.67	\$ 60,874.52	
Quimby Fee - Restricted	\$ 411,537.53	\$ 172,186.41	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,543,919.59	\$ 4,682,264.92	
FCDP Checking	\$ 13,465.76	\$ 22,128.61	
Total	\$ 5,311,714.19	\$ 5,479,601.09	
Semi-Restricted Funds			
Assessment	\$ 1,065,586.21	\$ 980,529.45	
Capital Improvement	\$ 38,835.65	\$ 30,655.42	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 60,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF - Capital #1200	\$ 4,045,795.87	\$ 2,542,455.63	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 5,827,459.47	\$ 4,056,882.24	
Unrestricted Funds			
Contingency	\$ 12,227.50	\$ 76,202.20	
LAIF/Cal Trust - Contingency #1301	\$ 2,320,504.80	\$ 2,621,990.77	
General Fund Checking	\$ 424,618.80	\$ 382,876.94	
Total	\$ 2,757,351.10	\$ 3,081,069.91	
Total of all Funds	\$ 13,896,524.76	\$ 12,617,553.24	\$ 1,278,971.52
	6/7/2021 Balance	6/30/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 256,423.64	\$ 126,725.49	
457 Pension Trust Restricted	\$ 83,834.16	\$ 60,351.50	
Quimby Fee - Restricted	\$ 411,537.53	\$ 139,536.54	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,543,919.59	\$ 4,544,069.90	
FCDP Checking	\$ 13,465.76	\$ 22,128.61	
Total	\$ 5,309,180.68	\$ 5,308,233.18	
Semi-Restricted Funds			
Assessment	\$ 1,027,593.00	\$ 919,610.35	
Capital Improvement	\$ 38,835.65	\$ 46,123.95	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF - Capital #1200	\$ 4,045,795.87	\$ 2,402,111.78	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 5,789,466.26	\$ 3,890,087.82	
Unrestricted Funds			
Contingency	\$ 12,227.50	\$ 76,202.20	
LAIF/Cal Trust - Contingency #1301	\$ 2,320,504.80	\$ 953,691.04	
General Fund Checking	\$ 408,951.33	\$ 1,851,214.59	
Total	\$ 2,741,683.63	\$ 2,881,107.83	
Total of all Funds	\$ 13,840,330.57	\$ 12,079,428.83	\$ 1,760,901.74

Bank Reconciliation

Board Audit

User: FSantos
 Printed: 07/01/2021 - 3:36PM
 Date Range: 05/01/2021 - 05/31/2021
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	MUFG UNION BANK , N.A.	MUFG: ANNUAL ADM. FEE/ 4/1/21	05/06/2021	2,250.00
24255	ANGIE SANDOVAL	SANDOVAL,A: DEPOSIT REFUND/	05/20/2021	50.00
24265	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 04/2021 INSUR.	05/20/2021	534.00
Total for Department: 00 Non Departmentalized				2,834.00
Department: 03 Recreation				
0	US BANK	US BANK: CALCARD CHARGES S	05/11/2021	212.76
0	DEBRA GREENWOOD	GREENWOOD, D: INSTRUCTOR F	05/06/2021	1,065.35
0	DEBRA GREENWOOD	D.GREENWOOD: INSTRUCTOR FE	05/20/2021	447.20
0	ELEONORA CORTINA	CORTINA,E: INSTRUCTOR FEES/Z	05/20/2021	182.00
0	PATRICIA J. BOLLAND	BOLLAND P: INSTRUCTOR FEES/	05/06/2021	936.00
24212	AMERICAN RED CROSS	AMERICAN RED CROSS: STAFF T	05/06/2021	558.00
24220	CLIFTON G. GORE JR.	GORE,C: INSTRUCTOR FEES/TAI	05/06/2021	791.70
24222	HARVEY MARDYKS	MARDYKS H: INSTRUCTOR FEES	05/06/2021	1,160.25
24223	LUCILE B. MOSIER	MOSIER L: INSTRUCTOR FEES/TE	05/06/2021	390.00
24242	AMERICAN RED CROSS	AMERICAN RED CROSS: LIFEGU/	05/20/2021	200.00
24250	ROBERT INGLIS	INGLIS, R: INSTRUCTOR FEES/PA	05/20/2021	32.50
24252	BRYAN MONKA	B.MONKA: INSTRUCTOR FEES/YC	05/20/2021	1,218.75
24259	BRIAN SMALLWOOD	B SMALLWOOD: INSTRUCTOR FE	05/20/2021	227.50
24260	BARBARA SPANDRIO	SPANDRIO B: CLASS REFUND 236	05/20/2021	86.00
24267	MARIO SANCHEZ	M.SANCHEZ: UMPIRE/SPRING 20	05/20/2021	150.00
Total for Department: 03 Recreation				7,658.01
Department: 04 Parks				
0	ARAMSCO INC.	ARAMSCO: COVID PPE/FACE SHI	05/06/2021	5,438.59
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERV./LS A	05/04/2021	11,697.93
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERV/FREI	05/18/2021	17.06
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/1.	05/19/2021	10,938.89
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERV./LS P	05/21/2021	19,189.03
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/S	05/28/2021	23,541.07
0	SOCAL GAS COMPANY	SOCAL GAS CO: GAS SERVICE/FR	05/04/2021	172.08
0	SOCAL GAS COMPANY	SOCAL GAS: GAS SERVICE/AQUA	05/28/2021	2,143.86
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/NANCY BL	05/03/2021	208.82
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/SPANISH H	05/05/2021	1,337.66
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/MEL VINCI	05/11/2021	1,586.97
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/CAM GROV	05/13/2021	6,450.88
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/PV FIELDS	05/19/2021	2,023.12
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/FOOTHILL-	05/21/2021	55.08
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/LS LAURE]	05/24/2021	1,306.01
0	US BANK	US BANK: CALCARD CHARGES S	05/11/2021	2,813.80
0	WEX BANK	WEX BANK: 04/2021 FUEL PURCH	05/06/2021	3,712.79
0	DUSTIN FABER	FABER,D: BOOTS REIMBURSEME	05/06/2021	320.00
0	JOHN FLETCHER	FLETCHER, J: REIMBURSEMENT]	05/20/2021	135.24
24211	AMERICAN PLASTICS CORP.	AMERICAN PLASTICS: SNEEZE G	05/06/2021	171.60
24213	B & B DO IT CENTER	B&B:AUGER/SPRAY TEXTURE/FA	05/06/2021	968.07
24214	BATTERIES PLUS BULBS 320	BATTERIES&BULBS: NEW BATTE	05/06/2021	140.37
24217	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: CHA	05/06/2021	68.53

Check No.	Vendor/Employee	Transaction Description	Date	Amount
24218	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	05/06/2021	10,856.36
24219	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: RECYCLE SVC	05/06/2021	91.17
24221	M & B SERVICES INC.	M&B SERVICES: SNAKED FLOOR	05/06/2021	170.00
24224	NAPA AUTO PARTS	NAPA AUTO: CAT CONV GASKET/	05/06/2021	176.36
24226	PHOENIX GROUP INFORMATION :	PHOENIX: PCSC FOR MONTH OF (05/06/2021	335.00
24227	RAIN MASTER IRRIGATION SYST	RAIN MASTER: IRRIGATION CON	05/06/2021	568.10
24228	SITEONE LANDSCAPE SUPPLY LL	SITE ONE: IRRIGATION SUPPLIES	05/06/2021	1,600.45
24229	RONALD & JENNIFER SKARE	AIRE SERV: NEW HVAC SYSTEM I	05/06/2021	10,876.76
24230	THOMPSON BUILDING MATERIAI	THOMPSON BUILDING: RAPID SE	05/06/2021	29.42
24231	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES: 1 GAL	05/06/2021	116.90
24234	B & B DO IT CENTER	B&B: BRASS NIPPLE.COLD HAND	05/06/2021	24.25
24235	BUFFUM'S SAFE & LOCK SVC	BUFFUM'S SAFE&LOCK:DEADBO	05/06/2021	21.40
24236	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO:PVC 80,BUSHINC	05/06/2021	25.94
24237	NAPA AUTO PARTS	NAPA AUTO:REAR MAIN SEAL SE	05/06/2021	151.70
24239	TURF STAR INC.	TURFSTAR:MOWER PARTS/SHOP	05/06/2021	42.83
24241	ALL PHASE ELECTRIC	ALL PHASE ELECTRIC: LAMP REI	05/13/2021	322.12
24243	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECY:04/	05/20/2021	947.39
24244	B & B DO IT CENTER	B&B: FASTENERS/GLOVES/MARK	05/20/2021	196.80
24245	BATTERIES PLUS BULBS 320	BATTERIES+BULBS: BATTERY FO	05/20/2021	122.37
24246	CAMROSA WATER DISTRICT	CAMROSA WATER DIST.: WATER I	05/20/2021	20,684.48
24247	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW WATER: LP EQUESTI	05/20/2021	54.00
24249	EWING IRRIGATION PRODUCTS II	EWING IRRIGATION: IRRIGATION	05/20/2021	475.93
24253	NAPA AUTO PARTS	NAPA AUTO: CREDIT FOR RETUR	05/20/2021	588.24
24254	PACIFIC TENNIS COURTS	PACIFIC TENNIS COURTS:PICKLE	05/20/2021	3,600.00
24256	SECOR PAINTING	SECOR PAINTING: PAINTED TRAS	05/20/2021	8,830.00
24257	SITEONE LANDSCAPE SUPPLY LL	SITE ONE: IRRIGATION SUPPLIES	05/20/2021	3,147.88
24258	RONALD & JENNIFER SKARE	SKARE/AIRE SERV: HVAC SYSTEI	05/20/2021	4,116.13
24261	U-RENT INC.	U RENT:CONCRETE PLANER/LOK	05/20/2021	301.80
24263	W & S SERVICES	W&S: SEWER SERVICE/SHOP- 3/3	05/20/2021	554.30
24264	EWING IRRIGATION PRODUCTS II	EWING: IRRIGATION SUPPLIES/FRI	05/20/2021	951.66
24265	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 03/2021 INSUR/	05/20/2021	-20.66
24268	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/FREEDOM	05/20/2021	10.94
24270	SITEONE LANDSCAPE SUPPLY LL	SITEONE: 60 TREE STAKE LODGE	05/25/2021	764.28
Total for Department: 04 Parks				165,171.75
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: 03/2021 LI	05/06/2021	5,229.00
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: 04/2020 LI	05/20/2021	1,323.00
0	CULLIGAN OF SYLMAR	CULLIGAN WATER:04/2021 BOTTI	05/06/2021	64.00
0	DIGITAL DEPLOYMENT	DIGITAL DEPLOYMENT/STREAM	05/06/2021	300.00
0	EMPLOYMENT DEVELOPMENT D	EDD: SUI CHARGES FOR QTR ENI	05/07/2021	3,112.50
0	MUFG UNION BANK , N.A.	MUFG: WIRE FEE- 4/1/20-3/31/21	05/06/2021	70.00
0	SPECTRUM BUSINESS	SPECTRUM:MONTHLY CABLE SV	05/06/2021	17.05
0	US BANK	US BANK: CALCARD CHARGES S	05/11/2021	2,958.34
24210	ALLCONNECTED, INC.	ALLCONNECTED: 04/2021 COMP.	05/06/2021	1,174.00
24215	BAY ALARM	BAY ALARM: ALARM SYSTEM /D	05/06/2021	330.00
24233	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM:INTERNE	05/06/2021	1,523.48
24238	DAVID TORFEH	TORFEH,D:INSTRUCTOR FEES/HC	05/06/2021	62.50
24251	KONICA MINOLTA	KONICA MINOLTA: 04/2021=BIZHI	05/20/2021	1,085.78
24260	BARBARA SPANDRIO	SPANDRIO B: ADMIN FEE REFUN	05/20/2021	8.00
24266	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES/ADM	05/20/2021	48.44
24271	ALLCONNECTED, INC.	ALLCONNECTED: 05/2021 CLOUD	05/27/2021	210.00
Total for Department: 05 Administration				17,516.09
Total for Fund:10 General Fund				193,179.85

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
24216	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW LANDSCAPE SVC: I	05/06/2021	21,980.84
24225	NATURAL GREEN LANDSACAPES	NATURAL GREEN:MONTHLY LAN	05/06/2021	16,012.37
24232	WEST COAST ARBORISTS INC.	WCA: PALM TREE PRUNING/MISS	05/06/2021	11,937.50
Total for Department: 00 Non Departmentalized				49,930.71
Total for Fund:20 Assessment Fund				49,930.71

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CALCARD CHARGES S	05/11/2021	877.37
24262	VENTURA COUNTY STAR	VC STAR: BID PROPOSAL AD/COM	05/20/2021	1,074.46
Total for Department: 00				1,951.83
Total for Fund:30 Park Dedication Fund				1,951.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		245,062.39

Ventura County Pool

Investment Name	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020
Ventura County Pool	2.089%	2.02%	1.995%	1.887%	1.796%	1.604%	1.451%	1.293%	1.103%
	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021
Ventura County Pool	.958%	.796%	.690%	.518%	.464%	.495%	.410%	.383%	.357%

• Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020
Local Agency Investment Fund (LAIF)	2.043%	1.967%	1.912%	1.787%	1.648%	1.363%	1.217%	.920%	.784%
	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021
Local Agency Investment Fund (LAIF)	.685%	.620%	.576%	.540%	.458%	.407%	.357%	.339%	.315%

Cal Trust

Investment Name	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020
Cal Trust	1.52%	1.50%	1.50%	.79%	.27%	.15%	.10%	.07%	.004%
	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021
Cal Trust	.09%	.07%	.04%	.03%	.03%	.03%	.05%	.05%	.05%

**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: July 7, 2021

SUBJECT: FINANCE REPORT MAY 2021

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for May 31, 2021, for Fund 10, Fund 20, and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH MAY 31, 2021

The District's Statements of Revenues and Expenditures for the period of July 1, 2020, through May 31, 2021, with a year-to-date comparison for the period of July 1, 2019 through May 31, 2020 are attached. The percentage rate used for the 2020-2021 fiscal year budget is 92% for Period 11 of the fiscal year.

REVENUES

Total revenue for the 11th month ending May 31, 2021, for Fund 10 (General Fund) has an overall decrease of \$91,727 in comparison to fiscal year 2019-2020. Overall, the District's revenue is rebounding in comparison to what staff projected at mid-year; this is primarily due to the COVID-19 vaccine, moving into less restrictive tiers and now the State of California opening fully as of June 15th.

Total revenue for the 11th month ending May 31, 2021, for Fund 20 (Assessment District) is at 99.30% of budget.

For Fund 30, the Park Dedication Fund had limited revenue for the month of May 2021.

EXPENDITURES

Personnel Expenditures have decreased by \$77,259 for fiscal year 2020-2021 in comparison to personnel expenses for the same time last year. This is primarily due to a decrease in Part Time Salaries (\$236,869) and an increase in various other personnel accounts.

Services and Supplies Expenditures for Fund 10 have decreased \$535,507 in comparison to the same time as last year. The primary accounts showing a decrease in comparison to last fiscal year are 1) Hill Fire (\$368,974), 2) Reserve Dry Period (\$90,000), and 3) COVID Refunds (\$71,353).

Fund 20 is at 93.18% in Personnel and 91.55% in Service and Supplies. Services and Supplies are below the marker by 0.45% for the 11th month of the fiscal year.

Fund 30 had minimal activity for May 2021.

Both Fund 10 and Fund 30 continue to show progress in the Capital Improvement Projects for the fiscal year.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 5.50% and under the approved budget for Fund 20 by 0.42%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for May 31, 2021 for Fund 10, Fund 20, and Fund 30.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of May 31, 2021, Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of May 31, 2021, Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of May 31, 2021, Fund 30
(1 page)

**General Ledger
Fund 10 General Fund
May 2021 92%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110-5240	\$ (66,282.90)	\$ (6,820,037.11)	\$ (7,149,124.12)	\$ (6,481,869.00)	\$ 667,255.12	110.29%
Interest Earnings	5310	\$ (2,384.37)	\$ (79,341.26)	\$ (25,937.71)	\$ (20,635.00)	\$ 5,302.71	125.70%
Dividends - CAPRI Prior Years	5460	\$ -	\$ (11,709.00)	\$ -	\$ -	\$ -	0.00%
Hill Fire 2018	5465	\$ -	\$ (156,693.01)	\$ (219,884.01)	\$ (219,884.00)	\$ 0.01	100.00%
Park Patrol Citations	5506	\$ -	\$ (3,842.95)	\$ (1,100.00)	\$ (1,900.00)	\$ (800.00)	57.89%
Bingo Revenue	5508	\$ (521.50)	\$ -	\$ (521.50)	\$ -	\$ 521.50	0.00%
Contract Classes-Public Fees	5510	\$ (21,217.40)	\$ (140,144.17)	\$ (91,472.51)	\$ (41,698.00)	\$ 49,774.51	219.37%
Public Fees	5511	\$ (10,250.25)	\$ (221,847.35)	\$ (61,435.19)	\$ (20,000.00)	\$ 41,435.19	307.18%
Public Fees-Entry Fees	5520	\$ (3,109.00)	\$ (27,797.76)	\$ (6,698.00)	\$ (2,000.00)	\$ 4,698.00	334.90%
Vending Concessions	5525	\$ -	\$ (2,525.50)	\$ -	\$ -	\$ -	0.00%
Rental	5530	\$ (29,786.90)	\$ (315,570.58)	\$ (199,878.78)	\$ (100,900.00)	\$ 98,978.78	198.10%
Cell Tower Revenue	5535	\$ (8,259.80)	\$ (86,722.64)	\$ (89,493.25)	\$ (91,704.00)	\$ (2,210.75)	97.59%
Parking Fees	5540	\$ (1,839.91)	\$ (9,244.46)	\$ (9,582.36)	\$ (6,261.00)	\$ 3,321.36	153.05%
Dues	5550	\$ -	\$ 50.00	\$ -	\$ -	\$ -	0.00%
Activity Guide Revenue	5555	\$ (600.00)	\$ (23,460.00)	\$ (1,450.00)	\$ -	\$ 1,450.00	0.00%
Sponsorships/Donations	5558	\$ (1,000.00)	\$ (4,700.00)	\$ (3,565.00)	\$ -	\$ 3,565.00	0.00%
Staffing Cost Recovery	5563	\$ (4,246.00)	\$ (20,250.06)	\$ (24,093.00)	\$ (7,500.00)	\$ 16,593.00	321.24%
Special Event Permits	5564	\$ -	\$ (303.00)	\$ (600.00)	\$ -	\$ 600.00	0.00%
Security Services Recovery	5566	\$ -	\$ (2,250.00)	\$ -	\$ -	\$ -	0.00%
Contributions	5570	\$ (2,239.00)	\$ (94,777.00)	\$ (37,239.00)	\$ (36,000.00)	\$ 1,239.00	103.44%
Grants	5573	\$ -	\$ (24.65)	\$ -	\$ -	\$ -	0.00%
Other Misc Revenue	5575	\$ (4,648.00)	\$ (58,235.52)	\$ (61,711.21)	\$ (20,082.00)	\$ 41,629.21	307.30%
Credit Card Processing Fee	5576	\$ (0.90)	\$ (696.03)	\$ (93.79)	\$ -	\$ 93.79	0.00%
Cash Over/Under	5580	\$ (55.00)	\$ (110.00)	\$ (166.00)	\$ -	\$ 166.00	0.00%
Incentive Income	5585	\$ (20.24)	\$ (2,208.48)	\$ (620.68)	\$ (800.00)	\$ (179.32)	77.59%
Reimbursement - ROPS	5600	\$ -	\$ (309,187.20)	\$ (373,105.94)	\$ (313,000.00)	\$ 60,105.94	119.20%
Reimb-Needs Assessment/LPA	5605	\$ -	\$ (75,482.17)	\$ (17,610.38)	\$ -	\$ 17,610.38	0.00%
Revenue		\$ (156,461.17)	\$ 8,467,109.90	\$ 8,375,382.43	\$ 7,364,233.00	\$ (1,011,149.43)	113.73%
YTD Comparison				\$ (91,727.47)			

Personnel Expense

Full Time Salaries	6100	\$ 175,922.37	\$ 2,086,683.10	\$ 2,077,546.54	\$ 2,331,694.00	\$ 254,147.46	89.10%
Overtime Salaries	6101	\$ 422.26	\$ 24,111.81	\$ 8,950.83	\$ 15,490.00	\$ 6,539.17	57.78%
Car Allowance	6105	\$ 830.74	\$ 9,968.88	\$ 9,968.88	\$ 10,800.00	\$ 831.12	92.30%
Cell Phone Allowance	6108	\$ 1,052.14	\$ 15,195.00	\$ 12,780.42	\$ 14,610.00	\$ 1,829.58	87.48%
Part-Time Salaries	6110	\$ 23,019.23	\$ 398,567.64	\$ 161,698.21	\$ 232,516.00	\$ 70,817.79	69.54%
Retirement	6120	\$ 29,517.22	\$ 345,146.80	\$ 357,559.53	\$ 404,671.00	\$ 47,111.47	88.36%
457 Pension	6121	\$ 87.17	\$ 6,696.34	\$ 7,013.49	\$ 7,445.00	\$ (431.51)	94.20%
Deferred Compensation	6125	\$ 354.92	\$ -	\$ 4,259.04	\$ 4,615.00	\$ 355.96	92.29%
Employee Insurance	6130	\$ 23,616.27	\$ 196,721.61	\$ 304,855.28	\$ 303,622.00	\$ (1,233.28)	100.41%
Workers Compensation	6140	\$ 11,750.99	\$ 103,524.63	\$ 92,643.00	\$ 141,014.00	\$ 48,371.00	65.70%
Unemployment Insurance	6150	\$ 8,978.00	\$ 633.00	\$ 28,430.50	\$ 53,400.00	\$ 24,969.50	53.24%
Loan - Pension Obligation	6160	\$ 21,395.17	\$ 275,810.37	\$ 235,346.83	\$ 256,742.00	\$ 21,395.17	91.67%
PERS Unfunded Liability	6170	\$ -	\$ 349,318.00	\$ 434,065.00	\$ 434,065.00	\$ -	100.00%
Personnel Expense		\$ 296,946.48	\$ 3,812,377.18	\$ 3,735,117.55	\$ 4,210,684.00	\$ 474,703.43	88.71%
YTD Comparison				\$ (77,259.63)			

Services and Supplies Expense

Telephone/Internet	6210	\$ 1,647.53	\$ 16,332.06	\$ 18,671.87	\$ 16,596.00	\$ (2,075.87)	112.51%
Internet Services	6220	\$ 1,474.00	\$ 31,805.07	\$ 17,432.00	\$ 27,135.00	\$ 9,703.00	64.24%
IT Infrastructure	6230	\$ -	\$ 1,035.08	\$ 1,196.96	\$ 2,000.00	\$ 803.04	59.85%
Computer Hardware/Software	6240	\$ -	\$ 11,247.96	\$ 9,059.89	\$ 10,040.00	\$ 980.11	90.24%
Pool Chemicals	6310	\$ 455.44	\$ 2,597.49	\$ 1,904.17	\$ 7,250.00	\$ 5,345.83	26.26%
Janitorial Supplies	6320	\$ 6,474.22	\$ 31,568.10	\$ 29,509.02	\$ 52,400.00	\$ 22,890.98	56.31%
COVID-19	6321	\$ -	\$ 30,597.94	\$ 10,285.84	\$ 5,100.00	\$ (5,185.84)	201.68%
Kitchen Supplies	6330	\$ -	\$ 352.26	\$ -	\$ -	\$ -	0.00%
Food Supplies	6340	\$ -	\$ 2,624.88	\$ -	\$ -	\$ -	0.00%
Water Maint & Service	6350	\$ 71.25	\$ 909.02	\$ 836.00	\$ 1,239.00	\$ 403.00	67.47%
Laundry/Wash Service	6360	\$ -	\$ 181.00	\$ 178.00	\$ 480.00	\$ 302.00	37.08%
Medical Supplies	6380	\$ -	\$ 21.98	\$ -	\$ -	\$ -	0.00%
Insurance Liability	6410	\$ -	\$ 142,201.00	\$ 208,084.00	\$ 209,311.00	\$ 1,227.00	99.41%
Fuel	6510	\$ 4,270.06	\$ 38,748.93	\$ 41,224.11	\$ 50,400.00	\$ 9,175.89	81.79%
Vehicle Maintenance	6520	\$ 2,153.60	\$ 20,230.60	\$ 21,996.32	\$ 34,400.00	\$ 12,403.68	63.94%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ 116.89	\$ -	\$ (116.89)	0.00%
Building Repair	6610	\$ 19,922.66	\$ 70,741.80	\$ 49,186.70	\$ 83,000.00	\$ 33,813.30	59.26%
HVAC	6620	\$ 4,116.13	\$ 1,109.61	\$ 7,815.82	\$ 8,820.00	\$ 1,004.18	88.61%
Playground Maintenance	6630	\$ -	\$ 21,333.27	\$ 3,443.80	\$ 40,000.00	\$ 36,556.20	8.61%
Hill Fire 2018	6640	\$ -	\$ 368,974.05	\$ -	\$ -	\$ -	0.00%
Grounds Maintenance	6710	\$ 3,194.47	\$ 71,477.88	\$ 74,761.15	\$ 86,220.00	\$ 11,458.85	86.71%
Tree Care	6719	\$ -	\$ 27,972.00	\$ 25,559.88	\$ 30,000.00	\$ 4,440.12	85.20%
Park Signage (Branding)	6725	\$ -	\$ 6,895.75	\$ -	\$ -	\$ -	0.00%
Contracted Pest Control	6730	\$ -	\$ 820.00	\$ 760.00	\$ 3,000.00	\$ 2,240.00	25.33%
Rubbish & Refuse	6740	\$ 4,336.74	\$ 64,264.02	\$ 62,676.64	\$ 77,006.00	\$ 14,329.36	81.39%
Vandalism/Theft	6750	\$ -	\$ -	\$ 265.91	\$ 500.00	\$ 234.09	53.18%

**General Ledger
Fund 10 General Fund
May 2021 92%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Memberships	6810	\$ -	\$ 12,928.89	\$ 12,370.00	\$ 13,696.00	\$ 1,326.00	90.32%
Office Supplies	6910	\$ 125.09	\$ 15,114.33	\$ 4,012.74	\$ 15,882.26	\$ 11,872.26	25.26%
Postage Expense	6920	\$ -	\$ 12,489.08	\$ 1,037.65	\$ 2,250.00	\$ 1,212.35	46.12%
Advertising Expense	6930	\$ -	\$ 2,865.90	\$ 900.00	\$ 6,240.00	\$ 5,340.00	14.42%
Printing Charges	6940	\$ -	\$ 11,426.29	\$ 9,272.16	\$ 13,338.00	\$ 4,065.84	69.52%
ActiveNet Charges	6950	\$ 3,776.15	\$ 39,717.46	\$ 20,251.06	\$ 52,542.00	\$ 32,290.94	38.54%
Approp Redev/Collection Fees	6960	\$ -	\$ 541,195.76	\$ 509,538.40	\$ 481,576.00	\$ (27,962.40)	105.81%
Minor Furn Fixture & Equip	6980	\$ -	\$ 1,122.61	\$ 1,121.45	\$ 1,134.00	\$ 12.55	98.89%
Comp Hardware/Software Exp	6990	\$ -	\$ 149.90	\$ -	\$ -	\$ -	0.00%
Fingerprint Fees (HR)	7010	\$ -	\$ 1,241.00	\$ 47.00	\$ 2,060.00	\$ 2,013.00	2.28%
Fire & Safety Insp Fees	7020	\$ -	\$ 3,311.95	\$ 2,239.93	\$ 2,975.00	\$ 735.07	75.29%
Permit & Licensing Fees	7030	\$ -	\$ 3,203.17	\$ 1,740.26	\$ 3,650.00	\$ 1,909.74	47.68%
State License Fee	7040	\$ -	\$ 852.50	\$ 657.50	\$ 800.00	\$ 142.50	82.19%
Professional Services	7100	\$ -	\$ 3,384.13	\$ 7,000.00	\$ 7,000.00	\$ -	100.00%
Legal Services	7110	\$ -	\$ 79,535.44	\$ 35,822.06	\$ 90,000.00	\$ 54,177.94	39.80%
Typeset and Print Services	7115	\$ -	\$ 27,804.57	\$ -	\$ -	\$ -	0.00%
Instructor Services	7120	\$ 1,141.70	\$ 92,379.12	\$ 34,274.25	\$ 57,138.00	\$ 22,863.75	59.99%
PERS Admin Fees	7125	\$ -	\$ 1,957.84	\$ 1,130.80	\$ 2,110.00	\$ 979.20	53.59%
Audit Services	7130	\$ -	\$ 7,260.00	\$ 11,760.00	\$ 20,175.00	\$ 8,415.00	58.29%
Medical & Health Svcs (HR)	7140	\$ -	\$ 4,402.50	\$ 500.00	\$ 4,000.00	\$ 3,500.00	12.50%
Security Services	7150	\$ 345.00	\$ 1,498.09	\$ 2,932.50	\$ 3,200.00	\$ 267.50	91.64%
Entertainment Services	7160	\$ -	\$ 420.00	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Business Services	7180	\$ 2,267.05	\$ 49,063.92	\$ 78,248.96	\$ 88,614.00	\$ 10,365.04	88.30%
Umpire/Referee Services	7190	\$ 150.00	\$ 919.00	\$ 150.00	\$ -	\$ (150.00)	0.00%
Subscriptions	7210	\$ -	\$ 1,692.77	\$ 1,273.99	\$ 3,524.00	\$ 2,250.01	36.15%
Rents & Leases - Equip	7310	\$ 123.93	\$ 14,591.30	\$ 2,570.04	\$ 11,200.00	\$ 8,629.96	22.95%
Bldg/Field Leases & Rental	7320	\$ -	\$ 60.00	\$ (60.00)	\$ -	\$ 60.00	0.00%
Event Supplies	7410	\$ -	\$ 986.39	\$ 118.63	\$ 780.00	\$ 661.37	15.21%
Supplies	7420	\$ -	\$ 9,993.37	\$ 1,484.00	\$ -	\$ (1,484.00)	0.00%
Bingo Supplies	7430	\$ 430.82	\$ 5,748.58	\$ 430.82	\$ 600.00	\$ 169.18	71.80%
Sporting Goods	7440	\$ -	\$ 4,035.01	\$ 207.91	\$ 1,000.00	\$ 792.09	20.79%
Arts and Craft Supplies	7450	\$ -	\$ 51.39	\$ -	\$ -	\$ -	0.00%
Training Supplies	7460	\$ -	\$ 764.36	\$ 699.71	\$ 1,600.00	\$ 900.29	43.73%
Small Tools	7500	\$ 240.01	\$ 3,134.18	\$ 4,312.05	\$ 5,000.00	\$ 687.95	86.24%
Safety Supplies	7510	\$ -	\$ 3,686.43	\$ 853.51	\$ 1,260.00	\$ 406.49	67.74%
Uniform Allowance	7610	\$ -	\$ 7,102.40	\$ 4,168.94	\$ 3,250.00	\$ (918.94)	128.28%
Safety Clothing	7620	\$ 387.60	\$ 1,437.11	\$ 1,610.23	\$ 4,544.00	\$ 2,933.77	35.44%
Conference&Seminar Staff	7710	\$ -	\$ 18,176.18	\$ 4,083.33	\$ 7,564.00	\$ 3,480.67	53.98%
Conference&Seminar Board	7715	\$ -	\$ 545.00	\$ -	\$ 2,575.00	\$ 2,575.00	0.00%
Conference&Seminar Travel Exp	7720	\$ -	\$ 6,075.56	\$ -	\$ 2,071.00	\$ 2,071.00	0.00%
Out of Town Travel Board	7725	\$ -	\$ 846.72	\$ -	\$ 3,231.00	\$ 3,231.00	0.00%
Private Vehicle Mileage	7730	\$ -	\$ 1,101.70	\$ 123.00	\$ 1,684.00	\$ 1,561.00	7.30%
Buses/Excursions	7750	\$ -	\$ 4,336.94	\$ -	\$ -	\$ -	0.00%
Tuition/Book Reimbursement	7760	\$ -	\$ 1,268.75	\$ -	\$ -	\$ -	0.00%
Utilities - Gas	7810	\$ 2,170.79	\$ 20,481.99	\$ 23,834.89	\$ 29,715.00	\$ 5,880.11	80.21%
Utilities - Water	7820	\$ 35,565.44	\$ 554,740.23	\$ 743,917.53	\$ 865,373.00	\$ 121,455.47	85.96%
Utilities - Electric	7830	\$ 1,409.75	\$ 143,231.28	\$ 119,306.44	\$ 170,000.00	\$ 50,693.56	70.18%
Airport Assessment Exp	7840	\$ -	\$ 14,235.00	\$ 842.00	\$ 14,000.00	\$ 13,158.00	6.01%
Awards and Certificates	7910	\$ -	\$ 11,436.67	\$ 1,433.67	\$ 2,610.00	\$ 1,176.33	54.93%
Meals for Staff Training	7920	\$ -	\$ 1,835.08	\$ 910.51	\$ 3,560.00	\$ 2,649.49	25.58%
Employee Morale	7930	\$ -	\$ 1,170.72	\$ 144.24	\$ -	\$ (144.24)	0.00%
COP Debt - PV Fields	7950	\$ -	\$ 235,099.74	\$ 229,759.38	\$ 229,760.00	\$ 0.62	100.00%
Reserve Vehicle Fleet	7970	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	0.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Dry Period	7973	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 30,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	100.00%
Admin Fee/CC Refund 2020	8112	\$ 94.00	\$ 83,092.32	\$ 11,738.34	\$ 12,000.00	\$ 261.66	97.82%
Services and Supplies Expense		\$ 96,343.43	\$ 3,164,242.37	\$ 2,628,734.85	\$ 3,146,181.00	\$ 517,446.15	83.55%
YTD Comparison				\$ (535,507.52)			

Capital

Equip/Facility Replacement	8420	\$ -	\$ 52,880.88	\$ 269.42	\$ 30,000.00	\$ 29,730.58	0.90%
Sr/Community Rec Facility	8422	\$ -	\$ 7,270.00	\$ -	\$ -	\$ -	0.00%
Mtr Enclosur-Encnt,Fhill,Adolf	8456	\$ -	\$ 7,872.15	\$ -	\$ -	\$ -	0.00%
Pitts Ranch Park Pavilion	8458	\$ -	\$ 29,256.49	\$ -	\$ -	\$ -	0.00%
LPA Architects-CC/Gym/Sr Ctr	8463	\$ -	\$ 50,651.41	\$ -	\$ -	\$ -	0.00%
Arnell Ranch Park Renovation	8464	\$ -	\$ 30,779.13	\$ -	\$ -	\$ -	0.00%
Lamps/Pole Replacement at M.O.	8465	\$ -	\$ 12,482.69	\$ -	\$ -	\$ -	0.00%
L.E.D. Light SpringvilleTennis	8466	\$ -	\$ 16,845.63	\$ -	\$ -	\$ -	0.00%
Charter Oaks Irrigation-Trees	8467	\$ -	\$ 4,360.58	\$ -	\$ -	\$ -	0.00%
Community Center Marquee	8468	\$ -	\$ -	\$ 3,997.52	\$ 8,552.39	\$ 4,554.87	46.74%
PVAC Pool Heater	8470	\$ -	\$ 23,930.00	\$ -	\$ -	\$ -	0.00%
Cam Grove Play Equipment	8471	\$ -	\$ 33,270.80	\$ -	\$ -	\$ -	0.00%
Freedom Park ParkingLot&Skyway	8472	\$ -	\$ 239,671.66	\$ -	\$ -	\$ -	0.00%
P.V. Fields Painting II	8473	\$ -	\$ 13,690.00	\$ -	\$ -	\$ -	0.00%
Switches and Servers	8474	\$ -	\$ -	\$ 29,642.96	\$ 30,772.00	\$ 1,129.04	96.33%

