

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

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA**

**June 3, 2015**

**5:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #546**

- 1. FIRST OPEN SESSION/CALL TO ORDER [5:00 P.M.]**  
[NOTE: THE REGULAR MEETING AT 6:00 P.M. WILL FOLLOW THE CLOSED SESSION BEGINNING AT 5:00 P.M.]
- 2. ROLL CALL**
- 3. PUBLIC COMMENT-** The public may comment on any of the closed session agenda items listed in Agenda Item No. 4.
- 4. CLOSED SESSION [5:00 P.M.]**
  - A. Conference with Labor negotiators (Govt. Code Section 54957.6)**  
Agency designate representatives: Mary Otten attending the closed session  
Employee Organization SEIU Local 721
- 5. SECOND OPEN SESSION/REGULAR MEETING [6:00 P.M.]**
- 6. CALL TO ORDER**
- 7. PLEDGE OF ALLEGIANCE**
- 8. ROLL CALL**
- 9. AMENDMENTS TO THE AGENDA -** This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 10. PRESENTATIONS**
  - A. District Highlights
  - B. Mud Run
  - C. American Youth Soccer Association
  - D. 50 Plus Expo
  - E. BMX Annual Update
- 11. 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.

**12. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.

**A. Minutes for Regular Meeting April 1, 2015 and May 6, 2015  
Special Meetings April 30, May 6, 7, 14, and 21, 2015**

Approval receives and files minutes.

**B. Warrants, Accounts Payable & Payroll**

Approval of District's disbursements dated on or before May 21, 2015.

**C. Financial Report**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial report of April 30, 2015.

**D. Consideration and Adoption of Resolution No. 544 for Gann Appropriating Amount  
Subject to Limitation for FY 2015-2016**

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

**13. PUBLIC HEARING** - A Public Hearing on the continuation of the Park Maintenance and Recreation Improvement District Assessment in Fiscal Year 2015-2016.

**14. NEW ITEMS-DISCUSSION/ACTION**

**A. Consideration and Adoption Resolution No. 545 Directing Levy of Assessments,  
Confirming Diagram, and Approving Engineer's Report for the FY 2015-2016 for the  
Park Maintenance and Recreation Improvement District**

The final step in levying assessments for the upcoming fiscal year is the adoption of a resolution directing Assessment Levies for FY 2015-2016, confirming the diagram, and approving the final draft of the Engineer's Report.

Suggested Action: a MOTION to adopt Resolution No. 545 directing Assessment Levies, confirming Diagram, and approving Engineer's Report for FY 2015-2016 for the Park Maintenance and Recreation Improvement District.

**B. Consideration and Approval of Contract Between the District and Springbrook for  
Accounting Software**

Approval of contract will allow staff to purchase accounting financial software and secure services for implementation.

Suggested Action: A MOTION to approve the contract between the District and Springbrook for purchase of accounting software and services.

**C. Discussion and Approval of Financing with Government Capital Corporation for Accounting Software**

Review and approval to finance the Springbrook accounting software with Government Capital Corporation.

Suggested Action: A MOTION to approve Springbrook accounting software financing with Government Capital Corporation.

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

It is recommended that the Board review and introduce Ordinance No. 8, Governing the Use of Parks, Recreation Areas, and Facilities.

Suggested Action: No action required.

**E. Consideration and Approval of the District Wide Fee Schedule FY 2015-2016**

Approval of the Fee Schedule will allow staff to initiate the new fees effective July 1, 2015.

Suggested Action: A MOTION to approve the District Wide Fee Schedule for FY 2015-2016.

**F. Consideration and Adoption of District Naming Policy**

Adoption will institute the structure for naming parks, facilities and other options within the District.

Suggested Action: a MOTION to adopt the District's Naming Policy.

**G. Consideration and Approval of Preliminary Budget for Fiscal Year 2015-2016**

The budget was reviewed by the board during the month of May. Staff made presentations and were given direction by the board and changes were made to develop a balanced budget.

Suggested Action: a MOTION to approve the preliminary Budget for the Fiscal Year 2015-2016.

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

- A. Chairperson Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy/Joint Land Use Study
- D. Standing Committees – Finance, Personnel and Policy

E. General Manager's Report

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

**17. 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 24. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.



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

Group: Freedom Park BMX Track

Date: 05/12/1015

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

***Wednesday, June 3, 2015 at Camarillo City Hall***

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
Operator	Andrea Huvad	135 La Crescenta Dr, Cam	805.312.6130	
	Richard Huvad	135 La Crescenta Dr, Cam	805.312.0922	
	Frank Marino	382 Mooncrest, NP	805490.56	

Number of participants last year: 483 Race      1238 Practice, parties

Projected number of participants upcoming year: 600 race      1,500 practice race

Changes Organization has made from previous year: none

Comments for the PVRPD Board of Directors: Come visit the BMX track! It is the BMX pride of Ventura County!

Primary Facility (ies) Used? Freedom Park BMX

What Time are Board Meetings Held? N/A

Where are Board Meetings Held? N/A

When are new Board Members Elected? N/A

When are new Board Members Installed? N/A

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

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

***Please Complete and Return the Annual Update and Financial Statement by May 15, 2015***

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

Form Completed by (prin Andrea Huvad

Date 5/12/2015

Sign: \_\_\_\_\_

## Freedom Park BMX

### Tax Information 2014/2015 projections

#### Income:

\$91,478

	2014	2015
<b>Expenses:</b>		
USABMX	\$17,499	\$20,000
Awards	\$ 7,823	\$8,000
SCEdison	\$ 8,290	\$8,000
PVRPD	\$ 2,297	\$3,900
Franchise Tax Board	\$ 876	\$800
Internet	\$ 1,092	\$1,000
City	\$ 65	\$65
CPA	\$ 750	\$750
Mail	\$ 182	\$200
Rentals	\$ 104	\$600
PortoPotties	\$ 1,978	\$2,400
Food	\$ 600	\$500
Bank Service Fees	\$ 868	\$800
Wells Fargo cc payments	\$ 2,976	\$2000
Equity Line payments	\$ 4,009	\$4000
Home Depot cc payments	\$ 2,924	\$3000
Equipment/track/office	\$31,332	\$5000
<b>Construction</b>		
Dirt	\$ 4,230	\$4,000
Trucking	\$ 900	\$1,000

Electric install	\$ 3,500	
Fuel	\$ 278	\$300
Home Depot Supplies	\$ 5,832	\$5,000
Supplies in general	\$ 2,354	\$0
Snack Bar Shed	\$ 2,823	\$0
Build out	\$ 5,005	\$0
Labor/MCL/materials	\$18,250	\$5,000
MCL weekly	\$ 2,800	\$2,800
Total track expenses	\$123,007	\$79,115
Owners draw/Payroll		
Huvar	\$3500	\$6,000
Marino	\$3500	\$6,000
Chantel	\$22,500	\$24,000
Gavin	\$10,000	\$10,000
Total draw and payroll	\$39,500	\$46,000
Total expenses	\$160,507	\$90,115

**HUWARD CASH CONTRIBUTION**  
**2014/major rebuild, remodel**  
**(\$71,029)**

RE: Financial Statement

**Subject:** RE: Financial Statement  
**From:** "Huvad, Andrea" <huvad@callutheran.edu>  
**Date:** 5/18/2015 3:39 PM  
**To:** Lanny Binney <ldbinney@pvvpd.org>

Because I purposefully zeroed out the bank account. put it towards paying down the credit card (so the \$74 that was available I transferred to the cc and is reflected in the cc payments).

---

From: Lanny Binney <ldbinney@pvvpd.org>  
Sent: Monday, May 18, 2015 1:57 PM  
To: Huvad, Andrea  
Subject: Financial Statement

Can you send me the reason there is no Beginning or Ending balance in writing, so I can lock down your Annual Update for the Board?

Thank you.

--  
Lanny Binney  
Recreation Supervisor  
Pleasant Valley Recreation and Park District  
Phone: (805) 482-1996 ext 17  
Fax: (805) 482-3468



**Pleasant Valley Recreation and Park District  
Minutes of Regular Meeting  
April 1, 2015**

**1. CALL TO ORDER**

**Call to Order**

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

**2. PLEDGE of ALLEGIANCE**

Acting Parks Superintendent Bob Cerasuolo led the pledge.

**3. ROLL CALL**

**Roll Call**

Ayes: Malloy, Kelley, Mishler, Chairperson Magner

Absent: Dixon

ALSO PRESENT: General Manager Mary Otten, Recreation Services Manager Amy Stewart, Acting Parks Superintendent Bob Cerasuolo, Acting Administrative Services Manager Leonore Young, Administrative Analyst and Clerk of the Board Michele Kostenuik, Customer Service Representative and Board Secretary Karen Roberts, Recreation Supervisors Lanny Binney and Jane Raab, Park Supervisor Matthew Parker, Matt Lorimer, Lisa Goldstein, Jim Miller, and Pete Snyder.

**4. AMENDMENTS TO THE AGENDA**

None.

**5. PRESENTATIONS**

**A. District Highlights**

Acting Parks Superintendent Bob Cerasuolo presented an update on the monthly status of District event and activities. Highlights of March included opening days for CGSA - girls softball, CPBA - Pony baseball, reclaimed water at PV Fields, and District employment opportunities. Upcoming events for April are Easter Eggstravaganza on April 4 at the Community Center and the grand opening of the Nature Center at Camarillo Grove Park on April 25. The Mud Run will take place at Mission Oaks Park on May 9 and the public is also invited to the BYU and UCLA women's soccer match at PV Fields on April 4.

**B. Arbor Day/Nature Center Update**

Administrative Analyst Michele Kostenuik and Park Supervisor Matt Parker provided updates on the progress of the Camarillo Grove Nature Center. To date, an outdoor teaching platform, driveway, hiking trail, nature garden – (volunteers assisted park staff), new fencing and new play equipment have been installed at Camarillo Grove Park. Interpretive signage will be posted soon. Prior to all the improvements professional tree maintenance and site preparation by staff took place. A Land and Water Conservation Fund grant of \$233,464 (50% match) provided funding for all the hard costs and labor costs and a second grant – Building Better Communities from the National Recreation & Park Association and the American Water Charitable Fund provided \$75,000 in funding for the play elements, extra signage, materials, trash receptacles and benches.

The grand opening of the Nature Center is slated for April 25, 9:30am to 2:00 pm, with outdoor activities, hiking etiquette, guided walks, and various organizations such as search and rescue, sierra club, scouts, etc. Arbor Day will also be celebrated on April 25 with the planting of some additional trees at Camarillo Grove Park.

## 6. PUBLIC COMMENT

Chairperson Magner accepted two speaker cards from Administrative Analyst and Clerk of the Board Michele Kostenuik. The first speaker Matt Lorimer of Camarillo reminded everyone that the Easter egg hunt coming up at the Easter Eggstravaganza is free for the children and that the Farmers Market will be starting up in May again. Mr. Lorimer stated that seniors thank him for reminding people that the City of Camarillo does not contribute to the senior center. Mr. Lorimer stated that the City needs to spend some time with the tax payers over at the senior center.

The next speaker was Lisa Goldstein with Friends of the Camarillo Dog Parks (FCDP). Ms. Goldstein mentioned that the next fundraiser is Coffee and Canines on April 11 at Springville Dog Park and that the rattlesnake aversion class at Camarillo Grove is scheduled for April 30. FCDP will be sponsoring two teams for the May 9 Mud Run and the final bricks will be installed at Mission Oaks on the wall around the water fountain in April.

## 7. CONSENT AGENDA

- A. Minutes for Regular Meeting March 4, 2015 and Special Meeting March 12, 2015
- B. Warrants, Accounts Payable & Payroll thru March 19, 2015
- C. Financial Report
- D. Consideration and Adoption of Resolution No. 539 to Recognize May Older Americans Month
- E. Consideration and Adoption of Resolution No. 540 to Recognize Arbor Day
- F. Consideration and Approval to Contract with Western Oil Spreading Services for Repairs of Parking Lot at the Community Center
- G. Consideration and Approval to Contract with Western Oil Spreading Services for Repairs of Parking Lot at Mission Oaks Park

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

Voting was as follows:

Ayes: Malloy, Mishler, Kelley, Chairperson Magner

Noes:

Absent: Dixon

Motion Carried

**Motion to  
Approve  
Consent**

**Carried**

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval to Nominate a Candidate for the CSDA Board of Directors Seat A**

General Manager Mary Otten presented CSDA's call for nominations for the CSDA Board of Directors Seat A and the opportunity for the Board to nominate a Board member for the position.

A motion was made by Director Malloy and seconded by Director Mishler to nominate Chairperson Elaine Magner as a candidate for the CSDA Board of Directors Seat A position.

**Motion to Nominate Chair Magner for CSDA Board Seat**

Voting was as follows:

Ayes: Malloy, Mishler, Kelley

Noes:

Abstain: Chairperson Magner

Absent: Dixon

Motion Carried

**Carried**

**B. Consideration and Adoption of District's Investment Policy and Options**

Acting Administrative Services Manager Leonore Young presented the District's investment policy and options. Currently, the District invests all of its excess funds in the Local Agency Investment Fund (LAIF). Staff met with CalTrust, Ventura County Investment Pool and Multi-Bank Securities, Inc. for proposed investment options. Discussion included multi-tiered investment programs, penalties, government programs, and the ladder method.

Chairperson Magner called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to adopt the District's Investment Policy and review the investment options for short and long term investing.

**Motion to Adopt District's Investment Policy**

Voting was as follows:

Ayes: Mishler, Malloy, Kelley, Chairperson Magner

Noes:

Absent: Dixon

Motion Carried

**Carried**

**C. Consideration and Adoption of District's Reserve Policy**

Acting Administrative Services Manager Leonore Young researched reserve policies of other agencies and presented an option to set aside reserves to maintain funding levels within categories – vehicle fleet, computer fleet, designated project/special use, dry period, capital improvement and repair/operations and administrative operations. Discussion included better assessment of fund allocation, protection of reserves, and the added assistance for the budgeting process.

Chairperson Magner called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to adopt the District's Reserve Policy with the exception

of deleting the word “new” from the Vehicle Fleet Reserves description on page 2 of the three page Reserve Policy.

Voting was as follows:

Ayes: Malloy, Mishler, Kelley, Chairperson Magner

Noes:

Absent: Dixon

Motion Carried

**Motion to  
Adopt Reserve  
Policy**

**Carried**

**D. Consideration and Adoption of Resolution No. 541 Concerning the Purchase of Accounting Financial Software**

Administrative Services Manager Leonore Young contacted several financial software companies for demonstrations of their products. Criteria requested for the products were an interface with the District’s ActiveNet system, budget reporting, payroll and maintenance of a chart of accounts. The specific criteria made competitive bidding impractical, so staff is requesting Resolution No. 541 for authorization to purchase financial software without going out to bid. Discussion included the inadequacy of current old software, need for better financial control, hardware capabilities for new software installation, leasing and updates, troubleshooting, conversion of past history data, and training periods.

Chairperson Magner called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to approve Resolution No. 541 recognizing the purchase of financial software and to obtain without a competitive bid.

**Motion to  
Approve Reso  
541 for Purchase  
Of Financial  
Software**

Voting was as follows:

Ayes: Mishler, Malloy, Kelley, Chairperson Magner

Noes:

Absent: Dixon

Motion Carried

**Carried**

**E. Discussion and Review of Ordinance No. 8, Governing the Use of Parks, Recreation Areas and Facilities**

Administrative Analyst Michele Kostenuik highlighted the changes of Ordinance No. 8 from past reviews by the Board. Discussion included the reduction in the minimum group size (from 25 people to 15 people) which will require permitting, advertising signage at sports fields, vehicles, protection of expensive facilities, designation of sports parks and permitting required for groups of 5 or more people, penalties for bad checks, increase of rental costs for Friday and Saturday rentals, and consistency with the General Use Facility Policy. The Board directed staff to move forward with the changes.

**F. Discussion of Fee Schedule for FY 2015-2016**

Administrative Analyst Michele Kostenuik presented the current fee schedule for review and recommendations for the FY 2015-2016 fee schedule. Discussion included area

surveys, out of district user groups, green space versus open space, RV parking, and the impact of 10% rental increase in 2014. The Board directed staff to consider discussion and recommendations.

**G. Discussion and Review of Draft MOU between the District and the Foundation for Pleasant Valley Recreation and Parks**

Administrative Analyst Michele Kostenuik presented the draft MOU between the District and the Foundation for Pleasant Valley Recreation and Parks. The draft will go to the District's counsel for review and then to the Foundation Board for their approval. Final approval by the District Board will be at the May 6, 2015 Regular Board Meeting.