**General Ledger
Fund 10 General Fund
May 2021 92%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Turf Grinder	8475	\$ -	\$ -	\$ 14,366.14	\$ 15,000.00	\$ 633.86	95.77%
Pitts Ranch BB Crt Repaint	8476	\$ -	\$ -	\$ 7,950.00	\$ 8,000.00	\$ 50.00	99.38%
PV Fields Painting West End	8477	\$ 8,830.00	\$ -	\$ 8,830.00	\$ 15,000.00	\$ 6,170.00	58.87%
Fertilizer Injector System	8478	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Inflatable System	8479	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
HVAC Administration Bldg	8481	\$ -	\$ -	\$ 13,200.00	\$ 14,520.00	\$ 1,320.00	90.91%
HVAC for Room #6	8482	\$ -	\$ -	\$ 10,876.76	\$ 11,965.00	\$ 1,088.24	90.90%
Capital		\$ 8,830.00	\$ 522,961.42	\$ 89,132.80	\$ 139,309.39	\$ 50,176.59	63.98%

TOTAL EXPENSE		\$ 393,289.91	\$ 6,976,619.55	\$ 6,363,852.40	\$ 7,356,865.00	\$ 992,149.58	86.50%
TOTAL COMPARISON				\$ (612,767.15)			

**General Ledger
Fund 20 Assessment District Fund
May 2021 92%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (36.46)	\$ (1,080.71)	\$ (257.74)	\$ (500.00)	\$ (242.26)	51.55%
Assessment Revenue	5500	\$ (2,892.59)	\$ (1,132,490.14)	\$ (1,176,959.03)	\$ (1,184,957.00)	\$ (7,997.97)	99.33%
Revenue		\$ 2,929.05	\$ 1,133,570.85	\$ 1,177,216.77	\$ 1,185,457.00	\$ 8,240.23	99.30%
YTD Comparison				\$ 43,645.92			
Personnel Expense							
Full Time Salaries	6100	\$ 1,098.04	\$ 19,405.56	\$ 16,097.06	\$ 18,262.00	\$ 2,164.94	88.15%
Cell Phone Allowance	6108	\$ 13.86	\$ -	\$ 41.58	\$ -	\$ (41.58)	0.00%
Part-Time Salaries	6110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 177.12	\$ 3,584.32	\$ 2,786.55	\$ 3,130.00	\$ 343.45	89.03%
457 Pension	6121	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ 230.67	\$ 2,783.00	\$ 4,343.24	\$ 3,606.00	\$ (737.24)	120.44%
Workers Compensation	6140	\$ 119.50	\$ 1,950.40	\$ 1,659.46	\$ 1,753.00	\$ 93.54	94.66%
Personnel Expense		\$ 1,639.19	\$ 27,723.28	\$ 24,927.89	\$ 26,751.00	\$ 1,823.11	93.18%
				\$ (2,795.39)			
Services and Supplies Expense							
Incidental Costs - Assess	6709	\$ -	\$ 18,414.72	\$ 18,620.01	\$ 34,256.00	\$ 15,635.99	54.36%
Tree Care	6719	\$ -	\$ 39,128.00	\$ 51,912.50	\$ 67,500.00	\$ 15,587.50	76.91%
Contracted LS Services	6720	\$ 37,993.21	\$ 436,405.74	\$ 450,637.87	\$ 505,036.00	\$ 54,398.13	89.23%
Park Amenities - Assess	6722	\$ -	\$ 13,841.82	\$ 5,814.56	\$ 17,500.00	\$ 11,685.44	33.23%
ActiveNet Charges	6950	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,614.95	\$ 2,891.08	\$ 3,000.00	\$ 108.92	96.37%
COP Debt - PV Fields	7950	\$ -	\$ 517,343.38	\$ 525,559.21	\$ 525,560.00	\$ 0.79	100.00%
Services and Supplies Expense		\$ 37,993.21	\$ 1,026,748.61	\$ 1,055,435.23	\$ 1,152,912.00	\$ 97,476.77	91.55%
				\$ 28,686.62			
TOTAL EXPENSE		\$ 39,632.40	\$ 1,054,471.89	\$ 1,080,363.12	\$ 1,179,663.00	\$ 99,299.88	91.58%
TOTAL COMPARISON				\$ 25,891.23			

General Ledger
Fund 30 Quimby Fee Fund
May 2021 92%

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue								
Interest Earnings	5310	\$	(21.02)	\$ (92,713.61)	\$ (29,401.27)	\$ (38,800.00)	\$ (9,398.73)	75.78%
MBS Interest Earnings	5320	\$	-	\$ (9,670.14)	\$ (7,320.00)	-	\$ 7,320.00	0.00%
Park Dedication Fees	5400	\$	-	\$ (1,356,700.46)	-	-	-	0.00%
Revenue		\$	21.02	\$ 1,459,084.21	\$ 36,721.27	\$ 38,800.00	\$ 2,078.73	94.64%
YTD Comparison					\$ (1,422,362.94)			

Services and Supplies Expense								
Advertising Expense	6930	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
ActiveNet Charges	6950	\$	-	\$ 107.00	\$ 12.00	\$ -	\$ (12.00)	0.00%
Refunds	8111	\$	-	\$ 238,883.01	-	\$ -	\$ -	0.00%
Services and Supplies Expense		\$	-	\$ 238,990.01	\$ 12.00	\$ -	\$ (12.00)	0.00%
					\$ (238,978.01)			

Capital								
Valle Lindo Restroom/Pavilion	8444	\$	-	\$ 342,732.61	\$ -	\$ -	\$ -	0.00%
Freedom Baseball Fields	8459	\$	-	\$ 41,232.23	\$ -	\$ -	\$ -	0.00%
Mel Vincent Park Restrooms	8460	\$	-	\$ 58,363.15	\$ -	\$ -	\$ -	0.00%
Arnell Ranch Park Renovation	8464	\$	547.40	\$ -	\$ 79,138.90	\$ 1,100,000.00	\$ 1,020,861.10	7.19%
PVAC Restroom & Shower	8469	\$	-	\$ 430,269.59	\$ 35,249.13	\$ 84,401.39	\$ 49,152.26	41.76%
Fertilizer Injector System	8478	\$	-	\$ -	\$ 50,788.90	\$ 60,000.00	\$ 9,211.10	84.65%
Community Center Kitchen	8480	\$	527.06	\$ -	\$ 19,907.84	\$ 250,000.00	\$ 230,092.16	7.96%
Capital		\$	1,074.46	\$ 872,597.58	\$ 185,084.77	\$ 1,494,401.39	\$ 1,309,316.62	12.39%

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,633,306.99	\$ 617,182.71	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ 2,800,000.00	Comstock/Elacora Mission Oaks		\$ 269,026.64	\$ 2,380,182.36	8/8/2021
8/10/2016	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/2018	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/2018	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/2019	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/2019	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/2019	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
Total	\$ 7,311,114.95	\$ 6,400,589.70			\$ 2,987,085.46	\$ 4,562,912.50	

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Eric L. Storrie, CPRP Recreation Services Manager

DATE: July 1, 2021

**SUBJECT: CONSIDERATION AND ADOPTION OF
RESOLUTION NO. 681 DECLARING JULY AS
PARK AND RECREATION MONTH**

SUMMARY

The month of July is recognized as National Park and Recreation Month. Each year, the Board has chosen to recognize the value and importance of recreation and parks as a cornerstone to the health and wellness of residents.

BACKGROUND

Americans have celebrated National Park and Recreation Month during July since 1985. Through efforts of the National Recreation and Park Association (“NRPA”), the U.S. House of Representatives passed an official resolution for Park and Recreation Month in 2009. At the state level, California Parks and Recreation Society (“CPRS”) recognizes it as “July is Parks Make Life Better” month. NRPA and CPRS encourage its members to plan events and initiatives that will remind the community of the exciting and vital role that recreation and parks play in our lives. Staff is presenting a resolution proclaiming the month of July as Park and Recreation Month. Resolution No. 681 not only recognizes the need for parks and recreation but also draws attention to the District’s goals of furthering health, wellness, conservation, and social opportunities by providing equitable programs and events.

ANALYSIS

Each summer, staff partners with local organizations, contract instructors, and non-profits to produce community wide events, including a Movies in the Park series, a Summer Concert Series, a Bingo Bash, camps, classes, and Habitat Conservation Fund programs.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended the Board consider and adopt Resolution No. 681 proclaiming July as Park and Recreation Month.

RESOLUTION NO. 681

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION & PARK DISTRICT
TO PROCLAIM JULY AS PARK AND RECREATION MONTH**

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Pleasant Valley Recreation & Park District in Camarillo; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled and improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Park and Recreation Month; and

WHEREAS Pleasant Valley Recreation & Park District recognizes the benefits derived from parks and recreation resources

THEREFORE, BE IT RESOLVED the Pleasant Valley Recreation & Park District hereby proclaims the month of July as "Park & Recreation Month" and in doing so, urges all citizens in the community of Camarillo to use and enjoy our parks and recreational opportunities.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation & Park District this 7th day of July 2021, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Chair, PVRPD Board of Directors

ATTESTED:

Elaine Magner, Secretary, PVRPD Board of Directors

**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: July 7, 2021

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 682 FOR APPROPRIATION AMOUNT SUBJECT TO
GANN LIMITATION, FY 2021-2022**

SUMMARY

Every fiscal year staff brings a resolution requesting that the Board adopt a resolution setting the Gann Limit for the upcoming Fiscal Year.

BACKGROUND

California voters approved an initiative on November 6, 1979 that added Article XIII B to the State Constitution. The provisions of this article limits on the amount of revenue that can be appropriated by all entities of government. Each government entity is required to set its Gann Appropriations Limit each fiscal year with 1978/79 as the base year; then adjust each subsequent year by using a combination of increase in population, plus increase in CPI or per capita personal income.

While the percent change in California per capita personal income used in setting the fiscal year 2021-2022 appropriations limit is a statewide figure, the District population decrease 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 \$12,928,860 for fiscal year 2021-2022 as indicated in Attachment 2. Attachment 1 is a proposed resolution setting the amount.

ANALYSIS

Every May the State Department of Finance generates the estimate of the percentage change in population to local governments. Each local jurisdiction must use the percentage change in population in conjunction with the change in the cost of living or price factor to calculate the appropriations limit for the upcoming fiscal year. The new appropriations limit is calculated by staff and presented to the Board via consent item. Special districts are required by law to calculate their appropriations limit and present the calculation with their annual audit. Attachment 2 has the specific calculations and details.

FISCAL IMPACT

There is no fiscal impact as a result of this action.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 682 establishing the Fiscal Year 2021/22 Gann Appropriations Limits for the Pleasant Valley Recreation and Park District at \$12,928,860.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

ATTACHMENT

- 1) Resolution No. 682 (1 page)
- 2) FY 2021/22 Appropriations Limit (1 page)

RESOLUTION NO. 682

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 2021-2022,

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 2021-2022 is \$12,928,860.

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 7th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MARK MALLOY, CHAIR
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

ELAINE MAGNER, SECRETARY
PLEASANT VALLEY RECREATION AND PARK DISTRICT

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2021-2022 APPROPRIATION LIMIT**

California Per Capita Personal Income percentage change:	5.73%		
Converted to a ratio:	$\frac{5.73 + 100}{100}$	=	1.0573
PVRPD Estimated change in population:	-0.37%		
Converted to a ratio:	$\frac{99.63}{100}$	=	0.9963
Calculation: 2020-2021 ratio of change	$1.0573 \times .9963$	=	1.0534
1978-1979 Appropriation Limitation			1,769,843
2020-2021 Appropriation Limitation			12,273,457
2021-2022 Appropriation Limit = \$12,273,457 (2020-2021 limitation) X 1.0534 (2021-2022 ratio of change)		=	<u><u>12,928,860</u></u>

**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: July 7, 2021

**SUBJECT: APPROVAL OF A SECOND READING FOR THE
ADOPTION OF ORDINANCE NO. 12, AN ORDINANCE
OF THE BOARD OF DIRECTORS OF THE PLEASANT
VALLEY RECREATION AND PARK DISTRICT
SETTING BOARD MEMBER COMPENSATION**

SUMMARY

Approval of this second reading will allow for the adoption of Ordinance No. 12, an ordinance which sets board member compensation. The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.15. Each Board Member of the Board of Directors may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set for by the law.

BACKGROUND

The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.15. Each Board Member of the Board of Directors may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set for by the law. Within these sections, the code requires that special districts establish policies and procedures for the orderly and efficient operation of Board business.

Traditionally, the Policy Committee reviews the existing policy for potential changes and makes recommendations to the full board for approval. In 2018, a series of minor modifications were made. Additionally, in 2019, the Board also approved Ordinance No. 10, which effectively raised the compensation limit to \$105 per meeting, not to exceed 5 meetings per month. The District's Policy Committee has reviewed both documents and has referred them with minor changes to the Board for approval.

At the June 2, 2021 Board meeting, the Board of Directors reviewed and approved the first reading and introduction of Ordinance No. 12, setting District Board members compensation.

ANALYSIS

The attached ordinance has been reviewed by the District's counsel and was approved at the first reading held on June 2, 2021. The purpose of this ordinance is to specifically raise the compensation rate for Directors by 5% to \$110.25 per meeting. This ordinance is required to be approved AFTER a public hearing and the first reading and takes effect 60 days after the second reading. Additionally, this ordinance replaces Ordinance No. 10 in its entirety.

FISCAL IMPACT

There is no fiscal impact expected from this action, as this item is included in the FY2021-2022 budget.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

RECOMMENDATION

It is recommended the Board review and adopt Ordinance No. 12 by making a MOTION to approve a second reading to adopt Ordinance No. 12, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation.

ATTACHMENTS

- 1) Ordinance No. 12 (2 pages)

ORDINANCE NO. 12

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT SETTING BOARD MEMBER COMPENSATION

WHEREAS, on October 2, 2019, the Board adopted Ordinance No 10 pursuant to Public Resources Code Section 5784.15 and Water Code Sections 20201 and 20202 to set the daily compensation of Board Members; and

WHEREAS, the current compensation for Directors for each day's attendance at meetings of the Board and for each day's service rendered as a Director by request of the Board, not to exceed 5 meetings or activities each month, is \$105; and

WHEREAS, pursuant to Public Resources Code 5784.15 and Water Code 20202 the District Board may increase the daily compensation by no more than 5% for each calendar year following the operative date of the last adjustment; and

WHEREAS, the Board desires to adjust Board Member compensation as permitted under State law; and

WHEREAS, this item was properly noticed for a public hearing by the Board of Directors on May 21, 2021.

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

SECTION 1. – The recitals above are true and correct and incorporated herein by reference.

SECTION 2. – Permitted Compensation

- A. The amount of compensation payable to each Director for each day's attendance at meetings of the Board and for each day's service rendered as a Director by request of the Board is increased to \$110.25 as of compensation payable for October 2021.
- B. Directors may not receive compensation for services rendered for more than a total of 5 days in any calendar month per Public Resources Code Section 5784.15.
- C. In addition to daily compensation authorized in subsection A, the Board authorizes the reimbursement of any actual costs, per Resolution No. 583, incurred by a Director when rendering services as a Director by request of the Board.

SECTION 3. – Future Adjustments to Compensation. Any future increases in compensation for Directors must be approved by an ordinance of the Board and the increase may not exceed the amount permitted by State law since the last increase.

SECTION 4. – This Ordinance will become effective 60 days from the date of adoption.

SECTION 5. – Upon the effective date of this ordinance, Ordinance No. 10 shall no longer be in effect.

SECTION 6. – 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 7th day of July, 2021, 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

DATE: July 7, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF
MEMORANDUM OF UNDERSTANDING BETWEEN
THE PLEASANT VALLEY RECREATION AND PARK
DISTRICT AND THE CITY OF CAMARILLO FOR PARK
IMPACT FEES**

SUMMARY

As part of the fiscal year 20-21 budget process, staff was given Board approval to research the implementation of a development impact fee program that would be imposed on non-subdivided developments within the City of Camarillo ("City"). The primary objective of this fee program is to offset the impact of new development on existing and future District resources. Since the District does not have land-use authority, it must be done in conjunction with the City. City and District staff have worked together to iron out the finer points with the District's impact fee consultant, SCI Consulting Group, who prepared the study. City Council approved the ordinance at their June 23rd meeting as well as a Memorandum of Understanding (MOU) between the two agencies for the fee program's administration.

BACKGROUND

District staff began discussing the concept of an impact fee to be levied on these developments with City staff. The idea was presented to the City Council during a study session and was given tacit support provided the District fund a nexus study to justify the program. Subsequently, the District issued a request for proposals for the development of a nexus study and in April 2020, selected SCI Consulting Group to prepare the study. After considerable review, District staff presented the completed study to City staff in February 2021 and then to the City's Economic Development and Land Use Committee on March 31st. The Board of Directors approved the study at the May 5, 2021 Board meeting.

ANALYSIS

At the June 9, 2021 Camarillo City Council meeting, City staff, the District and our consultant provided an overview of the proposed ordinance and the recommended fee amounts as identified in the study. The City Council reviewed the proposed ordinance, Camarillo Municipal Code (CMC) to create Chapter 16.52, to establish Park Impact Fees and asked questions of City staff, the District, and our consultant to clarify the fee program and fee amounts. All five Councilmembers expressed support of the proposed ordinance. The City Council voted unanimously to introduce the proposed ordinance for the first reading and to continue the open public hearing to the June 23, 2021 City Council meeting.

Administration of the fee program will be effectuated through an MOU between the District and the City for collection and administration of the park impact fees, with the MOU to be executed prior to the park impact fees becoming effective. A proposed MOU is attached to this report for consideration of approval by the District Board.

The requirement for the payment of the fees will be made as a condition of approval on entitlements issued by the City or prior to the issuance of a Zone Clearance on a ministerial project subject to the fees. The fees will be calculated by, and paid to, the District prior to the issuance of a building permit by the City of Camarillo.

At the June 23, 2021 City Council meeting, the City Council took the following actions:

1. Adopt an Ordinance amending Camarillo Municipal Code creating Chapter 16.52-Park Impact Fees.
2. Adopt a Resolution setting the Park Impact Fees.
3. Approve a Memorandum of Understanding between the City and Pleasant Valley Recreation and Park District for administration of the Park Impact Fees.

The ordinance will become effective 30 days after its second reading. The ordinance provides for a resolution setting fees, and such resolution may not be effective until 60 days after its adoption, in accordance with state law. Therefore, the park impact fees set by resolution will not be effective until 90 days after adoption of the ordinance at the second hearing, which was approved, so the fees go into effect September 21, 2021.

FISCAL IMPACT

There is no fiscal impact with the approval of the MOU.

RECOMMENDATION

It is recommended the Board make a MOTION to approve the Memorandum of Understanding between the Pleasant Valley Recreation and Park District and the City of Camarillo for Park Impact Fees.

ATTACHMENTS

- 1) Memorandum of Understanding between PVRPD and City of Camarillo (5 pages)

**MEMORANDUM OF UNDERSTANDING
(PARK IMPACT FEES)**

This Memorandum of Understanding ("MOU") is effective as of [REDACTED], 2021, and is between THE CITY OF CAMARILLO, a California municipal corporation ("City") and the Pleasant Valley Recreation and Park District, a California recreation and park district ("District").

RECITALS

A. Camarillo Municipal Code ("CMC") Chapter 16.52 establishes park impact fees for new non-subdivision residential developments and new or expanded non-residential development. The park impact fees were established pursuant to a nexus study conducted by the District that included the requisite findings under the Mitigation Fee Act for imposing such fees.

B. Pursuant to CMC section 16.52.090, the City will impose the park impact fees and the District will receive and administer the park impact fees in accordance with a written memorandum of understanding. In consideration of the City's establishment of the park impact fees, the District has represented and warranted to the City that the District will comply with all the requirements of the Mitigation Fee Act (Government Code section 66000 and following) and will defend, indemnify, and hold harmless the City and its members from any claims or liability against the City related to the negligence or willful misconduct of the District or its agents in connection with the District's activities pursuant to CMC Chapter 16.52 and/or the imposition, management, and refunding of such park impact fees.

C. This MOU serves as that written memorandum of understanding between the City and the District that addresses the respective roles and responsibilities of each party, to memorialize the District's obligations to comply with the Mitigation Fee Act, the use of such park impact fees, under CMC Chapter 16.52, towards addressing impacts to park and recreational facilities within the City, and the District's obligations to defend, indemnify, and hold harmless the City from claims related to such park impact fees.

AGREEMENT

1. Term. The term of this MOU commences on the date first set forth above and continues in full force and effect unless terminated by either party with 30 days' written notice.

2. City's Role and Responsibilities.

2.1. Establishment of Park Impact Fees. The City has established park impact fees for new or expanded facilities in accordance with CMC Chapter 16.52.

2.2. Notification related to Refunds. The City will notify the District of any claims for refunding park impact fees and will coordinate with the District of processing such refunds.

2.3. Annual Review and Reporting. With the assistance of the District, the City will facilitate the annual review and report required by the Mitigation Fee Act.

2.4. Five-Year Review and Reporting. With the assistance of the District, the City will facilitate the five-year review and report required by the Mitigation Fee Act.

2.5. City Notification to District. The City will use reasonable efforts to notify the District about proposed changes to ordinance(s) or resolution(s) governing the collection of the park impact fees, and of project conditions for the payment of park impact fees.

3. District's Roles and Responsibilities.

3.1. Compliance with Mitigation Fee Act. District represents and warrants that District will comply with all applicable provisions of the Mitigation Fee Act, including but not limited to, Government Code sections 66001, 66006, and 66008.

3.2. New Obligations and Updated Data. District will stay informed of and ensure its compliance with any new obligations arising from the collection of the park impact fees, including but not limited to amendments to the Mitigation Fee Act and court decisions interpreting it or any new city ordinance(s) or resolution(s) governing the collection of the park impact fees. District will regularly update its nexus studies to support the collection of the park impact fees as required by law.

3.3. Amount of Park Impact Fees. The park impact fees will be calculated by the District and paid directly to the District's Administrative Services Manager or their designee from the developer or its agent in accordance with CMC section 16.52.040. The District must sign and date a form of receipt to be established to the satisfaction of the City that documents receipt of payment of such park impact fees for the project.

For individual projects, the District will calculate the park impact fees associated with such project as a condition of approval and provide the City with notification of the calculation of the applicable park impact fees associated with the project.

3.4. Collection. If any park impact fee is owed by a particular developer and is not paid, District bears full responsibility for collection of park impact fees owed from the developer and will not seek recovery of such fees from the City.

3.5. Deposit, Segregation, Investment and Disbursement of Fees. District represents and warrants that all park impact fees received by District, together with any interest and/or temporary investments, must be maintained and accounted for in accordance with the Mitigation Fee Act. Specifically, pursuant to Government Code section 66006, the District must deposit the collected park impact fees in a separate account to avoid commingling of the fees and any interest must remain in that separate account. While the District may temporarily invest the collected fees, the proceeds of that investment must be deposited in accordance with the requirements of the Mitigation Fee Act. The District may not use any park impact fees for District general revenue purposes.

3.6. Limitations on Use of Park Impact Fees. Park impact fees may not be used to fund parkland acquisition or the renovation of existing facilities that do not add new service capacity. Projects funded by the park impact fees must include either new facilities or expanded facilities within existing parks. If the park impact fees are to be used for the renovation of existing

facilities, they must be used in proportion to the amount that expanding service capacity represents as a part of the total project budget.

Park impact fee revenue can be used to cover fee impact program administration costs such as collection, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Mitigation Fee Act, if so permitted by the Mitigation Fee Act and such costs are supported by nexus studies.

3.7. Refunds. After receiving notification of a refund of park impact fees from the City, the District will be responsible for refunding such fees in accordance with CMC section 16.52.060, the Mitigation Fee Act, or in accordance with any other applicable law.

3.8. Nexus Study and Government Code section 66001 findings. District is responsible for providing the City with data to ensure compliance with the finding requirements under California Government Code section 66001 to support the establishment of the park impact fees.

3.9. Annual Review and Reporting. District represents and warrants that it will assist the City with complying with the annual reporting and finding requirements under California Government Code section 66006. The District must submit any necessary supporting documentation required by the annual review procedures no later than 90 days after the last day of each fiscal year of City, and no later than 60 days before a City public meeting required under Government Code section 66006, to the City, and take all necessary steps to provide such information for the City to consider and make available such information at an open and public meeting within the time required by law. Prior to requesting City to hold a public meeting to consider the annual report, the District's Board of Directors will independently consider and approve any such necessary supporting documentation and submit its action and findings with its request to the City. District must promptly provide any additional information City requests relevant to the annual report. Based on the information District provides, City may consider the information and the District's annual report, in accordance with Government Code section 66006.

3.10. Five-Year Review and Reporting. District represents and warrants that it will comply, and assist the City with complying, with the five-year reporting and finding requirements under California Government Code section 66001(d). District must submit any necessary supporting documentation and proposed findings required no later than 90 days after the last day of each fiscal year of City, and no later than 60 days before the public meeting required under Government Code section 66006, to the City, and will take all necessary steps to provide such information for the consideration by City an open and public meeting within the time required by law. Prior to requesting City to make the five-year findings, the District's Board of Directors will independently consider and approve any such necessary supporting documentation and proposed findings and submit its action and findings with its request to the City. District must promptly provide any additional information City requests relevant to the five-year findings. Based on the information District provides, City will consider the information and make findings, if appropriate, under Government Code section 66001(d)(1).

District acknowledges that the unexpended portion of park impact fees, and any interest accrued thereon, for which need cannot be demonstrated pursuant to Government Code section 66001, will be refunded by the District to the then current record owner or owners of lots or units of the development project or projects on a prorated basis.

3.11. Administration Costs. District represents and warrants that a four percent administration cost may be collected to cover the costs associated with managing, collecting, maintaining, and administering the park impact fees. District will retain two percent and remit to City two percent of the park impact fees paid to and received by the District. The two percent administration cost will be paid by District to City annually, concurrently with the annual review and report documentation referenced in Section 3.9.

3.12. Accounting and Audit. District must account for and expend fees in compliance with Government Code sections 66006, 66008, and 66011, including ensuring that the requisite public notice is provided. District has the sole responsibility to account for the expenditure of fees and perform at its own expense any audit required under the Mitigation Fee Act or as requested by the City. To the extent District needs information from City to comply with Government Code section 66006(b), District may request the information from City in writing and provide City with no less than 30 days to respond.

If any audit relating to City's creation of fees on behalf of District is requested under Government Code section 66006(d) or section 66023, City, in its sole discretion and subject to the limitation in section 66023(c), may elect to: (1) perform the audit and be reimbursed by the District for the costs and staff time incurred in undergoing the audit if the costs cannot be recovered from the person requesting the audit pursuant to section 66023(b); or (2) contract with an independent auditor for any audit related to fees collected or disbursed under this MOU and if the auditor fees are not covered by Government Code section 66023(b), District will reimburse City for all of the uncovered fees and costs charged by the independent auditor. District must promptly respond to all requests for information made by City in relation to any audit.

3.13. Indemnification. District agrees to accept all responsibility for loss or damage to any person or entity, including City, and to indemnify, hold harmless, and release City, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses ("Claims and Liabilities"), that may be asserted by any person or entity, that arise out of, pertain to, or relate to District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this MOU, and the City's establishment, collection, or refunding of park impact fees under CMC Chapter 16.52, other than Claims and Liabilities arising as the result of City's sole negligence or willful misconduct. District agrees to provide a complete defense, with counsel selected by District, for any Claims and Liabilities brought against City based upon a claim relating to such District's or its agents', employees', contractors', subcontractors', or invitees' performance of obligations under this MOU or the City's establishment, collection, or refunding of park impact fees under CMC Chapter 16.52, other than Claims and Liabilities arising as the result of City's sole negligence or willful misconduct. District represents and warrants that District, as the recipient of the park impact fees, is solely responsible for the payment of any claims against the City involving any refund or improper collection of those park impact fees other than Claims and Liabilities arising as the result of City's sole negligence or willful misconduct. In the event of a refund request, the City agrees to give back the portion of administrative fees it has received associated with that refund request.

4. Governing Law. This MOU is governed by and will be construed in accordance with the laws of the State of California without regard to principles of conflict of laws.

5. No Assignment. This MOU is not assignable either in whole or in part without the written consent of the other party.

6. Counterparts. This MOU may be executed in two or more counterparts, each of which will be an original, but all of which will constitute one and the same instrument. Signatures transmitted by facsimile or electronic means will be valid and binding and considered original signatures for all purposes.

7. Entire MOU. This MOU reflects the entire agreement between the parties, and supersedes all prior proposals, agreements, and understandings between the parties. No modification will be valid without an express written amendment.

THE UNDERSIGNED AUTHORIZE REPRESENTATIVES of the parties have caused this MOU to be executed as set forth below.

CITY OF CAMARILLO
a California Municipal Corporation

**PLEASANT VALLEY RECREATION AND
PARK DISTRICT**
a California Recreation and Park District

Charlotte Craven, Mayor
DATE:

Mark Malloy, Chair
DATE:

ATTEST:

ATTEST:

Jeffrie Madland, City Clerk

Secretary

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP

Brian A. Pierik, City Attorney

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Eric L. Storrie, CPRP Recreation Services Manager

DATE: July 7, 2021

SUBJECT: CONSIDERATION AND APPROVAL OF THE FIRST AMENDMENT TO THE 2020-2022 SUMMER CONCERT SERIES WITH THE CITY OF CAMARILLO AND A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE PLEASANT VALLEY RECREATION & PARK DISTRICT AND MUSIC FREQS

SUMMARY

The City of Camarillo (“City”) and the Pleasant Valley Recreation & Park District (“District”) entered into a 3-year agreement (“Agreement”) in November 2019 to produce an annual 4-part, free, community concert series called the “Summer Concert Series.” With COVID-19 impacting the 2020 performance and the State of California (“State”) and County of Ventura (“County”) lifting of various COVID-19 restrictions, City and District staff believe the event can be produced in 2021 with modifications and additional funding to support. An Amendment (“Amendment”) is required as the expense to produce the 2021 Series is estimated at \$73,771. The event requires contracted services to facilitate the sound, lights, and related production of the event, with Music Freqs being the professional services contractor.

BACKGROUND

Due to the COVID-19 pandemic and the State of California and the County of Ventura orders, the 2020 Summer Concert Series was cancelled. The recently revised guidelines and the re-opening of the State of California’s “Blueprint for a Safer Economy” issued by the California Department of Health, allow for events such as the Summer Concert Series. Since the event attendance does not meet the standard for MEGA events (over 10,000 in attendance for an outdoor venue), there are no specific requirements for face coverings, or social distancing other than the recommendation for those without a COVID-19 vaccination having to remain masked at the event.

City and District staff met to discuss options and operations for this event throughout the months of April and May, with a request of District staff to be present at the City’s annual budget workshops (May 19 and June 5) as the City needed to allocate funding in excess of the \$60,000 annually described in the Agreement (Terms, section 1.1). As part of the City’s budgeting process and at the June 23, 2021 City Council meeting, the City approved a total of \$73,771 cash, plus in-kind City services for a 4-part Summer Concert Series for CY2021.

ANALYSIS

The attached First Amendment, 2020-2022 Agreement and November 2019 Staff Report provide additional details on the event, scope, responsibility of the City and District, funding amounts, and reporting requirements. Aside from the additional staffing and operational expenses, there is no major changes to the event with the exception of the quick expedited time to get all logistics in place. District staff traditionally start planning for special events six (6) months in advance of the event. As City approval and funding for this event happened on June 23, 2021, this leaves the District staff less than a month to contact and contract performers, contract sound and lighting, develop operational and staffing plans, and work through Community Partnerships. The timeline precludes staff from drafting and issuing a Request for Proposal (“RFP”) for services.

In 2019, the District contracted with Rock City Studios (now Music Freqs) to provide sound and lighting services. This included providing lighting services to illuminate the stage and performers, backline elements (gear supplied for the stage, coordinated with the performers), speakers, cables, and the technical personnel with the experience to handle sound/lighting facilitation.

For 2021, there are differences to the scope of work to be performed by Music Freqs in both equipment and price relative to the 2019 agreement.

1. Event start time. In 2019, the event started at 7:00pm which required stage lighting to be set to illuminate the performers. For 2021, the event start time is 5:00pm, which reduces the overall requirements of lighting.
2. Equipment utilized. While lighting elements are outlined more specifically in the scope of work for 2021, the overall breakdown of equipment needs in the scope of work is larger than the list included with the agreement in 2019. This can be attributed to an increased knowledge of the needs of the event from the perspective of both the event manager as well as the sound/lighting provider.
3. The overall increase in cost in comparison to the 2019 agreement can be attributed to increases in cable and overall electronic equipment costs, as well as increases to staffing and insurance costs on the part of the sound/lighting provider.

Legal has reviewed all Agreements and provided recommendation and guidance that has been incorporated into the final documents.

FISCAL IMPACT

The Event Services Agreement is \$18,000 and includes all technical and professional staffing required to facilitate a 4-part Summer Concert Series. Music Freqs will be paid 25% (\$4,500) of the total fee at the conclusion of each event as outlined in the event services agreement. Funding is available as part of the funding agreement with the City for the CY2021.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to execute:

1. The First Amendment between the City of Camarillo and Pleasant Valley Recreation and Park District to produce the Summer Concert Series **and**
2. The Event Services Agreement between the Pleasant Valley Recreation & Park District and Music Freqs to produce the Summer Concert Series.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 4.3G: “Increase our marketing presence in local community events and gatherings.”

Meets 2021 Strategic Plan Goal 4.4B: “Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.”

ATTACHMENTS

- 1) Summer Concert Series First Amendment (2 pages)
- 2) 2020-2022 Summer Concert Series Agreement (9 pages)
- 3) 2020-2022 Summer Concert Series Staff Report Approved November 2019 (4 pages)
- 4) Summer Concert Series Event Services Agreement (15 pages)

**AGREEMENT NO. 2019-149A
AMENDMENT TO COMMUNITY FUNDING AGREEMENT**

This Amendment to Agreement No. 2019-149 (Amendment) is between the City of Camarillo ("City") and Pleasant Valley Recreation and Park District ("District"). The City and Organization shall be referred to herein collectively as "Parties". The effective date of this Amendment is July 1, 2021.

RECITALS

A. On November 6, 2019, City Council approved a multi-year Community Funding Agreement with Pleasant Valley Recreation and Park District for years 2020, 2021 and 2022, to provide management continuity and assurance to the public of the continuation of the Summer Concert Series, Agreement No. 2019-149 ("Agreement").

B. Due to the COVID-19 pandemic, Executive Order N-25-30 was issued by the Governor on March 12, 2020; the County of Ventura Public Health Officer issued a Declaration of Local Health Emergency on March 12, 2020; and the City Council ratified the City's Proclamation of Local Emergency on March 13, 2020. Subsequently the 2020 Summer Concert Series was cancelled.

C. Following the re-opening of the State of California and under the Blueprint for a Safer Economy provided by the California Department of Health originally published on May 21, 2021, and the County of Ventura entering the Yellow Tier on June 2, 2021, events such as the Summer Concert Series are allowed in the County of Ventura with some safety guidelines still in place.

D. On June 5, 2021, the City Council, at the Budget Workshop, directed staff to include \$73,771 in the Fiscal Year 2021/22 Budget, an increase of \$13,771 from the initial Agreement due to impacts caused by the pandemic.

E. The parties hereto agree to the following:

Section 1. Under Recital Section B.4 of the Agreement, Sponsorships and Donations, subsection (a) is revised to reflect the City's agreement to defray the District's unforeseen and necessary expenditures above \$73,771 in FY 2021/22 and \$60,000 in FY 2022/23.

Section 2. Under the Terms, subsection 1.1, Amount of funding, the Funding Amount for Fiscal Year 2021/22 is increased to a not-to-exceed cash contribution of \$73,771 (Seventy-three thousand seven hundred seventy-one dollars). The Funding Amount for FY 2022/23 shall remain at \$60,000 (Sixty thousand dollars).

Section 3. Under the Terms, subsection 1.2, Use of funding, the reference to "\$60,000" is replaced with "the amount of funding amount received pursuant to Section 1.1".

Section 4. Except as modified by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

////

Section 5. This First Amendment shall not be modified except by written agreement executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

"DISTRICT": Pleasant Valley Recreation and
Park District

Date: _____

By: _____
Mark Malloy, PVRPD Board Chair

ATTEST:

Karen Roberts, PVRPD Recording Board
Secretary

"CITY": City of Camarillo

Date: _____

By: _____
Greg Ramirez, City Manager

ATTEST:

Jeffrie Madland, City Clerk

COMMUNITY EVENT FUNDING AGREEMENT

This Community Event Funding Agreement ("Agreement") is between the City of Camarillo ("City") and Pleasant Valley Recreation and Park District ("District"). The City and Organization shall be referred to herein collectively as "Parties". The Parties agree as follows:

BACKGROUND

- A. For over 35 years, the Camarillo Arts Council ("CAC") organized, managed, and produced, the Summer Concert Series in Constitution Park, a City-owned park located at the corner of Carmen Drive and Paseo Camarillo.
- B. For the 2018 Summer Concert Series, the City of Camarillo paid the CAC \$50,000 in cash to hire one band, to pay for stage lighting, sound, and some of the cost of private security for the seven (7) concert and two (2) movie series which ran from June through September 2018. The City also provided \$19,191 in direct support and in-kind staffing support to provide porta-potties, security fencing, and safety lighting, electrical connections, lighting tower set-up and take down, movie screen installation and take down, and stage preparation. The CAC provided approximately \$48,000 in cash for the balance of funding needed to produce the 2018 series.
- C. Following the November 5, 2018 General Election, the CAC informed the City that they would no longer organize, manage, and produce the summer concert series.
- D. In late November and early December 2018, the City Manager and District's General Manager held preliminary discussions regarding feasibility of partnering together to organize, manage and produce the Summer Concert Series to consist of four (4) concerts for the 2019 summer season using \$50,000 from the City, and approximately \$19,191 in direct, City staff in-kind and residual cash (approximately \$10,000) support.
- E. On December 12, 2018, the City Council directed its City Manager to explore a partnership leading to a funding agreement with the District to produce a limited summer concert series (musical acts only, no movies) for 2019, based on the general terms in recital D above.
- F. On January 2, 2019, the District's Board of Directors directed its General Manager to work with the City to refine the program budget to include contingency, determine programming, event permitting, event space, financial responsibilities, develop marketing collateral, and draft a funding agreement for the 2019 Summer Concert Series.
- G. On February 13, 2019, The City Council adopted a one-year Community Event Funding Agreement for a four-concert series; one concert each for the months of June, July, August and September, 2019 for a total not-to-exceed cost of \$60,000 and approximately \$8,330 in City-provided direct services and in-kind support.
- H. District has provided a post-event accounting of revenues and expenses for the series showing \$5,601.45 in food truck revenue, sponsorships and donations, and \$55,555.46 in program and personnel expenses, for a total net expense of \$49,954.01.
- I. As a result of the success of the 2019 Summer Concert Series, the Parties wish to enter into a multi-year Agreement for years 2020, 2021 and 2022, to provide management continuity and assurance to the public of the continuation of the Summer Concert Series.

RECITALS

A. Event Details.

1. The Parties agree that the Summer Concert Series shall be held at Constitution Park, located at 601 Carmen Drive, Camarillo, CA. in 2020, 2021, and 2022. See Exhibit A for Site Plan.
2. The Parties agree that the District will produce a four (4) concerts per year. If sufficient sponsorships, donations or other revenues allow, additional concerts may be scheduled for the 2020, 2021 and 2022 seasons.
3. The dates and times of the concerts for each Summer Concert Series shall be coordinated between the Parties each year within the months of June, July, August and September, with the majority of the events happening within June, July, and August. All reasonable attempts will be made to establish a consistent and easily remembered concert schedule (i.e., "The second and fourth Saturday of the month, in June and July").
4. The Parties agree that back of house ("BOH")/"green room" space shall be provided and located at City Hall within the staff lounge and restroom, which is located at 601 Carmen Drive, Camarillo, CA.
5. The Parties agree that the name of the event shall be "Summer Concert Series presented by the Pleasant Valley Recreation and Park District and the City of Camarillo."

B. Responsibilities of the District.

1. Event Management. District agrees to provide staffing and oversight for the following items:
 - a. Book and manage performers/bands, to include contract negotiations, site tours and logistics, technical items, performance riders, local and regional permits, and settlement.
 - b. Book and manage food truck and/or other vendors, to include local and regional permits, site logistics, and settlement.
 - c. Manage event staffing, to include District staff, volunteers, vendors, and contractors.
2. Operations. District agrees to provide staffing and oversight for the following items:
 - a. Event setup and breakdown, to include but not limited to, signage, cones, chalking of grounds, power requirements, and rentals.
 - b. Pre- and Post-event cleaning of event spaces, to include but not limited to BOH area(s), parking lots (City Hall, The Church of Latter-Day Saints, Community Center Park), Paseo Camarillo (street/road/drive), and stage/grounds.
3. Marketing and Advertising. District agrees to provide marketing staffing and support for the following items:

a. Develop a multi-faceted marketing strategy, to include press releases, email marketing, social media (Facebook/Twitter/Instagram), website, paid and un-paid advertising, and event photography.

b. Provide crowdsourcing support for the public to determine the genre of music to be played at the event. This activity shall consist of online and hard-copy polls. The top four to six (4-6) genres shall be the music-type for the Summer Concert Series, with specific performers/bands being selected by District.

c. Design all creative and branding for the event, to include banners, posters, flyers with final approval to be determined jointly by the City's City Manager and District's General Manager.

d. Signage shall be removed at the conclusion of each night of the event.

e. It is the responsibility of the District to set/hang and store banners and other related signage.

4. Sponsorships and Donations. Any sponsorships or donations received by either Party for the Summer Concert Series shall be used in the following order to:

a. Defray District's unforeseen and necessary expenditures above the \$60,000 being made available to District by City;

b. Defray City's cash outlay to District;

c. Any excess funding shall be held in reserve by the District for the subsequent Summer Concert Series (i.e. 2021 and 2022). If the District decides not to organize, manage, market and produce the 2023 summer concert series, any sponsorship and donation funds held in reserve shall be given to the City for such use.

5. Budget Tracking and Reporting. District agrees to track all expenses and provide a detailed report on all expenditures in accordance with Section 1.2 of this Agreement.

C. Responsibilities of the City.

1. Operations. City agrees to provide staffing and operational support for the following items:

a. Rent and manage porta-potties for guest use, to include placement on City property, scheduling of servicing.

b. Rent and manage security fencing, to include scheduling of delivery/pickup and setup/breakdown.

c. City shall have safety lighting (defined as parking lot, park, and porta-potty lighting) available during the events.

d. Provide technical assistance for all power requirements by the performers/bands and event.

- e. Provide the set-up and break-down of the lighting tower for event, if needed
- f. Provide stage cleaning.
- g. All operational items shall be coordinated in conjunction with the District's Event Manager.

2. Marketing. City agrees to provide staffing and operational support for the following items:

- a. Insert approved marketing material into resident water bill mailers.
- b. Permit the District to hang banners and other signage related to the event. Signage can be set/hung the Thursday before the event.
- c. Permit the District use of the digital marquee at Constitution Park for marketing and advertising of the event.

TERMS

1. FUNDING.

1.1 Amount of funding. For organizing, managing, marketing and producing four (4) free to the public concerts, the City will provide cash funding to the District of up to, but not to exceed, \$60,000 (sixty thousand dollars) annually, and approximately \$10,660 annually in direct services and in-kind event staffing support, as needed, in accordance with subsection 1.2 below. District may request disbursement of up to \$60,000 upon execution of this agreement, and then every October 1st of each subsequent year.

1.2 Use of funding. District warrants that it will spend the up to \$60,000 granted by and received through this Agreement only for the purpose of organizing, managing, marketing and producing four (4) free to the public concerts in accordance with the Program Budget as found in Exhibit B. Annually, within 60 days following the final concert of each Summer Concert Series, District will provide City an expense report with copies of receipts or cancelled checks attached and remittance of unused funds. The approximately \$10,660 in direct services and in-kind event staff support provided by City are found in Exhibit C.

2. INDEMNIFICATION. City shall indemnify, defend and hold harmless District and its directors, officers, employees and agents from and against any and all liability, loss, damage, claims, demands, expenses, costs (including without limitation reasonable attorney's and expert's fees and costs in connection with litigation) of any kind or nature (including without limitation personal injury, death, or property damage), arising out of (i) a dangerous condition of the City facilities to be used for the Summer Concert Series, (ii) the negligence or willful misconduct of the City, or the (iii) failure of City to comply with any of its obligations of this Agreement, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except where caused by the sole or active negligence or willful misconduct of District.

District shall indemnify, defend and hold harmless City and its directors, officers, employees and agents from and against any and all liability, loss, damage, claims, demands, expenses, costs (including without limitation reasonable attorney's and expert's fees and costs in connection with litigation) of any kind or nature (including without limitation personal injury, death, or property

damage), arising out of the failure of District to comply with any of its obligations of this Agreement, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except where caused by the sole or active negligence or willful misconduct of City.

3. **EFFECTIVE DATE.** This Agreement is effective as of the date that it is fully executed by all parties after approval by the Camarillo City Council and the District's Governing Board ("Effective Date").

4. **NOTICES.** All notices shall be sent by U.S. Mail and by email to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses may be used for delivery of service of process.

CITY: City of Camarillo
Attn: Carmen Nichols, Administrative Services Director
601 Carmen Drive, Camarillo, CA 93010
cwnichols@cityofcamarillo.org

ORGANIZATION: Pleasant Valley Recreation and Park District
Attn: Mary Otten, General Manager
1605 E. Burnley Street, Camarillo, CA 93010
motten@pvrrpd.org

5. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of each party warrants and represents that the person or persons have the authority to execute this Agreement on behalf of their party (whether the party is a corporation, partnership, or business entity) and warrants and represents that they have the authority to bind all parties to the performance of its obligations hereunder.

6. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **SEVERABILITY.** In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

8. **AMENDMENT.** This Agreement may only be amended by written instrument, executed by all parties.

9. **CALIFORNIA LAW.** This Agreement will be construed and interpreted pursuant to the laws of the State of California. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Ventura, California.

10. **RECITALS.** The foregoing recitals are incorporated herein by reference into this Agreement.

11. **COMPLIANCE WITH ALL LAWS.** Each Party warrants that it will comply with all federal, state, and local laws in the performance of this Agreement.

12. **INTEGRATION.** This Agreement reflects the entirety of the terms and understandings between the parties and shall supersede all prior or contemporaneous oral or written

understandings, statements, representations or promises between the parties concerning the matters contained herein. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

"DISTRICT"

Date: 11-07-19



Robert Kelley, PVRPD Board President

ATTEST



Anthony Miller, PVRPD Clerk of the Board

"CITY"

Date: 11/6/19



Kevin Kildee, Mayor

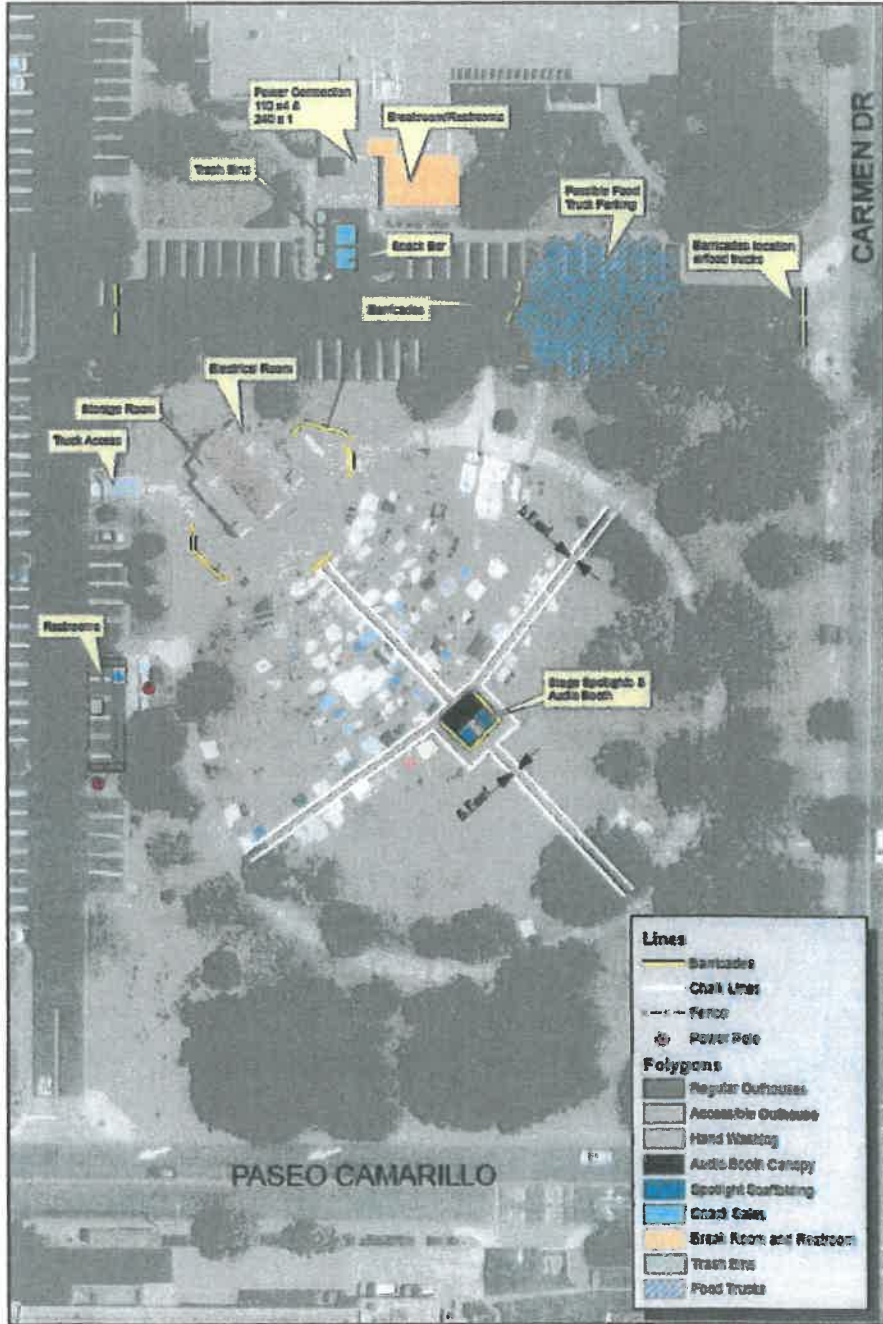
ATTEST



Jeffrie Madland, City Clerk

EXHIBIT A

Site Plan (Subject to minor changes)



Constitution Park Concert Setup

1 inch = 40 feet

EXHIBIT B

Budget

Summer Concert Series Expense Comparison

	Camarillo Arts Council	2019 PVRPD		2020 PVRPD
Personnel				
	2017 Actual	4-Part Series Budgeted	Actual	4-Part Series Estimated
Event Management	\$ -	\$ 4,032.00	\$ 6,510.00	\$ 5,040.00
Operations	\$ 355.00	\$ 7,200.00	\$ 7,175.00	\$ 9,000.00
Marketing	\$ -	\$ 2,016.00	\$ 3,360.00	\$ 2,520.00
Community Partnerships	\$ -	\$ 1,008.00	\$ 924.00	\$ 840.00
TOTAL	\$ 355.00	\$ 14,256.00	\$ 17,969.00	\$ 17,400.00
Service & Supplies				
Performers Expenses	\$ 39,234.05	\$ 14,000.00	\$ 9,378.20	\$ 14,000.00
Lighting	\$ 11,375.00	\$ 6,400.00	\$ 6,000.00	\$ 5,000.00
Sound	\$ 21,110.00	\$ 11,600.00	\$ 11,200.00	\$ 20,000.00
Security	\$ 4,278.00	\$ 2,400.00	\$ 3,360.00	\$ 3,360.00
Marketing & Advertising	\$ 1,056.74	\$ 2,000.00	\$ 3,299.83	\$ 4,000.00
Signage	\$ -	\$ 750.00	\$ 1,485.62	\$ 1,000.00
Operations	\$ -	\$ -	\$ 2,662.81	\$ 850.00
Contingency	\$ -	\$ 10,000.00	\$ -	\$ -
TOTAL	\$ 77,053.79	\$ 47,150.00	\$ 37,586.46	\$ 48,210.00
TOTAL	\$ 77,408.79	\$ 61,406.00	\$ 55,555.46	\$ 65,610.00
AVERAGE PER EVENT	\$ 11,058.40	\$ 15,351.50	\$ 13,888.87	\$ 16,402.50
		Per 4-Part Event		Per 4-Part Event

Notes:

1. 2017 Camarillo Arts Council ("CAC") expenses are based on CAC P&L statement for CY2017
2. 2019 sound & lighting expenses were provided at a heavy discount by RCS
3. \$2,800 light tower cost savings in 2019. 2020 RCS is proposing providing that as part of the package
4. 2019 SCS does not account for management time for tracking and accounting. This will be tasked to the Event Manager in 2020.
5. Items with "\$ - " indicate a zero value. There is no record of Camarillo Arts Council information in red.

EXHIBIT C

Direct Services and In-Kind Staff Support (Provided by City)

City will provide the following direct services and in-kind staffing services at its expense:

Estimated Cost
(based on City's actual 2019 costs)

Direct Services (contracted)

1.	Porta-Potties/Fencing/Safety Lighting	\$ 3,620.00
2.	Storage Container Relocations	\$ 460.00
3.	Sheriff Overtime (four concerts)	<u>\$ 2,761.00</u>
		\$ 6,841.00

In-Kind Staff Support (approx. 58 hours) **\$ 3,819.00**

TOTAL Estimated Direct Services and In-Kind Staff Support \$10,660.00

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Eric L. Storrie, Recreation Services Manager

DATE: November 7, 2019

**SUBJECT: CONSIDERATION OF A 3-YEAR COMMUNITY EVENT
FUNDING AGREEMENT BETWEEN THE CITY OF
CAMARILLO AND THE PLEASANT VALLEY
RECREATION AND PARK DISTRICT TO PRODUCE
THE SUMMER CONCERT SERIES**

SUMMARY

In February 2019, the City of Camarillo ("City") and the Pleasant Valley Recreation and Park District ("District") entered into an agreement to co-produce the 2019 Summer Concert Series. With the success of the series, the City and District staff are proposing to enter into a three (3) year agreement to produce the Summer Concert Series.

BACKGROUND

The Camarillo Arts Council ("CAC"), a 501(c)3, had produced the Summer Concert Series at Constitution Park for over 35 years. As a partnership between the CAC and the City, the City contributed \$50,000 cash and another \$19,191 of in-kind support to produce this event. In 2018, the CAC produced seven (7) concerts and two (2) movies as part of the series, for a combined event expense of \$117,191.

In 2019, the City and District produced a 4-part series, with the City contributing \$60,000 (including contingency) plus in-kind City services. The 2019 Summer Concert Series financials are as follows:

2019 Summer Concert Series Financials			
Revenue			
City of Camarillo Event Funding	\$	60,000.00	
Food Truck Fees	\$	3,155.00	
Sponsorships	\$	1,500.00	
Donations	\$	946.45	
TOTAL REVENUE			\$ 65,601.45
Expenses			
Event Management	\$	6,510.00	

Operations	\$	7,175.00
Marketing	\$	3,360.00
Sponsorships	\$	924.00
Performers	\$	9,378.20
Lighting	\$	6,000.00
Sound	\$	11,200.00
Security	\$	3,360.00
Marketing & Advertising	\$	3,299.83
Signage	\$	1,485.62
Unbudgeted Operational	\$	2,862.81

TOTAL EXPENSE

\$ 55,555.46

**Net
Income**

\$ 10,045.99

These figures do not account for \$1,500.00 of in-kind advertising.

ANALYSIS

While staff recognizes this event was supported monetarily by both the City and the CAC, staff also recognizes the importance of this event to the community. District staff have been working with City Manager Dave Norman on the full scope of continuing this partnership in 2020, 2021, and 2022.

The City is currently proposing an annual funding agreement of up to, but not to exceed, \$60,000 cash, plus in-kind City services (fencing, lights, staff, portables) for a 4-part Summer Concert Series. This financial consideration will cover the same items listed above.

District staff analyzed the following items related to the production of this event:

1. Programming Responsibilities. Current staffing levels and experience, as well as special event workloads during June-September, lend the ability for the District to produce this event without significant detriment to District programming, service levels, or staff burnout based on one concert a month. The draft Agreement outlines specific responsibilities between the City and District.
2. Revenues. Staff is actively working with food trucks and community partners as it relates to sponsorship of the series. Any revenues will be used as follows:
 - a. Defray District's unforeseen and necessary expenditures above the \$60,000 being made available to District by City;
 - b. Defray City's cash outlay to District;
 - c. Any excess funding shall be held in reserve by the District for the subsequent Summer Concert Series (i.e. 2021 and 2022). If the District decides not to organize, manage, market and produce the 2023 Summer

Concert Series, any sponsorship and donation funds held in reserve shall be given to the City for such use.

3. Expenses. The District shall account for and provide a report of expenses within sixty (60) days after the last Summer Concert Series performance.
4. Insurance. District staff have worked with the California Association for Park & Recreation Indemnity (CAPRI) regarding insurance requirements and risk management best-practices for this event as alcohol has typically been present (brought by event attendees). Currently, the City has a Social Host Ordinance (“SHO”). The event will have a police presence as well as additional uniformed security, and both agencies seek to “act with reasonable care” regarding monitoring of the event to ensure that public safety is paramount. CAPRI believes the District would not be negligent nor liable for liability claims resulting for any guests’ consumption of alcohol on the event grounds.
5. Marketing and Sponsorships. District staff will take the lead on marketing options and branding of the Summer Concert Series to represent being presented by both agencies. The marketing of the event will include social media, District’s Activity Guide publication (May-August 2020 issue), press releases, banners, email marketing, and providing information at District-hosted (Easter Eggstravaganza, Food Truck Festival, Rummage Sale, National Trails Day) and other community events.
6. Blanket/Chair Policy. The City’s policy previously allowed for guests to leave blankets and chairs at the Constitution Park site as early as 5:00pm the Thursday of the concert. The CAC and City would provide volunteers to supervise and guard the guest’s possessions through the start of the event. The City Council has provided guidance that blanket and chair placement by guests will be available starting at 5:00pm on Friday with no supervision. Should guests leave items prior to 5:00pm on Friday, the City will collect and place these items to the side of the stage. Guests are still authorized to stay with their items throughout the day Friday, a common practice in previous years. This policy update will be incorporated in all messaging and advertising of the Summer Concert Series.
7. Proposed Event Dates. District and City staff have worked to analyze available dates that would not conflict with other major events in the area, including Camarillo Fiesta, Wings Over Camarillo Air Show, Party for the Parks, and the Movies in the Park series. Proposed event dates shall be coordinated between the Parties each year, with performances taking place in June and July with every attempt made to establish a consistent and easily remembered schedule (i.e. “the second and fourth Saturday of the month”).

The proposed event dates are:

- a. Saturday, June 13, 2020
- b. Saturday, June 27, 2020

- c. Saturday, July 11, 2020
- d. Saturday, July 25, 2020

Mr. Norman is taking (will have taken) this item to the Camarillo City Council for action on Wednesday, November 6 (yesterday). City Council and Board of Directors approval will enable the District to timely hire the musical acts and production contractors for the season.

FISCAL IMPACT

The funding agreement is up to, but not to exceed, \$60,000 cash, plus in-kind City services for a for a 4-part Summer Concert Series.

RECOMMENDATION

It is recommended the Board of Directors authorize the General Manager to enter into a three (3) year agreement between the City of Camarillo and the Pleasant Valley Recreation & Park District to produce the Summer Concert Series.

ATTACHMENT

- 1) Summer Concert Series Community Event Funding Agreement (9 pages)

PLEASANT VALLEY RECREATION & PARK DISTRICT

EVENT SERVICES AGREEMENT FOR THE SUMMER CONCERT SERIES

This EVENT SERVICES AGREEMENT (herein "Agreement"), is made and entered into by and between the Pleasant Valley Recreation & Park District (herein "District") and Music Freqs, (herein "Contractor"). The parties hereto agree as follows:

CONTRACTOR: Brett DeCarlo
Music Freqs
P.O. Box 1210
Somis, CA 93066-1210

EVENT: 2021 Summer Concert Series

EVENT DATES: Saturday, July 24, 2021 at 5:00pm
Saturday, August 7, 2021 at 5:00 PM
Saturday, August 21, 2021 at 5:00 PM
Saturday, September 4, 2021 at 5:00 PM

START TIME [*including set-up*]: 10:00 AM

END TIME [*including clean-up*]: 10:00 PM

LOCATION: Constitution Park, 601 Carmen Dr. Camarillo, CA 93010

1. ADMINISTRATION.

District's General Manager, or designee, is charged with the administration of this Agreement on behalf of the District and may make all decisions in connection therewith. Brett DeCarlo is Contractor's representative authorized to make decisions in connection with this Agreement.

2. SCOPE OF SERVICES/SCHEDULE OF PERFORMANCE.

Contractor shall provide the following Services on the event date listed above:

Sound/Lighting Services to include PA System, Audio Engineering, Lighting & Backline, and Stage Crew as outlined in the scope of work for the agreement.

Contractor is subject to the following restrictions: Compliance with the City of Camarillo Municipal Code including Chapter 10.34, Noise Regulations.

3. SPECIAL REQUIREMENTS.

- A. Contractor must comply with all applicable restrictions on the use of intellectual property including copyright laws for music.
- B. Contractor agrees to permit District to use photography and/or video taping of this activity/event for promotional use/or on District's website.

Contractor warrants that she/he and all staff of Contractor who may provide services pursuant to this Agreement who may have contact with children have never been convicted of any offense specified

in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from working with children. If required by state law and indicated below, at Contractor's sole expense, Contractor and its staff shall submit to fingerprinting and a background check, in accordance with Section 5164 of the California Public Resources Code, and/or shall submit to the District a certificate regarding communicable tuberculosis as required by Sections 5163 et seq. of the California Public Resources Code. The foregoing requirements must be satisfied prior to the commencement of the Services.

Fingerprinting and/or Tuberculosis, as specified, required:

YES **NO**

[Required for individuals who may come in to contact with children and/ or work as a food/beverage concessionaire.]

4. TERM.

The term of this Agreement shall be from the Start Date and Start Time through the End Date and End Time specified above.

5. SCHEDULE OF COMPENSATION.

District agrees to pay Contractor a maximum sum of \$18,000 payable in four (4) equal payments, for the services and/or performance specified above in Section 2 of this Agreement. District agrees to pay Contractor in the form of a District check on the date of the service and/or performance payable to Contractor at the conclusion of services rendered.

Payment Schedule:

Saturday, July 24, 2021 - four thousand five hundred and zero cents (\$4,500.00)

Saturday, August 7, 2021 - four thousand five hundred and zero cents (\$4,500.00)

Saturday, August 21, 2021 - four thousand five hundred and zero cents (\$4,500.00)

Saturday, September 4, 2021 - four thousand five hundred and zero cents (\$4,500.00)

6. INDEMNITY.

The Contractor agrees to indemnify, hold harmless, and defend the City of Camarillo, Pleasant Valley Recreation & Park District, their officers, employees, and agents from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, and omissions of the Contractor and its officers, employees, agents, or volunteers, including, without limitation, any penalties, claims or liabilities arising in connection with a violation of intellectual property laws and copyright regulations.

7. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor agrees to perform the services hereunder as an Independent Contractor and under no circumstances or conditions shall Contractor or any of his/her agents, servants and employees, be considered an employee or agent of the District or City of Camarillo ("City"). Contractor is solely responsible for selecting the means, methods and procedures for performing its services hereunder and for coordinating all portions of the work so the results will be satisfactory to District. Contractor will supply all tools and instruments required to perform its services under this Agreement. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District or City. Contractor shall not be entitled to any benefits

accorded to District or City employees, including workers' compensation, disability insurance, vacation or sick pay and Contractor hereby expressly waives any claim he/she may have to such rights.

8. FACILITIES, EQUIPMENT, SUPPLIES AND CARE OF DISTRICT PROPERTY.

A. District shall provide the following facilities, materials and equipment for use in the Event:

1. Stage
2. Parking
3. Back-of-house space
4. Green room

B. Contractor shall provide all materials and equipment for use in the Event at Contractor's sole expense as outlined in the scope of work.

C. Contractor shall take prudent care of District and City property, including but not limited to the property listed above. Contractor shall ensure that the property, equipment and/or facility is left in the same condition as it was found.

9. INSURANCE.

If required by this Section, Contractor agrees to obtain and maintain the policies set forth in the attached Exhibit A, entitled "PVRPD INSURANCE REQUIREMENTS" and Exhibit B, entitled "CITY OF CAMARILLO INSURANCE REQUIREMENTS." All policies, endorsements, certificates and/or binders shall be subject to approval by the District as to form and content. Contractor agrees to provide District with a copy of the required policies, certificates and/or endorsements before services commence under this Agreement.

10. LITIGATION MATTERS.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

11. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

12. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the District.

13. PRIOR AGREEMENTS AND AMENDMENTS.

This Agreement, including the Exhibit, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Except as expressly provided herein, this Agreement may only be modified by a written amendment duly executed by the parties.

14. SEVERABILITY.

Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

15. CORPORATE AUTHORITY.

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

In Witness Whereof, the parties hereto have executed this Agreement on the day and year written above.

Pleasant Valley Recreation & Park District
"DISTRICT":

Mark Malloy, Board Chair
Pleasant Valley Recreation & Park District
1605 E. Burnley St.
Camarillo, CA 93010

Music Freqs
"CONTRACTOR":

Brett DeCarlo
Music Freqs
PO Box 1210
Somis, CA 93066-1210

By: _____
Mark Malloy, Board Chair

By: _____
Brett DeCarlo, Co-Owner

ATTEST:

Karen Roberts, Clerk of the Board

EXHIBIT A

PVRPD INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. If Contractor, at this time, is personally uninsured and is required to purchase Commercial General Liability insurance through the District from Alliant Insurance Services, Special Event Insurance Program which meets the District's requirements. The District and City of Camarillo and each of its employees and agents must be mentioned as additional insured.

B. Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. However, this requirement shall not apply if Contractor has no employees. If Contractor has no employees, Contractor shall submit a written statement under perjury that he/she has no employees.

C. Automotive Insurance. A policy of comprehensive automobile liability insurance as required by California law.

Said policies of insurance shall not be cancelled without providing ten (10) days' prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, provide new evidence of insurance. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages to the satisfaction of the District.

Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating, 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.

EXHIBIT B

CITY OF CAMARILLO INSURANCE REQUIREMENTS



City of Camarillo

Department of Community Development

601 Carmen Drive • Camarillo • California • 93010

805.388.5360 | | 805.388.5388 fax

MEMORANDUM

NOTICE

FOR EVENTS HELD WITHIN CITY LIMITS

The City requires **complete** certificates of insurance, which includes **both forms listed below**:

1. **Certificate of Insurance ("Acord 25-S" form)** (Please note: The city requires appropriate insurance be provided for the day(s) of the event in the following minimum amounts: **\$2,000,000 General Aggregate** and **\$1,000,000 Each Occurrence** unless otherwise stated.)
2. **Endorsement form** (this form actually changes the policy to add the City as additional insured; therefore, this is a required document)

Sample of complete insurance requirement attached

Insurance providers issue different style forms to address this requirement.

The wording on the **CERTIFICATE of INSURANCE and ENDORSEMENT** form should read:

"Additional Insured: City of Camarillo, its elected and appointed officials, agents, volunteers and employees."

→ AND – the Endorsement form needs the following language:

"PRIMARY INSURANCE: This Insurance is primary and noncontributory as respects to any loss or liability arising directly or indirectly from the insured's operations."

These requirements are standard procedures for all certificates of insurance requested by the city.

→ FOR EVENTS ON CITY-OWNED PROPERTY ←

In addition to the applicant/permittee providing proper insurance, all vendors (including food vendors, non-food vendors with sales, and exhibitors) will be required to procure and maintain commercial general liability insurance with coverage limit of \$2,000,000 General Aggregate and \$1,000,000 Each Occurrence. Each vendor must provide individual complete certificates of insurance to the Applicant/Permittee. The applicant/permittee will be required to provide City with a complete list of each vendor with a statement certifying applicant/permittee has received a copy of each vendor's certificate of insurance (The City does not require a copy of each vendor's COI). Any alcohol garden shall be covered on a separate policy (complete certificate of insurance and endorsement form naming the City as additional insured and state such insurance will be deemed "primary") by either the Applicant/Permittee or the vendor.

AS AN OPTION (for City-owned property)

You may contact the Administrative Services Department (Human Resources Division) at 805.383.5633 for information regarding cost and coverage of *optional* insurance offered by the City's insurance carrier. Vendors that are unable to provide an individual certificate of insurance may be added to the applicant/permittee's policy (if applicant/permittee's policy has been purchased thru City's Special Event Insurance Program) at the current daily rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE IMM-DD-YYYY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

This page is a **SAMPLE** of the Certificate of Insurance. This is Page 1 of the 2-page complete insurance documentation required. Please note information in box above. This is why the Endorsement Form is Required.

CONTACT NAME:		FAX:	
PHONE:		I.A.C. No. Ext.:	
I.A.C. No. Ext.:		I.A.C. No.:	
EMAIL ADDRESS:			
ADDRESS:			
PRODUCER CUSTOMER ID #:			
INSURER(S) AFFORDING COVERAGE:			NAIC #:
INSURER A:			
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED

SAMPLE

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	MODEL YEAR	YEAR BEG	YEAR END	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY							EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ex. accidental) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JCT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY							PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS							COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per person) \$
	<input type="checkbox"/> HERED AUTOS							BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$
								\$
	<input type="checkbox"/> UMBRELLA LIMB							\$
	<input type="checkbox"/> EXCESS LIMB							EACH OCCURRENCE \$
								AGGREGATE \$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to RW)							OTR- ER
	(If yes, describe under DESCRIPTION OF OPERATIONS below)							E.L. EACH ACCIDENT \$
								E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All operations: City of Camarillo. Its elected and appointed officials, agents, volunteers, and employees are listed as Additional Insured - Pursuant to attached endorsement

CERTIFICATE HOLDER

Dept of Community Development
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: Policy number must match COI

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Camarillo, its elected and appointed officials, agents, volunteers and employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

PRIMARY INSURANCE: this insurance is primary and noncontributory as respects to any loss or liability arising directly or indirectly from the insured's operations.