**9. INFORMATIONAL ITEMS**

- A. Chairperson Magner – Chairperson Magner thanked the Board for the nomination for the CSDA Board of Directors position and thanked staff for the district highlights. Ms. Magner stated her concern about the recent water mandates from the state.
- B. Ventura County Special District Association/California Special District Association – Chairperson Magner reported that VCSDA will meet next week in Port Hueneme with Director Mishler as vice chair. An audit of CSDA showed that they have funding for their political advocacy and do not use not taxpayers' money.
- C. Santa Monica Mountains Conservancy/Joint Land Use Study – Director Mishler stated that JLUS will meet later this month. March 30 was the 35<sup>th</sup> anniversary for the SMMC who has over acquired 73,000 new acres and has created over one hundred miles of trails over the 35 years.
- D. Standing Committees – Finance –Director Malloy stated that the reclaimed water at PV Fields has not happened yet and the electrical savings are not in place yet. The District is holding spending in line because with no rain the water bill will be high again. Personnel – Chairperson Magner met with Director Mishler on some new reorganization positions. Policy – The committee has been reviewing policies and procedures.
- E. General Manager's Report – General Manager Mary Otten reminded everyone of the April 4<sup>th</sup> Easter Eggstravaganza at the Community Center and the UCLA versus BYU women's soccer game at PV Fields. Budget workshops are coming up in May and reclaimed water is up on the west side of PV Fields. Ms. Otten mentioned there will be restrictions coming up from the water district and PVRPD will be looking at conserving water by possibly reducing turf and reducing the amount of water usage.

**10. ORAL COMMUNICATIONS**

Director Malloy mentioned that the windrow trimming at Charter Oak Park looks great and there may be some spaces where new trees can be planted. An irrigation system for new plantings will be costly so it will be something to consider in next year's budget. General Manager Otten mentioned that the District is looking at the area with a long range plan and costs down the road. Director Kelley reminded those about cutting back on water consumption but also to be aware of the waste of billions of gallons in the Delta.

**11. ADJOURNMENT**

Chairperson Magner adjourned the meeting at 8:07 p.m.

**Respectfully submitted,**

**Karen Roberts  
Recording Secretary**

**Approval,**

**Elaine Magner  
Chairperson**

**Pleasant Valley Recreation and Park District  
Minutes of Regular Meeting  
May 6, 2015**

**1. CALL TO ORDER**

**Call to Order**

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:06 p.m. by Chairperson Magner.

**2. PLEDGE of ALLEGIANCE**

Recreation Supervisor Lanny Binney led the pledge.

**3. ROLL CALL**

**Roll Call**

Ayes: Malloy, Dixon, Mishler, Chairperson Magner

Absent: Kelley

ALSO PRESENT: General Manager Mary Otten, Acting Administrative Services Manager Leonore Young, Acting Parks Superintendent Bob Cerasuolo, Administrative Analyst and Clerk of the Board Michele Kostenuik, Customer Service Representative and Board Recording Secretary Karen Roberts, Recreation Supervisors Lanny Binney and Jane Raab, Anju Oza, Matt Lorimer, Ian Prichard, Bennett Gill, Russ Giles, Robert Peralta, Clarence Boulais, Deborah Echeveste, Brijesh Oza, Connie Martel, Larry Finney, and Lee Gunther.

**4. AMENDMENTS TO THE AGENDA**

General Manager Mary Otten requested that National Water Safety Month be removed from Agenda Item 5. *Presentations*.

Chairperson Magner called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to approve the amendments to the agenda with the removal of National Water Safety Month.

**Motion to  
Approve  
Agenda  
Amendment**

Voting was as follows:

Ayes: Mishler, Malloy, Dixon, Chairperson Magner

Noes:

Absent: Kelley

Motion Carried

**Carried**

**5. PRESENTATIONS**

**A. District Highlights**

Recreation Supervisor Lanny Binney presented an update on the monthly status of District events and activities. Highlights of April included Easter Eggstravaganza, the Senior Spring Fling Dance, the Senior Rummage Sale with over 118 vendors, the grand opening of the Camarillo Grove Nature Center and the assistance of Helping Hands of the Latter Day Saints Church with over 40 volunteers to help clean up debris at Charter Oak Park. Upcoming events for May are the May 9 Mud Run at Mission Oaks Park with over 900 participants, the 21<sup>st</sup> Strawberry Cup AYSO tournament on May 9 & 10, 16 & 17 with 115 teams on both weekends and about 20,000 people in attendance, the May 13 grand re-opening of Farmers Market at the Community Center from 3pm to 7pm, free

swim lessons at the Aquatic Center on May 16 from 12 p.m. to 3 p.m., employment opportunities for recreation leaders and grounds and facilities personnel, summer sports league registrations, and the new Summer Activity Guide.

**B. National Water Safety Month**

This item was removed from the agenda.

**C. Older Americans Month**

Recreation Supervisor Jane Raab introduced Brijesh Oza, Connie Martel, Larry Finney, and Lee Gunther and presented them with a certificate of recognition for their volunteer time and dedication to helping with senior programs.

**D. Camarillo Cougar's Youth Football/Cheer**

Recreation Supervisor Lanny Binney introduced Camarillo Cougars Youth Football president Bennett Gill and vice president Russ Giles. The organization is projecting about 140 football players and 90 cheerleaders for the next season and has been proactive in adopting safe ages and weights. Their teams have placed in national championships and the organization is hoping to increase scholarships to those who would like to play the sport. In the audience was a Cougars football team (8U) who posed for pictures with the District Board members.

**6. PUBLIC COMMENT**

Chairperson Magner accepted one speaker card from Administrative Analyst and Clerk of the Board Michele Kostenuik. Matthew Lorimer of Camarillo reminded the community that the Farmers Market is coming up next week. His idea of a second farmers market has proven successful and he asked for the community to support it. The 50+ Expo was this past Tuesday and Mr. Lorimer mentioned that there was a shoe tracking device advertised to track senior parents with an app. With May being Older Americans Month, Mr. Lorimer wanted people to remember that 19,000 of Camarillo's 66,000 population are seniors and need to be better represented financially by the City.

**7. CONSENT AGENDA**

- A. Minutes for Regular Meeting April 1, 2015 and Special Meeting April 2, 2015
- B. Warrants, Accounts Payable & Payroll thru April 23, 2015
- C. Financial Report
- D. Consideration and Adoption of Resolution No. 542 to Recognize National Water Safety Month
- E. Consideration and Approval of Memorandum of Understanding (MOU) Between the District and Foundation for Pleasant Valley Recreation and Parks

Chairperson Magner called for a motion. Director Mishler requested that the April 1 Regular Board Meeting minutes be removed for discussion. A motion was made by Director Malloy and seconded by Director Mishler to approve the Consent Agenda minus the April 1 Regular Board Meeting minutes in Item 7.A.



Voting was as follows:

Ayes: Malloy, Mishler, Dixon, Chairperson Magner

Noes:

Absent: Kelley

Motion Carried

**Motion to  
Approve  
Consent  
Minus April 1  
Minutes**

**Carried**

Director Mishler requested that 9.C. on page 5 of the April 1 Regular Board Meeting minutes be corrected to read "...the SMMC who has acquired over 73,000 acres and has created over one hundred miles of trails over the 35 years."

Chairperson Magner called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to accept the April 1 Regular Board Meeting minutes as amended.

**Motion to  
Approve  
April 1 Minutes  
As Amended**

Voting was as follows:

Ayes: Mishler, Dixon, Malloy, Chairperson Magner

Noes:

Absent: Kelley

Motion Carried

**Carried**

## **8. NEW ITEMS – DISCUSSION/ACTION**

### **A. Consideration and Approval of Camrosa Water District Well Locations**

General Manager Mary Otten introduced the district planner with Camrosa Water District Ian Prichard who explained the need for placing two monitoring wells at Calleguas and Heritage parks to provide basin groundwater quality and level data prior to the drilling of the approved production well at Woodcreek Park. Discussion included saving in water costs at the two parks, depth and placement of the monitoring wells, and impact on the parks.

Chairperson Magner called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve Camrosa Water District and staff to work on an agreement to place a monitoring well at Calleguas and Heritage Parks.

**Motion to  
Approve two  
Monitoring Wells  
At Calleguas  
And Heritage  
Parks**

Voting was as follows:

Ayes: Mishler, Dixon, Malloy, Chairperson Magner

Noes:

Absent: Kelley

Motion Carried

**Carried**

### **B. Consideration and Adoption of Resolution No. 543 for FY 2015-2016 Levy/Hearing/Engineer's Report**

Administrative Services Manager Leonore Young presented Resolution No. 543 which provides for the levy of assessment, an acceptance of SCI Consulting Group's Engineer

Report and the scheduling of a public hearing. The Engineer's Report contains a proposed assessment rate adjustment of 0.72% (\$0.26) for FY 2015-2016.

Chairperson Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dixon to adopt Resolution No. 543, accepting the Engineer's Report and scheduling the public hearing for June 3, 2015.

**Motion to  
Adopt Reso 543  
FY15-16  
Assessment &  
Eng. Report**

Voting was as follows:

Ayes: Malloy, Dixon, Mishler, Chairperson Magner

Noes:

Absent: Kelley

Motion Carried

**Carried**

### C. Consideration and Approval to Purchase Accounting Financial Software

Acting Administrative Manager Leonore Young provided options for the purchase or lease of accounting software. Ms. Young recommended Springbrook because of its affordability, strong customer service, interfacing capability with the District's Active Net software and the inclusion of a human resource module that interfaces with the budget module. Discussion included costs of leasing versus purchasing, separate server independent of District's own server, ability for financing, and flexibility of software.

Chairperson Magner called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to purchase accounting software from Springbrook.

**Motion to  
Approve  
Purchase Of  
Accounting  
Software**

Voting was as follows:

Ayes: Malloy, Mishler, Dixon, Chairperson Magner

Noes:

Absent: Kelley

Motion Carried

**Carried**

## 9. INFORMATIONAL ITEMS

- A. Chairperson Magner – Chairperson Magner acknowledged staff for all of their hard work with District events and the extra preparation made for the budget workshops.
- B. Ventura County Special District Association/California Special District Association – Chairperson Magner and Directors Malloy, Mishler and General Manager Otten attended the April 7 VCSDA meeting on ports operations in Port Hueneme. Ms. Magner attended the April 24 Santa Barbara County Special District meeting in Buellton which had a presentation on cloud seeding. There will be no CSDA meeting in May, but Ms. Magner and General Manager Otten will attend CSDA's Legislative Days on May 18-20 in Sacramento.
- C. Santa Monica Mountains Conservancy/Joint Land Use Study – Director Mishler did not attend the JLUS meeting. At the SMMC meeting, the board approved 2.8 million dollars for capital improvements, ranger programs, studies of land acquisition, etc.
- D. Standing Committees – Finance – Director Malloy reported that the District received its check from property taxes and that there will be an increase of about \$7000 from the District's new assessment, but CalPERS is asking for \$170,000 for the next five years. Personnel – Chairperson Magner reported that the committee worked on

standardizations of job descriptions and salary schedules. Policy – Director Malloy stated that the committee has been working on the General Use Policy and Ordinance 8. Foundation Board – Director Dixon reported that Foundation is looking to expand the board and there will be a September fundraising event and opportunities for the public to become members with a donation.

- E. General Manager’s Report – General Manager Otten reported that reclaimed water at PV Fields is moving forward in June/July. Camrosa Water District is expecting a 36 percent reduction in water usage and will meet with the District to see how it affects the District. Green space water usage will be reviewed and the District is checking if credit can be received for reclaimed water at PV Fields. Budget workshops are set for May 7, 14, 21, and 28. A new AED is going up in the auditorium at the Community Center. The Mud Run will be held May 9 at Mission Oaks Park, Farmers Market starts up again May 13, and National Trails Day will be celebrated on June 6 at Camarillo Grove.

**10. ORAL COMMUNICATIONS**

Director Malloy thanked Acting Administrative Services Manager Leonore Young for all of her hard work on the budget. He also thanked staff for having Supervisor Kathy Long and Senator Hannah Beth Jackson attend the April 25<sup>th</sup> grand opening of the Camarillo Grove Nature Center with all its activities and presentations. Mr. Malloy stated that there is potential for the Farmers Market at the Community Center to grow to be a larger community event similar to what San Luis Obispo has in place. Director Dixon encouraged the community to attend the Farmers Market. He also questioned if Camarillo citizens who are on Camrosa water will see the benefits from reclaimed water and desalinization projects which were supported by Camarillo taxpayers. Director Mishler mentioned that the UCLA women’s soccer game at PV Fields on April 4 was a great event and that the organization is looking to host there again. Chairperson Magner mentioned that Jane Rozanski is retiring as CEO with the Camarillo Healthcare District after 22 years and will be missed. Chairperson Magner closed the meeting in honor of Melville Vincent, a former PVRPD board member who recently passed away.

**11. ADJOURNMENT**

Chairperson Magner adjourned the meeting at 7:45 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts**  
**Recording Secretary**

**Elaine Magner**  
**Chairperson**

**Pleasant Valley Recreation and Park District  
Minutes of Special Meeting  
April 30, 2015**

- 1. CALL TO ORDER** **Call to Order**  
The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:03 p.m. by Chairperson Magner.
- 2. PLEDGE of ALLEGIANCE**
- 3. ROLL CALL** **Roll Call**  
All present.  
Also present: General Manager Mary Otten and Recreation Services Manager Amy Stewart.
- 4. ADOPTION OF AGENDA**  
Agenda accepted as presented.
- 5. OPEN COMMUNICATION/PUBLIC FORUM**  
No comments.
- 6. CLOSED SESSION**
  - a. Conference with Labor negotiators (Govt. Code Section 54957.6)**  
**Agency designate representatives: Mary Otten and Amy Stewart**  
**Employee organization: SEIU Local 721**
- 7. RECONVENE INTO OPEN SESSION [Govt. Code Section 54957.7]**  
Disclosure of actions taken in closed session, as applicable [Govt. Code Section 54957.1].
- 8. REPORT ANY ACTION TAKEN IN CLOSED SESSION**  
No action taken.
- 9. ORAL COMMUNICATIONS**
- 10. ADJOURNMENT**  
Chairperson Magner adjourned the meeting at 6:19 p.m.

**Respectfully submitted,**

**Karen Roberts  
Recording Secretary**

**Approval,**

**Elaine Magner  
Chairperson**

**Pleasant Valley Recreation and Park District  
Minutes of Special Meeting  
May 6, 2015**

**1. CALL TO ORDER**

**Call to Order**

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

**2. PLEDGE of ALLEGIANCE**

**3. ROLL CALL**

**Roll Call**

All present.

Also present: General Manager Mary Otten, Acting Administrative Services Manager Leonore Young, and Human Resource Generalist Kathryn Drewry.

**4. ADOPTION OF AGENDA**

Agenda accepted as presented.

**5. OPEN COMMUNICATION/PUBLIC FORUM**

No comments.

**6. CLOSED SESSION**

**a. Conference with Labor negotiators (Govt. Code Section 54957.6)**

**Agency designate representative: Mary Otten**

**Employee organization: SEIU Local 721**

**7. RECONVENE INTO OPEN SESSION [Govt. Code Section 54957.7]**

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

**8. REPORT ANY ACTION TAKEN IN CLOSED SESSION**

No action taken.

**9. ORAL COMMUNICATIONS**

**10. ADJOURNMENT**

Chairperson Magner adjourned the meeting at 5:55 p.m.

Respectfully submitted,

Approval,

**Karen Roberts**  
Recording Secretary

**Elaine Magner**  
Chairperson

**Pleasant Valley Recreation and Park District  
Minutes of Special Meeting  
May 7, 2015**

**1. CALL TO ORDER**

**Call to Order**

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:06 p.m. by Chairperson Magner.

**2. PLEDGE of ALLEGIANCE**

**3. ROLL CALL**

**Roll Call**

All present.

Also present: General Manager Mary Otten, Acting Administrative Services Manager Leonore Young, Recreation Services Manager Amy Stewart, Administrative Analyst and Clerk of the Board Michele Kostenuik, Acting Park Superintendent Bob Cerasuolo, and Recreation Supervisor Jane Raab.

**4. ADOPTION OF AGENDA**

Agenda accepted as presented.

**5. OPEN COMMUNICATION/PUBLIC FORUM**

No comments.

**6. FY 2015-2016 BUDGET WORKSHOP**

**A. Administrative Services Department**

Acting Administrative Services Manager Leonore Young presented the Administrative Services Department Budget for FY 2015-2016.

The projected 2015-2016 Budget for the Administrative Services Department:

Total Revenue	\$ 134,264
Total Capital Expenses	\$ 87,500
Total Expenditures	\$ 1,879,374

**B. Assessment District**

Acting Administrative Services Manager Leonore Young presented the Assessment District Budget for FY 2015-2016.

The projected 2015-2016 Budget for the Assessment District:

Total Revenue	\$ 1,337,576
Total Expenditures	\$ 1,303,310

Discussion included the need to add figures for Senior Center plans, Somis annexation estimates, land acquisition, legal fees, and an upgraded telephone system.

**7. ORAL COMMUNICATIONS**

**8. ADJOURNMENT**

Chairperson Magner adjourned the meeting at 6:47 p.m.

**Respectfully submitted,**

**Karen Roberts  
Recording Secretary**

**Approval,**

**Elaine Magner  
Chairperson**

**Pleasant Valley Recreation and Park District  
Minutes of Special Meeting  
May 14, 2015**

**1. CALL TO ORDER** **Call to Order**  
The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:05 p.m. by Chairperson Magner.