THE ABOVE WORDING IS A FIRM REQUIREMENT TO BE INCLUDED IN ALL ENDORSEMENTS - PER CITY ATTORNEY.

EXHIBIT C

SCOPE OF WORK

Goosetown Productions Inc. DBA:
Rock City Studios Audio and Lighting Rental for the
Summer Concert Series - Confidential

List of gear we will be supplying for the Stage

- **Backline**
 - **Drums**
 - Blue and red DW Collector Series drum sets
 - 2 kick pedals
 - 6 cymbal stands
 - 1 ride cymbal
 - 2 crash cymbals
 - 2 hi hat stands with clutch and hi hats
 - 2 snare drums blue and red
 - 2 snare stands
 - **Bass**
 - Ashdown head
 - Ashdown 8x10 cabinet
 - 2 speaker cables
 - 2 power cables IEC
 - Backup Gallien Krueger half cabinet
 - Ampeg B2RE bass head
 - **Guitar**
 - Mesa Boogie Triple Rectifier head
 - Mesa Boogie cabinet
 - Marshall JCM 2000 head
 - Marshall 1960A cabinet
 - Bogner Head
 - Line 6 Cabinet (backup cabinet)
 - 4 speaker cables
 - 4 power cables IEC
- **Stage Equipment**
 - **Monitors**
 - 8X QSC Monitors
 - 8X 25 ft. xlr cables
 - 8X 10 ft. or longer power cables IEC
 - Behringer x32 console
 - **PA System For up to 2000-3000 people**
 - 12 Line Array total RMS Acoustics- Water Resistant (Made In the USA)
 - X12 18 inch subwoofers - Water resistant
 - 4 Linea 44M20 20kW amplifiers
 - X4 side fills on hand if needed
 - 7x 14 gauge Speaker cable 100 feet 4 pole neutron connectors

Goosetown Productions Inc. DBA:
Rock City Studios Audio and Lighting Rental for the
Summer Concert Series - Confidential

- o **Truss System and Safety**
 - 40mph wind rated
- o **FOH System**
 - FOH System
 - Midas M32 channel console
 - D32 stage box
 - 2 power cables IEC
 - iPad FOH
 - Linksys router
 - Power cable
 - Network cable
 - 3x industrial CAT 5 cable 200 feet

- o **Mic Cables and stands**
 - 45X XLR cables
 - 10X ¼ instrument cables
 - 10X big boom stands with clips
 - 8X small boom stands with clips
 - 2X small stands with base with clips
 - 4X guitar stands
 - 1X 100 ft 24 channel 4 return snake
 - 1X 100 snake female XLF to Male XLR (feeds to power amps (subs and main)
- o **Stage Miscellaneous Items**
 - 4X Radial stereo DI
 - 2X mono Radial DI
 - 1X 24 channel 100 ft snakes with 4 returns
 - 1X 8 channel snake
- o **Microphones**
 - 5X Seiheiser e 604 microphones
 - 6X SM58
 - 8X SM57
 - 1X d12
 - 91X a
 - Shure bass drum mic 55
- o **Batteries**
 - 4X 9v batteries
 - 8X AAA batteries
 - 8X AA batteries
- **Miscellaneous Items**
 - o 12 chairs black

Goosetown Productions Inc. DBA:
Rock City Studios Audio and Lighting Rental for the
Summer Concert Series - Confidential

- o Ice Chest
- o 5-6 packages of water
- o FOH Tent
- o FOH Table(s)

- **Tents and tables 10x10**
 - o FOH Tent with large foldable 8 foot table
 - o X2 BackStage Tents

- **Crew**
 - o FOH Engineer
 - o Monitor Engineer
 - o Stagehand
 - o Stage Manager
 - o Lighting engineer
 - o 5 Crew members for help with load in and load out

- **Lights**
 - o Cables
 - o 6 -8 Chauvet lights
 - o Smoke machine
 - o Lighting console
 - o X6 Chauvet Rogue R2 Wash,
 - o X4 Chauvet Intimidator Scan 305 spot light,
 - o 1 chauvet spot light at lighting table for remote controlled for singers
 - o X8 Chauvet freedom par 4
 - o X4 Elation par 6,
 - o Chauvet DataStream 8 channel dmx,
 - o Entec 512 universe.
 - o X4 DMX 100ft 3 pin cables,
 - o X15 Dmx 20 ft cables 3 pin,
 - o X15 dmx 6ft 3 pin cables.

- **Power Distribution/hookup**
 - o Electrician to hook it all up
 - o 1) 2/0 - 5 wire tie is set, Female Type 16 Camlock connectors, 10 feet
 - o 2) #2 - 5 wire banded cable set, male and female, type 16, Camlock connectors, 50 feet
 - o 3) 100 amp 3 phase Pagoda, 15 duplex connectors, Camlock feed
 - o 4) Quantity 8 Quad outlet Nema 5-15 power boxes with 8 foot, 12 gauge pigtaills

- **Stage and Audience Safety for cables**
 - o No trip cable hidere 120 ft for front of stage
 - o No trip cable hidere behind stage 15ft
 - o No trip Cable Hiders side of stage and Cones Around truss system

Goosetown Productions Inc. DBA:
Rock City Studios Audio and Lighting Rental for the
Summer Concert Series - Confidential

Cost Break Down Per Show includes crew setup and breakdown

Backline Price = \$1000

Discount total \$500

Savings \$500

**Stage equipment, microphones stage monitors and cables and FOH Engineer, stagehand
Price total = \$1200**

PA Rental regular price = \$3500

Discount price total = \$2500

Savings = \$1000

Light rental setup/teardown and cables with safety cables, with engineer = \$1500

Free

Savings = \$1500

**Truss system 21ft wind rated for 45 mph with carry load of 1745 lbs
regular price= \$1500**

Discount price total = \$300

Savings = \$1200

Band Booking and negotiating regular price =\$500 per show per band

Discount price =free

Savings = \$300

Power distribution regular price = \$500

Discount price total = Free

Savings = \$500

Cable Safety regular price \$500

Discount price total = Free

Savings = \$500

Total = \$6700.00 per show for 4 shows in series

For 6 shows \$6500.00 per show

For 8 shows \$6300.00 per show

With all Discounts applied the total comes out to \$4500 per concert.

Goosetown Productions Inc. DBA:
Rock City Studios Audio and Lighting Rental for the
Summer Concert Series - Confidential

Backline Description

Our Backline consists of only top tier equipment for all of the bands while still incorporating local business like DW Drums. All Backline equipment is also brought with a backup of either the instrument or amp and the appropriate cables.

Having a backline that is reliable makes the show not only sound better but also makes it more efficient and helps protect the event from any unforeseen audio mishaps. All of our backline equipment that is provided will also be a step above any rider that we may get from bands.

Stage Monitors

Rock City Studios will be providing 8 new QSC K12v2 stage monitors along with all the necessary cables. 5 of these monitors will be on stage with a 5 separate monitor mix so each individual artists performing on stage can have their own mix for their performance. The additional 3 monitors will be used as backups or if bands have more than 5 members in the band for the additional members. We will also be providing an extra Behringer x32 console with all appropriate cables if bands request that they will be needing or providing a stage monitor engineer.

Truss

We will be providing a 21ft high PA hanging truss system. This system can withstand winds up to 45 mph and is also beyond safe. For example the load capacity of the truss we will be providing is 1745 pounds per side and we will only be hanging around 500 pounds maximum per side. We also use this truss for these type of events because the attendees are spread far and wide apart and need to make sure that the back of the venue can still hear the music without making the front to loud.

PA System

Rock City Studios is proud to be providing the newest Line Array PA System from an industry leader such as RMS Acoustics. The system is proudly made in the USA. This PA System can accommodate up to 4000 people up to 250 ft away. The system is also powered by another industry leader in amp technology, Linea Research Amps. These amps are not only used by huge nationally touring artists playing stadiums but can be configured in very specific ways to tune the PA system according to the band and the natural settings. The PA system will exceed every rider requirement that we will have to meet from any of the bands that will be playing the

Goosetown Productions Inc. DBA:
Rock City Studios Audio and Lighting Rental for the
Summer Concert Series - Confidential

Summer Concert Series. The Line Array PA system is also designed where we can angle each individual speaker to better cater to the needs of the audience and is also water resistant.

FOH System and Engineer

We will be providing the audio console and the audio engineer. The console we will be using is a Midasx32 console which is rider friendly to the bands we will be hosting at the Summer Concert Series. The console will also consist of a wireless router and a Ipad so the audio engineer can mix the show from different locations at the festival to make sure the sound quality is superb and safe. We will also be bringing our own sound engineer to run the sound for the shows or to assist the band if they are bringing their own sound engineer and to keep all sound levels within a safe level for all attendees. As a backup we will not only run 1 150 ft cat 5 cable to run all of the inputs but we will run 2 cat 5 cables just in case something happens to one of them during the show. Our engineers are not only friendly but professional and have made their mark in the live music industry and are also local to the City of Camarillo.

Mic Stands Stage Cables

We will provide all of the basic rider friendly stage needs including x45 XLR 25ft microphone cables, x15 20ft instrument ¼ inch cables, x1 8 channel small 50ft XLR stage snake for front of stage, Midas 32 channel live box, a variety of mic stands including boom stands large and small, straight stands large and small, large overhead boom stand, drum mic clips, guitar stands for the artists.

Microphones, Stage Miscellaneous

We will be providing a variety of microphones including 5X Sainheiser e 604, 8X sm58, 10X SM 57, 2X d12, 91X a, Shure bass drum mic 55.

All microphones will be cleaned and sanitized before being used and if a band is requesting a specific microphone that is not on this list we have another microphone list from our venue we can use at no extra charge. We will also be providing all stage DI's (direct inputs) coming to a total of 8 and also providing a variety of batteries for the bands as they tend to use wireless units for their guitars and tend to come to gigs with it dead.

Stage Lighting

All lights will be programmed according to the band's request or lighting plot that they give us for the show.

Goosetown Productions Inc. DBA:
Rock City Studios Audio and Lighting Rental for the
Summer Concert Series - Confidential

All lights will meet and exceed the band's rider requests and will also not impede the view of concert attendees. The lights will be set up taken down and operated by a lighting engineer who will also include in the setup light safety cables for each and every light installed.

We will provide the lighting computer, lighting program, lighting dongle and console to make each and every concert unique to the band playing. All of our lights move with the exception of the freedom par lights. All lights do change color and we will also be providing follow spot lights at the lighting booth for just in case the singer gets away from the main lights on the stage.

Crew

Rock City Crew members will include, FOH Sound Engineer, 2 stagehands, Lighting engineer, Band liaison, Set up and break down crew of truss and PA system x5, Lighting setup and breakdown x2. All crew members are not only local to the County but are extremely friendly, knowledgeable of the Summer Concert Series, professional and take the public's safety and experience into the highest priority.

All employees of Rock City Studios have been fingerprinted, FBI background checked, are covered by Workers Compensation, our business General Liability Insurance, and trained in safety and hazards related to their job. Rock City Studios is proud of each and everyone of its crew members.

Cable Safety and Crowd Safety

Rock City Studios will be providing 150 ft worth of no trip cable hidens that can each withstand a weight of 2000 lbs. These are bright and yellow so people won't trip on them and are also ADA compliant so wheelchairs can roll over them. We will be providing these going from the stage to the audio and lighting booth and in the back and sides of the stage for the power cables and microphone cables. We will also be providing plenty of gaffers tape to tape down and clean up any loose cables. We will provide orange safety cones, caution tape and foam protectors for the sides of the truss.

Band Bookings

We at Rock City Studios have a lot of experience with booking bands and negotiating their price. We book national bands not only for Rock City Studios but for the Strawberry Festival, and many other local festivals and facilities across our county. We have great relationships with not only the bands but the booking agents as well making it possible to have a farther reach than others. Our previous festival booking services resulted in the client's coming significantly under budget at the same time fully satisfying the band's needs and leaving happy.

**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: July 7, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF THE UPDATED JOB
DESCRIPTION FOR THE ADMINISTRATIVE ANALYST**

SUMMARY

On an annual basis District staff review job descriptions to ensure they are accurate which can be especially important for the assignment of duties. Job descriptions provide a clear understanding of what the duties and responsibilities for a particular position that assist supervisors and the employees who perform each job. This year the Administrative Analyst job scope has been updated to reflect current duties.

BACKGROUND

Typically, as part of the budgetary process management staff reviews job descriptions to ensure they remain updated and reflect the current needs of the District. A job description contains the following components: job title, job purpose, job duties and responsibilities, required qualifications, preferred qualifications and working conditions. Job descriptions is defined as a useful, plain-language tool that explains the tasks, duties, functions and responsibilities of a position. They do not provide an exhaustive list of specific tasks to be performed, but instead provide a broad explanation of the job as it currently exists.

ANALYSIS

Upon review of the Administrative Analyst job description, it was determined there needed to be some updates. As part of the review the District has added more specific language as it relates to Information Technology. This will give a prospective employee better defined qualifications and a more accurate job description.

Administrative Analyst:

- Added job duties to include Information Technology.
- Certificates, Licenses, Registrations desired but not required certification – Microsoft 365 Fundamental Certification

FISCAL IMPACT

There is currently no fiscal impact.

RECOMMENDATION

It is recommended the Board of Directors consider and approve the updated job description for the administrative analyst.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 5.1: Position the District to attract and retain high-quality employees.

Meets 2021 Strategic Plan Goal 5.4: Create and implement a workforce succession plan to ensure the continued performance and operations of the Pleasant Valley Recreation & Park District.

ATTACHMENTS

- 1) Administrative Analyst (2 pages)



Pleasant Valley Recreation and Park District Job Description

Job Title: Administrative Analyst
Department: Administration
Reports To: Admin/Park/Rec Services Manager
FLSA Status: Exempt (PTYR Non-Exempt)

Category: Management
Prepared Date: July 7, 2021
Approved by: Board of Directors
Approved Date:

SUMMARY: Under general supervision, performs a variety of complex and responsible administrative duties in the areas of budgeting for park maintenance and facilities, capital project scheduling and coordination, emergency response planning; liaison and staff support to community groups; conducts analytical studies and prepares reports of special projects in accordance with District policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus of Quality Customer Service being primary for all positions. Performs additional duties as assigned.

- Serves as Clerk of the Board, attends District Board, subcommittee and other governmental meetings. Prepares, monitors, distributes or publishes administrative records such as Board Resolutions and Ordinances (Board of Directors' Agenda, Board of Directors' Minutes, Agenda Items, etc.) to Board members, District divisions and the public. Assist in the preparation and delivery of the monthly board packets.
- Independently responds to public records requests, complaints, information requests, letters, and general correspondence related to District policy and/or procedures, and public records requests to general public, outside agencies and District staff.
- Conducts administrative and/or management studies relating to the activities and operation of the assigned department, office or program area; conducts surveys, research, and statistical analysis on administrative, fiscal and operational issues.
- Establishes lease agreements with cellular communication and/or other companies and oversees facility installation on park property.
- Prepares requests for proposals, represents the District to contractors and vendors, analyzes bid results and makes recommendations for contractual services.
- Independently responds to letters and general correspondence of a routine nature.
- Reviews material upon completion for conformance to District requirements.
- Participates in coordinating special presentations and special events; prepares commendations, proclamations and certificates for District presentations; coordinates activities at meetings; coordinates special District events including groundbreakings; grand openings; and related events.
- Revise and develop fees; negotiate contracts; ensure compliance of department functions with pertinent laws, regulations and ordinances.
- Administer the risk management and insurance programs.
- Assists in reviewing and proofing, brochures and technical manuals and staff reports.
- Assist with the budget development process and budget monitoring activities; provides assistance in the development of assigned budget; collects and analyzes financial data; and review of division and/or assigned department operating, multi-year, capital improvement District budget documents.
- Write and prepare grants. Manage grant funds and track expenditures, including preparing required grant reports as well as review for accuracy and compliance.
- Oversee/prepare the Status report, public notices, and other similar communications.
- Must maintain the District's policies regarding Standards of Conduct and Confidentiality. Must maintain the same in all matters, which any reasonable person would assume, deserves such treatment.
- Insure the application of and compliance with established District Policies and Procedures.
- Observes safety and security procedures; determines appropriate action beyond guidelines; reports potentially unsafe conditions; uses equipment and materials properly.
- Establish and maintain an open and effective system of communication throughout the organization.
- Perform related duties as assigned.



Pleasant Valley Recreation and Park District Job Description

- Act as liaison with the County of Ventura: Elections Division, County Clerk & Records, Assessor's Office, Board of Supervisor's Office and Auditor's Office; and remind Board/staff to file Conflict of Interest Form 700 online and update every two years the AB1234 training.
- Administer AB1234 training and sexual harassment training for Board
- May be required to supervise, train, and monitor Customer Service Representatives, office volunteers, temporary employees, contractors, or sub-contractors.
- Participates either as a board member or District Liaison to the Foundation for Pleasant Valley Recreation and Parks board. May be elected or assigned administrative duties from the District's Foundation.
- Manage District's IT Contract

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

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

- Working to considerable knowledge of: principles and techniques of administrative and fiscal analysis, organization and staffing, public relations and personnel or benefits administration.
- Working to considerable ability to: prepare a variety of reports and recommendations, communicate orally and in writing, establish and maintain effective working relationships with co-workers, the general public and outside contractors.
- Thorough knowledge of: current records technology, State code, District ordinances, and regulations governing the transcription, maintenance and disposition of official records.
- Thorough skills to: use a variety of current computer-based document transcription, storage, and retrieval systems and various types of standard office equipment.

EDUCATION and/or EXPERIENCE: Bachelor's Degree in Business, Finance, Communications, Public Administration, Park Administration or related field with minimum of four (4) years of progressive experience, administrative responsibility, or equivalent combination of education and experience.

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.

- Desired but not required certification.
- Microsoft 365 Fundamental Certification

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

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

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: July 7, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF THE UPDATED
WATER CONSERVATION AGREEMENT BETWEEN
THE DISTRICT AND WILLAMS COMMUNITIES, LLC**

SUMMARY

The District entered into an agreement with Camarillo Village Home in February of 2018. This agreement should result in an estimated water savings to the District of approximately 40-acre feet on an annual basis. This project has been dormant as the developer was working with partners and the City. In August of 2020 the City granted Hawkeye Investment/Camarillo Village Homes a third and final extension for this project which is located at the corner of Pleasant Valley Road and Lewis Road. At this juncture Hawkeye Investment/Camarillo Village Homes is working with Williams Communities LLC to take over the obligations for this project to include the water mitigation plan.

BACKGROUND

In April of 2016 Hawkeye Investments II LLC approached Pleasant Valley Recreation and Park District, as well as Pleasant Valley School District as these entities have large areas of turf. Camarillo Village Homes, LLC (CVH) is proposing a residential planned development and mixed-use project (Development) consisting of approximately 309 residential units and 12,000 square feet of commercial space on 23 acres at the corner of Lewis Road and Pleasant Valley Road in the City of Camarillo.

In July of 2016 the City of Camarillo introduced an Ordinance amending City Municipal Code Chapter 14.12 (Water Conservation Measures) and amending the Water Demand Credit Program and adopting a Water Demand Offset Program. This item adds new permanent water conservation measures including a requirement for a water impact study for significant new development projects and the requirement that such projects offset any new water demand on the City's water system.

Part of the City's approval of the Development including the conditions for Tract 5969, imposes a requirement that the Development offset 100% of its water demand, which the City has currently calculated to be 39.29-acre feet per year (AFY) (Water Demand Offset Amount). Camarillo Village Homes, LLC is required to enter into contracts with public or private entities that are existing water customers of the City of Camarillo to achieve the Water Demand Offset Amount.

The mitigation report to the City of Camarillo and the intent of the report was to determine if the irrigation systems entity could become more efficient by installing new weather based automatic irrigation controllers, master control valves and flow sensing devices. The use of this equipment would allow for easy global program changes to all irrigation controllers from either a standard computer or mobile phone using the internet as a communications source. The addition of the master remote control valves on the mainline as well as flow sensing equipment automatically shuts off systems that have been compromised because of broken piping or broken sprinkler heads.

This project has been dormant as the developer was working with partners and the City. In August of 2020 the City granted Hawkeye Investment/Camarillo Village Homes a third and final extension for this project which is located at the corner of Pleasant Valley Road and Lewis Road. At this juncture Hawkeye Investment/Camarillo Village Homes is working with Williams Communities LLC to take over the obligations for this project to include the water mitigation plan.

ANALYSIS

In June of 2017 the District entered into a consent agreement with Camarillo Village Homes, LLC to review current irrigation equipment, location and potential controllers. Hawkeye Investments, II LLC then hired Climate Smart Irrigation to prepare a Water Use and Supply Study. Climate Smart Irrigation has developed an analysis and recommendations for improving water efficiency for the District, dated October 2017, which is attached as Exhibit A.

The report estimates that turf irrigation can be decreased significantly by utilizing a combination of the following methods at the Water Conservation Project Parks (13 park sites): (i) replace or upgrade existing auto controllers with weather-based 'smart technology' programming features and install master remote control valves and flow sensors on existing mainlines; and (ii) monitor the system, to replace broken equipment, including pipes and sprinklers.

Camarillo Village Homes believes that the implementation of the recommendations will result in an estimated water savings to the District of more than the approximate 40 AFY needed as the Water Demand Offset Amount required for the development. The concept of the weather-based irrigation controller is based on using daily weather data to determine the volume of water which is needed for each zone to be irrigated.

The agreement would allow Williams Communities to contribute goods, services, and financial reimbursement to the District, at no cost to PVRPD, to meet the Development's Water Demand Offset Amount. This agreement will include:

1. Installation of smart controllers, including but not limited to master remote control valves and flow sensors.
2. Completion of work at the first seven (7) parks within 3-months, with the second grouping of six (6) completed within 6-months. Failure to meet any of these benchmarks shall result in a monetary penalty of \$250 per day until the work is complete.
3. Monitoring and replacement of the Smart Controllers, broken sprinklers and irrigations lines.
4. WH Camarillo 285, LLC shall provide quarterly reporting of the water use to the City until the achievement date.

5. WH Camarillo 285, LLC may implement corrections to the Smart Controllers and other equipment it has installed with the permission of the District in each instance and the District may demand corrections to the Smart Controllers and other equipment installed.
6. The District will not be liable for any costs related to the Water Conservation Project under this Agreement or for any consequences should the Water Conservation Project fail to achieve the Water Demand Offset Amount.
7. Annual Reporting. Provide the District an annual report of efficiency; at the end of the five years from the Installation Date, should the efficiencies of the Water Conservation Project fall below the Water Demand Offset Amount, then WH Camarillo 285, LLC shall provide funding to the District for supplemental projects approved by the City, District and agreed to by WH Camarillo 285, LLC to make up the shortfall.

If the Development is abandoned or the Fox Canyon GMA groundwater allocation for the development is restored, WH Camarillo 285, LLC may terminate this Agreement provided, however: (a) if a phase has started, they will be obligated to complete that phase, (b) both parties must first agree on an Administration Fee proportional to administration costs incurred until termination.

Hawkeye Investments/Camarillo Village Homes has been working with Williams Communities LLC which will now be taking on the obligations of this project to include the water mitigation plan. Staff has updated the agreement with Camarillo Village Homes to reflect the new agreement with Williams Communities LLC.

FISCAL IMPACT

There is no initial fiscal impact associated with this request however, after the warranties and/or five-year term, it will be the responsibility of the Pleasant Valley Recreation and Park District to maintain equipment and internet connection.

RECOMMENDATION

It is recommended that the Board approve the agreement with Williams Communities LLC to incorporate a Water Conservation Project.

STRATEGIC PLAN COMPLIANCE

Meets the 2021 Strategic Plan Goal and Strategy 1.1: Develop sustainable funding sources for Implementation of the Strategic Plan, Deferred Maintenance, Priority Projects, and On-Going Operations: Utility (L.E.D., Water, Turf Mitigation, Water Mitigation, gas, etc.)

ATTACHMENTS

- 1) Exhibit A – Agreement (23 pages)

WATER CONSERVATION AGREEMENT
BY AND BETWEEN
PLEASANT VALLEY RECREATION AND PARK DISTRICT AND
CAMARILLO VILLAGE HOMES, LLC

This Water Conservation Agreement (“Agreement”) is effective as of February 7, 2018 (“Effective Date”), and is by and between the Pleasant Valley Recreation and Park District (“PVRPD” or “District”) and WH Camarillo 285, LLC to undertake water savings projects, at no expense to the PVRPD, by efforts of WH Camarillo 285, LLC to construct and/or improve water facilities pursuant to plans approved by PVRPD, as outlined herein.

WHEREAS, is WH Camarillo 285, LLC proposing a residential planned development and mixed-use project (“Development”) consisting of approximately 309 residential units and 12,000 square feet of commercial space on 23 acres at the corner of Lewis Road and Pleasant Valley Road in the City of Camarillo (“City”); and

WHEREAS, the City’s approval of the Development, including the conditions for Tract 5969, impose a requirement that the Development offset 100% of its water demand, which the City has currently calculated to be 39.29 acre feet per year (“Water Demand Offset Amount”). The Water Demand Offset Amount may be revised to the extent that the City approves any changes to the scope of the Development, which may decrease or increase the estimated water demand of the Development; and

WHEREAS, WH Camarillo 285, LLC is required to enter into contracts with public or private entities that are existing water customers of the City of Camarillo in order to achieve the Water Demand Offset Amount; and

WHEREAS, PVRPD utilizes an average (based on data from 2011 through 2014) of approximately 230 acre-feet per year (“AFY”) for irrigation of approximately 85 acres of turf in at least 14 park sites within the City’s water service area, according to a report prepared by Climate Smart Irrigation, referenced below (these 14 park sites are collectively referred to as the “Water Conservation Project Parks” or “WCP Parks”). Three of the parks will have two smart controllers installed pursuant to this Agreement; and

WHEREAS, Climate Smart Irrigation has developed an analysis and recommendations for improving water efficiency for PVRPD, dated October 17, 2017 (the “CSI Report”), which is attached as Exhibit A and incorporated by this reference. The CSI Report estimates that turf irrigation can be decreased significantly by utilizing a combination of the following methods at the WCP Parks: (i) replace or upgrade existing auto controllers with weather-based ‘smart technology’ programming features and install master remote control valves and flow sensors on existing mainlines; and (ii) monitor the system, to replace broken equipment, including pipes and sprinklers; and

WHEREAS, WH Camarillo 285, LLC believes that the implementation of the CSI Report recommendations (the “Water Conservation Project”) at conservative projections will result in an estimated water savings to PVRPD of more than the approximate 40 AFY needed as the Water Demand Offset Amount for the Development; and

WHEREAS, WH Camarillo 285, LLC desires to produce water savings that will satisfy the Development’s Water Demand Offset Amount requirement; and

WHEREAS, the parties desire by this Agreement to allow WH Camarillo 285, LLC to contribute goods, services, and financial reimbursements to PVRPD, at no cost to PVRPD, in order to meet the Development's Water Demand Offset Amount.

NOW, THEREFORE, the parties agree as follows:

A. Performance:

1. WH Camarillo 285, LLC will provide funding sufficient to implement the Water Conservation Project in order to achieve the Water Demand Offset Amount for the Development. Achievement of the Water Demand Offset Amount will be determined when water savings at the WCP Parks described below, averaged over a five-year period from the Installation Date (defined below), meet or exceed the Water Demand Offset Amount (such date is referred to as the "Achievement Date"). The parties acknowledge and agree that the Water Demand Offset Amount may be adjusted by City based on City-approved changes to the Development. In such event, City will provide the parties written notice of any such changes and the parties agree to revise the scope of the Water Conservation Project and amend this Agreement to reflect the revised Water Demand Offset Amount. At PVRPD's election, WH Camarillo 285, LLC may contract directly with contractors to implement the Water Conservation Project. For all work in this category, PVRPD in its sole discretion shall determine whether PVRPD will hire outside contractors, or use District staff to perform the work (reimbursement of all labor and materials to occur in either case). WH Camarillo 285, LLC understands that this work may be required to be bid and the payment of prevailing wages. WH Camarillo 285, LLC at its sole cost shall fund 100% of the complete cost of the following two categories of work, including all inspection and engineering services, for the installation of the Water Conservation Project (as described in Subsections (a), (b) and (c) below).
 - a. Installation of smart controllers, including but not limited to master remote control valves and flow sensors on existing main irrigation lines and other associated parts (collectively "Smart Controllers"). PVRPD in its sole discretion shall determine the type(s) and model(s) of Smart Controllers to be used. Said installation shall occur at the WCP Parks in the priority described in the CSI Report (Exhibit A).
 - b. Completion of work at the first seven (7) WCP Parks shall occur within three months following execution and approval of this Agreement and the next seven (7) WCP Parks within six (6) months of execution and approval of this Agreement. Hence, with respect to the three parks which will have two controllers each, WH Camarillo 285, LLC will install both controllers in said parks within the same phase. Failure to meet any of these benchmarks, after notice of breach and opportunity to cure of at least thirty (30) days per Section C(14) below, including reasonable allowances of additional time as approved by PVRPD due to weather conditions or Park scheduled activities or other factors outside the control of WH Camarillo 285, LLC shall result in a monetary penalty of \$250 per day until the work is complete for each applicable group of WCP Parks. The date of

completion of the installation of all required Smart Controllers is referred to as the "Installation Date."

- c. Monitoring and replacement of the Smart Controllers, and broken sprinklers and irrigation lines. WH Camarillo 285, LLC shall implement an inspection and repair program for detection and replacement of any damaged or defective Smart Controllers and broken sprinklers and irrigation lines at the WCP Parks as agreed-upon with PVRPD until the Achievement Date. Alternatively, PVRPD may elect to use its current maintenance monitoring program at the WCP Parks and charge WH Camarillo 285, LLC \$1750 per quarter to offset its program costs until the Achievement Date. In such instance PVRPD will allow WH Camarillo 285, LLC to be informed as to the PVRPD program. The parties will endeavor to avoid duplication of effort. WH Camarillo 285, LLC will also pay PVRPD's costs for the internet service required for the operation of the Smart Controllers from the commencement of such costs through the Achievement Date. PVRPD will invoice WH Camarillo 285, LLC the actual costs of such service quarterly in arrears and WH Camarillo 285, LLC shall pay each invoice within thirty days or interest will begin to accrue at the rate of 6% per year.
2. WH Camarillo 285, LLC shall provide quarterly reporting of the water use for the WCP Parks with systems installed by this Agreement, which reports shall be submitted to the City until the Achievement Date. The parties shall meet annually during the initial five-year period after the Installation Date to account for costs incurred and water savings achieved. Either party may request more frequent meeting or information updates. Both parties shall respond to such reasonable requests within ten (10) business days.
3. WH Camarillo 285, LLC may implement corrections to the Smart Controllers and other equipment it has installed or paid for with the permission of PVRPD in each instance and PVRPD may demand corrections to the Smart Controllers and other equipment installed pursuant to this Agreement when needed and said corrections shall be made within thirty days of PVRPD's request or diligently initiated during said period and pursued continuously until completed.
4. The parties will cooperate in the implementation of the Water Conservation Project with a goal of achieving the Water Demand Offset Amount. Specific plans and schedules for installation of the Water Conservation Project must be approved by PVRPD in advance of WH Camarillo 285, LLC undertaking any work described herein.
5. WH Camarillo 285, LLC will provide insurance, releases, indemnities, bonds and other instruments required by PVRPD of WH Camarillo 285, LLC's independent contractors, as demanded by PVRPD, in advance of WH Camarillo 285, LLC undertaking any of the work described herein. WH Camarillo 285, LLC and/or its contractors shall procure and maintain, at their sole cost and expense, in a form and content satisfactory to PVRPD, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- a. Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers’ Compensation Insurance. A policy of workers’ compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.
- c. Automotive Insurance. A policy of comprehensive automobile liability insurance using Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto) written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.
- d. Employer’s Liability Insurance. A policy of employer’s liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.
- e. Errors and Omissions Liability. A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.
- f. Additional Endorsements. All of the above policies of insurance shall be primary insurance. The general liability policy shall name the PVRPD, its officers, employees and agents (“PVRPD Parties”) as additional insureds and shall waive all rights of subrogation and contribution it may have against the PVRPD and the PVRPD’s Parties and their respective insurers. Moreover, each insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the PVRPD. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to PVRPD’s General Manager. No work or services under this Agreement shall commence until WH Camarillo 285, LLC has provided PVRPD with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by PVRPD.
- g. Subcontractors. Consultant shall include all subcontractors as an additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.

6. WH Camarillo 285, LLC will obtain all required governmental clearances and permits associated with the Water Conservation Project and meet all conditions relating thereto, at no expense to PVRPD.
7. So long as WH Camarillo 285, LLC meets its commitments under this Agreement it shall be the exclusive third-party donor of services and equipment for the Water Conservation Project outlined in the CSI Report. Notwithstanding the forgoing, WH Camarillo 285, LLC agrees that PVRPD is entering into this Agreement to benefit WH Camarillo 285, LLC such that PVRPD will not be liable for any costs related to the Water Conservation Project under this Agreement or for any consequences should the Water Conservation Project fail to achieve the Water Demand Offset Amount. Moreover, WH Camarillo 285, LLC agrees that PVRPD should be made whole if the Water Demand Offset Amount is not met as further described in Section A(10) below.
8. PVRPD will provide access to WH Camarillo 285, LLC prior to initiation of construction of the Water Conservation Project for the purposes of inspections and testing in preparation of the installation of said project. WH Camarillo 285, LLC will execute any right of entry documents which may be required by PVRPD prior to said entry. WH Camarillo 285, LLC will provide at least one business days' notice of a requested entry for inspection purposes.
9. WH Camarillo 285, LLC shall conform the Water Conservation Project at all times to the City's conditions of approval for the Development and the City's Water Conservation Offset Program adopted under Camarillo Municipal Code Chapter 14.12. Notwithstanding the foregoing, WH Camarillo 285, LLC agrees that the Water Conservation Project described herein must be completed to the PVRPD's satisfaction, regardless of State or local drought conditions.
10. Annual Reporting. WH Camarillo 285, LLC shall prepare and provide to PVRPD for its review and approval an annual report evaluating the efficiency of the installations and repairs resulting from this Agreement until the Achievement Date.

At the end of five years from the Installation Date, should the efficiencies of the Water Conservation Project, based on 5-year averaging and taking into account weather and other factors, fall below the Water Demand Offset Amount, then WH Camarillo 285, LLC shall provide funding to PVRPD for supplemental projects approved by the City and PVRPD and agreed to by WH Camarillo 285, LLC to make up the shortfall, which may include: (a) A full water usage analysis on all underperforming WCP Parks, under contract entered into by WH Camarillo 285, LLC, and (b) Payment toward agreed-upon supplemental projects that would be agreed upon by the parties. In no event shall WH Camarillo 285, LLC be required to pay for supplemental projects if the overall efficiency of its installations results in average savings that meet or exceed the Water Demand Offset Amount (as it may be revised by City). In the event of such determination of shortfall, PVRPD may extend this Agreement and the bonding requirements associated with the Agreement until such time as the Achievement Date is met, up to a maximum of ten years from the Installation Date.