**2. PLEDGE of ALLEGIANCE**

**3. ROLL CALL** **Roll Call**  
All present.  
Also present: General Manager Mary Otten, Acting Administrative Services Manager Leonore Young, Recreation Services Manager Amy Stewart, Administrative Analyst and Clerk of the Board Michele Kostenuik, Acting Park Superintendent Bob Cerasuolo, Park Supervisor Matt Parker and Recreation Supervisors Jane Raab and Lanny Binney.

**4. ADOPTION OF AGENDA**  
Agenda accepted as presented.

**5. OPEN COMMUNICATION/PUBLIC FORUM**  
No comments.

**6. FY 2015-2016 BUDGET WORKSHOP**

A. Parks Department

Acting Park Superintendent Bob Cerasuolo and Park Supervisor Matt Parker presented the Parks Department Budget for FY 2015-2016.

The projected 2015-2016 Budget for the Parks Department:

Total Revenue	\$ 327,559	
Total Expenditures	\$ 3,475,460	
Total Capital Expenses		\$ 341,000
<u>Capital Outlay</u>		
Tractor (30 45HP)		\$ 25,000
<u>Capital Improvement Fund</u>		
Cam Grove Pavilion #1 Replace		\$ 35,000
PV Fields Fertilizer Injection Unit		\$ 60,000
Charter Oak Tree Row		\$ 14,000
Exterior on CamGrove House		\$ 50,000
Slurry Parking Lot at PV Fields		\$ 13,000
Springville Tennis Court Refinish		\$ 20,000
Lokker Park Basketball Refinish		\$ 10,000
HCF Grant Wildlife Program \$16,500 Match		\$ 33,000
HCF Grant Trails \$28,000 Match		\$ 56,000
<u>Equipment Replacement Fund</u>		\$ 25,000



Discussion included Park Ranger hours, utilities costs, and budgeted amounts for legal fees.

**7. CLOSED SESSION**

- a. Conference with Labor negotiators (Govt. Code Section 54957.6)**  
**Agency designate representative: Mary Otten**  
**Employee organization: SEIU Local 721**

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

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

**9. REPORT ANY ACTION TAKEN IN CLOSED SESSION**

No action taken.

**10. ADJOURNMENT**

Chairperson Magner adjourned the meeting at 7:51 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts**  
**Recording Secretary**

**Elaine Magner**  
**Chairperson**

**Pleasant Valley Recreation and Park District  
Minutes of Special Meeting  
May 21, 2015**

**1. CALL TO ORDER**

**Call to Order**

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:09 p.m. by Chairperson Magner.

**2. PLEDGE of ALLEGIANCE**

**3. ROLL CALL**

**Roll Call**

Ayes: Malloy, Kelley, Mishler, Chairperson Magner

Absent: Dixon

Also present: General Manager Mary Otten, Acting Administrative Services Manager Leonore Young, Recreation Services Manager Amy Stewart, Administrative Analyst and Clerk of the Board Michele Kostenuik, Acting Park Superintendent Bob Cerasuolo, and Recreation Supervisors Jane Raab and Lanny Binney.

**4. ADOPTION OF AGENDA**

Agenda accepted as presented.

**5. OPEN COMMUNICATION/PUBLIC FORUM**

No comments.

**6. FY 2015-2016 BUDGET WORKSHOP**

**A. Recreation Department**

Recreation Services Manager Amy Stewart presented the Recreation Department Budget for FY 2015-2016.

The projected 2015-2016 Budget for the Recreation Services Department:

Total Revenue	\$ 6,000
Total Expenditures	\$ 253,036

The projected 2015-2016 Budget for Aquatics:

Total Revenue	\$ 220,000
Total Expenditures	\$ 383,463

The projected 2015-2016 Budget for Community Programs:

Total Revenue	\$ 216,345
Total Expenditures	\$ 258,573

The projected 2015-2016 Budget for the Senior Center:

Total Revenue	\$ 102,423
Total Expenditures	\$ 234,902

The projected 2015-2016 Budget for Sports:  
Total Revenue               \$ 263,202  
Total Expenditures         \$ 271,118

Discussion included reduction in revenues due to instructor retirements.

**7. ORAL COMMUNICATIONS**

**8. ADJOURNMENT**

Chairperson Magner adjourned the meeting at 7:15 p.m.

**Respectfully submitted,**

**Karen Roberts**  
**Recording Secretary**

**Approval,**

**Elaine Magner**  
**Chairperson**

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

**TO: BOARD OF DIRECTORS**

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

**DATE: June 3, 2015**

**SUBJECT: FINANCE REPORT**

**RECOMMENDATION**

It is recommended that the Board review and approve the Financial Statement for April 30, 2015.

**ANALYSIS OF COMPARATIVE FINANCIAL THRU March 31, 2015**

Attached you will find the PVRPD Summary Financial Statement for the period of July 1, 2014 through April 30, 2015 with a year-to-date comparison for the period of July 1, 2013 through April 30, 2014. The percentage rate used for the Fiscal Year 2014-2015 budget is 83.3% for Period 10 of the fiscal year.

**REVENUES**

Total revenue ending April 30, 2015 has increased by \$369,115 over the same period as last year. Even though this is an increase it is still low in comparison to what it should be. The 2014 tax apportionment was received on April 28, 2014, therefore the general ledger for April 2014 reflects both the large tax apportionment payments the District receives in December and April of every year. The District did not receive the 2015 Tax Apportionment until May 4, 2015, therefore the general ledger for April is much lower as stated in revenue comparison. The Board will see the second tax apportionment reflected in the May 2015 financials.

**EXPENDITURES**

Personnel Expense has increased \$85,175 in comparison to Personnel Expense for the same time as last year, but is still within the Fiscal Year 2014-2015 budget at 78.68%. This is due to having a full time General Manager from August 2014-April 2015 versus a part-time General Manager from November 2013-April 2014 and the General Manager's housing allowance and moving expense being charged to Personnel.

For the ninth month ending April 30, 2015 total expenditures for Supplies and Services has increased \$140,745 over the same time period as last year, but overall is still within budget at 74.6%. The increase is due to the estimation on accounts #6960 (Appropriation Collection Fees), #6160 (Other Pension Obligation Expense) and #7950(Certificate of Occupancy Debt Service Payment for Pleasant Valley Fields), a decrease of \$93,774 in water due to sporadic rains and conservative water at the parks, Vehicle Maintenance Repair is down \$17,078 in comparison to fiscal year 2013-2014 and Janitorial Services are down \$14,572 along with numerous decreases spread out to several other accounts.

**CAPITAL**

Capital has increased by \$266,950 in comparison to fiscal year 2013-2014 primarily due to the Camarillo Grove Interpretive Center Project.

**FISCAL IMPACT**

The District has completed the tenth month of the fiscal year 2014-2015 budget (83.3%) and continues the fiscal year under the approved budget by 4.62 % for Personnel Costs and 8.63% in Service and Supply Expenditures. Managers continue to make a concerted effort to spend under the adopted budget to help build reserves.

**RECOMMENDATION**

It is recommended that the Board review and approve the Financial Statement for April 30, 2015.

**ATTACHMENTS**

- 1) District Unaudited Manager Version Financial Statement as of April 30, 2015  
(2 pages)

**Pleasant Valley Recreation and Park District  
PVRPD:SUMMARY(Unaudited) from Great Plains  
Year to Date Comparison  
Statement of Revenues and Expenditures  
For the period July 1, 2014 through April 30, 2015**

Account	Current Month April	PREVIOUS Year To Date 2014	CURRENT Year To Date 2015	BUDGET TOTAL Adopted 7/29/2014 Mid-Year 2/4/15	BUDGET REMAINING	% Of Budget Used 83.30%	
<b>DISTRICT WIDE REVENUE</b>							
Tax Apportionment	5110	5,236,534.01	3,126,244.41	5,375,300.00	2,249,055.59	58.16%	
Supplemental Assess Roll	5240	126.04	170.14	200.00	29.86	85.07%	
Assessment Income	5500	4,541.28	975,654.96	1,008,650.00	438,320.92	56.54%	
Dedication Fees	5400		2,866,198.70	-	(2,866,198.70)	0.00%	
District Wide Revenue	4,541.28	6,214,315.01	6,582,942.33	6,384,150.00	(178,792.33)	102.80%	
<b>RECREATION AND PARK REVENUE</b>							
Public Fees	5510	43,241.05	478,584.12	727,920.00	278,520.70	81.74%	
Certification Income	5512			-	-	100.00%	
Public Passes	5520	6,922.50	66,846.06	75,150.00	6,822.04	90.92%	
Facility Rentals	5530	26,583.36	194,369.21	304,450.00	77,313.07	74.61%	
Veteran's Field Rental	5531		2,137.75	-	(3,716.00)	0.00%	
BMX Track Rental	5532	290.00	2,501.00	-	(1,890.00)	0.00%	
RC Track Rental	5533		1,200.00	-	(1,800.00)	0.00%	
Roller Hockey Rink Rental	5534		7,500.00	-	(4,950.00)	0.00%	
Facility Cleaning Fee	5505			550.00	550.00	0.00%	
Park Patrol Citations	5506	871.00	2,546.47	900.00	(2,591.93)	100.00%	
Plan Check Fee	5507			100.00	100.00	0.00%	
Dividends Pardec Prior Yrs	5460		34,210.00	17,100.00	(20,411.00)	219.36%	
Cell Tower Income	5535	8,616.15	83,011.75	93,400.00	10,420.47	88.84%	
Indemnity Income	5545		1,000.00	5,000.00	5,000.00	0.00%	
Senior Dues	5550		1,000.00	1,500.00	436.00	70.93%	
Senior Services Income	5515		1,106.31	2,200.00	720.00	67.27%	
Activity Guide Income	5555	300.00	5,765.00	6,000.00	1,500.00	75.00%	
Vending Commissions	5525	131.21	429.71	800.00	435.55	45.56%	
Banner Income	5562			900.00	900.00	0.00%	
Donations	5570	188.00	94,687.55	96,400.00	6,692.44	93.06%	
Donations for CIP Projects	5571		13,118.36	75,000.00	(67,525.00)	1003.34%	
Other Misc. Income	5575	4,558.38	39,174.27	37,500.00	(2,645.78)	107.06%	
Over/Under	5580		(305.71)	900.00	894.53	0.61%	
Incentive Income	5585	1,855.55	18,173.44	17,350.00	(1,007.65)	105.81%	
Reimbursement	5600		56,898.90	75,000.00	63,229.39	15.69%	
Other Interest Income	5310		3,965.08	5,000.00	191.64	96.17%	
Recreation and Park Revenue	93,557.20	1,107,919.27	1,128,406.53	1,475,595.00	347,188.47	76.47%	
<b>TOTAL GENERAL FUND REVENUE</b>	<b>98,098.48</b>	<b>7,322,234.28</b>	<b>7,891,348.86</b>	<b>7,859,745.00</b>	<b>168,396.14</b>	<b>97.86%</b>	
<b>GENERAL FUND EXPENDITURES</b>							
Regular Wages	6100	158,192.53	1,609,054.70	2,026,242.00	351,058.31	82.67%	
Overtime Wages	6101	639.42	18,211.75	16,950.00	8,561.07	49.49%	
Part-Time Wages	6110	42,756.09	519,128.29	666,190.00	186,536.36	72.00%	
Retirement	6120	81,178.11	342,627.87	437,365.00	(27,182.39)	106.22%	
Part-Time 457 Pension	6121	135.22	2,154.22	4,100.00	2,206.92	46.17%	
Employee Group Insurance	6130	23,916.02	310,937.61	299,800.00	63,502.73	78.82%	
Worker's Compensation	6140	9,601.00	79,336.33	93,460.00	(2,549.99)	102.73%	
Unemployment Insurance	6150		677.00	7,500.00	2,171.00	71.05%	
Other Post Employee Benefit Exp	6161			219,600.00	219,600.00	0.00%	
Personnel Expenditures	296,418.39	2,882,127.77	2,967,302.99	3,771,207.00	803,904.01	78.68%	
Telephone	6210	2,343.75	11,788.82	18,800.00	2,411.37	87.17%	
Internet Services	6220	799.55	7,045.53	7,250.00	1,316.50	81.84%	
Pool Supplies	6310	636.89	11,458.73	15,000.00	8,151.96	45.65%	
Janitorial Supplies	6320	7,291.90	34,808.68	46,050.00	6,241.94	86.45%	
Kitchen Supplies	6330	263.56	875.69	2,050.00	1,180.43	42.42%	
Food Supplies	6340	101.92	4,543.65	9,095.00	3,858.02	57.58%	
Water Maint. & Service	6350	253.46	1,009.11	1,300.00	56.69	95.64%	
Laundry/Wash Service	6360		422.95	-	(179.75)	#DIV/0!	
Janitorial Services	6370		14,572.00	-	-	#DIV/0!	
Medical Supplies	6380	1,805.00	125.00	2,800.00	724.82	74.11%	
Insurance - Liability	6410	8,177.92	79,050.84	99,600.00	17,820.82	82.11%	
Fuel	6510	3,421.75	34,996.40	48,000.00	12,808.57	73.32%	
Vehicle Maintenance/Repair	6520	5,024.99	35,142.33	40,050.00	21,985.91	45.10%	
Office Equipment & Repair	6530		270.20	5,250.00	4,719.25	10.11%	
Computer Equip.-Maint./Repair	6540		5,769.84	3,992.06	11,650.00	7,657.94	34.27%
Bldg.Maintenance/Repair	6610	4,564.53	47,178.65	80,300.00	43,819.36	45.68%	
Bldg Eqpt. Maint.Repair	6620	2,045.34	4,884.47	10,800.00	2,111.78	80.45%	
Improvements/Maintenance	6630		7,582.03	14,500.00	5,045.50	65.20%	

	Account	Current Month	PREVIOUS	CURRENT	BUDGET	BUDGET	% Of Budget
		April	Year To Date 2014	Year To Date 2015	TOTAL Adopted 7/29/2014	REMAINING	Used 83.30%
Incidental Costs-Assessment	6709		14,986.14	15,105.02	26,000.00	10,894.98	58.10%
Grounds Maintenance	6710	6,096.83	40,446.58	29,953.10	85,200.00	55,246.90	35.16%
Contracted Landscaping Services	6720	79,953.81	282,781.90	292,646.54	383,400.00	90,753.46	76.33%
Contracted Pest Control	6730		675.00	761.07	2,000.00	1,238.93	0.00%
Rubbish & Refuse	6740	4,007.49	43,006.16	44,425.39	55,100.00	10,674.61	80.63%
Memberships & Dues	6810	358.33	7,027.56	12,301.31	11,870.00	(431.31)	103.63%
Office Supplies	6910	2,500.55	10,806.40	15,605.35	19,500.00	3,894.65	80.03%
Postage/Freight & Express Mail	6920	5,506.12	21,869.26	17,182.42	24,200.00	7,017.58	71.00%
Advertising	6930	1,698.79	10,517.63	11,237.78	13,440.00	2,202.22	83.61%
Printing Charges	6940	1,781.08	14,483.75	11,511.81	19,050.00	7,538.19	60.43%
Bank & ActiveNet Charges	6950	3,417.63	36,560.68	35,654.29	40,250.00	4,595.71	88.58%
Approp.-Redev /Collection Fees (est)	6960	32,641.67	425,026.14	359,058.33	391,700.00	32,641.67	91.67%
Minor Furniture Fixtures & Equipment	6980		1,614.22	1,041.69	1,650.00	608.31	63.13%
Computer Hardware/Software	6990	2,400.80	4,408.84	27,536.34	26,400.00	(1,136.34)	104.30%
Fingerprint Fees-HR	7010	270.00	720.00	1,161.00	1,700.00	539.00	68.29%
Fire & Safety Inspection Fees	7020		2,223.85	2,465.30	5,075.00	2,609.70	48.58%
Business Permit & License Fees	7030		4,769.95	2,937.83	4,450.00	1,512.17	66.02%
State License Fee	7040		97.50	97.50	-	(512.50)	0.00%
Legal Services	7110	8,948.42	49,474.69	26,049.22	75,300.00	49,250.78	34.59%
Typeset & Print Services	7115	2,200.00	34,304.47	39,634.61	50,700.00	11,065.39	78.17%
Instructor Services/Payment	7120	16,766.40	147,210.52	134,751.45	168,360.00	33,608.55	80.04%
PERS Administrative Fees	7125	116.54	1,234.02	1,019.78	1,250.00	230.22	81.58%
Audit Services	7130		635.00	5,800.00	10,700.00	4,900.00	54.21%
Medical & Health Services-HR	7140	105.00	845.00	1,370.00	2,400.00	1,030.00	57.08%
Security Services	7150	433.50	3,783.13	3,611.26	4,450.00	838.74	81.15%
Entertainment Services	7160	450.00	1,995.00	1,800.00	250.00	(1,350.00)	640.00%
Business-Services	7180	3,002.90	53,297.52	58,842.16	80,400.00	21,557.84	73.19%
Umpire&Referee Services	7190		1,090.00	1,060.71	1,900.00	839.29	55.83%
Publications & Subscriptions	7210	143.00	1,542.26	1,982.20	3,175.00	1,192.80	62.43%
Rents & Leases-Equipment	7310	2,171.15	16,550.30	14,909.27	30,145.00	15,235.73	49.46%
Building/Field Leases and Rentals	7320		4,631.00	706.28	13,200.00	12,493.72	5.35%
Aquatic Supplies	7410		992.11	943.59	1,900.00	956.41	49.66%
Classroom Supplies	7420	82.50	4,213.27	4,357.03	6,575.00	2,217.97	66.27%
Bingo Supplies	7430	820.50	5,945.10	5,982.33	7,500.00	1,517.67	79.76%
Sporting Goods	7440	745.20	7,452.37	6,214.57	10,400.00	4,185.43	59.76%
Art & Craft Supplies	7450	170.18	2,024.82	2,024.25	2,015.00	(9.25)	100.46%
Training Supplies	7460		549.38	1,173.57	3,300.00	2,126.43	35.56%
Camp Supplies	7470		12.89		600.00	600.00	0.00%
Small Tools	7510	270.40	14,021.89	6,468.45	16,500.00	10,031.55	39.20%
Uniforms	7610	424.53	2,723.78	7,726.38	11,115.00	3,388.62	69.51%
Safety Clothing & Supplies	7620		4,036.45	3,883.23	7,120.00	3,236.77	54.54%
Conference & Seminars	7710	195.00	4,794.00	2,035.00	9,660.00	7,625.00	21.07%
Out of Town Travel	7720		3,653.33	2,436.33	14,765.00	12,328.67	16.50%
Private Vehicle Mileage	7730	275.63	2,911.98	2,009.30	4,300.00	2,290.70	46.73%
Transportation Charges	7740		725.00	390.00	1,550.00	1,160.00	25.16%
Special Events	7750		11,004.88	9,928.66	16,850.00	6,921.34	58.92%
Tuition/Book Reimbursement	7760			301.79	750.00	448.21	40.24%
Gas	7810	326.73	21,454.40	14,454.48	31,000.00	16,545.52	46.63%
Water	7820	61,239.44	637,334.16	543,559.81	830,500.00	286,940.19	65.45%
Electricity	7830	20,174.43	203,134.57	199,914.37	267,375.00	67,460.63	74.77%
Awards & Certificates	7910	170.00	10,463.94	8,942.49	18,000.00	9,057.51	49.68%
Meals & Entertainment	7920	279.57	2,786.19	4,118.45	5,650.00	1,531.55	72.89%
Employee Morale	7930	523.89	2,034.94	1,769.91	3,750.00	1,980.09	47.20%
Cost to Issue Side Fund Loan	6971		4,036.90	807.38	4,850.00	4,042.62	16.65%
Cost to Issue COP's	6970		20,676.40	4,135.28	24,800.00	20,664.72	16.67%
Loan Payment Pension Obligation (est)	6160	18,300.00	79,610.49	201,300.00	219,600.00	18,300.00	91.67%
COP Debt - PV Fields (est)	7950	60,125.00	414,191.85	661,375.00	721,500.00	60,125.00	91.67%
Service and Supply Expenditures		375,823.57	3,000,904.48	3,141,649.54	4,207,635.00	1,065,985.45	74.67%
Capital Expenditures	8400		34,549.92	23,745.00	318,000.00	294,255.00	7.47%
LWCF Grant	8401	3,809.06		190,531.96			
NRPA Grant	8402			75,000.00			
Equipment/Facility Replacement	8420			26,446.70	25,000.00	(1,446.70)	105.79%
Parking Lot Repair-Assessment	6718				-	-	#DIV/0!
Tree Care-Assessment	6719		11,900.00	4,322.00	-	(4,322.00)	#DIV/0!
Playground Replacement- Assess	6721	5,000.63	6,571.93	6,809.63	-	(6,809.63)	#DIV/0!
Park Amenities- Assess	6722		8,214.01	1,329.84	-	(1,329.84)	#DIV/0!
Facility Replacement	6723				-	-	#DIV/0!
Capital Expenditures		8,809.69	61,235.86	328,185.13	343,000.00	280,346.83	95.68%
<b>TOTAL GENERAL FUND EXPENDITURES</b>		<b>681,051.65</b>	<b>5,944,268.11</b>	<b>6,437,137.66</b>	<b>8,321,842.00</b>	<b>2,150,236.29</b>	<b>77.35%</b>

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Leonore Young, Acting Admin Services Manager**

**DATE: June 3, 2015**

**SUBJECT: RESOLUTION NO. 544 ADOPTING THE  
APPROPRIATION AMOUNT SUBJECT TO  
GANN LIMITATION, FY 2015-2016**

**RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 544 setting the FY 2015-2016 appropriation amount subject to the Gann limits.

**BACKGROUND**

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

While the percent change in California per capita personal income used in setting the 2015-2016 appropriations limit is a statewide figure, the district population increase, is the percent change in population for the City of Camarillo. The City population and California per capita personal income changes are provided by the State Department of Finance.

In calculating the appropriation amount subject to limitation, fiscal year 1978-1979 was designated as the base year with adjustments to be made in subsequent years according to the criteria as referenced above. Staff has computed the limitation amount for fiscal year 2015-2016 as indicated in Attachment 2. Attachment 1 is a proposed resolution setting the amount.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 544 setting the FY 2015-2016 appropriation amount subject to the Gann limits.

**ATTACHMENTS**

- 1) Resolution No. 544 (1 page)
- 2) FY 2015-2016 Appropriation Limit (1 page)



RESOLUTION 544  
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 2015-2016,

**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 2015-2016 is \$9,575,393.

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 3rd day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
ELAINE L. MAGNER, CHAIRPERSON  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

\_\_\_\_\_  
NEAL DIXON, SECRETARY  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
APPROPRIATION LIMIT**

	2014	2015
California Per Capita Personal Income percentage change:	3.82%	
Converted to a ratio:	$\frac{3.82 + 100}{100} =$	1.0382
PVRPD Estimated change in population:	0.66%	
Converted to a ratio:	$\frac{.66 + 100}{100} =$	1.0066
2014 2015 Calculation: ratio of change	1.0382 X 1.0066	= 1.0451
1978 1979 Appropriation Limitation		1,769,843
2014 2015 Appropriation Limitation		9,162,178
2015-2016 appropriation limit \$9,162,178 (2014-2015 limitation) X 1.0479(2014-2015 2016 ratio of change)		= <u>9,575,393</u>
		<u><u>9,575,393</u></u>

<http://www.dof.ca.gov/budgeting/#MoreResources>

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

**TO: BOARD OF DIRECTORS**

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

**DATE: June 3, 2015**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 545 APPROVING ENGINEER'S REPORT,  
CONFIRMING DIAGRAM AND ASSESSMENT AND  
ORDERING LEVY OF ASSESSMENT FOR FY 2015 -  
2016 FOR THE PARK MAINTENANCE AND  
RECREATION IMPROVEMENT DISTRICT FOR THE  
PLEASANT VALLEY RECREATION AND PARK  
DISTRICT**

**RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 545, accepting the Engineer's Report and ordering the levy of assessment at \$37.44.

**BACKGROUND**

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

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

On February 4, 2015, the Board adopted Resolution No. 538, directing the preparation of an Engineer's Report for the District and initiating the procedures for the continuation of the Assessment District for FY 2015-2016.

On May 6, 2015 the Board adopted Resolution No. 543, declaring intention to levy assessments for FY 2015-2016, preliminarily approving the Engineer's Report, and providing for Notice of Hearing for the Public Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District.

### **ANALYSIS**

In order to continue to levy the assessments, the Board on February 4, 2015 directed SCI Group, Inc. the assessment engineer, to prepare an Engineer's Report for FY 2015-2016. This Engineer's Report, which includes the proposed budget and the updated proposed assessment for each parcel in the District, was completed and filed with the District on May 6, 2015.

### **FISCAL IMPACT**

The Board has the authority to approve an annual adjustment to the assessment rate by an amount equal to the change in the Los Angeles Consumer Price Index (CPI), not to exceed 3%. The assessment rate for FY 2015-2016 is \$37.44 per single family equivalent benefit unit (\$0.26 increase from last fiscal year rate) which is an assessment rate increase of 0.72%. To achieve the recommended 0.72% increase, SCI staff utilized the CPI indicator as of December 31, 2014.

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

### **RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 545 accepting the Engineer's Report and ordering the levy of assessment at \$37.44.

### **ATTACHMENTS**

- 1) Resolution No. 545 (3 pages)
- 2) Engineer's Report (39 pages)

**RESOLUTION NO. 545**

**A RESOLUTION APPROVING ENGINEER'S REPORT, CONFIRMING  
DIAGRAM AND ASSESSMENT AND ORDERING LEVY OF ASSESSMENT  
FOR FISCAL YEAR 2015-16 FOR THE  
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT  
FOR THE  
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

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

WHEREAS, by its Resolution No. 543, A Resolution Directing Preparation of the Engineer's Report for the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement District (the "District"), this Board designated SCI Consulting Group as Engineer of Work and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution; and

WHEREAS, the report was duly made and filed with the Clerk of the Board and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that June 3, 2015 at the hour of 6:00 p.m. at the City of Camarillo, City Hall Council Chambers, 601 Carmen Dr., Camarillo, California, were appointed as the time and place for a hearing by this Board on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

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

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

1. The public interest, convenience and necessity require that the levy be made.
2. The District benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the Clerk of the Board, which map is

made a part hereof by reference thereto.

3. The Engineer's Report as a whole and each part thereof, to wit:
  - (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;
  - (b) the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the District; and
  - (c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto;

are finally approved and confirmed.

4. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report as hereinabove determined and ordered, is intended to and shall refer and apply to the report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Board.
5. The assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2015-16 is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act of 1972, reference is hereby made to the Resolution Directing Preparation of Engineer's Report.
6. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.
7. Immediately upon the adoption of this resolution, but in no event later

than the second Monday in August following such adoption, the Clerk of the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Ventura. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Pleasant Valley Recreation and Park District.

8. Upon receipt of the moneys representing assessments collected by the County, the General Manager shall deposit the moneys in the District Treasury to the credit of the improvement fund previously established under the distinctive designation of the District. Moneys in the improvement fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.
9. The assessments levied are in conformance with Proposition 218.

**PASSED AND ADOPTED** this 3rd day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

ELAINE MAGNER, CHAIRPERSON  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

---

NEAL DIXON, SECRETARY  
PLEASANT VALLEY RECREATION AND PARK DISTRICT



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

**ENGINEER'S REPORT**

FISCAL YEAR 2015-16

APRIL 2015

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

ENGINEER OF WORK:  
**SCIConsultingGroup**  
4745 MANGELS BOULEVARD  
FAIRFIELD, CALIFORNIA 94534  
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FAX 707.430.4319  
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## INTRODUCTION

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### OVERVIEW

The Pleasant Valley Recreation and Park District (the "Park District") currently provides park facilities and recreational programs for its service area of 25,700 parcels. The Park District currently owns, operates and maintains 28 neighborhood, community, and regional parks which are distributed throughout the Park District. (For locations of the Park District's facilities, see the Diagram following in this Report.)

The Park District's facilities are summarized as follows:

### DISTRICT PARKS

- ❖ **ADOLFO PARK**, (3.0 acres), 3601 N. Adolfo.
- ❖ **ARNEILL RANCH PARK**, (5.0 acres), 1301 Sweetwater.
- ❖ **BIRCHVIEW PARK**, (0.7 acres), 5564 Laurel Ridge Lane, Birchview/Laurel Ridge.
- ❖ **CALLEGUAS CREEK PARK**, (3.0 acres), 675 Avenida Valencia.
- ❖ **CAMARILLO OAK GROVE PARK**, (24.55 acres), 6968 Camarillo Springs Road.
- ❖ **CARMENITA PARK**, (1.0 acres), 1506 Sevilla.
- ❖ **CHARTER OAK PARK**, (5.7 acres), 2500 Charter Oak Drive.
- ❖ **COMMUNITY CENTER PARK**, (12.9 acres), 1605 E. Burnley Street, Carmen/Burnley.
- ❖ **DOS CAMINOS PARK**, (4.4 acres), 2198 N. Ponderosa Road, Las Posas/Ponderosa.
- ❖ **ENCANTO PARK**, (3.0 acres), 5300 Encanto.
- ❖ **FOOTHILL PARK**, (2.3 acres), 1501 Cranbrook Street.
- ❖ **FREEDOM PARK**, (33.9 acres), 275 E. Pleasant Valley Road, Skyway/Eubanks.
- ❖ **HERITAGE PARK**, (9.0 acres), 1630 Heritage Trail, Joshua Trail/Heritage Trail.
- ❖ **LAS POSAS EQUESTRIAN PARK**, (2.0 acres), 2084 Via Veneto, El Tuaca/Via Veneto.
- ❖ **LAURELWOOD PARK**, (1.5 acres), 2127 Dexter, Mobil/Dexter.
- ❖ **LOKKER PARK**, (7.0 acres), 848 Vista Coto Verde, Calle Higuera/Avenida Sultura.
- ❖ **MISSION OAKS PARK**, (20.2 acres), 5501 Mission Oaks Boulevard, Mission Oaks/Oak Canyon.
- ❖ **MISSION VERDE PARK**, (2.0 acres), 5358 Mission Verde Drive.
- ❖ **NANCY BUSH PARK**, (3.4 acres), 1150 Bradford.

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

### **ASSESSMENT PROCESS**

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

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

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

## ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on February 4, 2015.

This Engineer's Report ("Report") was prepared to establish the budget for the continued improvements and services ("Improvements") that would be funded by the proposed 2015-16 assessments, determine the benefits received by property from the improvements and services within the Park District and the method of assessment apportionment to lots and parcels within the Park District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the *California Streets and Highways Code* (the "Act") and Article XIID of the California Constitution (the "Article").

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

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 3, 2015. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2015-16. If the assessments are so confirmed and approved, the levies would be submitted to the County Auditor/Controller by August 2015 for inclusion on the property tax roll for fiscal year 2015-16.

## LEGISLATIVE ANALYSIS

### PROPOSITION 218

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

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

### **SILICON VALLEY TAXPAYERS ASSOCIATION, INC. v SANTA CLARA COUNTY OPEN SPACE AUTHORITY**

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

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

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

### **DAHMS V. DOWNTOWN POMONA PROPERTY**

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

### **BONANDER V. TOWN OF TIBURON**

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

### **BEUTZ V. COUNTY OF RIVERSIDE**

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



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

#### **GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO**

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

#### **COMPLIANCE WITH CURRENT LAW**

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

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

## PLANS & SPECIFICATIONS

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

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

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

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

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

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

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

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

## FISCAL YEAR 2015-16 ESTIMATE OF COST AND BUDGET

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### INTRODUCTION

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

<b>Final Level of Improvements</b>	<b>=</b>	<b>Baseline Level of Improvements</b>	<b>+</b>	<b>Enhanced Level of Improvements</b>
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### SUMMARY OF DISTRICT'S IMPROVEMENT PLANS

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

TABLE 1 - ESTIMATE OF COST, FY 2015-16

	<i>Total Budget</i>	
Installation, Maintenance & Servicing Costs		
Capital Improvements		\$1,000,021
Equipment Replacement		\$25,000
Services and Supplies		\$1,998,339
Maintenance and Operations of Improvements <sup>1</sup>		\$1,995,117
Totals for Installation, Maintenance and Servicing		\$5,018,477
Less: District Contribution <sup>2</sup>		(\$3,741,747)
Net Cost of Installation, Maintenance and Servicing		<u>\$1,276,730</u>
Incidental Costs		\$27,500
Less: Beginning Fund Balance (July 1, 15)		(\$320,426)
Contribution to Reserve Fund/Improvement Fund/Contingency <sup>3</sup>		\$35,322
Total Park Maintenance and Recreation Improvement District Budget <sup>4</sup> (Net Amount to be Assessed)		<u>\$1,019,126</u>
Budget Allocation to Property		
Total Assessment Budget*		\$1,019,126
	<b>Unadjusted SFE</b>	<b>Adjusted SFE</b>
Single Family Equivalent Benefit Units - Zone A	26,214.19	26,214.19
Single Family Equivalent Benefit Units - Zone B	404.64	101.16
Single Family Equivalent Benefit Units - Zone C	1,809.80	904.90
Adjusted SFE Units		<u>27,220.25</u>
Assessment per Single Family Equivalent Unit		\$37.44
Budget Allocation to Property		

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

Notes to Estimate of Cost:

1. The item, Maintenance and Operation of Improvements provides funding for enhanced maintenance of all parks and recreation facilities on a daily basis, seven days per week. Improvements include mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.
2. As determined in the following section, at least 25% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$5,018,477, the District must contribute at least \$1,254,619 from sources other than the assessments. The District will contribute much more than this amount, which more than covers any general benefits from the Improvements.
3. This amount is the projected ending fund balance as of June 30, 2016. The Fund Balance shown includes operating reserves and the Capital Improvement Reserve Fund.
4. The Act stipulates that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Improvement District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The funds shown under contribution to Reserve Fund / Improvement Fund / Contingency are primarily being accumulated for future capital improvement and capital renovation needs.