11. If the Development is abandoned or the Fox Canyon GMA groundwater pumping allocation for the Development is restored, WH Camarillo 285, LLC may terminate this Agreement; provided, however, (a) once phases are started by WH Camarillo 285, LLC they will be obligated to complete phases started, and (b) WH Camarillo 285, LLC and PVRPD must first agree on an Administration Fee proportional to administration costs incurred up until termination or the time when the water credits are restored. WH Camarillo 285, LLC may apply the credits achieved by this Agreement to the Development or another project to which it assigns water credits.

B. Verification, Guarantees, Indemnification and Releases

1. WH Camarillo 285, LLC shall fully warrant all Smart Controllers (and shall reimburse to PVRPD or otherwise fully cover the cost of any repairs to or replacement of such equipment) for a period of one (1) year from the Installation Date, regardless of whether installed by a contractor or District staff. PVRPD shall also receive a one-year warranty on any contractor workmanship, and any equipment manufacturer warranty shall also belong to/ transfer to PVRPD. District's current intention is to have District staff perform repairs/replacement.
2. WH Camarillo 285, LLC shall hire a consultant to work with PVRPD for provision of quarterly reports on the performance of the systems installed from the Installation Date until the Achievement Date. Said consultant shall work with the District to test the effectiveness of the Water Conservation Project until the Achievement Date. The District shall approve the scope of work and the contract with the selected consultant. If the City does not agree with the results of any report, WH Camarillo 285, LLC shall pay to hire another consultant agreed upon by PVRPD and the City to peer review the report in question. The obligations of this paragraph shall continue until the Achievement Date. WH Camarillo 285, LLC shall provide a copy of each annual report to the City.
3. WH Camarillo 285, LLC shall provide one performance bond and one payment bond, each in the sum of \$100,000, in favor of PVRPD that will remain in effect until the Achievement Date to cover the costs of installations anticipated by this Agreement, in a form acceptable to PVRPD. Said bond shall insure performance and payment of the following:
 - a. Performance of all tasks and conditions of this Agreement.
 - b. Indemnify PVRPD and its officers, agents, and employees ("PVRPD's Parties") from any claims by the City or others arising from or relating to this Agreement including work performed by WH Camarillo 285, LLC or its contractors or subcontractors pursuant to this Agreement. However, this bond amount shall in no way limit the obligations of WH Camarillo 285, LLC to indemnify PVRPD and PVRPD's Parties.
 - c. Provide maintenance and monitoring of the systems involved.
 - d. PVRPD's obligations under this Agreement to undertake alternative water conservation programs and/or projects is limited to those programs and projects that can be undertaken with the remaining bond proceeds or

otherwise funded by WH Camarillo 285, LLC in a manner approved by PVRPD. PVRPD shall have no obligations to assume any obligations under this Agreement, including the use of PVRPD staff time, without reimbursement from WH Camarillo 285, LLC or said bond funds.

4. WH Camarillo 285, LLC and its principals hereby agree to protect, indemnify, defend, release and hold PVRPD and PVRPD's Parties, and each of them, harmless from and against any and all liabilities, claims, expenses, losses, actions, penalties, judgments and awards (including payment of attorney's fees and court costs) which PVRPD and/or PVRPD's Parties may suffer or which may be sought against or recovered from PVRPD and/or PVRPD's Parties as a result of or arising out of or in connection with this Agreement, including the approval of this Agreement or the Water Conservation Project, the untruth or inaccuracy of any representation or warranty made by WH Camarillo 285, LLC in the Agreement or WH Camarillo 285, LLC's failure to perform its obligations under this Agreement, including claims relating to the payment of prevailing wages and claims by the City relating to the obligations or goals hereof and the claims by WH Camarillo 285, LLC or its successors relating to their development goals and expectations, or any act or omission of WH Camarillo 285, LLC or any of its contractors or subcontractors or their respective officers, employees or agents, in connection with the Water Conservation Project. If WH Camarillo 285, LLC fails to do so, PVRPD shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorney's fees or court costs, to and recover the same from WH Camarillo 285, LLC. Such indemnity shall not extend to any loss resulting from the PVRPD's breach of this Agreement or from the PVRPD's negligence or willful misconduct.

C. General Provisions

1. The parties acknowledge and agree that the City of Camarillo is expressly made a third-party beneficiary of this Agreement and the City may, at its sole discretion, enforce the terms of this Agreement against WH Camarillo 285, LLC by all lawful means, and that if the City initiates legal action to enforce the terms of the Agreement, then the prevailing party will be entitled to recover reasonable attorney's fees and costs.
2. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission or email with read receipt, addressed as follows:

If to Pleasant Valley Recreation and Park District:

Attn: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010
motten@pvrrpd.org

With a copy to:

Aleshire & Wynder, LLP
Attn: Tiffany J. Israel, Esq.
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
tisrael@awattorneys.com

If to WH Camarillo 285, LLC:

Attn: Daniel Faina
WH Camarillo 285, LLC
21080 Centre Pointe Parkway
Santa Clarita, CA 91350
dfaina@williamshomes.com

If to City:

Attn: Public Works Director
City of Camarillo
601 Carmen Drive
City of Camarillo, CA 93010

3. **Notice Effective on Mailing or Receipt.** Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent overnight delivery service shall be effective the business day next following thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.
4. **California Environmental Quality Act.** PVRPD acknowledges that the California Environmental Quality Act (CEQA) may require PVRPD to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. PVRPD acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. WH Camarillo 285, LLC waives any claims against PVRPD regarding delays, modifications or abandonment of this project, as the project is set forth specifically in this Agreement, due to any inability to meet CEQA requirements. Moreover, WH Camarillo 285, LLC shall pay all costs incurred by PVRPD (including costs for staff time and third-party consultants) to ensure that the work undertaken pursuant to this Agreement is in compliance with CEQA.
5. **Subcontracting; Assignment.** Neither party shall assign its rights, duties, or privileges under this Agreement, nor may a party attempt to confer any of its rights, duties, or privileges under this Agreement (including that of sublease) on any third party, without the written consent of either party.
6. **Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

7. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this agreement and PVRPD, this Agreement shall have control. This agreement may be amended or modified only by a written instrument executed by the persons authorized to bind the parties.
8. **California Law.** This Agreement shall be governed by and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this agreement shall be maintained in Ventura County, California.
9. **Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained or any subsequent breach of the same or any other term, covenant condition herein contained.
10. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
11. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.
12. **Severability.** Should any provision in this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal, and enforceable.
13. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached referred to herein are incorporated herein by reference.
14. **Termination, Mediation, Cure.** Either Party may terminate this Agreement for a material breach of this Agreement (in addition to other specific grounds for termination specifically provided for herein), upon 30 days' notice (including notice to the City) and, if appropriate, an additional reasonable opportunity to cure said alleged breach. Prior to termination or prior to litigation for a claim of damages, each party agrees to participate in a mediation, to be held before a licensed mediator in Ventura County within fourteen (14) days of notice. Failure to participate in mediation in good faith, as determined in the sole discretion of the mediator shall preclude an award of attorneys' fees, which are otherwise recoverable from the prevailing party in the event of an arbitration or litigation.
15. **Authority to Enter Agreement.** Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

16. **Cooperation; Further Acts.** The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
17. **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one party against the other party in connection with this Agreement, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees. This Section shall survive the termination or expiration of this Agreement.
18. **Term.** This Agreement shall be effective upon approval by the District and shall have a term that extends until the Achievement Date of the Water Demand Offset Amount. This Agreement shall be effective the date first written above.

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By: _____
Mary Otten, General Manager

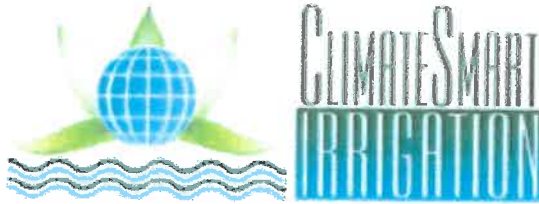
ATTEST:

WP CAMARILLO 285, LLC
a California limited liability company

By: _____
Williams Communities, LLC
a California limited liability company
its Managing Member

By: _____
Daniel Faina, Its Southern California
Division President

EXHIBIT A
Climate Smart Irrigation Report



1169 Bluejay Street
Aptos, CA 95026
www.climatesmartirrigation.com
Climate Smart Irrigation
APR 2017

October 17, 2017

Brandon Mann
President
Hawkeye Investments II LLC

Dear Brandon

This report provides an analysis and recommendations for improving water efficiency for the Pleasant Valley Recreation and Park District, Camarillo, California, irrigation systems. This study finds that by installing a weather-based irrigation control system the City can save about 28%, or, 64.1 Acre/ft, in the first year of operation when compared to the prior 10-year average.

It is important to note that these estimates do not take into account how much additional water, if any, might be conserved by mitigating pipeline breaks. The savings that this feature provides can be significant.

The following analysis consists of the theoretical foundation for optimal irrigation water delivery based on sound principles of water-use efficiency; a concise review of the methodology utilized in this study; the results; steps we have taken thus far; and the next steps. In addition, this analysis includes historical water use data, theoretical water use data and an explanation and illustration of the projected water savings if the listed recommendations are implemented.

The summary of the *Comments on the Water Mitigation Plan* of the Camarillo Department of Public Works: Water Division, is included at the end of this report.

Finally, this report concludes that, if the recommended steps are implemented, then the required savings in irrigation water can be achieved to all agents' satisfaction.

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Table of Contents

Theoretical Foundation	3
Equivalent Measurements	3
Methodology	4
Results	5
Steps Taken	8
Next Steps	8
Anomalies	12
Conclusion and Recommendations	12
Table 1 Comparison of 10-year average to Irrigation Need	6
Table 2 Irrigation Need for 7 Largest Areas for 2016	7
Table 3 Fundamental Components	9
Table 4 Priority for Installation	11
Table 5 Estimated Time to Install Components	12
Figure 1 Comparison of 10-year average for each site v theoretical IN for 2016	5
Figure 2 Comparison of 7 Largest Sites	7
Figure 3 Placement of components	10
Equation 1 Irrigation Need	3
Equation 2 Extension of Irrigation Need	3

Theoretical Foundation

This theoretical analysis can only be made manifest if the irrigation systems are efficient and whole, and, the installation, operation and maintenance of the system is professionally managed. This analysis assumes perfect, 100%, irrigation uniformity.

The fundamental equation to calculate the "irrigation need" of each sites, and the aggregate is:

$$\text{Irrigation Need} \left(\frac{\text{mm}}{\text{year}} \right) = \sum_{1}^{12} (E'c/Ea) * (ai) \text{ where}$$

Equation 1 Irrigation Need

IN=Irrigation Need (inches/ha/month)

$E'c = (E'c * Kc) - Pe$

$E'c$ =potential evapotranspiration (inches/month)

Kc = Crop coefficient (percent/month)

Pe = Effective precipitation (mm/month)

Ea = Irrigation efficiency (decimal)

ai =area irrigated

This study does not include an analysis of the uniformity or efficiency of the irrigation systems. Therefore, the results of this study represent only the volumetric savings potential of the weather-based irrigation controllers when efficiency is at 1.00. In other words, the irrigation need for each site is solely determined by climate data and crop coefficients, or:

$$\text{Irrigation Need} \left(\frac{\text{mm}}{\text{year}} \right) = \sum_{1}^{12} (E'c) * ai$$

Equation 2 Extension of Irrigation Need

Equivalent Measurements

The output of the IN formula, based on 2016 CIMIS climate data for Camarillo, California indicates an average of 1.98 Af/Acre, which is 0.7 Af/Acre less than the 10 year average figure.

23.46 inches is equivalent to 147,156,134 cubic inches (6,272,640 square inches in 1 acre).

147,156,134 cubic inches is equivalent to 1.96 acre feet.

<http://www.convertunits.com/from/cubic+inches/to/acre+foot>

Methodology

The concept of a weather-based irrigation controller is based on using daily weather data to determine the volume of water each irrigated zone (valve) needs. This is accomplished by using a reliable and valid empirical formula to determine, first, how much water was evaporated from the soil and transpired from the plants. This concept is called "evapotranspiration" (ET). ET is measured in inches of water.

Then we input two important variables into the memory of the controller: first, the crop coefficient (Kc) for each zone. This tells the controller what type of plant each zone is watering and provides us with the plants' water needs; and second, the sprinkler type, which tells how many inches of water the sprinkler, in each zone, emits per hour.

These data, when inputted into our irrigation formula, provide the optimal amount of water each day, for each zone. The volume of water is discounted for precipitation. The irrigation schedule takes into account soil types and slopes. Varied soils and slopes are not variables of irrigation need. Soils and slopes determine the frequency of irrigation only.

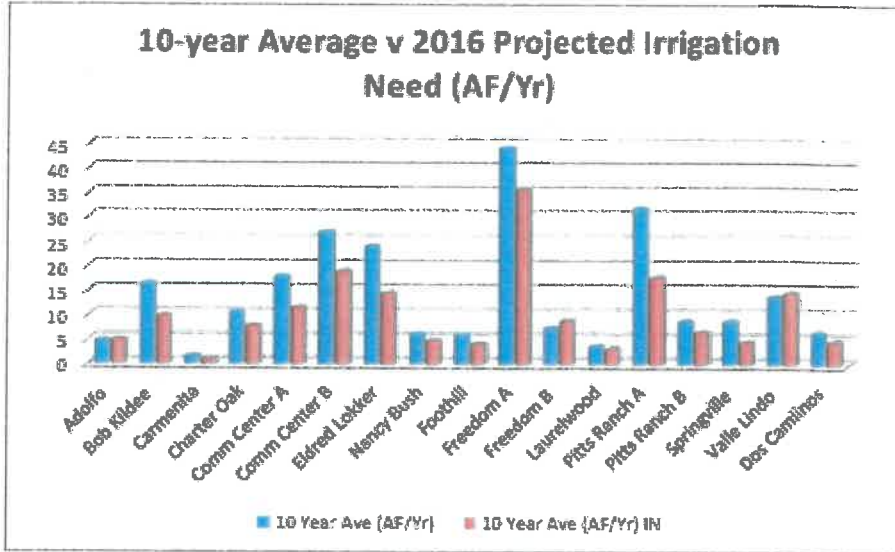
For the purposes of this report, I calculated the ET rates for 2016 by using climate data provided by the Camarillo station of the California Irrigation Management Information System (CIMIS) and determined, if each site in the District had used a weather-based irrigation controller, properly programmed, throughout the year, the difference in volume of irrigation in 2016, when compared to the mean average of the previous 10-years, would have been -64.1 Acre/Feet.

Data for the previous ten-year average for each site were provided by JDS Civil Engineering and verified by the Pleasant Valley Park and Recreation District except for Dos Caminos Park, whose data were only available for the past three year period. I extrapolated the ten-year average for Dos Caminos and added that calculated number to the total. Dos Caminos represents, approximately, 3% of the total.

Results

Figure 1 illustrates the 10 year average for each site in the District (in blue bars) and the irrigation water that would have been applied in 2016 (in red bars) had the District used the weather based irrigation controller.

Figure 1 Comparison of 10-year average for each site v theoretical IR for 2016



The data in the table below illustrated the total irrigated area for each site, the 10-year average in Acre/Feet/Year, the 10 year average in Acre/feet/Acre/Year, the crop coefficient *i* inputted, the theoretical irrigation need (IN) based on climate inputs, and the changes from the 10 year average to the IN for 2016; by volume by percent.

Table 1 compares the 10-year average to the IN for 2016 and illustrates that the difference between the 10 year average and the 2016 IN is 64.1 Acre/Feet/Year, or 28%.

Table 1 Comparison of 10-year average to Irrigation Need

Site	Irrigated Turf (Acres)	10 Year Ave (AF/Yr)	10 Year Ave (AF/Ac/Yr)	Kc (pct)	IN (AF per Site)	Change in 10 Year Ave v Theoretical IN pct	Change in 10 Year Ave v Theoretical IN A/F
Adolfo	2.5	4.7	1.9	0.6	5.0	5%	0.3
Bob Kildee	5	16.4	3.3	0.6	9.9	-40%	-6.5
Carmenita	0.4	1.5	3.8	0.6	0.8	-47%	-0.7
Charter Oak	3.9	10.5	2.7	0.6	7.7	-26%	-2.8
Comm Center A	5.8	17.8	3.1	0.6	11.5	-35%	-6.3
Comm Center B	9.5	27	2.8	0.6	18.8	-30%	-8.2
Eldred Lokker	7.3	24	3.3	0.6	14.5	-40%	-9.5
Nancy Bush	2.4	6.1	2.5	0.6	4.8	-22%	-1.3
Foothill	2.1	5.9	2.8	0.6	4.2	-30%	-1.7
Freedom A	18	44.2	2.5	0.6	35.6	-19%	-8.6
Freedom B	4.5	7.3	1.6	0.6	8.9	22%	1.6
Laurelwood	1.6	3.7	2.3	0.6	3.2	-14%	-0.5
Pitts Ranch A	8.9	31.8	3.6	0.6	17.6	-45%	-14.2
Pitts Ranch B	3.3	8.8	2.7	0.6	6.5	-26%	-2.3
Springville	2.3	8.8	3.8	0.6	4.6	-48%	-4.2
Valle Lindo	7.4	13.7	1.9	0.6	14.7	7%	1.0
Dos Caminos	3.5	6.55	1.9	0.6	6.9	6%	0.4
TOTAL	84.9	232.2	2.68	0.6	168.1	-28%	-64.1

The irrigation consumption comparison for the seven largest irrigated areas was of interest to the park administrators. Below are the graphs and tables with those data.

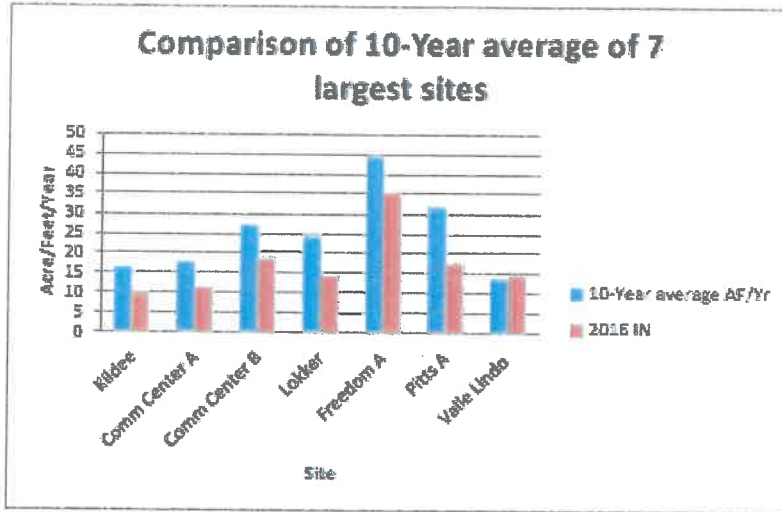


Figure 2 Comparison of 7 Largest Sites

Table 2 compares the 10 year average to the IN for 2016 for the seven largest irrigated areas and illustrates that the difference between the 10 year average and the 2016 IN is 52.3 Acres/Feet/Year, or 30%

Table 2 Irrigation Need for 7 Largest Areas for 2016

Site	Irrigated Turf	10-Year average Af/Yr	2016 IN	Change from 2016 IN to Average volume	Change from 2016 IN to Average percent
Kildee	5	16.4	9.9	6.5	-40%
Comm Center A	5.8	17.8	11.49	6.31	-35%
Comm Center B	9.5	27	18.82	8.18	-30%
Lokker	7.3	24	14.46	9.54	-40%
Freedom A	18	44.2	35.65	8.55	-19%
Pitts A	8.9	31.8	17.63	14.17	-45%
Valle Lindo	7.4	13.7	14.66	-0.96	7%
TOTAL	61.9	174.9	122.61	52.29	-30%

Steps Taken

This is a brief outline of the steps we have taken to date and our plan for the next phase for improving water use efficiency for the Pleasant Valley Recreation and Park District, Camarillo, California irrigation systems.

- We have successfully uncovered and identified the mainline pipe sizes at every point of connection in each park.
- We have determined where we will install the master valves and flow meters and the manner in which these components will be connected to the irrigation controllers.
- We have arranged for local distributors to provide quotations for the major components.
- We have provided estimates for labor costs to install all components.
- Finally, we accomplished all this in a timely fashion with no disruption to the operations of the parks and with no aesthetic or cosmetic damage to any of the sites.

Next Steps

We now await the authorization of the City to approve the next phase and are prepared to conduct the installation of that phase in a similar, timely, fashion. The next steps we plan to take are:

- To assemble the components for each point-of-connection and assign responsibilities to all installation team members.
- To uncover the mainlines again and cut into them to install the master valves and flow meters.
- To trench communication wire from the master valves and flow meters back to the controllers in approximately 9 of the controller sites.
- To connect the communication wires from the master valves and flow meters to the controller via extant field valve wires in approximately 7 of the controller sites.
- To make all the connections at the point of the controllers and then re-program each controller in the "smart" mode.
- To make the controller programming available on-line to agreed-upon agents.
- To determine the frequency with which assigned agents will monitor and evaluate performance of the controllers and develop regularly timed reports.

ca

The fundamental components required for the parks is summarized below:

Table 3 Fundamental Components

Fundamental Parts Required for Retrofit			
ITEM	MODEL	NOTE	REQUIRE
Badger Meter M5000 Battery Powered Mag Flow Meter	M50-HR- 020-F15-S- AC-RM-015- BAT-XX	XX: Line Size	Required at all sites
Weathermatic Brass Valve	8200CR-XXD Brass Electric	XX: Line Size	Required at all sites
Rainmaster Connection for flow meter and master valve	Wire Ride	One model for all line sizes	Required at 7 Sites

The flow sensor reads flow in gallons per minute and transmits those data to the controller in real time. The controller software integrates those data and provides volumetric reports for any time frame required. The programmer will also set thresholds for minimum and maximum estimated flows for each zone. Should "high flow" (excessive of maximum threshold) be reached, the master valve will close, mitigating potential damage, and the controller will report the break to the operator. Should the pipe break be isolated to a particular zone, the valve controlling that zone will close and the same signal transmitted to the operator.

In order to optimize the utility of the controllers, and, to retrieve, analyze and compare water consumption, it will be necessary to ensure that there is a *master valve* and *flow sensor* installed at each site. Ideally, the master valve and flow sensor should be located near the controller for ease and reduced cost of installation. Below is an illustration of what the controller set-up would be if all components were installed locally.

FLOW SENSOR PLACEMENT



Figure 3 Placement of components

Figure 3 illustrates the placement of a master valve and flow sensor, which is required at each point of connection. In other words, these components need to be installed to each controller. In the diagram above, the controller is a Weathermatic unit but, in the case of Pleasant Valley, we will use the extant Rainmaster controllers and connect them to the components in the same manner.

If it is necessary to remotely install the flow sensors and master valves, additional hardware will need to be procured. Until the "action steps" detailed below are undertaken, it is not possible to predict if, and how many, of the remote components will be needed.

The flow sensor reads flow in gallons per minute and transmits that data to the controller in real time. The controller software integrates those data and provides volumetric reports for any time frame required. The programmer will also set thresholds for minimum and maximum estimated flows for each zone. Should "high flow" (excessive of maximum threshold) be reached, the master valve will close, mitigating potential damage, and the controller will report the break to the operator. Should the pipe break be isolated to a particular zone, the valve controlling that zone will close and the same signal transmitted to the operator.

The recommended of installation of the fundamental components is illustrated below, based upon the greatest, immediate return in water conservation.

Table 4 Priority for Installation

Site	Change in 10 Year Average v Theoretical (IN AF)
Pitts Ranch A	-14.2
Eldred Lokker	-9.5
Freedom A	-8.6
Community Center B	-8.2
Bob Kildee	-6.5
Community Center A	-6.3
Springville	-4.2
Charter Oak	-2.8
Pitts Ranch B	-2.3
Arceill Ranch	-2.3
Foothill	-1.7
Nancy Bush	-1.3
Carmenita	-0.7
Laurelwood	-0.5
Adolfo	+0.3
Valle Lindo	+1.0
Freedom B	+1.6

The table below illustrates the time to complete each park, the size of the flow meters and master valves and whether we will be using a WirePath unit. The WirePath is a component that obviates the need to trench. The decision to use WirePath units at the indicated parks was based on cost benefit and potential damage assessments projected to hardscape or landscapes at those sites.

It is important to note that we are not replacing any existing controllers. The Rainmaster controllers are smart-ready and will be programmed in the smart mode after the installation of all components is complete.

Table 5 Estimated Time to Install Components

PARK	EST TIME TO COMPLETE IN DAYS	FLOW METER	MASTER VALVE	WIRE PATH
Springville Dog Park	2.5	2.5"	2.5"	YES
Springville Tennis	2	1.5"	1.5"	NO
Nancy Bush	1	2"	2"	NO
Valley Lindo	1	2"	2"	YES
Community Center	3	3"	3"	YES
Laurelwood	1	2"	2"	NO
Arneill Ranch	1.5	3"	3"	YES
Bob Kildee	2	3"	3"	YES
Adolfo	3	2"	2"	NO
Pitts Ranch	3	3"	3"	NO
Dos Caminos	1	2"	2"	NO
Charter Oak	1	2"	2"	YES
Foothill	1	2"	2"	NO
Loikka	2.5	3"	3"	YES
Carmenita	1	2"	2"	NO
Freedom Park	1.5	2"	2"	YES

Anomalies

There are a couple of anomalies. It appears that three parks: Adolfo; Valle Lindo; and Freedom B would see an increase in water use when this program is implemented. It is my assessment that these parks are currently deficit irrigated. That is to say, they are under-watered. The average irrigation use for the park system is 2.68 AF/Ac/Yr. These three parks received: 2; 1.85; and 1.6 AF/Ac/Yr., respectively, for the past ten years. No other park received less than 2.4 AF/Ac/Yr. It is my recommendation to include these parks in the program because the overall purpose of the program is to apply "optimal" water for each park. Deriving empirically-based irrigation use is the objective.

Conclusion and Recommendations

The objective of this study was to examine if the implementation of a weather-based irrigation controller, properly programmed and managed, could reduce irrigation consumption at 17 sites in the Pleasant Valley Recreation and Park District.

This report shows evidence that the 10-year average was 28% and 64.1 Af higher than the 2016 irrigation need when calculated by reliable and valid climate data. Further, the irrigation volumes for the largest parks were significantly and negatively changed when the 2016 projection was compared.

In conclusion, the implementation of the proposal of this study provides an effective tool to realize the objectives of the stakeholders.

Respectfully submitted,

Michael Davidson

Michael Davidson, President

Davidson Consultants

**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: July 7, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 683 FOR FISCAL YEAR 2021-2022 BUDGETS FOR
THE GENERAL FUND, THE ASSESSMENT DISTRICT
AND QUIMBY FEE FUND**

SUMMARY

Every year a public hearing is held to adopt the proposed Fiscal Year budget for the General Fund, Assessment District and Quimby Fee budgets. The hearing is required before the District can adopt a resolution to adopt the Fiscal Year budget 2021-2022. Staff is requesting that the Board adopt the FY 2021-2022 General Fund, Assessment District and Quimby Fee budgets for the Pleasant Valley Recreation and Park District.

BACKGROUND

On April 24th and May 12th, 2021, Pleasant Valley Recreation and Park District held public workshops for the proposed Fiscal Year 2021-2022 budgets. The fiscal year budgets being presented to the Board reflects \$28,066 in revenue over expenses for the General Fund with revenue at \$8,331,104 and expenses at \$8,303,038 and capital improvement projects of \$693,880. The Assessment District shows revenue over expenses of \$60,308 with revenue at \$1,209,804 and expenses at \$1,149,496. The Quimby Funds have limited revenue of \$35,013 and does not budget for Park Dedication Fees as those are not guaranteed revenue. The Quimby Funds do show a capital improvement project totaling \$1,400,000 for the fiscal year. The public received notice of these workshops through the posting of agendas.

At the end of the workshops, the proposed budgets were presented and approved by the Board at the June 2, 2021 Board Meeting as required by Public Resources Code 5788. Also, per Public Resources Code 5785.1(b), the notice of a public hearing was posted on June 18, 2021 in the *Camarillo Acorn*. The notice served to announce the public hearing on the adoption of the final budget at the July 7th meeting. The Board has until August 30, 2021 to adopt a final budget as required by Public Resource Code 5788.5.

The proposed operating budgets for FY 2021-2022 strive to continue to move the Pleasant Valley Recreation and Park District along the path of fiscal sustainability, including but not limited to recovery from the COVID-19 pandemic which began in March 2020 and is still ongoing, yet not as restrictive.

In March 2020, the COVID-19 crisis was declared in Ventura County, which had a large impact on District finances. The District was forced to cancel classes, programs, and events which in turn effected the revenues the District brought in for the remainder of FY19-20. In FY20-21 the District's classes, programming and events continued to be closed due to COVID-19 or were

opened with limitation dependent on the “Tier” (the measurement of COVID-19 spread). The County of Ventura has slowly moved toward less restrictive “Tiers” and as of June 15th is now in a “fully opened” status. Keeping in mind we were still in a pandemic when this budget was built, staff reviewed prior years revenue earnings and used 75% of those revenue numbers for FY21-22 revenue. The budget will be brought back to the Board at mid-year and adjustments can be made to both revenue and expenses if needed.

Between the June 2nd Board meeting and the June 15th Finance Committee meeting, staff identified an expense (a Fee Schedule Study) that was not in the FY21-22 budget. Currently there is a balance of \$16,397 in the Reserve Bucket – Special Projects. Staff contacted the District’s auditor Moss, Levy, Hartzheim partner, Travis Hole and asked for guidance on how to show the cash and the expense in the FY21-22 Budget. It was with Travis’s guidance, the account Surplus Carryover (revenue account #5591) and Fee Schedule (expense account #6727) was created. Each of these accounts have a budget of \$16,397 in them, therefore there is no change in the revenue over expenses for the General Fund (Fund 10)

A central component of this budget is to develop a balanced spending plan that factors in salary and benefit expenses, identifying essential service needs, technological demands, changing legislation and regulations, and infrastructure maintenance issues. The General Fund budget as presented is balanced with an excess of \$28,066 in the general fund. The introduction of the preliminary budgets as well as the workshops has allowed the Board and the public an opportunity to review and provide additional comments before adoption of the budgets on July 7,2021.

The Assessment District budget is balanced at \$1,209,804 in revenue with \$1,118,687 in personnel and services and supplies. This equates to revenue exceeding expense by a total of \$60,308.

The Quimby Fees Funds has a revenue budget of \$35,013 for interest earnings and an expense budget of \$1,400,000 for capital improvement projects.

ANALYSIS

The analysis is comparative with the approved FY 2020-2021 Operating Budget for General Fund-Fund 10, Assessment District - Fund 20 and Quimby Fees – Fund 30.

FUND 10

General Fund Revenue has an overall increase from prior year of \$966,871. Major changes to the Revenue are:

Revenue – Fund 10

Account Name	Action	Amount of Change from Prior Year
Property Tax Apportionment	Increase	\$820,051
Public Fees	Increase	\$224,121
Rental	Increase	\$160,512
Hill Fire 2018	Decrease	\$219,884
ROPS	Decrease	\$188,000

General Fund Personnel has an overall increase from prior year of \$577,716. Major changes to Personnel are:

Personnel – Fund 10

Account Name	Action	Amount of Change from Prior Year
Part-Time Salaries	Increase	\$247,009
Full-Time Salaries	Increase	\$138,870
PERS Unfunded Liability	Increase	\$ 82,905
Unemployment Insurance	Decrease	\$ 13,400

The Changes to Personnel are:

- Fill Grounds I
- Fill Grounds II
- Reclass Recreation Coordinator to Development Analyst
- Increase Recreation Specialist (Part-Time Year-Round) to Recreation Specialist (Full-Time)

General Fund Services and Supplies has an overall increase from prior year of \$368,457. Major changes to Services and Supplies are:

Services and Supplies – Fund 10

Account Name	Action	Amount of Change from Prior Year
Appropriations Redevelopment / Collection Fees	Increase	\$63,878
Professional Services	Increase	\$60,000
Reserve – Dry Period	Increase	\$36,645
Utilities – Water	Increase	\$34,626
Reserve-Repair/Oper/Admin	Decrease	\$85,000

General Fund Capital Improvement Projects (CIP) has an overall increase from prior year of \$554,570. The Capital Improvement Projects for FY2021-2022 are:

Capital Improvement Projects – Fund 10

Project Name	Budgeted Cost
Mission Oaks Parking Lot Patch/Slurry	\$100,000
Springville Lower Parking Lot Patch/Slurry	\$ 80,000
Motor Fleet – Replace One Vehicle	\$ 35,000
Conference Room HVAC	\$ 15,000
Tennis Courts LED Lighting – Mission Oaks, Bob Kildee and Valle Lindo	\$140,000
Pool Vacuum	\$ 6,000
ECAA Loan (Lighting Projects)	\$190,000
Senior Center Carpet	\$ 15,000
Senior Center Upgrade to Sound Board	\$ 15,000
Bingo Console Replacement	\$ 15,000
American with Disabilities Act Transition Plan	\$ 82,880

The below listed projects are carry-over Capital Improvement Project from FY20-21 and will continue into the FY21-22 budget.

Project Name	Budget	Amount Expensed FY20-21	Balance Available
Inflatable System (Recreation)	\$5,500	\$0	\$5,500
Vehicle Replacement (Parks Truck)	\$30,000	\$0	\$30,000

FUND 20

Type	FY20-21	FY21-22	Budget Change
Revenue	\$1,185,457	\$1,209,804	\$24,347
Personnel	\$26,751	\$30,809	\$4,058
Services and Supplies	\$1,152,912	\$1,118,687	(\$34,225)
Over/(Under) Revenue	(\$5,794)	(\$60,308)	(\$54,514)

Fund 20 - Assessment District

The analysis for Fund 20 (Assessment District) is as follows:

- No changes from April 24th Budget Workshop or May 12th Budget Wrap-Up
- Balanced budget with an excess of \$60,308
- Revenue has increased \$24,347 due to 2.25% increase in Assessment Tax

- Personnel has increased \$4,058
- Services and Supplies has decreased \$34,225 due to a one-time reduction in the Contract Landscaping Services Contract

FUND 30

Fund 30 – Quimby Fees

Fund 30 (Quimby Fees) is a fee that is 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 Park In-Lieu Fees but does budget for interest earnings. The District budgeted \$35,013 in interest earnings, taking into consideration the balances that are in the Ventura County Pool and Pacific Western Bank.

The following project is planned for FY 2021-2022 and the project will be paid with Quimby Funds:

Project Name	Budgeted Cost
Pickleball Sports Complex	\$1,400,000

The below listed projects are carry-over Quimby projects from FY20-21 and will continue into the FY21-22 budget.

Project Name	Budget	Amount Expensed FY20-21	Balance Available
Community Center Kitchen	\$250,000	\$19,907	\$230,093
Arneill Ranch Renovation	\$1,100,000	\$93,037	\$1,006,963

FISCAL IMPACT

There is one change made to revenue and one change made to expenses both for \$16,397. The revenue is a Surplus Carry Over and the expense is Fee Schedule. These two items did not change the “bottom line” of the budget that was presented at the June 2, 2021 Board meeting, therefore the revenue exceeding expenses is still \$28,066.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 683 to adopt the Fiscal Year 2021-2022 Budgets.