## METHOD OF APPORTIONMENT

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### METHOD OF APPORTIONMENT

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

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

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

### DISCUSSION OF BENEFIT

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

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

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

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

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

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

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

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

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

## **BENEFIT FACTORS**

The special benefits from the Improvements are listed below:

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

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

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



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

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

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

#### **PROXIMITY TO IMPROVED PARKS AND RECREATIONAL FACILITIES**

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

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

### **ACCESS TO IMPROVED PARKS, OPEN SPACE AND RECREATIONAL AREAS**

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

### **IMPROVED VIEWS**

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

### **BENEFIT FINDING**

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

### **GENERAL VERSUS SPECIAL BENEFIT**

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

In other words:

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

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

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

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

A formula to estimate the general benefit is listed below:

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

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

## CALCULATING GENERAL BENEFIT

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

### BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT

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

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

#### **Assumptions:**

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

25,370 parcels in the Improvement District.

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

#### **Calculation of General Benefit to Property Outside the Improvement District**

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

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

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

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

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

### **BENEFIT TO THE PUBLIC AT LARGE**

The general benefit to the public at large can be estimated by the proportionate amount of time that the Park District’s parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the Park District<sup>1</sup>. A survey of park and recreation facility usage conducted by SCI Consulting Group found that less than 5% of the Park District’s facility usage is by those who do not live or work within District boundaries.<sup>2</sup> When people outside the Improvement District use parks, they diminish the availability of parks for people within the Improvement District. Therefore, another 5% of general benefits are allocated for people within the Improvement District. Combining these two measures of general benefits, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

### **TOTAL GENERAL BENEFITS**

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

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

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

**General Benefit Calculation**

**6.2% (Outside the Assessment District)**  
**+ 2.0% (Inside the district – indirect and derivative)**  
**+ 10.0% (Public at Large)**  
**= 18.2% (Total General Benefit)**

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

The Park District's total budget for maintenance and improvement of its parks and recreational facilities is \$5,081,477. Of this total budget amount, the Park District will contribute \$3,741,747 from sources other than the assessments for park maintenance and operation. This contribution by the Park District equates to approximately 75% of the total budget for maintenance and improvements and constitutes far more than the amount attributable to the general benefits from the Improvements.

### ZONES OF BENEFIT

The Pleasant Valley Recreation and Park District's parks and recreation facilities are generally concentrated in the areas encompassing the City of Camarillo. The outlying, generally more rural areas of the Park District have limited park and recreation facilities and properties in these areas (collectively "area") are generally less proximate to the Improvements. Therefore, this area receives relatively lesser special benefits from the assessments than properties located within the City of Camarillo. This area of lesser benefit is defined to include all parcels within District boundaries that are located outside of the City limits, excluding the upper northwest section of the unincorporated areas of the Park District, generally known as the Heights and Spanish Hills<sup>3</sup>. This area is hereinafter referred to as Zone of Benefit B or Zone B and is depicted on the Assessment Diagram included with this Report. All parcels within the City of Camarillo or within the unincorporated areas described as the Heights or Spanish Hills are classified into Zone of Benefit A or Zone A.

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

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

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

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

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

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

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

	<i>Zone of Benefit</i>			<i>Total</i>
	<i>A</i>	<i>B</i>	<i>C</i>	
Total Parcels	22,539	771	2,396	25,706
SFE Units (Unadjusted for Benefit Weighting)	26,214.19	404.64	1,809.80	28,428.63
Benefit Adjustment Factor	100%	25%	50%	
Assessment Rate per SFE	\$37.44	\$9.36	\$18.72	
Total Assessment	\$981,459.27	\$3,787.43	\$33,879.46	\$1,019,126.16

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

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

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

The SVTA vs. SCCOSA, 44 Cal.4<sup>th</sup> 431, 456, decision indicates:

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

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

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

#### **METHOD OF ASSESSMENT AND PROPORTIONALITY**

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

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



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

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

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

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

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

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

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

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

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

This method is further described below.

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

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

**EQUATION 1 – SPECIAL BENEFIT APPORTIONMENT FACTORS**

<p><b>Special Benefit</b> <math>\approx \Sigma</math></p>	<p><b>(Special Benefit apportionment factors including use property type, size, location, and proximity to Improvements)</b></p>
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The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's

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

#### EQUATION 2 – RELATIVE SPECIAL BENEFIT (SFE)

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

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

#### EQUATION 3 – ASSESSMENT APPORTIONMENT

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

### METHOD OF APPORTIONMENT

#### RESIDENTIAL PROPERTIES

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

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

**TABLE 3 - RESIDENTIAL DENSITY AND ASSESSMENT FACTORS**

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

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

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

### COMMERCIAL/INDUSTRIAL PROPERTIES

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

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

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

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

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

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

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

**TABLE 4 - COMMERCIAL/INDUSTRIAL DENSITY AND ASSESSMENT FACTORS**

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

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

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

**VACANT PROPERTIES**

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

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

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

### **OTHER PROPERTIES**

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

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

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

### **DURATION OF ASSESSMENT**

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

### **APPEALS AND INTERPRETATION**

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

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

## ASSESSMENT

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**WHEREAS**, on February 4, 2015 the Pleasant Valley Recreation and Park District Board of Directors adopted its Resolution Designating Engineer of Work, and Directing Preparation of the Engineer's Report For the Pleasant Valley Recreation and Park District, County of Ventura, California;

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

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

The amount to be paid for the Improvements and the expense incidental thereto, to be paid by the Improvement District for the fiscal year 2015-16 is generally as follows:

**TABLE 5 - SUMMARY COST ESTIMATE**

	<i>F.Y. 2015-16</i>
	<u><i>Budget</i></u>
Parks Maintenance	\$4,018,456
Parks Improvements	\$1,000,021
Contingency and Reserve	\$35,322
Incidental Expenses	\$27,500
<b>TOTAL BUDGET</b>	<u>\$5,081,299</u>
Less:	
Beginning Fund Balance (July 1, 15)	(\$320,426)
Park District Contribution	<u>(\$3,741,747)</u>
<b>NET AMOUNT TO ASSESSMENTS</b>	<u>\$1,019,126</u>

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

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



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

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

The change in the CPI from December 2013 to December 2014 was 0.72%. Therefore, the maximum authorized assessment rate for fiscal year 2015-16 is increased by 0.72% which equates to \$37.44 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2015-16 at the rate of \$37.44.

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

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Ventura for the fiscal year 2015-16. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2015-16 for each parcel or lot of land within the Improvement District.

Dated: April 23, 2015

Engineer of Work



A handwritten signature in blue ink, appearing to read "John W. Bliss", written over a horizontal line.

By \_\_\_\_\_  
John Bliss, License No. C52091

## ASSESSMENT DIAGRAM

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The Improvement District includes all properties within the boundaries of the Pleasant Valley Recreation and Park District. The boundaries of the Improvement District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Improvement District are those lines and dimensions as shown on the maps of the Assessor of the County of Ventura, for fiscal year 2015-16, and are incorporated herein by reference, and made a part of this Diagram and this Report.

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FILED IN THE OFFICE OF THE GENERAL MANAGER  
OF THE PLEASANT VALLEY RECREATION AND  
PARK DISTRICT, COUNTY OF VENTURA,  
CALIFORNIA,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

GENERAL MANAGER \_\_\_\_\_

RECORDED IN THE OFFICE OF THE GENERAL  
MANAGER OF THE PLEASANT VALLEY  
RECREATION AND PARK DISTRICT,  
COUNTY OF VENTURA, CALIFORNIA, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

GENERAL MANAGER \_\_\_\_\_

AN ASSESSMENT WAS CONFIRMED AND  
LEVIED BY THE BOARD OF DIRECTORS OF  
THE PLEASANT VALLEY RECREATION AND PARK  
DISTRICT ON THE LOTS, PIECES AND PARCELS  
OF LAND ON THIS ASSESSMENT DIAGRAM ON THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015

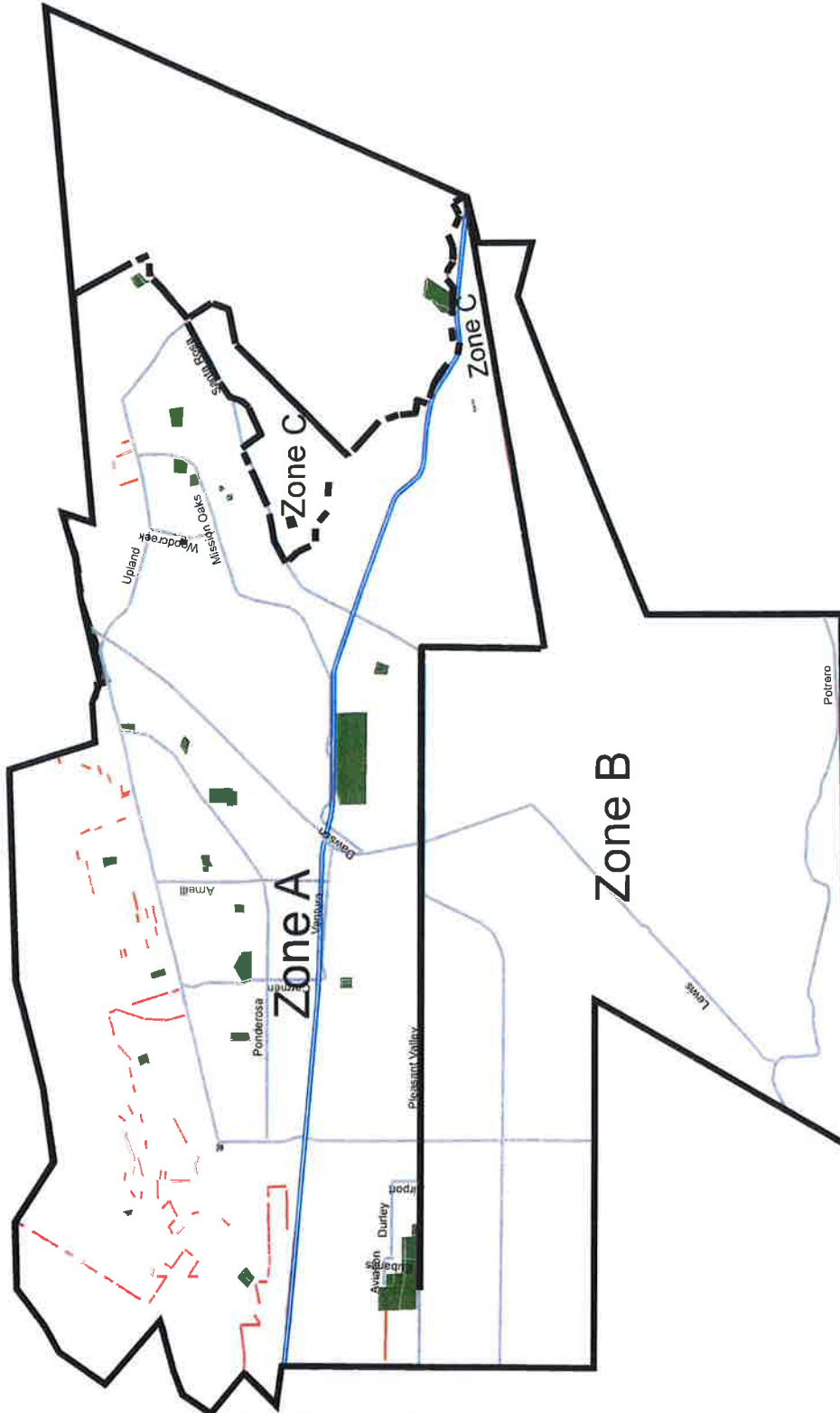
FOR FISCAL YEAR 2015-16 AND SAID ASSESSMENT  
DIAGRAM AND THE ASSESSMENT ROLL FOR SAID  
FISCAL YEAR WERE FILED IN THE OFFICE OF THE  
COUNTY AUDITOR OF THE COUNTY OF VENTURA  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_,

2015. REFERENCE IS HEREBY MADE TO SAID  
RECORDED ASSESSMENT ROLL FOR THE EXACT  
AMOUNT OF EACH ASSESSMENT LEVIED AGAINST  
EACH PARCEL OF LAND.

GENERAL MANAGER \_\_\_\_\_

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
2015, AT THE HOUR OF \_\_\_\_ O'CLOCK  
\_\_\_\_ M. IN THE OFFICE OF THE COUNTY  
AUDITOR OF THE COUNTY OF VENTURA,  
STATE OF CALIFORNIA, AT THE REQUEST OF  
THE BOARD OF DIRECTORS OF THE PLEASANT  
VALLEY RECREATION AND PARK DISTRICT.

COUNTY AUDITOR, COUNTY OF VENTURA



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

**Legend**

- Interstate
- Major Road
- Local Road
- Parks
- District Boundary Line
- City boundaries
- Zone of Benefit Boundary

SCI Consulting Group  
4745 Mangels Blvd  
Sanfield, Ca 94534  
925-430-4300

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

## **APPENDIX A - 2015-16 ASSESSMENT ROLL**

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

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

**TO: BOARD OF DIRECTORS**

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

**DATE: June 3, 2015**

**SUBJECT: CONSIDERATION AND APPROVAL OF THE SPRINGBROOK  
ACCOUNTING SOFTWARE CONTRACT IN THE AMOUNT OF  
\$56,676**

**RECOMMENDATION**

It is recommended the Board review and approve the contract with Springbrook Accounting Software in the amount of \$56,676.

**BACKGROUND**

In January 2015, staff contacted numerous financial software companies requesting demonstrations of the software and a list of various financial modules each had to offer. Five software companies responded and demonstrated their products to the Finance and Human Resources staff. At the May 6, 2015 Board Meeting, staff and board members agreed to purchase Springbrook Accounting Software.

**ANALYSIS**

The software package includes General Ledger, Accounts Payable, Bank Reconciliation, Accounts Receivable, Automated Clearing House (ACH), Cash Receipts, Payroll, Direct Deposit and Human Resources, along with conversion, implementation and training. The Springbrook Accounting Software contract was forwarded to the District's legal counsel for review and was approved by counsel to move forward with the contract.

**FISCAL IMPACT**

Sufficient funds for the accounting software have been budgeted in the fiscal year 2015-2016 budget. The financial impact of the contract to the District's General Fund will be \$56,676 along with hardware, Active Net conversion, implementation, training and miscellaneous of \$30,642 equating to \$87,318 from the general fund. If approved by the Board at the June 3<sup>rd</sup> meeting the District will finance the accounting software over a period of four (4) years, which will have an annual payment of \$17,674.65.

**RECOMMENDATION**

It is recommended the Board review and approve the Springbrook Accounting Software contract in the amount of \$56,676.

**ATTACHMENT**

- 1) Springbrook Contract (19 pages)



# Springbrook Finance Suite, Payroll, Human Resources on Premise Proposal for Pleasant Valley Rec and Park District.

5/29/2015

Presented By:  
Ron Schlitzkus  
Installed Account and Migration Sales Manager  
ron.schlitzkus@sprbrk.com  
5038206287



Licensed Products and Services						
Line	Item	Type	Recurring	QTY	Sales Price	Total Price
1	<p><b>Finance Application Level 1</b></p> <p>Finance Level 1 is optimized for organizations with about 10 Funds and 2 Banks (no limits or restrictions present). Up to five Full Users and 10 Casual Users are allowed in Finance Level 1. There are no additional options available in Level 1. The following licensed features are included as Standard in Level 1: General Ledger with Basic Budgeting, Standard Reports Library, Query by Example Ad-Hoc Reporting Tool, Accounts Payable with Standard Mode (Invoices &amp; Checks), Bank Reconciliation Dashboard.</p> <p>All standard interfaces included in this product are provided as is. Customization to meet specific 3rd party vendor requirements are billed separately and are not included with this product.</p> <p>***This product requires Professional Services for use and are listed as a separate line item on this contract.***</p>	License Premise	<input type="checkbox"/>	1	\$9,350.00	\$9,350.00
2	<p><b>Payroll &amp; Personnel Management Application Level 2</b></p> <p>Payroll &amp; Personnel Management Level 2 is ideally suited for organizations with up to 75 Full Time Employees, up to 150 Part Time Employees and for up to 2 Pay Schedules. Payroll &amp; Personnel Management Level 2 does not allow for maintaining a Pension.</p> <p>Additional options: Payroll Positive Pay, Ten Full Time Users and 150 Casual Users are allowed for in Payroll &amp; Personnel Management Level 2.</p> <p>The following features are included as Standard in Level 2: Payroll with State and Federal Reporting, PR Electronic Check Signature, Direct Deposit Reporting, Automated Retro Pay Processing, Payroll W/CR Checks, Advanced FLSA Configuration, Human Resources with Mass Employee Election Update (Bulk Deductions), Salary &amp; Wage Control (COA, Grade &amp; Step Adjustments), Position Management (Position Control, Plans), Union Management (Involves typically 1 Union), Electronic Personnel Action Forms.</p> <p>All standard interfaces included in this product are provided as is. Customization to meet special 3rd party vendor requirements are billed separately and are not included with this product.</p> <p>***This product requires Professional Services for use and are listed as a separate line item on this contract.***</p>	License Premise	<input type="checkbox"/>	1	\$15,000.00	\$15,000.00
3	<p><b>Cash Receipts Import</b></p> <p>Allows users to import receipts and payments via a delimited file into the Cash Receipts module via one of the standard import templates available or via the configurable import utility. Payments imported into the application can be modified if desired. This is not a real-time interface; a user will need to manually import the file into the application for the payments to be update in the Springbrook Application. Initial configuration and deployment services are included with this license.</p>	License Premise	<input type="checkbox"/>	1	\$3,300.00	\$3,300.00
4	<p><b>Finance Conversion Services - Essential</b></p> <p>Finance Conversion Services - Essential is available for all deployment models. Essential Conversion Services are designed to convert critical data necessary for processing in the application. Services in Essential consist of conversion of General Ledger, Chart of Accounts Masters, General Ledger Beginning Balances (current and 3 year's prior), General Ledger Fiscal Period Balances (2 years prior and current), A/P, A/R, AP, 1099 Vendor Totals.</p> <p>All Conversion Services identified at this level are Template Conversions. The Client will be responsible for extracting the data from the current system and populating it into the templates provided by Springbrook. Only data populated and available on the template will be converted.</p>	Service Conversion	<input type="checkbox"/>	1	\$2,600.00	\$2,600.00
5	<p><b>Finance Professional Services - Essential</b></p> <p>Offering is limited to Professional Services for the following Features and Functions. Additional Professional Services are required for Features and Functions not listed.</p> <p>AP: Application Configuration, Basic Invoice processing, Computer Checks Processing and Reporting</p> <p>GL: Application Configuration, Basic Chart of Accounts Maintenance, Journal Entries, Budgeting, Basic Reporting</p> <p>BP: Application Configuration, Basic Account Reconciliation</p> <p>CR: Application Configuration, Electronic Payment Processing</p> <p>CR: Application Configuration, Basic Cash Receipt Processing</p> <p>Essential includes an assigned Implementation Consultant and Project Manager, as well as access to eLearning materials. The project completion date is approximately 6 weeks from start. Finance Professional Services - Essential</p>	Service Professional	<input type="checkbox"/>	1	\$6,400.00	\$6,400.00

Licensed Products and Services						
Type	Item	Type	Recurring	QTY	Sales Price	Total Price
	provides remote configuration and go-live assistance with the Consultant. Basic Chart of Accounts formulation assistance is provided, and Best Practice and Standard Application configurations are available in Essential. Online webinar training for Reporting Tools and Budgeting is provided. *Additional modules and functions that are necessary after Core System Go-Live require additional cost Go-Live Professional Services					
6	<b>Payroll &amp; Personnel Management Conversion Services - Essential</b> Payroll & Personnel Management Conversion Services - Essential is available for all deployment models. Essential Conversion Services are designed to provide convert basic data necessary for processing Payroll in the application. Services at Essential are limited to Payroll Employee Master Data Conversion Services identified at this level are: Template Conversions. The Client will be responsible for extracting the data from the current system and populating it into the templates provided by Springbrook. Only data populated and available on the template will be converted.	Service Conversion	<input type="checkbox"/>	*	\$6,400.00	\$6,400.00
7	<b>Payroll &amp; Personnel Management Professional Services - Essential</b> Offering is limited to Professional Services for the following Features and Functions. Additional Professional Services are required for Features and Functions not listed: Application Configuration Basic Payroll Processing Direct Deposit Configuration State and Federal Reporting Payroll Professional Services - Essential is available for all deployment models. Essential includes an assigned implementation Consultant and Project Manager, as well as access to eLearning materials during implementation. Payroll Professional Services - Essential provides remote Best Practice and Standard Application configurations and go-live assistance with the Consultant.	Service Professional	<input type="checkbox"/>	*	\$6,400.00	\$6,400.00
8	<b>Maintenance Finance Level 1</b> Maintenance Finance Level 1	License Maintenance	<input checked="" type="checkbox"/>	*	\$2,200.00	\$2,200.00
9	<b>Maintenance Payroll &amp; Personnel Management Level 2</b> Maintenance Payroll & Personnel Management Level 2	License Maintenance	<input checked="" type="checkbox"/>	*	\$3,300.00	\$3,300.00
10	<b>Maintenance Cash Receipts Import</b> Cash Receipts Imports Maintenance	License Maintenance	<input checked="" type="checkbox"/>	*	\$726.00	\$726.00
<b>Grand Total</b>					<b>\$56,576.00</b>	

Product Breakdown and Financial Roll-Up			
Product Family	Type	Total	Payment Terms
Recurring Costs			
License	Subscription	\$0.00	100% due upon signing, annually thereafter
License	Maintenance	\$6,226.00	100% due upon signing, annually thereafter
IT	Hosting	\$0.00	100% due upon signing, annually thereafter
Service	Subscription	\$0.00	100% due upon signing, annually thereafter
Non-Recurring Costs			
License	Premise	\$27,650.00	100% due upon signing
License	Maintenance Deferred	\$0.00	100% credited upon signing
Service	Professional	\$12,800.00	25% due upon signing, 25% due upon Acceptance of Core Modules Statement of Work, 20% due upon completion of Core Module Setup Phase, 20% upon Core Go-Live acceptance, 10% due upon Full Go-Live Acceptance of all Modules
Service	Conversion	\$10,000.00	25% due upon signing, 25% due upon Acceptance of Core Modules Statement of Work, 20% due upon completion of Core Module Setup Phase, 20% upon Core Go-Live acceptance, 10% due upon Full Go-Live Acceptance of all Modules
License	Subscription Deferred	\$0.00	100% credited upon signing

## Go-Live Implementation

Finance Payroll Utility Billing Community Development Special Assessments	General Ledger, Accounts Payable, Bank Reconciliation, Accounts Receivable, ACH, Misc. Cash Receipts Direct Deposit, Payroll
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Items listed as Go-Live requirements will be implemented as part of Core System Acceptance and Go-Live. Core Modules included are listed specifically within the Product License and Professional Service line items above. Other functions included in the Product License but not listed as part of the Core System in the Professional Service levels require additional services to implement. Additional Services and functions will be implemented systematically following Core System Go-Live.

## Additional Information

### Definitions

**Masters:** static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact information.

**History:** Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

### Client Requirements

Client must perform all data extraction from their legacy system and populate Vendor's then current Standard Templates, unless Data Extraction Services have been contracted and purchased. Standard Templates and field listings are available for review by client upon request.

Client must validate the accuracy of data, Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.

Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions for data that is being extracted from the legacy system.

### Vendor Requirements

Vendor will provide the software base application. The base for the Springbrook application includes System Setup, General Ledger Shell, Cash Receipts Shell, and Clearing House. The Springbrook base is included in all purchases.

Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.

Vendor will provide consulting services to assist client in analyzing whether data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the SSI System.

Vendor will provide a secure method for electronic data transmission.

Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the Springbrook applications.

Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

### Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred:

- (a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
- (b) 30 days has passed since the implementation ("Go-Live") of the Application without written notice of non-acceptance;
- (c) Client is using the Licensed Software Product at Issue for its intended purpose; or
- (d) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum

### Core Modules Statement of Work

The Core Modules Statement of Work shall mean the statement of work that outlines the work necessary to implement the core functionality of the client requested modules.

Acceptance of Core Modules of Statement of work shall be deemed complete for billing purposes unless Client has provided written notice of non-acceptance within 15 days of receipt of the Core Modules Statement of Work.

## Additional Information

### Limitations of Conversions Services

Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.

Vendor cannot convert data from legacy system which is not available in a corresponding field.

Vendor cannot convert data into fields which exceed the maximum database field limitations.

The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.

Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.

All current templates and field listings are available on the website, and included herein by reference.

### Terms

<b>Contract Term</b>	12 Months
<b>Special Terms</b>	* "Acceptance Period (d)" Shall be omitted in its entirety.
<p><b>This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.</b></p>	

### Accounting Payable Contact Information

First Name:	Last Name:
Title:	
Email Address:	
Phone Number:	

### Signature Section

Vendor	Client
Signed By	Signed By
Date	Date
Title	Title
Name (Print)	Name (Print)

### Additional Signatures (Optional)

Client	Client
Signed By	Signed By
Name (Print)	Name (Print)
Title	Title
Date	Date

## SPRINGBROOK SOFTWARE, INC. MASTER CLIENT AGREEMENT

This Springbrook Software, Master Client Agreement is made and entered into as by and between Springbrook Software, Inc., an Oregon corporation having its principal place of business at 1000 SW Broadway suite 1900, Portland OR 97205, ("Vendor") and ("Client"), a(n) California agency having its principal place of business at 1605 E. BURNLEY STREET, CAMARILLO, California 93010.

This Agreement consists of the general terms and conditions set forth below and any applicable Addenda.

### GENERAL TERMS AND CONDITIONS

#### 1 DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined elsewhere in this Agreement, or in an applicable Addendum or Order Form.

**"Addendum"** means an amendment or supplement to this Agreement executed by both parties.

**"Agreement"** means this Agreement, any applicable Addenda, and any Order Form or Statement of Work executed by both parties.

**"Change Order"** means a written request to change the terms or scope of a Statement of Work or an Order Form.

**"Claim"** means any claim, demand, cause of action, debt, liability, or other obligation, including reasonable attorney fees incurred in connection with such a claim.

**"Confidential Information"** means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that, if in tangible form, is reasonably marked as confidential, secret or with a comparable legend, or, if disclosed orally or visually, is reasonably identified as confidential at the time of disclosure or within a reasonable time following disclosure; (b) discussions relating to such information; and (c) any information the receiving party ("Recipient") knew or reasonably should have reasonably known under the circumstances to be confidential.

**"Consulting Services"** means services provided to analyze Client requirements and make recommendations on how to best implement and utilize Vendor Products. Client is solely responsible for insuring that accepted recommendations are appropriate for use within the Client's organization.

**"Documentation"** means the then-current, non-user specific, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor to Client.

**"Executable Code"** means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

**"Effective Date"** means the date the applicable Order Form is signed by the Client for the Products or Services being purchased.

**"Fees"** has the meaning set forth in Section 3.1 below.

**"Indemnified Parties"** means each party entitled to indemnification under this Agreement and its officers, directors, employees and agents.

**"Licensed Software Products" or "Vendor Software"** means the machine-readable, object-code version of the software licensed by Vendor to Client, including all related Documentation and any modified, updated or enhanced versions of the software that Vendor may provide to Client, as set forth in the applicable Order Form and under the terms and conditions of this Agreement.

**"Product Maintenance Services"** means on-going services provided by Vendor to Client as set forth in the Software Maintenance Addendum.

**"Order Form"** means the ordering documents, in a form specified by Vendor, representing the initial purchase of the Products as well as any subsequent purchases of Products that are signed and submitted by Client to Vendor.

**"Output"** means any work product, forms, checks, statements, reports interfaces to third parties, or information provided by Vendor or Vendor Products.

**"Products"** means items purchased by Client as set forth in an Order Form or Statement of Work, in accordance with any applicable Addendum. Products may include Licensed Software Products, Services, Subscription Services, Product Maintenance Services, Professional Services, and Product Customization.

**"Professional Services"** means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Product Maintenance Services and Subscription Services.

**"Services"** means Consulting Services, Subscription Services, Professional Services, Product Customization, and any other services provided by Vendor to Client.

**"Subscription Services"** means software based services that are provided to the Client by the Vendor or a third party on a re-occurring basis.

**"Source Code"** means the human-readable version of a software program than can be compiled into Executable Code.

**"Statement of Work"** means a written description of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

**"Taxes"** has the meaning set forth in Section 3.4. **"Term"** has the meaning set forth in Section 9.1.

## 2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client. These general terms and conditions may be supplemented by the applicable Addenda, including any Addenda identified in Table A. Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service provider. Client also understands that all Products purchased by the Client as part of this Agreement are provided as is. Any Client specific changes to the Products will require an Addendum or amendment consistent with section 11.3.

## 3 FEES AND PAYMENT

### 3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to license, maintenance, professional service and other fees for those Products and Services purchased by Client, as set forth in any applicable Order Form or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, travel time, phone and related expenses incurred in the performance of Services, which costs are also considered to be Fees. Except as specifically set forth in this Agreement, all Fees are fully earned upon receipt and non-refundable.

### 3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition to all principal due, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

### 3.3 Suspension of Services

Vendor may, at its sole discretion, may suspend client's right to use any Product provided by Vendor under this Agreement if Client fails to remit any payment when due within ten (10) business days after receiving written notice from Vendor that payment is past due. This section does not in any way waive Vendor's rights under section 9.

### 3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any Services (collectively, "Taxes"). If the Vendor is assessed Taxes or the Client is required to withhold Taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the Vendor. Taxes shall be considered a Fee and will be subject to the terms and conditions set forth in this section 3.

## 4 OWNERSHIP

### 4.1 Title

Client acknowledges, represents and warrants that title to and ownership of the Licensed Products, Systems, and Documentation, including all corrections, enhancements, or other modifications to the Licensed Software, Products, systems, and Documentation, are the sole and exclusive property of Vendor and its third party vendors. This includes all material displayed on the screen or generated, such as icons, screen displays, etc.

## 4.2 Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property right notices are reproduced on all copies thereof.

## 5 CONFIDENTIALITY

### 5.1 Obligations.

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the termination of this Agreement. The Recipient of any Confidential Information shall use the same level of care to protect the Confidential Information of the Discloser that Recipient takes to protect its own confidential information, but, at a minimum, shall take reasonable steps to prevent the unauthorized disclosure of and to maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient shall use its best reasonable efforts to ensure that any party to whom Recipient does disclose Confidential Information is subject to confidentiality obligations at least as protective as those in this Agreement. Recipient shall be liable for any breach of these confidentiality obligations by any individual or entity receiving Confidential Information from Recipient. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Confidential Information. The Confidential information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Confidential Information facilitated by Recipient's breach of these confidentiality obligations.

### 5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

- (a) An authorized court or other governmental body or;
- (b) Otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser and will cooperate with Discloser to limit any disclosure to the fullest extent possible.

## 6 LIMITED WARRANTIES AND DISCLAIMERS

### 6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, appropriateness of, use of, and results obtained from the Products and Output. Client warrants that it is solely responsible for setting up and administering internal controls to verify the accuracy of the Products' Output on an ongoing basis. All warranties made by Vendor, express or implied, extend solely to Client and not to any third parties.

### 6.2 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR

STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT, AND VENDOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. VENDOR MAKES NO WARRANTY THAT THE PRODUCTS WILL RUN PROPERLY ON ALL HARDWARE, THAT THE LICENSED SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE LICENSED SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

**7 INDEMNIFICATION**

**7.1 By Client.**

Client shall indemnify, defend and hold Vendor harmless from any Claims to the extent that the Claims arise out of or relate to:

- (a) Client's Failure to verify the appropriate use of Vendor Products and Output;
- (b) Failure of Client to verify the accuracy of Output;
- (c) Client's failure to implement and administer internal controls, including internal controls to verify, on an ongoing basis, the appropriate use and accuracy, Output;
- (d) Any data, software, or other materials provided by Client;
- (e) Any use of the Products or Services inconsistent with their intended use, as manifest in this Agreement;
- (f) Any modification, alteration, misuse, or combination of the Products or Services with other hardware or software; or
- (g) Client's wilful or reckless misconduct.

**7.2 By Vendor.**

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's wilful or reckless misconduct.

**7.3 Entire Obligation.**

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 CONSTITUTE EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

**8 LIMITATION OF LIABILITY**

**8.1 Waiver of Consequential Damages.**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

**8.2 Cap on Liability.**

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES OR PRODUCTS IN QUESTION OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. FOR FEES THAT ARE PAID ON A RE-OCCURRING BASIS, LIABILITY IS CAPPED AT AN AMOUNT EQUAL TO THE FEES PAID IN ONE FULL YEAR FOR THE SERVICES OR PRODUCTS IN QUESTION.

**8.3 Disclaimer.**

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

**9 TERM AND TERMINATION**

**9.1 Term.**

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable Order Forms (subject to the renewal terms set forth in the applicable Product Addendum and/or the applicable Order Forms) and/or Statements of Work ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

**9.2 Termination**

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within one-hundred twenty (120) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

**9.3 Obligations upon Termination.**

Upon the termination or expiration of this Agreement:

- (a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than ten (10) business days following the date on which termination or expiration is effective);
- (b) all licenses granted under this Agreement and any Addenda will immediately terminate and Client shall immediately cease all use of the Products;
- (c) Client shall remove all copies of the Licensed Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.