ATTACHMENT

- 1) FY 2021-2022 Budgets Summary Sheets
 - a. Fund 10 (3 pages)
 - b. Recreation Department (1 page)
 - c. Department 000 (1 page)
 - d. Department 301 (1 page)
 - e. Department 310 (1 page)
 - f. Department 320 (1 page)
 - g. Department 370 (1 page)
 - h. Department 410 (2 pages)
 - i. Department 503 (1 page)
 - j. Department 505 (1 page)
 - k. Department 520 (1 page)
 - l. Fund 20 Assessment District (1 page)
 - m. Fund 30 Park Dedication Fees (1 page)
- 2) Resolution No. 683 (1 page)

**Pleasant Valley Recreation & Park District
FY2021-2022 Budget**

Fund 10

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5110	Tax Apport - Cur Year Secured	\$ (6,646,617.87)	\$ (6,481,869.00)	\$ (7,112,192.00)	\$ (7,301,920.00)	\$ (7,301,920.00)	\$ (7,301,920.00)
5120	Tax Apport - Cur Year Unsec	\$ (119,602.19)	\$ -	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport - Prior Year Sec	\$ (59,155.18)	\$ -	\$ -	\$ -	\$ -	\$ -
5140	Tax Apport - Prior Year Unsec	\$ (6,461.99)	\$ -	\$ -	\$ -	\$ -	\$ -
5150	Tax Deeded Sales	\$ (902.59)	\$ -	\$ -	\$ -	\$ -	\$ -
5210	Cur Supplemental Pass Thru	\$ (101,107.97)	\$ -	\$ -	\$ -	\$ -	\$ -
5230	HOPTR	\$ (45,412.27)	\$ -	\$ -	\$ -	\$ -	\$ -
5240	Supplemental Assessment Roll	\$ (103.08)	\$ -	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ (88,902.77)	\$ (20,635.00)	\$ (14,928.00)	\$ (14,928.00)	\$ (14,928.00)	\$ (14,928.00)
5320	MBS Interest Earnings	\$ 533.67	\$ -	\$ -	\$ -	\$ -	\$ -
5460	Dividends - CAPRI Prior Years	\$ (11,709.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5465	Hill Fire 2018	\$ (149,919.63)	\$ (219,884.00)	\$ -	\$ -	\$ -	\$ -
5506	Park Patrol Citations	\$ (3,842.95)	\$ (1,900.00)	\$ (2,200.00)	\$ (2,200.00)	\$ (2,200.00)	\$ (2,200.00)
5510	Contract Classes-Public Fees	\$ (143,251.67)	\$ (41,698.00)	\$ (68,380.00)	\$ (68,380.00)	\$ (68,380.00)	\$ (68,380.00)
5511	Public Fees	\$ (230,780.35)	\$ (20,000.00)	\$ (244,121.00)	\$ (244,121.00)	\$ (244,121.00)	\$ (244,121.00)
5520	Public Fees-Entry Fees	\$ (28,076.76)	\$ (2,000.00)	\$ (25,840.00)	\$ (25,840.00)	\$ (25,840.00)	\$ (25,840.00)
5525	Vending Concessions	\$ (2,525.50)	\$ -	\$ (2,500.00)	\$ (2,500.00)	\$ (2,500.00)	\$ (2,500.00)
5530	Rental	\$ (319,257.10)	\$ (100,900.00)	\$ (261,412.00)	\$ (261,412.00)	\$ (261,412.00)	\$ (261,412.00)
5535	Cell Tower Revenue	\$ (94,725.79)	\$ (91,704.00)	\$ (91,704.00)	\$ (91,704.00)	\$ (91,704.00)	\$ (91,704.00)
5540	Parking Fees	\$ (9,455.71)	\$ (6,261.00)	\$ (7,012.00)	\$ (7,012.00)	\$ (7,012.00)	\$ (7,012.00)
5550	Dues	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -
5555	Activity Guide Revenue	\$ (25,010.00)	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)
5558	Sponsorships/Donations	\$ (4,950.00)	\$ -	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)
5563	Staffing Cost Recovery	\$ (21,966.06)	\$ (7,500.00)	\$ (29,110.00)	\$ (29,110.00)	\$ (29,110.00)	\$ (29,110.00)
5564	Special Event Permits	\$ (403.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5565	Gain/(Loss) LAIF Investments	\$ 11,561.08	\$ -	\$ -	\$ -	\$ -	\$ -
5566	Security Services Recovery	\$ (2,250.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5570	Contributions	\$ (94,777.00)	\$ (36,000.00)	\$ (72,000.00)	\$ (72,000.00)	\$ (72,000.00)	\$ (72,000.00)
5573	Grants	\$ (3,024.65)	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (65,285.52)	\$ (20,082.00)	\$ (54,880.00)	\$ (54,880.00)	\$ (54,880.00)	\$ (54,880.00)
5576	Credit Card Processing Fee	\$ (726.03)	\$ -	\$ -	\$ -	\$ -	\$ -
5580	Cash Over/Under	\$ (146.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5585	Incentive Income	\$ (2,958.60)	\$ (800.00)	\$ (2,700.00)	\$ (2,700.00)	\$ (2,700.00)	\$ (2,700.00)
5590	CARES ACT Reimb SUI	\$ (8,978.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5591	Surplus Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (16,397.00)
5600	Reimbursement - ROPS	\$ (309,187.20)	\$ (313,000.00)	\$ (125,000.00)	\$ (125,000.00)	\$ (125,000.00)	\$ (125,000.00)
5605	Reimb-Needs Assessment/LPA	\$ (75,482.17)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (8,664,809.85)	\$ (7,364,233.00)	\$ (8,124,979.00)	\$ (8,314,707.00)	\$ (8,314,707.00)	\$ (8,331,104.00)
Personnel							
6100	Full Time Salaries	\$ 2,343,327.06	\$ 2,331,694.00	\$ 2,351,188.00	\$ 2,454,232.00	\$ 2,470,564.00	\$ 2,470,564.00
6101	Overtime Salaries	\$ 25,536.88	\$ 15,490.00	\$ 23,594.00	\$ 23,594.00	\$ 23,594.00	\$ 23,594.00
6105	Car Allowance	\$ 10,799.62	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00
6108	Cell Phone Allowance	\$ 16,563.00	\$ 14,610.00	\$ 13,560.00	\$ 14,640.00	\$ 15,420.00	\$ 15,420.00
6110	Part-Time Salaries	\$ 417,890.34	\$ 232,516.00	\$ 479,525.00	\$ 479,525.00	\$ 479,525.00	\$ 479,525.00
6120	Retirement	\$ 384,984.81	\$ 404,671.00	\$ 410,040.00	\$ 428,554.00	\$ 431,068.00	\$ 431,068.00
6121	457 Pension	\$ 6,870.68	\$ 7,445.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
6125	Deferred Compensation	\$ -	\$ 4,615.00	\$ 4,752.00	\$ 4,752.00	\$ 4,752.00	\$ 4,752.00
6130	Employee Insurance	\$ 239,112.65	\$ 303,622.00	\$ 313,242.00	\$ 336,993.00	\$ 337,929.00	\$ 337,929.00
6131	Med Ins.- Board/Retirees	\$ (264.30)	\$ -	\$ -	\$ -	\$ -	\$ -
6140	Workers Compensation	\$ 177,907.82	\$ 141,014.00	\$ 175,468.00	\$ 187,751.00	\$ 186,560.00	\$ 186,560.00
6150	Unemployment Insurance	\$ 9,611.00	\$ 53,400.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
6160	Loan - Pension Obligation	\$ 11,848.86	\$ 256,742.00	\$ 264,218.00	\$ 264,218.00	\$ 264,218.00	\$ 264,218.00
6161	OPEB Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6170	PERS Unfunded Liability	\$ 349,318.00	\$ 434,065.00	\$ 516,970.00	\$ 516,970.00	\$ 516,970.00	\$ 516,970.00
Personnel		\$ 3,993,506.42	\$ 4,210,684.00	\$ 4,610,357.00	\$ 4,769,029.00	\$ 4,788,400.00	\$ 4,788,400.00
Services and Supplies							
6210	Telephone/Internet	\$ 18,170.82	\$ 16,596.00	\$ 21,008.00	\$ 21,008.00	\$ 21,008.00	\$ 21,008.00
6220	Internet Services	\$ 35,879.07	\$ 27,135.00	\$ 36,862.00	\$ 36,862.00	\$ 36,862.00	\$ 36,862.00
6230	IT Infrastructure	\$ 1,068.20	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6240	Computer Hardware/Software	\$ 12,096.85	\$ 10,040.00	\$ 12,050.00	\$ 12,050.00	\$ 12,050.00	\$ 12,050.00
6310	Pool Chemicals	\$ 2,902.82	\$ 7,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00
6320	Janitorial Supplies	\$ 31,568.10	\$ 52,400.00	\$ 48,408.00	\$ 48,408.00	\$ 48,408.00	\$ 48,408.00
6321	COVID - Supplies	\$ 42,996.73	\$ 5,100.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00
6322	COVID-Camp	\$ 34.23	\$ -	\$ -	\$ -	\$ -	\$ -
6330	Kitchen Supplies	\$ 352.26	\$ -	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
6340	Food Supplies	\$ 2,624.88	\$ -	\$ 14,745.00	\$ 14,745.00	\$ 14,745.00	\$ 14,745.00
6350	Water Maint & Service	\$ 1,079.82	\$ 1,239.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00
6360	Laundry/Wash Service	\$ 181.00	\$ 480.00	\$ 1,130.00	\$ 1,130.00	\$ 1,130.00	\$ 1,130.00
6380	Medical Supplies	\$ 192.34	\$ -	\$ -	\$ -	\$ -	\$ -
6410	Insurance Liability	\$ 142,201.00	\$ 209,311.00	\$ 228,892.00	\$ 228,892.00	\$ 228,892.00	\$ 228,892.00
6500	Equipment Maintenance	\$ -	\$ -	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
6510	Fuel	\$ 44,813.46	\$ 50,400.00	\$ 51,600.00	\$ 51,600.00	\$ 51,600.00	\$ 51,600.00
6520	Vehicle Maintenance	\$ 20,633.93	\$ 34,400.00	\$ 35,400.00	\$ 35,400.00	\$ 35,400.00	\$ 35,400.00
6610	Building Repair	\$ 72,627.96	\$ 83,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00
6620	HVAC	\$ 2,382.00	\$ 8,820.00	\$ 8,820.00	\$ 8,820.00	\$ 8,820.00	\$ 8,820.00
6630	Playground Maintenance	\$ 21,333.27	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
6640	Hill Fire 2018	\$ 368,974.05	\$ -	\$ -	\$ -	\$ -	\$ -
6705	Turf Removal	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
6710	Grounds Maintenance	\$ 76,655.81	\$ 86,220.00	\$ 86,220.00	\$ 86,220.00	\$ 86,220.00	\$ 86,220.00
6719	Tree Care	\$ 27,972.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00

Pleasant Valley Recreation & Park District

FY2021-2022 Budget

Fund 10

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
6725	Park Signage (Branding)	\$ 6,895.75	\$ -	\$ -	\$ -	\$ -	\$ -
6727	Fee Schedule	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,397.00
6730	Contracted Pest Control	\$ 820.00	\$ 3,000.00	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00
6740	Rubbish & Refuse	\$ 74,832.28	\$ 77,006.00	\$ 79,346.00	\$ 79,346.00	\$ 79,346.00	\$ 79,346.00
6750	Vandalism/Theft	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
6810	Memberships	\$ 12,977.89	\$ 13,696.00	\$ 14,435.00	\$ 14,435.00	\$ 14,435.00	\$ 14,435.00
6910	Office Supplies	\$ 15,357.50	\$ 15,885.00	\$ 13,709.00	\$ 13,709.00	\$ 13,709.00	\$ 13,709.00
6920	Postage Expense	\$ 12,535.66	\$ 2,250.00	\$ 12,700.00	\$ 12,700.00	\$ 12,700.00	\$ 12,700.00
6930	Advertising Expense	\$ 2,865.90	\$ 6,240.00	\$ 2,490.00	\$ 2,490.00	\$ 2,490.00	\$ 2,490.00
6940	Printing Charges	\$ 12,912.67	\$ 13,338.00	\$ 14,123.00	\$ 14,123.00	\$ 14,123.00	\$ 14,123.00
6950	ActiveNet Charges	\$ 40,734.09	\$ 52,542.00	\$ 47,732.00	\$ 47,732.00	\$ 47,732.00	\$ 47,732.00
6960	Approp Redev/Collection Fees	\$ 541,195.76	\$ 481,576.00	\$ 545,454.00	\$ 545,454.00	\$ 545,454.00	\$ 545,454.00
6980	Minor Furn Fixture & Equip	\$ 1,122.61	\$ 1,134.00	\$ 1,137.00	\$ 1,137.00	\$ 1,137.00	\$ 1,137.00
6990	Comp Hardware/Software Exp	\$ 14.99	\$ -	\$ -	\$ -	\$ -	\$ -
7010	Fingerprint Fees (HR)	\$ 1,275.00	\$ 2,060.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00
7020	Fire & Safety Insp Fees	\$ 3,311.95	\$ 2,975.00	\$ 4,150.00	\$ 4,150.00	\$ 4,150.00	\$ 4,150.00
7030	Permit & Licensing Fees	\$ 3,911.07	\$ 3,650.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00
7040	State License Fee	\$ 852.50	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7100	Professional Services	\$ 3,384.13	\$ 7,000.00	\$ 68,224.00	\$ 67,000.00	\$ 67,000.00	\$ 67,000.00
7110	Legal Services	\$ 92,445.94	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
7115	Typeset and Print Services	\$ 27,804.57	\$ -	\$ 24,300.00	\$ 24,300.00	\$ 24,300.00	\$ 24,300.00
7120	Instructor Services	\$ 92,938.95	\$ 57,138.00	\$ 69,303.00	\$ 69,303.00	\$ 69,303.00	\$ 69,303.00
7125	PERS Admin Fees	\$ 2,048.02	\$ 2,110.00	\$ 2,128.00	\$ 2,128.00	\$ 2,128.00	\$ 2,128.00
7130	Audit Services	\$ 14,260.00	\$ 20,175.00	\$ 20,275.00	\$ 20,275.00	\$ 20,275.00	\$ 20,275.00
7140	Medical & Health Svcs (HR)	\$ 4,402.50	\$ 4,000.00	\$ 11,170.00	\$ 11,170.00	\$ 11,170.00	\$ 11,170.00
7150	Security Services	\$ 5,289.96	\$ 3,200.00	\$ 4,647.00	\$ 4,647.00	\$ 4,647.00	\$ 4,647.00
7160	Entertainment Services	\$ 420.00	\$ 1,000.00	\$ 6,400.00	\$ 6,400.00	\$ 6,400.00	\$ 6,400.00
7180	Business Services	\$ 70,310.14	\$ 88,614.00	\$ 75,160.00	\$ 75,160.00	\$ 75,160.00	\$ 75,160.00
7185	Conversion Adjustment	\$ (52,050.17)	\$ -	\$ -	\$ -	\$ -	\$ -
7190	Umpire/Referee Services	\$ 919.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7210	Subscriptions	\$ 1,748.77	\$ 3,524.00	\$ 3,723.00	\$ 3,723.00	\$ 3,723.00	\$ 3,723.00
7310	Rents & Leases - Equip	\$ 19,472.96	\$ 11,200.00	\$ 31,500.00	\$ 31,500.00	\$ 31,500.00	\$ 31,500.00
7320	Bldg/Field Leases & Rental	\$ 60.00	\$ -	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
7410	Event Supplies	\$ 3,986.39	\$ 780.00	\$ 1,830.00	\$ 1,830.00	\$ 1,830.00	\$ 1,830.00
7420	Supplies	\$ 10,035.57	\$ -	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00
7430	Bingo Supplies	\$ 5,748.58	\$ 600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
7440	Sporting Goods	\$ 4,106.08	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
7450	Arts and Craft Supplies	\$ 587.13	\$ -	\$ 3,375.00	\$ 3,375.00	\$ 3,375.00	\$ 3,375.00
7460	Training Supplies	\$ 764.36	\$ 1,600.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
7500	Small Tools	\$ 3,134.18	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
7510	Safety Supplies	\$ 4,493.40	\$ 1,260.00	\$ 2,550.00	\$ 2,550.00	\$ 2,550.00	\$ 2,550.00
7610	Uniform Allowance	\$ 8,513.98	\$ 3,250.00	\$ 10,070.00	\$ 11,070.00	\$ 11,070.00	\$ 11,070.00
7620	Safety Clothing	\$ 2,439.24	\$ 4,544.00	\$ 4,764.00	\$ 4,764.00	\$ 4,764.00	\$ 4,764.00
7700	Transportation and Travel	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7710	Conference&Seminar Staff	\$ 18,717.06	\$ 7,564.00	\$ 24,896.00	\$ 24,896.00	\$ 24,896.00	\$ 24,896.00
7715	Conference&Seminar Board	\$ 545.00	\$ 2,575.00	\$ 4,450.00	\$ 4,450.00	\$ 4,450.00	\$ 4,450.00
7720	Conference&Seminar Travel Exp	\$ 6,075.56	\$ 2,071.00	\$ 14,718.00	\$ 14,718.00	\$ 14,718.00	\$ 14,718.00
7725	Out of Town Travel Board	\$ 846.72	\$ 3,231.00	\$ 2,420.00	\$ 2,420.00	\$ 2,420.00	\$ 2,420.00
7730	Private Vehicle Mileage	\$ 1,101.70	\$ 1,684.00	\$ 2,392.00	\$ 2,392.00	\$ 2,392.00	\$ 2,392.00
7750	Buses/Excursions	\$ 4,336.94	\$ -	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00
7760	Tuition/Book Reimbursement	\$ 1,268.75	\$ -	\$ -	\$ -	\$ -	\$ -
7810	Utilities - Gas	\$ 21,381.07	\$ 29,715.00	\$ 30,414.00	\$ 30,414.00	\$ 30,414.00	\$ 30,414.00
7820	Utilities - Water	\$ 722,082.86	\$ 865,373.00	\$ 899,999.00	\$ 899,999.00	\$ 899,999.00	\$ 899,999.00
7830	Utilities - Electric	\$ 163,120.77	\$ 170,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00
7840	Airport Assessment Exp	\$ 14,235.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
7910	Awards and Certificates	\$ 12,666.67	\$ 2,610.00	\$ 15,406.00	\$ 15,406.00	\$ 15,406.00	\$ 15,406.00
7920	Meals for Staff Training	\$ 2,464.80	\$ 3,560.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
7930	Employee Morale	\$ 1,170.72	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
7950	COP Debt - PV Fields	\$ 235,099.74	\$ 229,760.00	\$ 223,760.00	\$ 223,760.00	\$ 223,760.00	\$ 223,760.00
7970	Reserve Vehicle Fleet	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
7971	Reserve Computer Fleet	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
7973	Reserve Dry Period	\$ 90,000.00	\$ -	\$ 36,645.00	\$ 36,645.00	\$ 36,645.00	\$ 36,645.00
7975	Reserve Repair/Oper/Admin	\$ 20,000.00	\$ 150,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
8112	Admin Fee/CC Refund 2020	\$ 97,473.32	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 3,413,206.58	\$ 3,146,181.00	\$ 3,495,465.00	\$ 3,498,241.00	\$ 3,498,241.00	\$ 3,514,638.00
Capital							
8400	Capital	\$ -	\$ -	\$ 448,880.00	\$ 668,880.00	\$ 658,880.00	\$ 658,880.00
8420	Equip/Facility Replacement	\$ 33,880.88	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
8422	Sr/Community Rec Facility	\$ 7,270.00	\$ -	\$ -	\$ -	\$ -	\$ -
8456	Mtr Enclosur-Encnt,Fhill,Adolf	\$ 7,872.15	\$ -	\$ -	\$ -	\$ -	\$ -
8458	Pitts Ranch Park Pavilion	\$ 29,256.49	\$ -	\$ -	\$ -	\$ -	\$ -
8463	LPA Architects-CC/Gym/Sr Ctr	\$ 50,760.16	\$ -	\$ -	\$ -	\$ -	\$ -
8464	Arnell Ranch Park Renovation	\$ 30,779.13	\$ -	\$ -	\$ -	\$ -	\$ -
8465	Lamps/Pole Replacement at M.O.	\$ 12,538.62	\$ -	\$ -	\$ -	\$ -	\$ -
8466	L.E.D. Light SpringvilleTennis	\$ 16,845.63	\$ -	\$ -	\$ -	\$ -	\$ -
8467	Charter Oaks Irrigation-Trees	\$ 4,360.58	\$ -	\$ -	\$ -	\$ -	\$ -
8468	Community Center Marquee	\$ 41,447.61	\$ 8,552.39	\$ -	\$ -	\$ -	\$ -
8470	PVAC Pool Heater	\$ 23,930.00	\$ -	\$ -	\$ -	\$ -	\$ -
8471	Cam Grove Play Equipment	\$ 33,270.80	\$ -	\$ -	\$ -	\$ -	\$ -
8472	Freedom Park ParkingLot&Skyway	\$ 239,671.66	\$ -	\$ -	\$ -	\$ -	\$ -
8473	P.V. Fields Painting II	\$ 13,690.00	\$ -	\$ -	\$ -	\$ -	\$ -
8474	Switches and Servers	\$ -	\$ 30,772.00	\$ -	\$ -	\$ -	\$ -

Pleasant Valley Recreation & Park District

FY2021-2022 Budget

Fund 10

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
8475	Turf Grinder	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
8476	Pitts Ranch BB Crt Repaint	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -
8477	PV Fields Painting West End	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
8479	Inflatable System	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -
8481	HVAC Administration Bldg	\$ -	\$ 14,520.00	\$ -	\$ -	\$ -	\$ -
8482	HVAC for Room #6	\$ -	\$ 11,965.00	\$ -	\$ -	\$ -	\$ -
Capital		\$ 545,573.71	\$ 139,309.39	\$ 483,880.00	\$ 703,880.00	\$ 693,880.00	\$ 693,880.00
Revenue Total		\$ (8,664,809.85)	\$ (7,364,233.00)	\$ (8,124,979.00)	\$ (8,314,707.00)	\$ (8,314,707.00)	\$ (8,331,104.00)
Expense Total		\$ 7,406,713.00	\$ 7,356,865.00	\$ 8,105,822.00	\$ 8,267,270.00	\$ 8,286,641.00	\$ 8,303,038.00
Grand Total		\$ (1,258,096.85)	\$ (7,368.00)	\$ (19,157.00)	\$ (47,437.00)	\$ (28,066.00)	\$ (28,066.00)
Expense and Capital		\$ 7,952,286.71	\$ 7,496,174.39	\$ 8,589,702.00	\$ 8,971,150.00	\$ 8,980,521.00	\$ 8,996,918.00

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Recreation Wrap-Up

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5510	Contract Classes-Public Fees	\$ (142,041.67)	\$ (41,698.00)	\$ (68,380.00)	\$ (68,380.00)	\$ (68,380.00)	\$ (68,380.00)
5511	Public Fees	\$ (230,780.35)	\$ (20,000.00)	\$ (244,121.00)	\$ (244,121.00)	\$ (244,121.00)	\$ (244,121.00)
5520	Public Fees-Entry Fees	\$ (28,076.76)	\$ (2,000.00)	\$ (25,840.00)	\$ (25,840.00)	\$ (25,840.00)	\$ (25,840.00)
5525	Vending Concessions	\$ (2,525.50)	\$ -	\$ (2,500.00)	\$ (2,500.00)	\$ (2,500.00)	\$ (2,500.00)
5530	Rental	\$ (113,331.53)	\$ (32,900.00)	\$ (105,220.00)	\$ (105,220.00)	\$ (105,220.00)	\$ (105,220.00)
5555	Activity Guide Revenue	\$ (25,010.00)	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)
5558	Sponsorships/Donations	\$ (4,950.00)	\$ -	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)
5563	Staffing Cost Recovery	\$ (20,733.06)	\$ (7,500.00)	\$ (11,110.00)	\$ (11,110.00)	\$ (11,110.00)	\$ (11,110.00)
5564	Special Event Permits	\$ (403.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5570	Contributions	\$ (24,777.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5573	Grants	\$ (24.65)	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (2,079.31)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (594,732.83)	\$ (104,098.00)	\$ (468,171.00)	\$ (468,171.00)	\$ (468,171.00)	\$ (468,171.00)
Personnel							
6100	Full Time Salaries	\$ 538,109.92	\$ 516,076.00	\$ 496,109.00	\$ 496,109.00	\$ 453,457.00	\$ 453,457.00
6101	Overtime Salaries	\$ 3,922.71	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 4,460.00	\$ 2,310.00	\$ 2,340.00	\$ 2,340.00	\$ 2,340.00	\$ 2,340.00
6110	Part-Time Salaries	\$ 290,084.65	\$ 75,892.00	\$ 294,729.00	\$ 294,729.00	\$ 294,729.00	\$ 294,729.00
6120	Retirement	\$ 88,303.42	\$ 87,418.00	\$ 83,690.00	\$ 83,690.00	\$ 77,163.00	\$ 77,163.00
6121	457 Pension	\$ 5,824.64	\$ -	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 29,885.86	\$ 32,644.00	\$ 54,518.00	\$ 54,518.00	\$ 40,722.00	\$ 40,722.00
6140	Workers Compensation	\$ 26,447.20	\$ 14,026.00	\$ 20,177.00	\$ 20,177.00	\$ 19,089.00	\$ 19,089.00
Personnel		\$ 987,038.40	\$ 728,366.00	\$ 951,563.00	\$ 951,563.00	\$ 887,500.00	\$ 887,500.00
Services and Supplies							
6321	COVID-19	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
6322	COVID-Camp	\$ 34.23	\$ -	\$ -	\$ -	\$ -	\$ -
6330	Kitchen Supplies	\$ 352.26	\$ -	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
6340	Food Supplies	\$ 2,624.88	\$ -	\$ 13,745.00	\$ 13,745.00	\$ 13,745.00	\$ 13,745.00
6360	Laundry/Wash Service	\$ 181.00	\$ 300.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00
6380	Medical Supplies	\$ 192.34	\$ -	\$ -	\$ -	\$ -	\$ -
6500	Equipment Maintenance	\$ -	\$ -	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
6610	Building Repair	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -
6810	Memberships	\$ 602.63	\$ 125.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
6910	Office Supplies	\$ 4,088.03	\$ 550.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
6920	Postage Expense	\$ 10,403.14	\$ -	\$ 11,200.00	\$ 11,200.00	\$ 11,200.00	\$ 11,200.00
6930	Advertising Expense	\$ 1,860.90	\$ -	\$ -	\$ -	\$ -	\$ -
7020	Fire & Safety Insp Fees	\$ 302.36	\$ -	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
7030	Permit & Licensing Fees	\$ -	\$ 850.00	\$ 3,550.00	\$ 3,550.00	\$ 3,550.00	\$ 3,550.00
7100	Professional Services	\$ 2,300.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7115	Typeset and Print Services	\$ 27,804.57	\$ -	\$ 24,300.00	\$ 24,300.00	\$ 24,300.00	\$ 24,300.00
7120	Instructor Services	\$ 92,563.95	\$ 54,838.00	\$ 67,503.00	\$ 67,503.00	\$ 67,503.00	\$ 67,503.00
7140	Medical & Health Svcs (HR)	\$ 1,850.00	\$ -	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
7150	Security Services	\$ 250.00	\$ -	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00
7160	Entertainment Services	\$ 420.00	\$ -	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
7180	Business Services	\$ 12,523.81	\$ 2,000.00	\$ 11,920.00	\$ 11,920.00	\$ 11,920.00	\$ 11,920.00
7190	Umpire/Referee Services	\$ 919.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7210	Subscriptions	\$ -	\$ -	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
7310	Rents & Leases - Equip	\$ -	\$ -	\$ 18,300.00	\$ 18,300.00	\$ 18,300.00	\$ 18,300.00
7320	Bldg/Field Leases & Rental	\$ -	\$ -	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
7410	Event Supplies	\$ 646.43	\$ 360.00	\$ 1,410.00	\$ 1,410.00	\$ 1,410.00	\$ 1,410.00
7420	Supplies	\$ 10,035.57	\$ -	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00
7430	Bingo Supplies	\$ 5,748.58	\$ 600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
7440	Sporting Goods	\$ 436.16	\$ -	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
7450	Arts and Craft Supplies	\$ 9,743.41	\$ -	\$ 3,375.00	\$ 3,375.00	\$ 3,375.00	\$ 3,375.00
7460	Training Supplies	\$ 60.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7510	Safety Supplies	\$ 3,932.45	\$ 500.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00
7610	Uniform Allowance	\$ 4,609.72	\$ 100.00	\$ 1,560.00	\$ 2,560.00	\$ 2,560.00	\$ 2,560.00
7700	Transportation and Travel	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7710	Conference&Seminar Staff	\$ 8,758.73	\$ -	\$ 7,670.00	\$ 7,670.00	\$ 7,670.00	\$ 7,670.00
7720	Conference&Seminar Travel Exp	\$ 3,248.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
7730	Private Vehicle Mileage	\$ 542.74	\$ 708.00	\$ 1,416.00	\$ 1,416.00	\$ 1,416.00	\$ 1,416.00
7750	Buses/Excursions	\$ 4,336.94	\$ -	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00
7910	Awards and Certificates	\$ 11,982.41	\$ 1,700.00	\$ 14,876.00	\$ 14,876.00	\$ 14,876.00	\$ 14,876.00
7930	Employee Morale	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -
8112	Sponsorship Refund 2020	\$ 61,376.01	\$ 10,860.00	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 287,005.25	\$ 74,491.00	\$ 247,255.00	\$ 248,255.00	\$ 248,255.00	\$ 248,255.00
Capital							
8400	Capital	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
8401	LWCF Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8402	NRPA Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8420	Equip/Facility Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8479	Inflatable System	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -
Capital		\$ -	\$ 5,500.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Revenue Total		\$ (594,732.83)	\$ (104,098.00)	\$ (468,171.00)	\$ (468,171.00)	\$ (468,171.00)	\$ (468,171.00)
Expense Total		\$ 1,274,043.65	\$ 802,857.00	\$ 1,198,818.00	\$ 1,199,818.00	\$ 1,135,755.00	\$ 1,135,755.00
Grand Total		\$ 681,848.32	\$ 704,259.00	\$ 730,647.00	\$ 731,647.00	\$ 667,584.00	\$ 667,584.00
Expense and Capital		\$ 1,274,043.65	\$ 808,357.00	\$ 1,213,818.00	\$ 1,214,818.00	\$ 1,150,755.00	\$ 1,150,755.00

Pleasant Valley Recreation & Park District

FY2021-2022 Budget

District Wide (000)

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5110	Tax Apport - Cur Year Secured	\$ (6,646,617.87)	\$ (6,481,869.00)	\$ (7,112,192.00)	\$ (7,301,920.00)	\$ (7,301,920.00)	\$ (7,301,920.00)
5120	Tax Apport - Cur Year Unsec	\$ (119,602.19)	\$ -	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport - Prior Year Sec	\$ (59,155.18)	\$ -	\$ -	\$ -	\$ -	\$ -
5140	Tax Apport - Prior Year Unsec	\$ (6,461.99)	\$ -	\$ -	\$ -	\$ -	\$ -
5150	Tax Deeded Sales	\$ (902.59)	\$ -	\$ -	\$ -	\$ -	\$ -
5210	Cur Supplemental Pass Thru	\$ (101,107.97)	\$ -	\$ -	\$ -	\$ -	\$ -
5230	HOPTR	\$ (45,412.27)	\$ -	\$ -	\$ -	\$ -	\$ -
5240	Supplemental Assessment Roll	\$ (103.08)	\$ -	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ (88,902.77)	\$ (20,635.00)	\$ (14,928.00)	\$ (14,928.00)	\$ (14,928.00)	\$ (14,928.00)
5320	MBS Interest Earnings	\$ 533.67	\$ -	\$ -	\$ -	\$ -	\$ -
5460	Dividends - CAPRI Prior Years	\$ (11,709.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5530	Rental	\$ (116.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (275.61)	\$ -	\$ -	\$ -	\$ -	\$ -
5585	Incentive Income	\$ (2,723.00)	\$ (500.00)	\$ (2,400.00)	\$ (2,400.00)	\$ (2,400.00)	\$ (2,400.00)
5591	Surplus Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (16,397.00)
5600	Reimbursement - ROPS	\$ (309,187.20)	\$ (313,000.00)	\$ (125,000.00)	\$ (125,000.00)	\$ (125,000.00)	\$ (125,000.00)
5900	Conversion Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (7,391,743.05)	\$ (6,816,004.00)	\$ (7,254,520.00)	\$ (7,444,248.00)	\$ (7,444,248.00)	\$ (7,460,645.00)
Services and Supplies							
7950	COP Debt - PV Fields	\$ 235,099.74	\$ 229,760.00	\$ 223,760.00	\$ 223,760.00	\$ 223,760.00	\$ 223,760.00
Services and Supplies		\$ 235,099.74	\$ 229,760.00	\$ 223,760.00	\$ 223,760.00	\$ 223,760.00	\$ 223,760.00
Revenue Total		\$ (7,391,743.05)	\$ (6,816,004.00)	\$ (7,254,520.00)	\$ (7,444,248.00)	\$ (7,444,248.00)	\$ (7,460,645.00)
Expense Total		\$ 235,099.74	\$ 229,760.00	\$ 223,760.00	\$ 223,760.00	\$ 223,760.00	\$ 223,760.00
Grand Total		\$ (7,156,643.31)	\$ (6,586,244.00)	\$ (7,030,760.00)	\$ (7,220,488.00)	\$ (7,220,488.00)	\$ (7,236,885.00)

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Aquatics (301)

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5510	Contract Classes-Public Fees	\$ (6,307.75)	\$ (3,327.00)	\$ (14,286.00)	\$ (14,286.00)	\$ (14,286.00)	\$ (14,286.00)
5511	Public Fees	\$ (73,214.89)	\$ (14,735.00)	\$ (80,421.00)	\$ (80,421.00)	\$ (80,421.00)	\$ (80,421.00)
5520	Public Fees-Entry Fees	\$ (28,076.76)	\$ (2,000.00)	\$ (25,840.00)	\$ (25,840.00)	\$ (25,840.00)	\$ (25,840.00)
5525	Vending Concessions	\$ -	\$ -	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)
5530	Rental	\$ (7,215.75)	\$ (3,240.00)	\$ (11,455.00)	\$ (11,455.00)	\$ (11,455.00)	\$ (11,455.00)
5563	Staffing Cost Recovery	\$ (5,338.75)	\$ -	\$ (7,480.00)	\$ (7,480.00)	\$ (7,480.00)	\$ (7,480.00)
Revenue		\$ (120,153.90)	\$ (23,302.00)	\$ (140,732.00)	\$ (140,732.00)	\$ (140,732.00)	\$ (140,732.00)
Personnel							
6100	Full Time Salaries	\$ 71,913.92	\$ 77,700.00	\$ 72,195.00	\$ 72,195.00	\$ 72,195.00	\$ 72,195.00
6101	Overtime Salaries	\$ 711.33	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00
6110	Part-Time Salaries	\$ 157,408.71	\$ 75,892.00	\$ 200,948.00	\$ 200,948.00	\$ 200,948.00	\$ 200,948.00
6120	Retirement	\$ 12,899.67	\$ 14,607.00	\$ 13,976.00	\$ 13,976.00	\$ 13,976.00	\$ 13,976.00
6130	Employee Insurance	\$ 974.76	\$ 16,255.00	\$ 17,821.00	\$ 17,821.00	\$ 17,821.00	\$ 17,821.00
6140	Workers Compensation	\$ 11,794.37	\$ 6,316.00	\$ 6,938.00	\$ 6,938.00	\$ 6,938.00	\$ 6,938.00
Personnel		\$ 256,482.76	\$ 191,550.00	\$ 312,658.00	\$ 312,658.00	\$ 312,658.00	\$ 312,658.00
Services and Supplies							
6321	COVID-19			\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
6500	Equipment Maintenance	\$ -	\$ -	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
6910	Office Supplies	\$ 109.08	\$ -	\$ -	\$ -	\$ -	\$ -
7115	Typeset and Print Services	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
7120	Instructor Services	\$ 4,555.20	\$ 6,253.00	\$ 9,286.00	\$ 9,286.00	\$ 9,286.00	\$ 9,286.00
7180	Business Services	\$ 474.74	\$ 600.00	\$ 620.00	\$ 620.00	\$ 620.00	\$ 620.00
7410	Event Supplies	\$ 646.43	\$ 360.00	\$ 1,410.00	\$ 1,410.00	\$ 1,410.00	\$ 1,410.00
7460	Training Supplies	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7510	Safety Supplies	\$ 3,501.48	\$ 500.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00
7610	Uniform Allowance	\$ 272.53	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7710	Conference&Seminar Staff	\$ 547.90	\$ -	\$ -	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 125.84	\$ -	\$ -	\$ -	\$ -	\$ -
7910	Awards and Certificates	\$ 2,550.00	\$ 1,700.00	\$ 2,525.00	\$ 2,525.00	\$ 2,525.00	\$ 2,525.00
8112	Staffing Cost Refund 2020	\$ 3,622.50	\$ 10,260.00	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 16,405.70	\$ 20,773.00	\$ 19,191.00	\$ 19,191.00	\$ 19,191.00	\$ 19,191.00
Revenue Total		\$ (120,153.90)	\$ (23,302.00)	\$ (140,732.00)	\$ (140,732.00)	\$ (140,732.00)	\$ (140,732.00)
Expense Total		\$ 272,888.46	\$ 212,323.00	\$ 331,849.00	\$ 331,849.00	\$ 331,849.00	\$ 331,849.00
Grand Total		\$ 152,734.56	\$ 189,021.00	\$ 191,117.00	\$ 191,117.00	\$ 191,117.00	\$ 191,117.00

Pleasant Valley Recreation & Park District

FY2021-2022 Budget

Sports (310)

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5510	Contract Classes-Public Fees	\$ (50.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5511	Public Fees	\$ (46,590.00)	\$ (5,265.00)	\$ (65,445.00)	\$ (65,445.00)	\$ (65,445.00)	\$ (65,445.00)
5530	Rental	\$ (103,052.78)	\$ (29,660.00)	\$ (93,765.00)	\$ (93,765.00)	\$ (93,765.00)	\$ (93,765.00)
5563	Staffing Cost Recovery	\$ (2,632.50)	\$ -	\$ (2,380.00)	\$ (2,380.00)	\$ (2,380.00)	\$ (2,380.00)
Revenue		\$ (152,325.28)	\$ (34,925.00)	\$ (161,590.00)	\$ (161,590.00)	\$ (161,590.00)	\$ (161,590.00)
Personnel							
6100	Full Time Salaries	\$ 59,780.45	\$ 81,375.00	\$ 84,696.00	\$ 84,696.00	\$ 93,814.00	\$ 93,814.00
6101	Overtime Salaries	\$ 0.55	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 878.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00
6110	Part-Time Salaries	\$ 15,393.55	\$ -	\$ 19,691.00	\$ 19,691.00	\$ 19,691.00	\$ 19,691.00
6120	Retirement	\$ 10,918.55	\$ 14,390.00	\$ 15,046.00	\$ 15,046.00	\$ 16,408.00	\$ 16,408.00
6121	457 Pension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 2,710.00	\$ 4,688.00	\$ 6,717.00	\$ 6,717.00	\$ 7,325.00	\$ 7,325.00
6140	Workers Compensation	\$ 1,649.96	\$ 2,156.00	\$ 2,651.00	\$ 2,651.00	\$ 2,878.00	\$ 2,878.00
Personnel		\$ 91,331.06	\$ 102,999.00	\$ 129,191.00	\$ 129,191.00	\$ 140,506.00	\$ 140,506.00
Services and Supplies							
6610	Building Repair	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -
6810	Memberships	\$ 150.00	\$ -	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
6910	Office Supplies	\$ 25.90	\$ -	\$ -	\$ -	\$ -	\$ -
7180	Business Services	\$ 1,949.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
7190	Umpire/Referee Services	\$ 919.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7310	Rents & Leases - Equip	\$ 4,522.54	\$ -	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00
7440	Sporting Goods	\$ 1,714.50	\$ -	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
7510	Safety Supplies	\$ 44.78	\$ -	\$ -	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 120.52	\$ -	\$ -	\$ -	\$ -	\$ -
7910	Awards and Certificates	\$ 8,001.79	\$ -	\$ 11,126.00	\$ 11,126.00	\$ 11,126.00	\$ 11,126.00
8112	Classes Refund 2020	\$ 25,027.40	\$ -	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 44,725.43	\$ 1,400.00	\$ 26,446.00	\$ 26,446.00	\$ 26,446.00	\$ 26,446.00
Revenue Total		\$ (152,325.28)	\$ (34,925.00)	\$ (161,590.00)	\$ (161,590.00)	\$ (161,590.00)	\$ (161,590.00)
Expense Total		\$ 136,056.49	\$ 104,399.00	\$ 155,637.00	\$ 155,637.00	\$ 166,952.00	\$ 166,952.00
Grand Total		\$ (16,268.79)	\$ 69,474.00	\$ (5,953.00)	\$ (5,953.00)	\$ 5,362.00	\$ 5,362.00

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Camps/Classes/Community Partnerships (320)

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5510	Contract Classes-Public Fees	\$ (120,203.22)	\$ (38,371.00)	\$ (54,094.00)	\$ (54,094.00)	\$ (54,094.00)	\$ (54,094.00)
5511	Public Fees	\$ (63,159.82)	\$ -	\$ (34,110.00)	\$ (34,110.00)	\$ (34,110.00)	\$ (34,110.00)
5563	Staffing Cost Recovery	\$ -	\$ (7,500.00)	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (183,363.04)	\$ (45,871.00)	\$ (88,204.00)	\$ (88,204.00)	\$ (88,204.00)	\$ (88,204.00)
Personnel							
6100	Full Time Salaries	\$ 72,822.95	\$ 69,964.00	\$ 51,770.00	\$ 51,770.00	\$ -	\$ -
6101	Overtime Salaries	\$ 402.91	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 752.00	\$ -	\$ -	\$ -	\$ -	\$ -
6110	Part-Time Salaries	\$ 60,080.77	\$ -	\$ 40,950.00	\$ 40,950.00	\$ 40,950.00	\$ 40,950.00
6120	Retirement	\$ 12,642.75	\$ 8,529.00	\$ 8,483.00	\$ 8,483.00	\$ 594.00	\$ 594.00
6121	457 Pension	\$ 5,824.64	\$ -	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 2,061.36	\$ 700.00	\$ 14,404.00	\$ 14,404.00	\$ -	\$ -
6140	Workers Compensation	\$ 4,453.93	\$ 2,957.00	\$ 2,355.00	\$ 2,355.00	\$ 1,040.00	\$ 1,040.00
Personnel		\$ 159,041.31	\$ 82,150.00	\$ 117,962.00	\$ 117,962.00	\$ 42,584.00	\$ 42,584.00
Services and Supplies							
6322	COVID-Camp	\$ 34.23	\$ -	\$ -	\$ -	\$ -	\$ -
6340	Food Supplies	\$ 17.49	\$ -	\$ 795.00	\$ 795.00	\$ 795.00	\$ 795.00
6380	Medical Supplies	\$ 192.34	\$ -	\$ -	\$ -	\$ -	\$ -
6810	Memberships	\$ 277.63	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
6910	Office Supplies	\$ 200.06	\$ -	\$ -	\$ -	\$ -	\$ -
7120	Instructor Services	\$ 79,081.14	\$ 48,585.00	\$ 58,217.00	\$ 58,217.00	\$ 58,217.00	\$ 58,217.00
7180	Business Services	\$ 3,578.30	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7420	Supplies	\$ 212.78	\$ -	\$ -	\$ -	\$ -	\$ -
7440	Sporting Goods	\$ 25.87	\$ -	\$ -	\$ -	\$ -	\$ -
7450	Arts and Craft Supplies	\$ 547.40	\$ -	\$ 3,375.00	\$ 3,375.00	\$ 3,375.00	\$ 3,375.00
7460	Training Supplies	\$ 210.00	\$ -	\$ -	\$ -	\$ -	\$ -
7510	Safety Supplies	\$ 29.69	\$ -	\$ -	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 37.12	\$ -	\$ -	\$ -	\$ -	\$ -
7750	Buses/Excursions	\$ 3,736.94	\$ -	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
7930	Employee Morale	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -
8112	Classes Refund 2020	\$ 12,263.92	\$ 600.00	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 100,469.91	\$ 49,310.00	\$ 65,412.00	\$ 65,412.00	\$ 65,412.00	\$ 65,412.00
Capital							
8479	Inflatable System	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -
Capital		\$ -	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -
Revenue Total		\$ (183,363.04)	\$ (45,871.00)	\$ (88,204.00)	\$ (88,204.00)	\$ (88,204.00)	\$ (88,204.00)
Expense Total		\$ 259,511.22	\$ 131,460.00	\$ 183,374.00	\$ 183,374.00	\$ 107,996.00	\$ 107,996.00
Grand Total		\$ 76,148.18	\$ 91,089.00	\$ 95,170.00	\$ 95,170.00	\$ 19,792.00	\$ 19,792.00
Expense and Capital		\$ 259,511.22	\$ 136,960.00	\$ 183,374.00	\$ 183,374.00	\$ 107,996.00	\$ 107,996.00

Pleasant Valley Recreation & Park District

FY2021-2022 Budget

Senior Services (370)

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5510	Contract Classes-Public Fees	\$ (15,428.70)	\$ -	\$ -	\$ -	\$ -	\$ -
5511	Public Fees	\$ (20,131.00)	\$ -	\$ (36,350.00)	\$ (36,350.00)	\$ (36,350.00)	\$ (36,350.00)
5525	Vending Concessions	\$ (2,525.50)	\$ -	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)
5530	Rental	\$ (3,063.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5570	Contributions	\$ (1,277.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (1,854.31)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (44,279.51)	\$ -	\$ (37,600.00)	\$ (37,600.00)	\$ (37,600.00)	\$ (37,600.00)
Personnel							
6100	Full Time Salaries	\$ 90,929.23	\$ 85,757.00	\$ 89,452.00	\$ 89,452.00	\$ 89,452.00	\$ 89,452.00
6101	Overtime Salaries	\$ 31.99	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 892.00	\$ 360.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00
6110	Part-Time Salaries	\$ 21,948.89	\$ -	\$ 20,010.00	\$ 20,010.00	\$ 20,010.00	\$ 20,010.00
6120	Retirement	\$ 15,589.37	\$ 15,146.00	\$ 15,760.00	\$ 15,760.00	\$ 15,760.00	\$ 15,760.00
6130	Employee Insurance	\$ 1,578.28	\$ 895.00	\$ 913.00	\$ 913.00	\$ 913.00	\$ 913.00
6140	Workers Compensation	\$ 2,680.03	\$ 2,402.00	\$ 2,870.00	\$ 2,870.00	\$ 2,870.00	\$ 2,870.00
Personnel		\$ 133,649.79	\$ 104,560.00	\$ 129,395.00	\$ 129,395.00	\$ 129,395.00	\$ 129,395.00
Services and Supplies							
6330	Kitchen Supplies	\$ 244.74	\$ -	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
6340	Food Supplies	\$ 508.25	\$ -	\$ 10,950.00	\$ 10,950.00	\$ 10,950.00	\$ 10,950.00
6910	Office Supplies	\$ 247.61	\$ -	\$ -	\$ -	\$ -	\$ -
7030	Permit & Licensing Fees	\$ -	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
7120	Instructor Services	\$ 8,927.61	\$ -	\$ -	\$ -	\$ -	\$ -
7210	Subscriptions	\$ 436.16	\$ -	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
7420	Supplies	\$ 7.57	\$ -	\$ -	\$ -	\$ -	\$ -
7430	Bingo Supplies	\$ 5,748.58	\$ 600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
7450	Arts and Craft Supplies	\$ 39.73	\$ -	\$ -	\$ -	\$ -	\$ -
7510	Safety Supplies	\$ 260.00	\$ -	\$ -	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ 11.60	\$ -	\$ -	\$ -	\$ -	\$ -
7750	Buses/Excursions	\$ 600.00	\$ -	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
7910	Awards and Certificates	\$ -	\$ -	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
8112	Classes Refund 2020	\$ 2,163.29	\$ -	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 19,195.14	\$ 1,300.00	\$ 32,350.00	\$ 32,350.00	\$ 32,350.00	\$ 32,350.00
Capital							
8400	Capital	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Capital		\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Revenue Total		\$ (44,279.51)	\$ -	\$ (37,600.00)	\$ (37,600.00)	\$ (37,600.00)	\$ (37,600.00)
Expense Total		\$ 152,844.93	\$ 105,860.00	\$ 161,745.00	\$ 161,745.00	\$ 161,745.00	\$ 161,745.00
Grand Total		\$ 108,565.42	\$ 105,860.00	\$ 124,145.00	\$ 124,145.00	\$ 124,145.00	\$ 124,145.00
Expense and Capital		\$ 152,844.93	\$ 105,860.00	\$ 176,745.00	\$ 176,745.00	\$ 176,745.00	\$ 176,745.00

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Parks (410)

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5465	Hill Fire 2018	\$ (149,919.63)	\$ (219,884.00)	\$ -	\$ -	\$ -	\$ -
5506	Park Patrol Citations	\$ (3,842.95)	\$ (1,900.00)	\$ (2,200.00)	\$ (2,200.00)	\$ (2,200.00)	\$ (2,200.00)
5510	Contract Classes-Public Fees	\$ (1,210.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5530	Rental	\$ (205,809.57)	\$ (68,000.00)	\$ (156,192.00)	\$ (156,192.00)	\$ (156,192.00)	\$ (156,192.00)
5535	Cell Tower Revenue	\$ (94,725.79)	\$ (91,704.00)	\$ (91,704.00)	\$ (91,704.00)	\$ (91,704.00)	\$ (91,704.00)
5540	Parking Fees	\$ (9,455.71)	\$ (6,261.00)	\$ (7,012.00)	\$ (7,012.00)	\$ (7,012.00)	\$ (7,012.00)
5550	Dues	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -
5563	Staffing Cost Recovery	\$ (1,233.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5566	Security Services Recovery	\$ (2,250.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5570	Contributions	\$ (70,000.00)	\$ (36,000.00)	\$ (72,000.00)	\$ (72,000.00)	\$ (72,000.00)	\$ (72,000.00)
5575	Other Misc Revenue	\$ (29,758.86)	\$ (15,125.00)	\$ (16,925.00)	\$ (16,925.00)	\$ (16,925.00)	\$ (16,925.00)
5585	Incentive Income	\$ (235.60)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)	\$ (300.00)
5600	Reimbursement - ROPS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (568,391.11)	\$ (439,174.00)	\$ (346,333.00)	\$ (346,333.00)	\$ (346,333.00)	\$ (346,333.00)
Personnel							
6100	Full Time Salaries	\$ 1,120,497.57	\$ 1,118,682.00	\$ 1,120,775.00	\$ 1,223,819.00	\$ 1,223,819.00	\$ 1,223,819.00
6101	Overtime Salaries	\$ 18,893.89	\$ 12,990.00	\$ 21,094.00	\$ 21,094.00	\$ 21,094.00	\$ 21,094.00
6105	Car Allowance	\$ 4,799.86	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
6108	Cell Phone Allowance	\$ 9,035.00	\$ 9,180.00	\$ 8,100.00	\$ 9,180.00	\$ 9,180.00	\$ 9,180.00
6110	Part-Time Salaries	\$ 104,416.65	\$ 118,824.00	\$ 149,981.00	\$ 149,981.00	\$ 149,981.00	\$ 149,981.00
6120	Retirement	\$ 190,234.58	\$ 200,986.00	\$ 204,082.00	\$ 222,596.00	\$ 222,596.00	\$ 222,596.00
6121	457 Pension	\$ 1,046.04	\$ -	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 135,904.47	\$ 185,341.00	\$ 156,790.00	\$ 179,772.00	\$ 179,772.00	\$ 179,772.00
6140	Workers Compensation	\$ 145,068.77	\$ 119,364.00	\$ 147,090.00	\$ 159,373.00	\$ 159,373.00	\$ 159,373.00
Personnel		\$ 1,729,896.83	\$ 1,770,167.00	\$ 1,812,712.00	\$ 1,970,615.00	\$ 1,970,615.00	\$ 1,970,615.00
Services and Supplies							
6210	Telephone/Internet	\$ 975.69	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
6310	Pool Chemicals	\$ 2,902.82	\$ 7,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00
6320	Janitorial Supplies	\$ 31,568.10	\$ 52,400.00	\$ 48,408.00	\$ 48,408.00	\$ 48,408.00	\$ 48,408.00
6321	COVID-19 Supplies	\$ 40,376.48	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
6350	Water Maint & Service	\$ 202.66	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
6360	Laundry/Wash Service	\$ -	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00
6510	Fuel	\$ 44,813.46	\$ 50,400.00	\$ 51,600.00	\$ 51,600.00	\$ 51,600.00	\$ 51,600.00
6520	Vehicle Maintenance	\$ 20,633.93	\$ 34,400.00	\$ 35,400.00	\$ 35,400.00	\$ 35,400.00	\$ 35,400.00
6610	Building Repair	\$ 70,377.96	\$ 83,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00
6620	HVAC	\$ 2,382.00	\$ 8,820.00	\$ 8,820.00	\$ 8,820.00	\$ 8,820.00	\$ 8,820.00
6630	Playground Maintenance	\$ 21,333.27	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
6640	Hill Fire 2018	\$ 368,974.05	\$ -	\$ -	\$ -	\$ -	\$ -
6705	Turf Removal	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
6710	Grounds Maintenance	\$ 76,655.81	\$ 86,220.00	\$ 86,220.00	\$ 86,220.00	\$ 86,220.00	\$ 86,220.00
6719	Tree Care	\$ 27,972.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
6730	Contracted Pest Control	\$ 820.00	\$ 3,000.00	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00
6740	Rubbish & Refuse	\$ 74,832.28	\$ 77,006.00	\$ 79,346.00	\$ 79,346.00	\$ 79,346.00	\$ 79,346.00
6750	Vandalism/Theft	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
6810	Memberships	\$ 181.26	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
6910	Office Supplies	\$ 2,023.29	\$ 260.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
6940	Printing Charges	\$ 858.25	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
7020	Fire & Safety Insp Fees	\$ 3,009.59	\$ 2,975.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
7030	Permit & Licensing Fees	\$ 3,911.07	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
7040	State License Fee	\$ 852.50	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7150	Security Services	\$ 405.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
7180	Business Services	\$ 3,655.71	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
7210	Subscriptions	\$ -	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
7310	Rents & Leases - Equip	\$ 9,729.55	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
7440	Sporting Goods	\$ 2,365.71	\$ 1,000.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
7500	Small Tools	\$ 3,134.18	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
7510	Safety Supplies	\$ 73.58	\$ -	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
7610	Uniform Allowance	\$ 2,756.75	\$ 2,900.00	\$ 7,510.00	\$ 7,510.00	\$ 7,510.00	\$ 7,510.00
7620	Safety Clothing	\$ 2,439.24	\$ 4,544.00	\$ 4,764.00	\$ 4,764.00	\$ 4,764.00	\$ 4,764.00
7710	Conference&Seminar Staff	\$ 2,073.33	\$ 2,450.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
7720	Conference&Seminar Travel Exp	\$ -	\$ -	\$ 3,974.00	\$ 3,974.00	\$ 3,974.00	\$ 3,974.00
7760	Tuition/Book Reimbursement	\$ 1,268.75	\$ -	\$ -	\$ -	\$ -	\$ -
7810	Utilities - Gas	\$ 21,381.07	\$ 29,715.00	\$ 30,414.00	\$ 30,414.00	\$ 30,414.00	\$ 30,414.00
7820	Utilities - Water	\$ 722,082.86	\$ 865,373.00	\$ 899,999.00	\$ 899,999.00	\$ 899,999.00	\$ 899,999.00
7830	Utilities - Electric	\$ 163,120.77	\$ 170,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00
7840	Airport Assessment Exp	\$ 14,235.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
7910	Awards and Certificates	\$ 13.41	\$ -	\$ -	\$ -	\$ -	\$ -
7920	Meals for Staff Training	\$ 187.42	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Services and Supplies		\$ 1,744,578.80	\$ 1,598,483.00	\$ 1,695,345.00	\$ 1,695,345.00	\$ 1,695,345.00	\$ 1,695,345.00
Capital							
8400	Capital	\$ -	\$ -	\$ 341,000.00	\$ 561,000.00	\$ 561,000.00	\$ 561,000.00
8420	Equip/Facility Replacement	\$ 33,880.88	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
8422	Sr/Community Rec Facility	\$ 7,270.00	\$ -	\$ -	\$ -	\$ -	\$ -
8456	Mtr Enclosur-Encnt,Fhill,Adolf	\$ 7,872.15	\$ -	\$ -	\$ -	\$ -	\$ -
8458	Pitts Ranch Park Pavilion	\$ 29,256.49	\$ -	\$ -	\$ -	\$ -	\$ -
8463	LPA Architects-CC/Gym/Sr Ctr	\$ 50,760.16	\$ -	\$ -	\$ -	\$ -	\$ -

**Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Parks (410)**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
8464	Arneil Ranch Park Renovation	\$ 30,779.13	\$ -	\$ -	\$ -	\$ -	\$ -
8465	Lamps/Pole Replacement at M.O.	\$ 12,538.62	\$ -	\$ -	\$ -	\$ -	\$ -
8466	L.E.D. Light Springville Tennis	\$ 16,845.63	\$ -	\$ -	\$ -	\$ -	\$ -
8467	Charter Oaks Irrigation-Trees	\$ 4,360.58	\$ -	\$ -	\$ -	\$ -	\$ -
8468	Community Center Marquee	\$ 41,447.61	\$ 8,552.39	\$ -	\$ -	\$ -	\$ -
8470	PVAC Pool Heater	\$ 23,930.00	\$ -	\$ -	\$ -	\$ -	\$ -
8471	Cam Grove Play Equipment	\$ 33,270.80	\$ -	\$ -	\$ -	\$ -	\$ -
8472	Freedom Park Parking Lot & Skyway	\$ 239,671.66	\$ -	\$ -	\$ -	\$ -	\$ -
8473	P.V. Fields Painting II	\$ 13,690.00	\$ -	\$ -	\$ -	\$ -	\$ -
8475	Turf Grinder	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
8476	Pitts Ranch BB Crt Repaint	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -
8477	PV Fields Painting West End	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
8481	HVAC Administration Bldg	\$ -	\$ 14,520.00	\$ -	\$ -	\$ -	\$ -
8482	HVAC for Room #6	\$ -	\$ 11,965.00	\$ -	\$ -	\$ -	\$ -
Capital		\$ 545,573.71	\$ 103,037.39	\$ 376,000.00	\$ 596,000.00	\$ 596,000.00	\$ 596,000.00
Revenue Total		\$ (568,391.11)	\$ (439,174.00)	\$ (346,333.00)	\$ (346,333.00)	\$ (346,333.00)	\$ (346,333.00)
Expense Total		\$ 3,474,475.63	\$ 3,368,650.00	\$ 3,508,057.00	\$ 3,665,960.00	\$ 3,665,960.00	\$ 3,665,960.00
Grand Total		\$ 2,906,084.52	\$ 2,929,476.00	\$ 3,161,724.00	\$ 3,319,627.00	\$ 3,319,627.00	\$ 3,319,627.00
Expense and Capital		\$ 4,020,049.34	\$ 3,471,687.39	\$ 3,884,057.00	\$ 4,261,960.00	\$ 4,261,960.00	\$ 4,261,960.00

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Rec Admin/Marketing/Special Events (503)

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5510	Contract Classes-Public Fees	\$ (52.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5511	Public Fees	\$ (27,684.64)	\$ -	\$ (27,795.00)	\$ (27,795.00)	\$ (27,795.00)	\$ (27,795.00)
5555	Activity Guide Revenue	\$ (25,010.00)	\$ -	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)
5558	Sponsorships/Donations	\$ (4,950.00)	\$ -	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)
5563	Staffing Cost Recovery	\$ (12,761.81)	\$ -	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)	\$ (1,250.00)
5564	Special Event Permits	\$ (403.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5570	Contributions	\$ (23,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5573	Grants	\$ (24.65)	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (225.00)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (94,611.10)	\$ -	\$ (40,045.00)	\$ (40,045.00)	\$ (40,045.00)	\$ (40,045.00)
Personnel							
6100	Full Time Salaries	\$ 242,663.37	\$ 201,280.00	\$ 197,996.00	\$ 197,996.00	\$ 197,996.00	\$ 197,996.00
6101	Overtime Salaries	\$ 2,775.93	\$ -	\$ -	\$ -	\$ -	\$ -
6105	Car Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 1,158.00	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00
6110	Part-Time Salaries	\$ 35,252.73	\$ -	\$ 13,130.00	\$ 13,130.00	\$ 13,130.00	\$ 13,130.00
6120	Retirement	\$ 36,253.08	\$ 34,746.00	\$ 30,425.00	\$ 30,425.00	\$ 30,425.00	\$ 30,425.00
6121	457 Pension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 22,561.46	\$ 10,106.00	\$ 14,663.00	\$ 14,663.00	\$ 14,663.00	\$ 14,663.00
6140	Workers Compensation	\$ 5,868.91	\$ 195.00	\$ 5,363.00	\$ 5,363.00	\$ 5,363.00	\$ 5,363.00
6150	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6160	Loan - Pension Obligation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6161	OPEB Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6170	PERS Unfunded Liability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel		\$ 346,533.48	\$ 247,107.00	\$ 262,357.00	\$ 262,357.00	\$ 262,357.00	\$ 262,357.00
Services and Supplies							
6330	Kitchen Supplies	\$ 107.52	\$ -	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
6340	Food Supplies	\$ 2,099.14	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6360	Laundry/Wash Service	\$ 181.00	\$ 300.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00
6810	Memberships	\$ 175.00	\$ -	\$ -	\$ -	\$ -	\$ -
6910	Office Supplies	\$ 3,505.38	\$ 550.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
6920	Postage Expense	\$ 10,403.14	\$ -	\$ 11,200.00	\$ 11,200.00	\$ 11,200.00	\$ 11,200.00
6930	Advertising Expense	\$ 1,860.90	\$ -	\$ -	\$ -	\$ -	\$ -
7020	Fire & Safety Insp Fees	\$ 302.36	\$ -	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
7030	Permit & Licensing Fees	\$ -	\$ 150.00	\$ 2,850.00	\$ 2,850.00	\$ 2,850.00	\$ 2,850.00
7100	Professional Services	\$ 2,300.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7115	Typeset and Print Services	\$ 27,804.57	\$ -	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
7140	Medical & Health Svcs (HR)	\$ 1,850.00	\$ -	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
7150	Security Services	\$ 250.00	\$ -	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00
7160	Entertainment Services	\$ 420.00	\$ -	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
7180	Business Services	\$ 6,521.77	\$ -	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00
7310	Rents & Leases - Equip	\$ 5,220.87	\$ -	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
7320	Bldg/Field Leases & Rental	\$ 60.00	\$ -	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
7420	Supplies	\$ 9,815.22	\$ -	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00
7510	Safety Supplies	\$ 96.50	\$ -	\$ -	\$ -	\$ -	\$ -
7610	Uniform Allowance	\$ 4,337.19	\$ -	\$ 560.00	\$ 1,560.00	\$ 1,560.00	\$ 1,560.00
7700	Transportation and Travel	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
7710	Conference&Seminar Staff	\$ 8,210.83	\$ -	\$ 7,670.00	\$ 7,670.00	\$ 7,670.00	\$ 7,670.00
7720	Conference&Seminar Travel Exp	\$ 3,248.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
7730	Private Vehicle Mileage	\$ 247.66	\$ 708.00	\$ 1,416.00	\$ 1,416.00	\$ 1,416.00	\$ 1,416.00
7910	Awards and Certificates	\$ 1,430.62	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
8112	Sponsorship Refund 2020	\$ 18,298.90	\$ -	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 108,746.57	\$ 1,708.00	\$ 103,856.00	\$ 104,856.00	\$ 104,856.00	\$ 104,856.00
Revenue Total		\$ (94,611.10)	\$ -	\$ (40,045.00)	\$ (40,045.00)	\$ (40,045.00)	\$ (40,045.00)
Expense Total		\$ 455,280.05	\$ 248,815.00	\$ 366,213.00	\$ 367,213.00	\$ 367,213.00	\$ 367,213.00
Grand Total		\$ 360,668.95	\$ 248,815.00	\$ 326,168.00	\$ 327,168.00	\$ 327,168.00	\$ 327,168.00

**Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Administration (505)**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5565	Gain/(Loss) LAIF Investments	\$ 11,561.08	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (33,171.74)	\$ (4,957.00)	\$ (37,955.00)	\$ (37,955.00)	\$ (37,955.00)	\$ (37,955.00)
5576	Credit Card Processing Fee	\$ (726.03)	\$ -	\$ -	\$ -	\$ -	\$ -
5580	Cash Over/Under	\$ (146.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5590	CARES ACT Reimb SUI	\$ (8,978.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5605	Reimb-Needs Assessment/LPA	\$ (75,482.17)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (106,942.86)	\$ (4,957.00)	\$ (37,955.00)	\$ (37,955.00)	\$ (37,955.00)	\$ (37,955.00)
Personnel							
6100	Full Time Salaries	\$ 672,144.04	\$ 675,072.00	\$ 710,845.00	\$ 710,845.00	\$ 769,334.00	\$ 769,334.00
6101	Overtime Salaries	\$ 2,720.28	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
6105	Car Allowance	\$ 5,999.76	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
6108	Cell Phone Allowance	\$ 3,068.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 3,705.00	\$ 3,705.00
6110	Part-Time Salaries	\$ 23,133.04	\$ 37,800.00	\$ 33,075.00	\$ 33,075.00	\$ 33,075.00	\$ 33,075.00
6120	Retirement	\$ 104,625.87	\$ 112,904.00	\$ 118,693.00	\$ 118,693.00	\$ 127,645.00	\$ 127,645.00
6121	457 Pension	\$ -	\$ 7,445.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
6125	Deferred Compensation	\$ -	\$ 4,615.00	\$ 4,752.00	\$ 4,752.00	\$ 4,752.00	\$ 4,752.00
6130	Employee Insurance	\$ 73,009.59	\$ 84,193.00	\$ 97,133.00	\$ 97,133.00	\$ 111,783.00	\$ 111,783.00
6140	Workers Compensation	\$ 6,139.79	\$ 7,098.00	\$ 7,561.00	\$ 7,561.00	\$ 7,824.00	\$ 7,824.00
6150	Unemployment Insurance	\$ 9,611.00	\$ 53,400.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
6160	Loan - Pension Obligation	\$ 11,848.86	\$ 256,742.00	\$ 264,218.00	\$ 264,218.00	\$ 264,218.00	\$ 264,218.00
6170	PERS Unfunded Liability	\$ 349,318.00	\$ 434,065.00	\$ 516,970.00	\$ 516,970.00	\$ 516,970.00	\$ 516,970.00
Personnel		\$ 1,261,618.23	\$ 1,684,954.00	\$ 1,811,867.00	\$ 1,811,867.00	\$ 1,894,806.00	\$ 1,894,806.00
Services and Supplies							
6210	Telephone/Internet	\$ 17,195.13	\$ 14,316.00	\$ 18,728.00	\$ 18,728.00	\$ 18,728.00	\$ 18,728.00
6220	Internet Services	\$ 35,879.07	\$ 27,135.00	\$ 36,862.00	\$ 36,862.00	\$ 36,862.00	\$ 36,862.00
6230	IT Infrastructure	\$ 1,068.20	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6240	Computer Hardware/Software	\$ 12,096.85	\$ 10,040.00	\$ 12,050.00	\$ 12,050.00	\$ 12,050.00	\$ 12,050.00
6321	COVID - Supplies	\$ 2,620.25	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
6350	Water Maint & Service	\$ 877.16	\$ 759.00	\$ 785.00	\$ 785.00	\$ 785.00	\$ 785.00
6410	Insurance Liability	\$ 142,201.00	\$ 209,311.00	\$ 228,892.00	\$ 228,892.00	\$ 228,892.00	\$ 228,892.00
6725	Park Signage (Branding)	\$ 6,895.75	\$ -	\$ -	\$ -	\$ -	\$ -
6727	Fee Schedule	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,397.00
6810	Memberships	\$ 12,194.00	\$ 13,021.00	\$ 13,740.00	\$ 13,740.00	\$ 13,740.00	\$ 13,740.00
6910	Office Supplies	\$ 9,246.18	\$ 15,075.00	\$ 11,159.00	\$ 11,159.00	\$ 11,159.00	\$ 11,159.00
6920	Postage Expense	\$ 2,132.52	\$ 2,250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
6930	Advertising Expense	\$ 1,005.00	\$ 1,740.00	\$ 1,740.00	\$ 1,740.00	\$ 1,740.00	\$ 1,740.00
6940	Printing Charges	\$ 12,054.42	\$ 12,438.00	\$ 13,223.00	\$ 13,223.00	\$ 13,223.00	\$ 13,223.00
6950	ActiveNet Charges	\$ 40,734.09	\$ 52,542.00	\$ 47,732.00	\$ 47,732.00	\$ 47,732.00	\$ 47,732.00
6960	Approp Redev/Collection Fees	\$ 541,195.76	\$ 481,576.00	\$ 545,454.00	\$ 545,454.00	\$ 545,454.00	\$ 545,454.00
6980	Minor Furn Fixture & Equip	\$ 1,122.61	\$ 1,134.00	\$ 1,137.00	\$ 1,137.00	\$ 1,137.00	\$ 1,137.00
6990	Comp Hardware/Software Exp	\$ 14.99	\$ -	\$ -	\$ -	\$ -	\$ -
7010	Fingerprint Fees (HR)	\$ 1,275.00	\$ 2,060.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00
7100	Professional Services	\$ 1,084.13	\$ 7,000.00	\$ 67,224.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00
7110	Legal Services	\$ 92,445.94	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
7120	Instructor Services	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
7125	PERS Admin Fees	\$ 2,048.02	\$ 2,110.00	\$ 2,128.00	\$ 2,128.00	\$ 2,128.00	\$ 2,128.00
7130	Audit Services	\$ 14,260.00	\$ 20,175.00	\$ 20,275.00	\$ 20,275.00	\$ 20,275.00	\$ 20,275.00
7140	Medical & Health Svcs (HR)	\$ 2,552.50	\$ 4,000.00	\$ 4,920.00	\$ 4,920.00	\$ 4,920.00	\$ 4,920.00
7150	Security Services	\$ 4,634.96	\$ 2,700.00	\$ 2,747.00	\$ 2,747.00	\$ 2,747.00	\$ 2,747.00
7180	Business Services	\$ 54,130.62	\$ 82,814.00	\$ 59,440.00	\$ 59,440.00	\$ 59,440.00	\$ 59,440.00
7210	Subscriptions	\$ 1,312.61	\$ 3,044.00	\$ 3,068.00	\$ 3,068.00	\$ 3,068.00	\$ 3,068.00
7460	Training Supplies	\$ 554.36	\$ 600.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
7510	Safety Supplies	\$ 487.37	\$ 760.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
7610	Uniform Allowance	\$ -	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7710	Conferehce&Seminar Staff	\$ 7,885.00	\$ 5,114.00	\$ 13,026.00	\$ 13,026.00	\$ 13,026.00	\$ 13,026.00
7715	Conference&Seminar Board	\$ 545.00	\$ 2,575.00	\$ 4,450.00	\$ 4,450.00	\$ 4,450.00	\$ 4,450.00
7720	Conference&Seminar Travel Exp	\$ 2,827.56	\$ 2,071.00	\$ 6,244.00	\$ 6,244.00	\$ 6,244.00	\$ 6,244.00
7725	Out of Town Travel Board	\$ 846.72	\$ 3,231.00	\$ 2,420.00	\$ 2,420.00	\$ 2,420.00	\$ 2,420.00
7730	Private Vehicle Mileage	\$ 558.96	\$ 901.00	\$ 901.00	\$ 901.00	\$ 901.00	\$ 901.00
7910	Awards and Certificates	\$ 670.85	\$ 910.00	\$ 530.00	\$ 530.00	\$ 530.00	\$ 530.00
7920	Meals for Staff Training	\$ 2,277.38	\$ 3,060.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
7930	Employee Morale	\$ 1,145.72	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
7970	Reserve Vehicle Fleet	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
7971	Reserve Computer Fleet	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
7973	Reserve Dry Period	\$ 90,000.00	\$ -	\$ 36,645.00	\$ 36,645.00	\$ 36,645.00	\$ 36,645.00
7975	Reserve Repair/Oper/Admin	\$ 20,000.00	\$ 150,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
8112	Admin Fee/CC Refund 2020	\$ 3,721.06	\$ 560.00	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 1,158,796.74	\$ 1,232,872.00	\$ 1,321,860.00	\$ 1,323,636.00	\$ 1,323,636.00	\$ 1,340,033.00
Capital							
8400	Capital	\$ -	\$ -	\$ 92,880.00	\$ 92,880.00	\$ 82,880.00	\$ 82,880.00
8474	Switches and Servers	\$ -	\$ 30,772.00	\$ -	\$ -	\$ -	\$ -
Capital		\$ -	\$ 30,772.00	\$ 92,880.00	\$ 92,880.00	\$ 82,880.00	\$ 82,880.00
Revenue Total		\$ (106,942.86)	\$ (4,957.00)	\$ (37,955.00)	\$ (37,955.00)	\$ (37,955.00)	\$ (37,955.00)
Expense Total		\$ 2,420,414.97	\$ 2,917,826.00	\$ 3,133,727.00	\$ 3,135,503.00	\$ 3,218,442.00	\$ 3,234,839.00
Grand Total		\$ 2,313,472.11	\$ 2,912,869.00	\$ 3,095,772.00	\$ 3,097,548.00	\$ 3,180,487.00	\$ 3,196,884.00
Expense and Capital		\$ 2,420,414.97	\$ 2,948,598.00	\$ 3,226,607.00	\$ 3,228,383.00	\$ 3,301,322.00	\$ 3,317,719.00