**9.4 Survival.**

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

**10 GENERAL LIABILITY INSURANCE**

Vendor will maintain general liability insurance. Upon request by Client, Vendor will provide Client with proof of coverage. This certificate is issued to the Client as a matter of information only and confers no rights upon the Client. This Certificate does not amend, extend or alter the coverage afforded by the insurer to the Vendor.

**11 GENERAL****11.1 Reservation of rights**

All rights not expressly granted to Client in this Agreement are reserved by Vendor and its third party providers.

**11.2 Entire Agreement.**

This Agreement, including the applicable Addenda and any Order Forms or Statements of Work, constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

**11.3 Amendment.**

This Agreement may be amended or supplemented only in writing. Any amendment must refer explicitly to this Agreement and must be signed by both parties. All other agreements whether verbal, implied or written are not binding to either party.

**11.4 Waiver.**

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

**11.5 Severability.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

**11.6 Relationship of Parties.**

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

**11.7 Non-Exclusive Relationship.**

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

**11.8 Assignment.**

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign in its entirety or in part this Agreement to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation, or to another party in connection with a merger, acquisition, or sale of assets or stock, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 11.8 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

**11.9 Compliance with Laws.**

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

**11.10 Force Majeure.**

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

**11.11 Inspection**

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days' advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

**11.12 Governing Law.**

This Agreement will be governed by and construed under the laws of the United States, the State and county in which the Client is located, as defined at the beginning of this agreement.

**11.13 Dispute Resolution and Jurisdiction.**

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals prior to initiating formal legal proceedings relating to the dispute. In the event the parties are unable to resolve the dispute, any such claim shall be submitted to Arbitration. Such arbitration shall be conducted in accordance with commercial arbitration rules then in effect for the American Arbitration Association; and both parties agree to abide by the decision resulting from such arbitration. If necessary, the decision of the American Arbitration Association may be enforced by the courts having jurisdiction over this Agreement.

**11.14 Attorney Fees.**

In the event any attorney is employed by any party to this Agreement with

regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, will be entitled to recover reasonable attorney fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

**11.15 Notices.**

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service or by certified or registered mail. (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party.

**11.16 Press Release.**

In the event that Vendor wishes to issue a press release announcing the existence of the relationship between the parties and the nature of this Agreement, Vendor will provide such press release to Client for Client's written approval and consent. Such approval and consent will be in Client's sole discretion. No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list Client as a customer.

**11.17 Construction of Agreement.**

This Agreement has been approved by the respective parties hereto and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

**11.18 Counterparts and Electronic Signatures.**

**Electronic Signatures and Copies of Documents:** The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date by a duly authorized officer or representative.

Signature Section			
Vendor		Client	
Signed By (Print)		Signed By (Print)	
Date		Date	
Title		Title	
Signature		Signature	
Additional Signatures			
Client		Client	
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

## SPRINGBROOK SOFTWARE, INC. SOFTWARE LICENSE AGREEMENT ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Licensed Software Products purchased by ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

### GENERAL TERMS AND CONDITIONS

#### 1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

**"Application"** means a Licensed Software Product module as set forth on the appropriate Order Form.

**"Custom"** means any modification, enhancement or addition to the Licensed Software Products developed by or for Vendor for Client's use or at Client's Request.

**"Enhancement"** has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

**"Escrow Agreement"** means an agreement that Vendor has entered into with an appropriate escrow management firm for the storage of the current release of Vendor's Licensed Software Products. Selection of such firms and the right to change firms at any time is solely at the discretion of the Vendor.

**"Material"** as applied to changes to Licensed Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

**"Specifications"** mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Licensed Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

**"User Materials"** means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Licensed Software Products.

#### 2 GRANT OF LICENSE

##### 2.1 Scope of License

Vendor hereby grants Client a limited, irrevocable, non-exclusive, non-transferrable license to use, copy and distribute the Licensed Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3, subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to:

(a) support Client's use of the Licensed Software Products under this Addendum;

(b) install, use and execute the Licensed Software Products on computers that Client owns or leases for purposes of serving Client's internal business needs;

(c) transfer Licensed Software Products to replacement hardware owned by Client. The costs for Vendor to provide any replacement media or technical assistance to accommodate the transfer are billable charges to the Client. Client will give Vendor advance written notification of its intent to transfer licenses to new hardware; and

(d) store the Licensed Software Products machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use, and transmit such instructions or data through Client's computers and associated devices.

##### 2.2 License Restrictions

Client may only use the Licensed Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not:

(a) assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Licensed Software Products or Client's rights under this License Agreement with or to any third party;

(b) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Licensed Software Products;

(c) refer to or use any portion of the Licensed Software Products or User Materials as part of any effort to develop any other Licensed Software Products program; or

(d) modify the Licensed Software Products in any way other than that supported through configuration options available to the Client from Vendor.

##### 2.3 Conditions of License

The term of the license granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

(a) Client is current on Licensed Software Products fee Order Form; and

(b) Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work. Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

##### 2.4 Source Code

Vendor will maintain an Escrow Agreement under which Vendor will place the source code for each major release of Vendor's Licensed Software Products. At Client's request, Vendor will add Client as a beneficiary on its Escrow Account. Client agrees to pay all fees and charges associated with

adding Client as a beneficiary on the Escrow Account. Client is solely responsible for maintaining its status as a beneficiary.

**3 OWNERSHIP; PROPRIETARY PROTECTION.**

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Licensed Software Product, but only a limited license to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Licensed Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Licensed Software Products including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Vendor or any other party, subject to the rights of Client expressly granted herein.

**3.1 Acceptance Period**

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

- (a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
- (b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;
- (c) Client is using the Licensed Software Product at issue for its intended purpose; or
- (d) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

**4 LIMITED WARRANTY.**

Vendor warrants that it has title to the Licensed Software Products and that it has full authority to grant this license to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Licensed Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Licensed Software Products, or combination of the Licensed Software Products with any other computer program or communications device. Additionally, each Licensed Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing

limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE LICENSED SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

**5 CLIENT RESPONSIBILITIES**

Client assumes all responsibility for the selection of, use of, and results obtained from the License Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Licensed Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

**6 CUSTOM AND ENHANCEMENTS**

Vendor reserves the right at its own discretion to determine if and when any type of Enhancements or Custom modifications will be made to the Licensed Software Products.

**7 THIRD PARTY SOFTWARE**

To the extent any Licensed Software Product incorporates or necessarily interacts with third party software, Client agrees to either procure that third party software on terms acceptable to it or to agree and abide with the third party software provider's standard end user license agreement. Client agrees to execute any documents and take all other steps necessary to satisfy any third party licensing requirements.

**8 ELECTRONIC SIGNATURES**

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Signature Section			
Vendor	Springbrook Software, Inc.	Client	
Signed By (Print)		Signed By (Print)	
Date		Date	
Title		Title	

Signature		Signature	
Additional Signatures			
Client		Client	
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

## SPRINGBROOK SOFTWARE SOFTWARE MAINTENANCE ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Product Maintenance Services purchased by ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement ("Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement or in the Software License Agreement Addendum.

### GENERAL TERMS AND CONDITIONS

#### 1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

**"Enhancement"** any change to a Licensed Software Product that the Vendor, in its sole discretion, has determined will become part of the Licensed Software Product, including any modification or addition that, when made or added to a Licensed Software Product, materially changes its utility, efficiency, functional capability, or Output, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Vendor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Vendor's assessment of their value and of the function added to the Licensed Software Product or Application. A "Major Enhancement" is a substantial rewrite of an Application or a Licensed Software Product.

**"Temporary Fix"** means an initial correction or "fix" to a problem in the Licensed Software Products prior to the release of an Error Correction.

**"Error Correction"** means either a modification or an addition that, when made or added to the Licensed Software Products, brings the Licensed Software Products into material conformity with its Specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software Products, avoids the practical adverse effect of such nonconformity.

**"Maintenance Fees"** means Fees paid by Client on a periodic basis to purchase the Product Maintenance Services under this Addendum. These Maintenance Fees are subject to the Terms and Conditions of the Master Agreement are considered "Fees."

**"New Product Release"** means either the total rewrite of an Application or new version(s) of the Licensed Software Products (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Vendor's determination, based on Vendor's assessment of the New Product's value and of the function added to the Licensed Software Products or an Application.

#### 2 SCOPE OF MAINTENANCE AGREEMENT.

Client has purchased certain Licensed Software Products from Vendor and Client wishes to have Vendor maintain and support Client's use of those Licensed Software Products. Vendor and Client therefore agree as follows:

#### 2.1 Scope of Support Services

- (a) As long as Client is current on Maintenance Fees, Vendor agrees to provide "Basic Support Services" in support of the Product. Basic Support Services shall consist of:
  - (b) a toll-free line plus Internet access to Vendor's support department during Vendor's normal hours of operation to answer questions about the Licensed Software Products and help resolve issues not related to Error Corrections as defined below; and
  - (c) After hours support during hours other than Vendor's normal hours of operation. Client will pay for afterhours support at Vendor's standard hourly rates for afterhours support, or as documented on the appropriate Order Form or Statement of Work.

#### 2.2 Scope of Product Maintenance Services

As long as Client is current on Maintenance Fees, Vendor agrees to provide Product Maintenance Services in support of the Licensed Software Products as set forth in the applicable Order Form. Product Maintenance Services shall consist of:

- (a) Error Correction. Vendor will use all reasonable diligence to correct verifiable and reproducible errors in Licensed Software Products that are not performing in accordance with the Specifications. Error Corrections will be made within a reasonable time period after reported to Vendor. The Error Correction, when completed, may be provided in the form of a Temporary Fix or, in Vendor's discretion, a work around may be provided in the form of recommended alternate methods of using the Licensed Software Products.
- (b) Changes in State and Federal Reporting Requirements. Vendor will provide Enhancements needed to conform to state and federal reporting requirements, including changes to tax tables and routine forms, as changes become effective. Product Maintenance Services under this Addendum do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods. Vendor reserves the right to determine final form of State and Federal reporting functionality to ensure that functionality meets the requirements of the controlling regulation and all clients within the scope of said regulation. Enhancements to meet local needs are not included in this Service.
- (c) Service Packs. Vendor may, from time to time, issue routine minor releases of the Licensed Software Products, known as service packs, which contain Error Corrections, to Clients who have Software Maintenance Addenda in place. Installation of Service Packs is provided at no charge to Client if completed over the Internet. Installation of routine releases, Service Packs, and Enhancements by Vendor at Client's site will be billed to Client at Vendor's then-current hourly rate.

- (d) Discounts on Major Enhancement Releases. Vendor may, from time to time, offer Major Enhancements to Client. To the extent Vendor offers such Major Enhancements, Vendor shall permit Client to obtain one copy of each Major Enhancement for each copy of the Licensed Software Products or Application being maintained under this Addendum at the discount then specified by Vendor.

**2.3 Limitation of Support and Maintenance Services**

The following is not covered by this agreement:

- (e) Training, data conversion, Consulting Services, and project management services (whether onsite or offsite);
- (f) Maintenance or support services resulting from any problem resulting from Client's deliberate or inadvertent misuse, alteration (including local reports written by the Client), or damage of the Licensed Software Products;
- (g) Support of operating systems; support of non-Vendor software (including but not limited to spreadsheets, word processors, general office software, and report writers (including Crystal Reports, except for the standard Springbrook reports written in Crystal));
- (h) On-site installation and management services for Upgrades or Major Enhancements;
- (i) Providing or recommending internal controls or balancing Client's books;
- (j) Any training, consulting, implementation management services, and data conversion services required on an individual Client basis for Major Enhancements (whether onsite or offsite);
- (k) Any set up, support for and maintenance of additional production databases (whether onsite or offsite);
- (l) Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;
- (m) New (additional) Product license and service fees.
- (n) Client is responsible for testing Client-specific modifications or Custom. Services associated with upgrading or migrating Custom to new release levels is not included in this agreement.

**3 CLIENT RESPONSIBILITIES**

Under this Addendum the Client is responsible for items not specifically assigned to the Vendor, including the following:

**3.1 Cooperation of Client.**

Client agrees to notify Vendor promptly following the discovery of any error. Further, upon discovery of an error, Client agrees, if requested by Vendor, to submit to Vendor a listing of Output and any other data that Vendor may require in order to reproduce the error and the operating conditions under which the error occurred or was discovered. Vendor shall treat any such data as confidential.

**3.2 Vendor Access**

Client agrees to provide and maintain a means for Vendor to remotely access and maintain the Licensed Software Products as installed on Client's computers or networks. This access will include the following:

- (a) An Internet connection and a static IP address that allows connectivity from Vendor support centers to the Client's servers;
- (b) Appropriate Vendor approved software that will allow Vendor support personnel to access the Client's server environment for the purposes of installation of Products, troubleshooting and problem resolution;

- (c) Client will allow Vendor personnel to access servers and Products with administrative level access;
- (d) Client is responsible for maintaining the security of any access solution; and
- (e) Vendor's failure to provide services under this Addendum as a direct result of Client's failure to provide access to Vendor will not constitute a breach of this Addendum.

**3.3 Key Client personnel replacement**

If key Client personnel replacement occurs, Vendor reserves the right to require that the new employee(s) acquire Vendor-required training. Vendor may, raise the Maintenance Fees payable by Client if Client does not provide training to all applicable users who call in to Vendor for support.

**3.4 Additional Costs not covered by this Addendum.**

Vendor reserves the right to bill hourly for maintenance and support outside of the Products and Services listed in Section 2.1. Among other things, Vendor will bill Client on an hourly basis for the following services;

- (a) Support or maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Client;
- (b) Support and maintenance services associated with applications not purchased by Client from Vendor, as documented in an appropriate Order Form or Statement of Work;
- (c) Support and maintenance services outside the scope of this Addendum;
- (d) Support and maintenance services necessitated by Client's failure to provide adequate Internal controls to ensure the accuracy and appropriate use of the Products and compliance with local, state and federal regulations and auditors requirements;
- (e) Support and maintenance services associated with Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;
- (f) Costs associated with Client's creation or modification of data in Vendor's database except through the appropriate use of Vendor Products;
- (g) Costs associated with Client's own actions to integrate Vendor Products with applications or services not purchased from Vendor;
- (h) Costs associated with Client's failure to meet the terms and conditions of section 3 of this Addendum;
- (i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Client in cases where Vendor has requested but Client has denied remote access into a user workstation or the server housing Vendor's Products; and
- (j) Labor and travel costs associated with providing on-site for services covered by this Addendum.

**4 MAINTENANCE FEES**

**4.1 Failure to pay Maintenance Fees**

If Client fails to pay Maintenance Fees as specified in the applicable Order Form or Statement of Work, Vendor reserves the right to suspend all Services under this Addendum. If Client's account is placed on hold due to failure to pay Maintenance Fees, Vendor will suspend all Services under this Addendum. Client's account will not be taken off hold until the following occurs:

(a) A "Reconnect" fee consisting of 10% of the full year annual maintenance amount is paid; and

(b) All outstanding Maintenance Fees are paid in full. Client may choose to purchase new licenses from vendor and restart Product Maintenance Services at that point in lieu of paying all outstanding Maintenance Fees.

**4.2 Maintenance Fees**

Vendor reserves the right to increase Maintenance Fees by up to 5% each year.

**5 USE AND RESTRICTIONS.**

Error Corrections, Enhancements, New Product Releases and any other programming provided by Vendor, regardless of its form or purpose shall be considered part of the Licensed Software Products for purposes of determining the parties' rights and obligations related thereto pursuant to the Software License Agreement Addendum and this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the Software License Agreement Addendum.

**6 ELECTRONIC SIGNATURES**

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized officer or representative.

Signature Section			
Vendor	Springbrook Software, Inc.	Client	
Signed By (Print)		Signed By (Print)	
Date		Date	
Title		Title	
Signature		Signature	
Additional Signatures			
Client		Client	
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	





## SPRINGBROOK SOFTWARE SUPPLEMENTS TO GENERAL TERMS AND CONDITIONS

This supplement sets forth additional terms and conditions applicable to any agreements between ("Client") and Springbrook Software, Inc. ("Vendor"), including, without limitation, the Master Client Agreement ("Master Agreement") and any Addenda to that agreement entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

The Master Client Agreement shall be amended as follows:

Section 7.2 "By Vendor" has been amended to read:

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's willful or reckless misconduct, or to the extent that they are related to a claim of infringement of a third party's patent, copyright, trademark, trade secret or other intellectual or proprietary rights.

Section 9.2 "Termination" has been amended to read:

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within sixty (60) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

Section 11.13 "Dispute Resolution and Jurisdiction" has been amended to read:

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals prior to initiating formal legal proceedings relating to the dispute and subject to either parties' right to cure. Notwithstanding the foregoing, either party may initiate formal legal proceedings any time after the one month anniversary of the date on which either party gave the other written notice of the dispute.

The Software License Addendum shall be amended as follows:

Section 3.1 "Acceptance Period (d)" Shall be omitted in its entirety.