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Grants (520)

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5563	Staffing Cost Recovery	\$ -	\$ -	\$ (18,000.00)	\$ (18,000.00)	\$ (18,000.00)	\$ (18,000.00)
5573	Grants	\$ (3,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (3,000.00)	\$ -	\$ (18,000.00)	\$ (18,000.00)	\$ (18,000.00)	\$ (18,000.00)
Personnel Expense							
6100	Full Time Salaries	\$ 12,575.53	\$ 21,864.00	\$ 23,459.00	\$ 23,459.00	\$ 23,954.00	\$ 23,954.00
6108	Cell Phone	\$ -	\$ -	\$ -	\$ -	\$ 195.00	\$ 195.00
6110	Part-Time Salaries	\$ 256.00	\$ -	\$ 1,740.00	\$ 1,740.00	\$ 1,740.00	\$ 1,740.00
6120	Retirement	\$ 1,820.94	\$ 3,363.00	\$ 3,575.00	\$ 3,575.00	\$ 3,664.00	\$ 3,664.00
6130	Employee Insurance	\$ 312.73	\$ 1,444.00	\$ 4,801.00	\$ 5,570.00	\$ 5,652.00	\$ 5,652.00
6140	Workers Compensation	\$ 252.06	\$ 526.00	\$ 640.00	\$ 640.00	\$ 274.00	\$ 274.00
Personnel		\$ 15,217.26	\$ 27,197.00	\$ 34,215.00	\$ 34,984.00	\$ 35,479.00	\$ 35,479.00
Services and Supplies							
6340	Food Supplies	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
6930	Advertising Expense	\$ -	\$ 4,500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
7030	Permit & Licensing Fees	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
7120	Instructor Services	\$ 375.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
7160	Entertainment Services	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
7180	Business Services	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
7310	Rents & Leases - Equip	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
7410	Event Supplies	\$ 3,339.96	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00
7610	Uniform Allowance	\$ 1,147.51	\$ -	\$ -	\$ -	\$ -	\$ -
7730	Private Vehicle Mileage	\$ -	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Services and Supplies		\$ 4,862.47	\$ 9,995.00	\$ 7,245.00	\$ 7,245.00	\$ 7,245.00	\$ 7,245.00
Revenue Total		\$ (3,000.00)	\$ -	\$ (18,000.00)	\$ (18,000.00)	\$ (18,000.00)	\$ (18,000.00)
Expense Total		\$ 20,079.73	\$ 37,192.00	\$ 41,460.00	\$ 42,229.00	\$ 42,724.00	\$ 42,724.00
Grand Total		\$ 17,079.73	\$ 37,192.00	\$ 23,460.00	\$ 24,229.00	\$ 24,724.00	\$ 24,724.00

**Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Assessment District (470) Fund 20**

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Proposed 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5110	Tax Apport - Cur Year Secured	\$ (19,298.78)	\$ -	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport - Prior Year Sec	\$ (283.45)	\$ -	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ (1,112.08)	\$ (500.00)	\$ (238.00)	\$ (238.00)	\$ (238.00)	\$ (238.00)
5320	MBS Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5400	Park Dedication Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5460	Dividends - CAPRI Prior Years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5500	Assessment Revenue	\$ (1,132,490.14)	\$ (1,184,957.00)	\$ (1,209,566.00)	\$ (1,209,566.00)	\$ (1,209,566.00)	\$ (1,209,566.00)
Revenue		\$ (1,153,184.45)	\$ (1,185,457.00)	\$ (1,209,804.00)	\$ (1,209,804.00)	\$ (1,209,804.00)	\$ (1,209,804.00)
Personnel							
6100	Full Time Salaries	\$ 21,304.88	\$ 18,262.00	\$ 20,831.00	\$ 20,831.00	\$ 20,831.00	\$ 20,831.00
6108	Cell Phone Allowance	\$ -	\$ -	\$ 178.00	\$ 178.00	\$ 178.00	\$ 178.00
6120	Retirement	\$ 3,881.80	\$ 3,130.00	\$ 3,568.00	\$ 3,568.00	\$ 3,568.00	\$ 3,568.00
6130	Employee Insurance	\$ 3,100.63	\$ 3,606.00	\$ 3,749.00	\$ 3,749.00	\$ 3,749.00	\$ 3,749.00
6140	Workers Compensation	\$ 3,281.24	\$ 1,753.00	\$ 2,483.00	\$ 2,483.00	\$ 2,483.00	\$ 2,483.00
Personnel		\$ 31,568.55	\$ 26,751.00	\$ 30,809.00	\$ 30,809.00	\$ 30,809.00	\$ 30,809.00
Services and Supplies							
6709	Incidental Costs - Assess	\$ 18,414.72	\$ 34,256.00	\$ 19,444.00	\$ 19,444.00	\$ 19,444.00	\$ 19,444.00
6710	Grounds Maintenance	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
6719	Tree Care	\$ 46,625.00	\$ 67,500.00	\$ 67,500.00	\$ 67,500.00	\$ 67,500.00	\$ 67,500.00
6720	Contracted LS Services	\$ 494,186.43	\$ 505,036.00	\$ 465,913.00	\$ 465,913.00	\$ 465,913.00	\$ 465,913.00
6722	Park Amenities - Assess	\$ 14,122.56	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00
6950	ActiveNet Charges	\$ -	\$ 60.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
6960	Approp Redev/Collection Fees	\$ 1,614.95	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
7950	COP Debt - PV Fields	\$ 242,434.38	\$ 525,560.00	\$ 529,760.00	\$ 529,760.00	\$ 529,760.00	\$ 529,760.00
8200	Land Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8300	Structures & Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8400	Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8401	LWCF Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8402	NRPA Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8420	Equip/Facility Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 817,398.04	\$ 1,152,912.00	\$ 1,118,687.00	\$ 1,118,687.00	\$ 1,118,687.00	\$ 1,118,687.00
Revenue Total		\$ (1,153,184.45)	\$ (1,185,457.00)	\$ (1,209,804.00)	\$ (1,209,804.00)	\$ (1,209,804.00)	\$ (1,209,804.00)
Expense Total		\$ 848,966.59	\$ 1,179,663.00	\$ 1,149,496.00	\$ 1,149,496.00	\$ 1,149,496.00	\$ 1,149,496.00
Grand Total		\$ (304,217.86)	\$ (5,794.00)	\$ (60,308.00)	\$ (60,308.00)	\$ (60,308.00)	\$ (60,308.00)

Pleasant Valley Recreation & Park District

FY2021-2022 Budget

Quimby Funds (480) Fund 30

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested 4/24/2021	Requested 5/12/2021	Approved 6/2/2021	Adopted 7/7/2021
Revenue							
5310	Interest Earnings	\$ (122,044.52)	\$ (38,800.00)	\$ (35,013.00)	\$ (35,013.00)	\$ (35,013.00)	\$ (35,013.00)
5320	MBS Interest Earnings	\$ (9,670.14)	\$ -	\$ -	\$ -	\$ -	\$ -
5400	Park Dedication Fees	\$ (1,356,700.46)	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue		\$ (1,488,415.12)	\$ (38,800.00)	\$ (35,013.00)	\$ (35,013.00)	\$ (35,013.00)	\$ (35,013.00)
Services and Supplies							
6930	Advertising Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6950	ActiveNet Charges	\$ 119.00	\$ -	\$ -	\$ -	\$ -	\$ -
8111	Refunds	\$ 238,883.01	\$ -	\$ -	\$ -	\$ -	\$ -
Services and Supplies		\$ 239,002.01	\$ -	\$ -	\$ -	\$ -	\$ -
Capital							
8400	Capital	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00
8444	Valle Lindo Restroom/Pavilion	\$ 342,732.61	\$ -	\$ -	\$ -	\$ -	\$ -
8459	Freedom Baseball Fields	\$ 41,232.23	\$ -	\$ -	\$ -	\$ -	\$ -
8460	Mel Vincent Park Restrooms	\$ 59,438.15	\$ -	\$ -	\$ -	\$ -	\$ -
8464	Arnell Ranch Park Renovation	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -
8469	PVAC Restroom & Shower	\$ 612,087.61	\$ 84,401.39	\$ -	\$ -	\$ -	\$ -
8475	Turf Grinder	\$ 91.97	\$ -	\$ -	\$ -	\$ -	\$ -
8478	Fertilizer Injector System	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -
8480	Community Center Kitchen	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -
Capital		\$ 1,055,582.57	\$ 1,494,401.39	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00
Revenue Total		\$ (1,488,415.12)	\$ (38,800.00)	\$ (35,013.00)	\$ (35,013.00)	\$ (35,013.00)	\$ (35,013.00)
Expense Total		\$ 239,002.01	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total		\$ (1,249,413.11)	\$ (38,800.00)	\$ (35,013.00)	\$ (35,013.00)	\$ (35,013.00)	\$ (35,013.00)
Expense and Capital		\$ 1,294,584.58	\$ 1,494,401.39	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00

RESOLUTION NO. 683

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
ADOPTING THE 2021-2022 FISCAL YEAR BUDGETS**

WHEREAS, the Board of Directors of the Pleasant Valley Recreation and Park District (“District”) has reviewed and adopted the draft budgets for Fiscal Year 2021-2022;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED, AND ORDERED by the District Board of Directors as follows:

1. That the budget document which is on file with the Secretary of the Board be adopted as the final operating and capital budget for the District for the Fiscal Year 2021-2022.
2. That the amounts designated in the final Fiscal Year 2021-2022 budgets are hereby appropriated and may be expended by the departments or funds for which they are designated, and such appropriation shall be neither increased nor decreased excepted herein.
3. That the following controls are hereby placed on the use and transfer of budgeted funds:
 - a. The General Manager is responsible for keeping expenditures within budget allocations for positions, salaries, operational expenses, and capital expenditures and may adopt budget policies as necessary to carry out that responsibility. No expenditure of funds shall be authorized unless sufficient funds have been appropriated by the Board or General Manager as described herein.
 - b. The Board must authorize any increase in the overall operating budget, capital budget, salary budget, and number of authorized regular personnel positions above the level identified in the final budget. The General Manager may authorize the hiring of temporary or part-time staff as necessary, within the limits imposed by the available funds in the budget.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of July 2021 by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Mark Malloy, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Elaine Magner, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

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

DATE: July 7, 2021

SUBJECT: CONSIDERATION AND APPROVAL OF THE FULL-TIME AND PART-TIME YEAR-ROUND SALARY SCHEDULE

BACKGROUND

The Salary Schedule is utilized by staff when hiring as well as using it as a guide when awarding merit increases to staff. The schedule is typically updated when job classifications are added or changed, there is an adjustment made in minimum wage, or when the Board awards a COLA.

ANALYSIS

The 2021/2022 budget that was presented to the Board of Directors in April and again in May included the 2% deferred COLA for SEIU Local 721 members as well as a 2% COLA for non-represented employees.

FISCAL IMPACT

If the proposed FY 2021/2022 Budget is adopted on July 2, 2021 by the Board of Directors, the fiscal impact for the 21/22 would be \$53,206.00.

RECOMMENDATION

Staff recommends that the Board consider and approve the updated 2021/2022 Salary Schedule which includes the 2% COLA for both represented and non-represented employees.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 5.1: Position the District to attract and retain high-quality employees.

ATTACHMENTS

- 1) FY 2021/2022 Salary Schedule (1 page)



FULL TIME/PART TIME YEAR ROUND CLASSIFICATIONS AND SALARY RANGES

	2020/2021 Rates		2021/2022 Rates w/2% COLA	
	Bi-Weekly Hourly	Bi-Weekly Hourly	Bi-Weekly Hourly	Bi-Weekly Hourly
GENERAL MANAGER (Contract Employee)	\$5,743.29	\$6,464.12		
	\$71.79	\$80.80		
ADMINISTRATIVE SERVICES MANAGER	\$3,152.41	\$4,005.11	\$3,215.86	\$4,084.90
	\$39.41	\$50.06	\$40.20	\$51.06
ADMINISTRATIVE ANALYST	\$2,604.19	\$3,310.51	\$2,656.08	\$3,376.61
	\$32.55	\$41.38	\$33.20	\$42.21
DEVELOPMENT ANALYST	\$2,604.19	\$3,310.51	\$2,656.08	\$3,376.61
	\$32.55	\$41.38	\$33.20	\$42.21
HUMAN RESOURCES SPECIALIST	\$1,996.74	\$2,536.91	\$2,036.74	\$2,587.54
	\$24.96	\$31.71	\$25.46	\$32.34
ACCOUNTING SPECIALIST	\$1,996.74	\$2,536.91	\$2,036.74	\$2,587.54
	\$24.96	\$31.71	\$25.46	\$32.34
CUSTOMER SERVICE REP LEAD WORKER	\$1,776.80	\$2,257.60	\$1,812.34	\$2,302.75
	\$22.21	\$28.22	\$22.65	\$28.78
CUSTOMER SERVICE REPRESENTATIVE I	\$1,469.60	\$1,867.20	\$1,498.99	\$1,904.54
	\$18.37	\$23.34	\$18.74	\$23.81
CUSTOMER SERVICE REPRESENTATIVE II	\$1,616.00	\$2,053.60	\$1,648.32	\$2,094.67
	\$20.20	\$25.67	\$20.60	\$26.18
RECREATION SERVICES MANAGER	\$3,152.41	\$4,005.11	\$3,215.86	\$4,084.90
	\$39.41	\$50.06	\$40.20	\$51.06
RECREATION SUPERVISOR	\$2,603.86	\$3,310.14	\$2,656.08	\$3,376.61
	\$32.55	\$41.38	\$33.20	\$42.21
RECREATION COORDINATOR	\$2,172.73	\$2,759.72	\$2,216.26	\$2,815.20
	\$27.16	\$34.50	\$27.70	\$35.19
MARKETING SPECIALIST	\$1,628.72	\$2,068.91	\$1,661.38	\$2,110.18
	\$20.36	\$25.86	\$20.77	\$26.38
RECREATION SPECIALIST	\$1,469.04	\$2,068.91	\$1,498.18	\$2,110.18
	\$18.36	\$25.86	\$18.73	\$26.38
AQUATIC SPECIALIST	\$1,469.04	\$2,068.91	\$1,498.18	\$2,110.18
	\$18.36	\$25.86	\$18.73	\$26.38
PARK SERVICES MANAGER	\$3,152.41	\$4,005.11	\$3,215.86	\$4,084.90
	\$39.41	\$50.06	\$40.20	\$51.06
PARK SUPERVISOR	\$2,604.19	\$3,310.51	\$2,656.08	\$3,376.61
	\$32.55	\$41.38	\$33.20	\$42.21
PARK MAINTENANCE LEAD WORKER	\$2,212.80	\$2,811.20	\$2,257.06	\$2,867.42
	\$27.66	\$35.14	\$28.21	\$35.84
LEAD PARK RANGER	\$2,212.80	\$2,811.20	\$2,257.06	\$2,867.42
	\$27.66	\$35.14	\$28.21	\$35.84
MECHANIC	\$2,212.80	\$2,811.20	\$2,257.06	\$2,867.42
	\$27.66	\$35.14	\$28.21	\$35.84
IRRIGATION SPECIALIST	\$2,212.80	\$2,811.20	\$2,257.06	\$2,867.42
	\$27.66	\$35.14	\$28.21	\$35.84
GROUNDS/FACILITIES I	\$1,664.00	\$2,115.20	\$1,697.28	\$2,157.50
	\$20.80	\$26.44	\$21.22	\$26.97
GROUNDS/FACILITIES II	\$1,912.80	\$2,431.20	\$1,951.06	\$2,479.82
	\$23.91	\$30.39	\$24.39	\$31.00

**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: July 7, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF THE 2021/2022
POSITION ALLOCATION REPORT**

SUMMARY

The Position Allocation report is used to verify which positions have been funded for a specific fiscal year. This spreadsheet is updated at each budget cycle to assist both the Board and staff in determining which positions are available.

BACKGROUND

Beginning July 2015, the Board began approving Position Allocation reports, and staff has subsequently been bringing these reports to the Board each fiscal year. The Board approved the following allocations for the 2020/2021 Fiscal Year:

- 1) Administration
 - a. 8 – Full Time
 - b. 1 – Year-Round Part-Time
- 2) Parks
 - a. 23 – Full Time
 - b. 1 – Year-Round Part-Time
- 3) Recreation
 - a. 7 – Full Time
 - b. 2 – Year-Round Part-Time

The Board approved the following allocations for the 2019/2020 Fiscal Year:

- 1) Administration
 - a. 8 – Full Time
 - b. 1 – Year-Round Part-Time
- 2) Parks
 - a. 22 – Full Time
 - b. 2 – Year-Round Part-Time
- 3) Recreation
 - a. 7 – Full Time
 - b. 1 – Year-Round Part-Time

ANALYSIS

In early 2015 staff began looking at the District's job descriptions and at that time staff noticed there might be room for additional classifications and a potential need for reclassifications. In 2016 the Human Resources Specialist along with the General Manager began analyzing current positions with the duties assigned to those employees in various classifications to ensure employees were classified correctly.

This year, District management has identified the need for the following:

- Change in status of one part-time year-round Recreation Specialist to a full-time classification.
- Reclassification of one Recreation Coordinator to Development Analyst
- Addition of one Limited Term PTYR Recreation Specialist to assist with Food Share as it will be funded by the Community Development Block Grant (CDBG).

FISCAL IMPACT

In May of 2021 the budget was presented to the Board for a final review prior to the adoption in July. With that review the Board agreed to change the status of one Recreation Specialist from Part Time Year-Round to Full Time, which had a total impact of \$11,600. In addition, the Board agreed to the reclassification of the Recreation Coordinator to Development Analyst which will cost \$6,440 and also the addition of a PTYR Recreation Specialist. The new PTYR Recreation Specialist will cost \$15,200 as the remainder of the position will be paid through a grant.

RECOMMENDATION

It is recommended the Board of Directors consider and approve the updated Position Allocation report.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 5.1: Position the District to attract and retain high-quality employees.

Meets 2021 Strategic Plan Goal 5.4: Create and implement a workforce succession plan to ensure the continued performance and operations of the Pleasant Valley Recreation & Park District.

ATTACHMENTS

- 1) 2021/2022 Position Allocation Report (1 page)

PVRPD Position Allocations

<u>No. of Positions</u>	<u>FY 2021-22</u>	<u>No. of Part Time Year Round</u>
10	ADMINISTRATION	0
21	PARKS	1
7	RECREATION	2
38	TOTAL POSITIONS	3

<u>Description</u>
21 SEIU
16 OTHER

<u>No. of Positions</u>	<u>Vacant</u>	<u>Frozen</u>	<u>ADMINISTRATION (500)</u>	<u>No. of Part Time Year Round</u>	<u>Vacant</u>	<u>Frozen</u>
1			General Manager			
1			Administrative Services Manager			
1			Accounting Specialist			
1			Human Resources Specialist			
2	1		Administrative Analyst			
1			Development Analyst			
1			Customer Service Representative Lead			
1			Customer Service Representative II			
1			Customer Service Representative I			
10	1	0	TOTAL ADMINISTRATION	0	0	0

<u>No. of Positions</u>	<u>Vacant</u>	<u>Frozen</u>	<u>PARKS (400)</u>	<u>No. of Part Time Year Round</u>	<u>Vacant</u>	<u>Frozen</u>
1			Park Services Manager			
2			Park Supervisor			
3			Park Maintenance Lead Worker			
0	1		Mechanic (Underfilled)			
1			Irrigation Specialist			
4	1		Grounds/Facilities II			
10	1		Grounds/Facilities I			
0			Lead Park Ranger (Underfilled)	1	1	
21	3	1	TOTAL PARKS	1	1	0

<u>No. of Positions</u>	<u>Vacant</u>	<u>Frozen</u>	<u>RECREATION (300)</u>	<u>No. of Part Time Year Round</u>	<u>Vacant</u>	<u>Frozen</u>
1			Recreation Services Manager			
1			Recreation Supervisor			
1			Aquatic Supervisor			
3			Recreation Specialist	2	1	1
1			Marketing Specialist			
7	0	0	TOTAL RECREATION	2	1	1

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Brandon Lopez, Park Supervisor

DATE: July 7, 2021

**SUBJECT: CONSIDERATION AND APPROVAL TO REJECT ALL
BIDS FOR THE REMODELING OF THE COMMUNITY
CENTER KITCHEN**

SUMMARY

During the development of the 2020-2021 budget process, staff presented a list of Capital and Quimby Improvement projects. This particular item is for the Community Center Kitchen Expansion/Redevelopment Project. The kitchen has had little improvements since 1969. Staff has been working with Lauterbach & Associates, Architects Inc for the design and construction plans for the kitchen remodel. At the May 5, 2021 Board meeting, the District Board approved a Request for Proposals for the remodeling of the Community Center Kitchen. Construction bids were submitted on Monday, June 14, 2021. At this time, staff is recommending the District Board reject all bids.

BACKGROUND

As the District continues to improve our facilities and expand on our programs, the Community Center Kitchen has been identified as a facility where we can expand upon our offerings with programming and rentals.

The existing design of the building consists of two ovens, cooktops, two refrigerators, an ice machine, double-sinks and a dishwasher which has been red tagged. The revised drawings will consist of a more functional layout with storage, new appliances, and items to include the potential for a cooking and teaching kitchen with cameras and monitors and possibly a dishwasher (this depends on the County requirements). The existing hood ventilator system will remain, and energy efficient lighting will be added. All new flooring will be installed along with a fresh coat of paint.

At the May 5, 2021 Board meeting, the Board approved a request for proposal for a construction contractor for the remodeling of the Community Center Kitchen. Staff had hoped to award the construction bid at the July 7, 2021 Board meeting. This would allow the project to begin July 26, 2021.

ANALYSIS

Staff held a mandatory job walk on April 27, 2021. Five (5) contractors attended the job walk. All bids were due at 9:30 am on June 14, 2021. We received three (3) bids for this project. Of the five (5) contractors, only three (3) contractors submitted bid packets. The bids ranged from \$175,984

to \$433,828. After reviewing all the bids, staff determined that two of the bids exceeded the budget for this entire project by more than \$177,000. The third bid came in within budget; however, this contractor did not meet the bid bond requirements for the bid to be accepted. Therefore, the District could only consider two contractors as viable bidders for this project.

Name of Bidder	Bid Amount
G2K Construction	\$433,828
SBS Construction	\$427,300
Burner Construction	\$175,984

***The engineers' estimate for this project was \$175,000.**

Staff recommends rejecting all bids, adhering to the project design and specifications, and re-advertising the project for the construction bids. If the Board approves to reject all bids and restart the process, the projected timeline would be as follows:

July 11th, 2021 – Advertise RFP

July 26th, 2021 – Job Walk - Community Center Kitchen

August 10th, 2021 - All questions from potential bidders must be submitted

August 17th, 2021 – Sealed bids submitted

September 1st, 2021 – Contractor selection presented for Board approval

September 20th, 2021 – Start of Project

January 23rd, 2022 – Project Completion

FISCAL IMPACT

There is no fiscal impact as a result of this action.

RECOMMENDATION

It is recommended the Board reject all bids for the remodeling of the Community Center Kitchen and authorize the General Manager to re-advertise the Request for Bids.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.0: To ensure the short and long-term fiscal health of the District.

Meets 2021 Strategic Plan Goal and Strategy 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

ATTACHMENTS

- 1) RFP (4 pages)
- 2) Bid Documents (73 pages)

**Bid Specifications for
Community Center
Kitchen Remodel**

**Invitation to Bid:
Due August 17, 2021 at 10:00 am**



www.pvrpd.org • 805-482-1996

Bob Cerasuolo
Park Services Manager
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396 ext 301
bobc@pvrpd.org
www.pvrpd.org

INVITATION TO BID

Pleasant Valley Recreation and Park District ("District") is seeking bids for the remodeling of the kitchen at the Community Center at 1605 E. Burnley St. Camarillo CA 93010 to the specifications. There will be a mandatory job walk on July 26, 2021 at 9:30 am.

DESCRIPTION OF WORK:

- A. Scope of Demolition and Removal Work is shown on drawings
- B. Installation of Partition Walls/Support Framing and Soffits
- C. Remodel the Community Center Kitchen Per Plans
- D. Plumbing: New Construction Per California Plumbing Code
- E. HVAC: Protect Existing Type 1 Hood in Place Verify Hood/ Make up Air / Hood Filter Per Plans
- F. Electrical Power and Lighting: New Construction Per Code Requirements
- G. Fire Suppression Sprinklers: Existing to Be Rehabilitated / Certified
- H. Fire Alarm: Existing System
- I. Painting and Drywall
- J. Tile Work over Concrete slab and Cementitious Backer Board
- K. Installation of Appliances (purchase by others) Installed by Contractors

BASIC OF SPECIFICATIONS

Refer to manufacturer's specifications unless otherwise noted herein, the basic of specifications for this project shall be Per 2019 California Building Code and Current Amendments.

PROPOSAL PROCESS

The proposal process will consist of a written presentation (4 copies). The following shall be included in your written proposal:

1. A breakdown of the work to be done. By Trade, Based on G.S.I Divisions.
2. History of similar projects completed within the last seven (7) years, including cost and client contact information.
3. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.
4. Description of the proposed schedule and the approach that will be used to organize and prepare for the work to be done.

EVALUATION OF BID PROPOSALS

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

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California State Contractor License with a classification of a "B" and a City of Camarillo business license and the proper insurance and bonding.
- Ability to possess a D.I.R. number

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

CONSTRUCTION SCHEDULE

Within ten (10) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

Contract award September 1, 2021

Project start date approx. September 20, 2021

Project completion date no later than January 23, 2022

HOURS OF OPERATION

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

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

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM; upon District approval

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

DESCRIPTION

The work to be performed under this Specification, No. 2021-02 consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.

Invitation to Bid: Due August 17, 2021, 10:00 am

TIME LINE

Request for Bid Proposals released:	July 11, 2021	
Mandatory job walk:	July 26, 2021	9:30 am
Questions in by:	August 10, 2021	12:00 pm
Proposals must be received by:	August 17, 2021	10:00 pm
Contract award:	September 1, 2021	
Project approx. start date:	September 20, 2021	
Project completion date no later than:	January 23, 2022	

PROPOSAL DEADLINE

The deadline for the bid proposal is **August 17, 2021, 10:00 am**. Proposal must be submitted in a sealed envelope marked ***Bid Community Center Kitchen Remodel***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 60 days.

Please submit four (4) copies of the proposal to:

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

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

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

E-Mail bobc@pvrpd.org

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02



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**RFP RELEASE DATE:
July 11, 2021**

**PROPOSALS DUE:
August 17, 2021 10:00 A.M**

**DELIVER PROPOSALS TO:
ADMINISTRATIVE OFFICE
PLEASANT VALLEY RECREATION
AND PARK DISTRICT**

BID OPENING: AUGUST 17, 2021 AT 10:15 A.M.

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

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 2021-02

FISCAL YEAR 2020-2021

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02

FISCAL YEAR 2020-2021

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
NOTICE INVITING SEALED BIDS	A-1 - A-4
INSTRUCTIONS TO BIDDERS	B-1 - B-6
BID FORM	C-1 - C-5
BID BOND	D-1 - D-2
INFORMATION REQUIRED OF BIDDERS	E-1 - E-8
AGREEMENT	F-1 - F-4
FAITHFUL PERFORMANCE BOND	G-1
LABOR AND MATERIAL BOND	H-1 - H-2
WORKERS' COMPENSATION CERTIFICATE.....	I-1
APPRENTICESHIP REQUIREMENTS.....	J-1
GENERAL PROVISIONS	GP-1 - GP-6
SPECIAL PROVISIONS.....	SP-1 - SP-23
TECHNICAL SPECIFICATIONS	APPENDIX A
CONSTRUCTION DRAWINGS	APPENDIX B

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

FOR THE

**COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 21-02**

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 Ave. Camarillo, CA 93010, up to the hour of 10:00 a.m. on August 17, 2021 at which time they will be publicly opened and read aloud in the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, for performing the following work:

**COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 2021-02**

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 "**COMMUNITY CENTER KITCHEN REMODEL, SPEC. NO. 2021-02**" 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 **July 26, 2021 at 9:30 A.M.**, at the project site, 1605 E Burnley St. 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 **COMMUNITY CENTER KITCHEN REMODEL**. The work will take place at 1605 E. Burnley St Camarillo Ca 93010 and Contract Documents, by reference, made a part hereof. **COMMUNITY CENTER KITCHEN REMODEL is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER'S ESTIMATE FOR THIS COMMUNITY CENTER KITCHEN REMODEL IS: \$175,000

COMPLETION OF WORK: All work to be done under this contract shall be completed within **One-Hundred Twenty-Five (125) consecutive working days and all Invoices will be turned in by May 1, 2022** on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

PROJECT TIMELINE:

Request for Bid Proposals released,	July 11, 2021	
Mandatory job walk,	July 26, 2021	9:30 am
Questions in by,	August 10, 2021	12:00 pm
Proposals must be received by,	August 17, 2021	10:00 am
Contract award,	September 1, 2021	
Project start date approx.	September 20, 2021	
Project completion date no later than,	January 23, 2022	

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

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District’s website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 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 "**B**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

BID QUESTIONS: All bid questions shall be submitted by email to both the **Park Services Manager** at bobc@pvrpd.org and **Architect Mark Petit** at mark.petit@la-arch.com no later than **August 10, 2021, at 12 pm** for the benefit of all proposed bidders; in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 2021-02**. 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 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 the Community Center Kitchen Remodel project.

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

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

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

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

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

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

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

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

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$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 COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN Remodel project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN Remodel 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 sub limits 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 interest's 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 COMMUNITY CENTER KITCHEN Remodel project who is brought onto or involved in the COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN REMODEL. 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

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 20212-02

FISCAL YEAR 2020-2021

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 2021-02

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 “**COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 2021-02**” 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):

CYCubic yard
EAEach
LFLinear foot
LSLump sum
SFSquare foot
SYSquare yard
TONTon

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 “**COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 2021-02**”, 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
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 2021-02**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Demolition					
4.	Concrete Flooring Cutting and Patching					
5.	Common Work Results for Electrical					
6.	Lighting (New)					
7.	Grounding and Bonding					
8.	Underground Ducts and Raceways for Electrical System					
9.	Installation of Mechanical General Requirements					
10.	Plumbing Floor Drains					
11.	Plumbing Fixtures and Equipment					
12.	Grease Trap (Replacing the old and installing what is spec'ed)					
13.	Stainless steel around the sinks to County spec's					
14.	Tile on Flooring, Walls etc per spec's					
15.	Installation for Partition Wall					

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Prepping for painting of Doors and Trim					
17.	Prepping for painting of Walls and ceiling					
18.						
19.						
20.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

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

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

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

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

DATED _____ AT _____

COMPANY NAME _____

SIGNATURE _____ TITLE _____
(Sole Owner, Partner, Corporate Officer) *

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

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 _____, 2021, 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 Five (5) completed Facilities within the last Seven (7) years.

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 COMMUNITY CENTER KITCHEN Remodel 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 COMMUNITY CENTER KITCHEN REMODEL.

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.

**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 "COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 2021-02" 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 **One-Hundred Twenty-Five (125) consecutive working days**, 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 Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies that it is in compliance with such provisions.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all 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 _____, 2021

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2021

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 2021-02

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 COMMUNITY CENTER KITCHEN REMODEL 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 1605 E. Burnley St, 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 preconstruction 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 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 workdays 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

COMMUNITY CENTER KITCHEN REMODEL SPEC NO. 2021-02

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 Project 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 One Hundred Twenty-Five (125) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4-1.4 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.

4-1.5 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.

4-1.6 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.

(e) 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.

(f) 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.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) 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.

(i) 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 COMMUNITY CENTER KITCHEN REMODEL area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, grass, 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 COMMUNITY CENTER KITCHEN REMODEL, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

E. DELAYS: The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Project Manager based on Contractor's request as submitted to the Project Manager at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

"The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 7:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Project Manager.

In the event work is allowed by the Project Manager outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Project Manager as a matter of public safety or to otherwise ensure 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.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time unless approved by the District. If the contractor is approved by the District to store equipment and/or material onsite the contractor will install and maintain a 6-foot fence around the Work Area for improved safety and security. The fence must be locked when personnel for contractor are not present. Signs shall be posted and maintained on each side of the perimeter of the fencing to warn the public of safety risks and prohibiting trespassing. If an offsite location is chosen 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.

**APPENDIX A
TECHNICAL PROVISIONS**

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 2021-02**

APPENDIX B

CONSTRUCTION DRAWINGS

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 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.