Section 4 "Limited Warranty" shall be amended to read:

Vendor warrants that it has title to the Licensed Software Products and that it has full authority to grant this license to Client. Vendor also warrants that, as to each Application, for a period of one hundred eighty (180) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Licensed Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Licensed Software Products, or combination of the Licensed Software Products with any other computer program or communications device. Additionally, each Licensed Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 9.2 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of sixty (60) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE LICENSED SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.



IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Signature Section			
Vendor	Springbrook Software, Inc.	Client	
Signed By (Print)		Signed By (Print)	
Date		Date	
Title		Title	
Signature		Signature	
Additional Signatures			
Client		Client	
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

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

**TO: BOARD OF DIRECTORS**

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

**DATE: June 3, 2015**

**SUBJECT: CONSIDERATION AND APPROVAL OF FINANCING  
SPRINGBROOK ACCOUNTING SOFTWARE WITH  
GOVERNMENT CAPITAL CORPORATION**

**RECOMMENDATION**

It is recommended the Board review and approve the financing of the accounting software with Government Capital Corporation.

**BACKGROUND**

In January 2015, staff contacted numerous financial software companies requesting demonstrations of the software and a list of various financial modules each had to offer. Five software companies responded and demonstrated their products to the Finance and Human Resources staff. At the May 6, 2015 Board Meeting, staff and board members agreed to purchase Springbrook Accounting Software. The District has the option to finance the software over a period of four (4) years with an interest rate of 4.644% or purchase the product at a cost of \$66,130.

**ANALYSIS**

If the District were to purchase the software it would be at a one-time cost of \$66,130. If the District chose to finance the software the cost would be \$17,674.65 a year for a period of four (4) years, equating to a total purchase price of \$70,698.60 with interest paid of \$4,568.60 over the period of four (4) years. Financing the software would leave some flexibility in the budget should there be any other budgetary needs of the District for the next fiscal year.

**FISCAL IMPACT**

The financial impact would be one of two options for the District:

- 1) Purchase in full for \$66,130
- 2) Finance in full for \$66,130 plus \$4,568.60 in interest totaling \$70,698.60 over a period of four (4) years.

**COMMITTEE REVIEW**

The Finance Committee met, discussed, and reviewed the financial accounting software financing option on May 21, 2015.

**RECOMMENDATION**

It is recommended the Board review and approve the financing of the accounting software with Government Capital Corporation.

**ATTACHMENT**

- 1) Financing Information (1 page)



May 11, 2015

Thank you for the opportunity to proposed financing for Pleasant Valley Parks and Recreation. I understand you are acquiring Springbrook Software, and are interested in utilizing financing. I am submitting for your review the following proposed financing structure:

LENDER:	Government Capital Corporation
ISSUER:	Pleasant Valley Parks and Recreation, CA.
FINANCING STRUCTURE:	Tax Exempt Financing
PROPOSED FINANCING AMOUNT:	<b>\$66,130.00</b>
TERMS:	<b><u>4 Annual Payments</u></b>
INTEREST RATE:	4.644%
PAYMENTS:	\$17,674.65
FIRST PAYMENT DUE:	At signing and annual thereafter.

The above proposal is an expression of interest, subject to audit analysis, bank qualification, and mutually acceptable documentation and is not a binding commitment. Proposed funding considers the total cost of borrowing including escrow fees and issuance costs. Terms subject to change if funding occurs more than 14 days from proposal date.

Please let me know if there are any questions about the proposed terms.

*Landon Newton*  
Government Capital Corp  
817-421-5400

*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.*

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Michele Kostenuik, Administrative Analyst**

**DATE: June 3, 2015**

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

**RECOMMENDATION**

It is recommended that the Board review and introduce Ordinance No. 8, Governing the Use of Parks, Recreation Areas, and Facilities.

**BACKGROUND**

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

With the development of the Park Patrol program and the need to identify, establish and enforce ordinances and the citation process, Ordinance No. 8 was developed which was initially adopted in May 2010. The Ordinance was updated again in April 2011 to address and define day-to-day operations of the Park Patrol program.

**ANALYSIS**

It has been a common practice to review the Ordinance annually and if necessary update it according to current needs of the organization. The intent at this stage is to provide the document to the Board for additional comments and input. At the September 3, 2014 Board Meeting, the Board initially reviewed the document. Since then, staff has met with the Policy Committee for a review of the document which was also reviewed at the February 4, 2015 and April 1, 2015 Board Meetings. Staff has included all recommendations from meetings in the final version of the document. Legal counsel has reviewed the latest version and provided minor recommended changes with the exception of adding Article IV General, which outlines the ordinance review process. The following were added:

- **Section 601— Repeal of Prior Versions of Ordinance No. 8 REPEAL OF PRIOR**  
This Ordinance repeals and supersedes any prior versions of Ordinance No. 8, which are no longer of any force or effect.

- **Section 602—Effective Date**

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

- **Section 603—Publication and Posting**

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

**COMMITTEE REVIEW**

The Policy Committee reviewed and gave input at the February 26, 2015 and March 13, 2015 meetings.

**FISCAL IMPACT**

No fiscal impact is associated with this review.

**RECOMMENDATION**

It is recommended that the Board review and introduce Ordinance No. 8, Governing the Use of Parks, Recreation Areas, and Facilities.

**ATTACHMENT**

- 1) Amended District Ordinance No. 8, Governing Use of Parks, Recreation Areas, and Facilities (40 pages)



**PLEASANT VALLEY  
RECREATION AND PARK DISTRICT**

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

Board Introduction – June 3, 2015

Public Posting- June \_\_\_, 2015

Board Adoption – July \_\_\_, 2015

**ORDINANCES GOVERNING USE OF PARKS,  
RECREATION AREAS AND FACILITIES**

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

## GENERAL CONDITIONS

### SECTION 101- PURPOSE/SEVERABILITY

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

### SECTION 102- DEFINITIONS

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

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

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

- V. **“In-District Resident / In-District Resident Group / In-District Public/ In-District General Public”** shall mean any person who resides within the boundaries of the District.
- W. **“Issuance Date”** shall mean the date when a citation is served on the Citee.
- X. **“Leash”** shall mean a length of six (6) feet or less.
- Y. **“Major Impact”** shall apply when the nature of the activity or proposed use is found to (a) limit the use of the facility, (b) cause damage or nuisance to the neighbors, (c) require parking beyond capacity of the park, or (d) any use that is deemed extraordinary.
- Z. **“Organized Use / Organized Sports”** meeting any one of the following conditions: 1) league games, practices, tournaments, clinics, instruction, special events; or other uses where a fee is charged for participation, 2) a rental application requesting more than three dates of use, 3) a rental application requesting more than one field.
- AA. **“Open Space”** shall mean all lands under the ownership, management, and/or control of the District that are left in a natural vegetative state with limited public access.
- BB. **“Out-of-District / Non-Resident, Group or Organization”** shall mean any person who resides outside the boundaries of the District, and any group, organization, association, partnership, firm, entity, or corporation located outside the boundaries of the Pleasant Valley Recreation and Park District.
- CC. **“Park”** shall mean all grounds, roadways, building, structures, and lands acquired by the District or any area to which the District holds title or exercises delegated authority.
- a. **Neighborhood Park** which generally range in size up to 10 acres, serve as a social and recreational focal points for neighborhoods. Many include playgrounds and may offer a range of facilities and passive or active recreation in response to demographic and cultural characteristics of surrounding neighborhoods. Neighborhood parks are largely accessible by foot, bicycle, within at least a quarter-mile radius from residences, providing easy access especially for children and senior adults.
  - b. **Community Park** which generally range in size from 11 acres and up as well as serve as a recreational point for the community. Many include: playgrounds, pavilions, sports fields, and offer active and passive space. These parks serve as a community gathering spot as well as support a larger service area.
  - c. **Sports Park** which generally range in size from 10 acres and up. These parks serve as a location to host competitive activities which through casual or organized participation provide competition and have governing bodies.
- DD. **“Permit”** shall mean a permit for use of parks, equipment, or buildings as provided for and defined within District ordinances.

- EE. **“Person”** shall mean any individual or group of individuals, and a natural person or any other legal entity, including its owners, majority stockholders, corporate officers, trustees, and general partners.
- FF. **“Resident Organizations”** shall mean public and private educational, civic groups and non-profit organizations. Programs sponsored by non-profit groups open to the public with a primary purpose of recreation and/or youth service; District-based adult civic or service groups; groups sponsored by a public agency. Also includes nonprofit or not-for-profit groups and organizations wherein the membership resides within the District.
- GG. **“Responsible Person”** shall mean a person who creates causes, maintains, or allows an ordinance violation to exist or occur by their action or failure to act.
- HH. **“Section”** shall mean a section of this ordinance unless some other statute or policy is specifically identified.
- II. **“Special Use Activities”** includes any event that requires careful evaluation of the Applicant’s participant access and risk management procedures, i.e. use of alcohol or dances.
- JJ. **“Structure”** shall mean anything constructed or erected which requires a location in or on the ground or which is attached to something having a location on or in the ground, such as signs, flagpoles, or similar appurtenances, including a building or a building’s architectural features and roof appurtenances required to operate and maintain the building, but not including fences or walls used as fences less than six feet (6’) in height.
- KK. **“Trail”** shall mean any path or access through District lands, land maintained by District or open space constructed or maintained for the use of pedestrians, handicapped patrons, equestrians, or bicyclists.
- LL. **“Vehicle”** shall mean every device by which any person or property is or may be transported or drawn upon a public street or highway excepting devices moved by human power or used exclusively upon rails as defined in Section 670 of the California Vehicle Code.
  - a. **Oversized Vehicle** – is any motorized vehicle or combination of motorized vehicles and non-motorized vehicles or trailers that: 1) meets or exceeds twenty-two (22) feet in length at any time or 2) meets or exceeds the combination of both more than eight (8) feet in height and also exceeds seven (7) feet in width.
- MM. **“Violation”** shall mean a violation of the Pleasant Valley Recreation and Park District’s ordinance(s), including this ordinance.

**SECTION 103- AUTHORITY AND ENFORCEMENT**

The Board of Directors authorizes the General Manager to implement and administer the policies, ordinances, and regulations contained herein. Whenever a power is granted to, or a duty imposed on, the General Manager, the power may be exercised, or the duty performed, by

the General Manager or designee. Unless this policy expressly provides otherwise, the General Manager or designee so designated or assigned such duties shall enforce the provisions of this ordinance. The General Manager shall have the authority to implement reasonable rules and regulations to protect the public health, safety, welfare, and the resources under the District's care.

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

#### **SECTION 104- COMPLIANCE**

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

#### **SECTION 105- ENFORCEMENT**

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

Violation of Section 202, Subsections a, b, d, e, h, i, and j shall be subject to the civil penalty citation process set forth in Section 106.

The first and any subsequent violation of the following Sections shall be misdemeanors: Sections 117, 205, 206, 208, 214, 224, 302, and 412.

A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed Five Hundred Dollars (\$500). A violation of this Ordinance which is a misdemeanor will be

punishable by a fine not to exceed One Thousand Dollars (\$1,000) or by imprisonment in the County jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

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

### **SECTION 106- ADMINISTRATIVE PENALTY PROCEDURES**

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

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

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

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

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

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

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

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



the hearing was filed. The District's third party administrator shall notify the citee of the date of the hearing.

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

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

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

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

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

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

## **SECTION 107- ADMINISTRATIVE PENALTY CITATIONS**

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

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

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

## **SECTION 108- PAYMENT OF ADMINISTRATIVE PENALTIES/CITATION**

The Board of Directors shall approve by resolution a penalty/citation fee schedule to establish the amount for violations of any civil penalties and provisions of District ordinances. Penalties are due on the day the citation is issued. The Board of Directors will review penalty/citation fees periodically.

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

## **SECTION 109- APPLICATION FOR USE**

The General Manager or designee is authorized to grant or deny all applications for use of District facilities. All applications for use of District parks, fields, or buildings shall be filed by

an adult over 21 years of age. The park, field, or facility is reserved only when the completed Application is accepted and approved by the District office and applicable fees are paid.

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

#### **SECTION 110- RIGHT OF APPEAL**

An Applicant may appeal the decision of a District representative to the General Manager regarding facility permits. The Applicant must file such appeal with the General Manager within four working days of the mailing of the representative's decision. The General Manager may hold a hearing within five working days of the filing of such appeal at which time the Applicant may present any and all evidence, testimony, and information relative to the application. The General Manager shall, within 72 hours of said appeal hearing, issue a decision either affirming or denying the application, or direct that a permit be issued subject to appropriate terms and conditions. The General Manager shall specify grounds for denial. The decision of the General Manager may be appealed to the Board. An appeal to the Board shall be filed within five (5) working days of the General Manager's decision.

#### **SECTION 111- INTERFERENCE**

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

#### **SECTION 112- LIABILITY**

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

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

#### **SECTION 113- USE OF PARKS**

The District's reservable areas may be made available for the use of persons and groups subject to the issuance of a permit and the payment of appropriate fees. A permit must be issued for the use of any park for assemblies or by groups consisting of 15 or more persons. All applications for use of any park must be signed by an adult 21 years or older who shall agree to be responsible for said use. Groups that exceed the maximums will be required to pay additional fees. These additional fees will be charged for portable toilets, garbage dumpsters, an additional cleaning deposit, staff time, and any other costs incurred by the District as a result of a Group's

use of the park. The District will make arrangements for these items to be placed at the park. The cost of these items will be passed on to the Applicant.

#### **SECTION 114- PERMIT**

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

#### **SECTION 115- DISTRICT RIGHT TO ALTER USE**

The District reserves the right to alter previously scheduled use to minimize interference with District activities or to suspend an existing use application if the user violates any section applicable to the District's General Use Policy.

#### **SECTION 116- VIOLATION OF PERMIT**

Violation of any terms, conditions, rules, and regulations of the permit by permittee or any agent or employee of permittee is prohibited. The General Manager reserves the right (1) to revoke any permit for a violation thereof, with or without notice to the persons or organization to whom the permit was issued, and (2) enforce a penalty under Section 105.

#### **SECTION 117- SOLICITATION & UNLAWFUL ADVERTISING**

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

- a) Advertising for sale any product, goods, wares, merchandise, services, or event.
- b) Conducting or soliciting for any trade, occupation, business, service, or profession.

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

#### **ADVERTISING**

- a) It shall be unlawful for any person to place or maintain any sign, billboard, or advertisement on any District property.
- b) It shall be unlawful for any person to paint or attach any sign or advertisement to or upon any District property.

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

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

### **SECTION 118 – CONDUCTING BUSINESS IN A DISTRICT PARK**

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

- a. No one shall conduct any business in any “District” park except as provided in this section.
- b. Anyone desiring to conduct any business in any district park shall apply to the district for a permit to do so, on an application form to be prepared consistent with this section.
- c. Application Information required:
  1. Name and address and phone number of the applicant, and if by a corporation, the officers of the corporation,
  2. A description of the park location at which it is desired to conduct such business,
  3. A copy of a current city business license, or proof of application
  4. Types of any items to be sold,
  5. Description of how business will be conducted, and a drawing of the vehicle or stand from which goods will be sold, to show its size, color, signage, etc., and a description of means by which goods will be transported to and from the site.
  6. A statement to be signed by the applicant agreeing to indemnify, defend and hold harmless the “District” and its directors, officers, and employees from any claims for injuries or damage alleged by any person to have been caused by such activity.
  7. If goods are to be sold from any stand or cart, proof of insurance in the amount of \$1M or as approved by District standards to cover claims for injury or damages suffered or alleged to have been suffered by any person as a result of such activity, which insurance policy shall name the District as an additional insured and shall provide it cannot be canceled except after ten days’ written notice to the district.

8. Proof of application for all permits required by other public agencies such as County Health.
9. Issuance of a permit by the District shall not be deemed to be an endorsement by the District of any product or any form of District warranty concerning the product's fitness for use or consumption.

#### APPLICATION FEE AND REVIEW

All applications made under this section, shall be accompanied by a non-refundable fee of \$75 (seventy-five dollars), and all such applications shall be reviewed.

a. No permit shall be issued if it is found that the application does not conform to this section or additional guidelines issued by the District, or it is found that its issuance would interfere with safe use by the public of any park or District property, and the District may limit the number of any permits at any given park if it finds that such limitations is necessary to protect the public health and safety. Such permit shall be conditioned upon its face as to hours of permitted operation and as to requirements found necessary, and such permit may be conditioned that it shall not be valid during any designated special events.

c. Such permit shall be valid for one year from the date of issue, and may be renewed upon application and payment of another \$75 (seventy-five dollars), unless it has been found that the permittee has failed to conform to this section or to the terms and conditions under which it was issued, or it is found that such permit is inconsistent with the public safety or public use of such park or district property.

d. All permits issued under this section shall be nontransferable and may be used only by the permittee and other fees may apply.

#### OPERATION RESTRICTIONS

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

a. Prices of all items offered for sale must be conspicuously posted where the goods are sold.

b. The permittee or his/her employee or agent shall pick up and keep the location of such care or stand free from all litter in the area surrounding the stand or cart by at least fifty feet in each direction, and permittee shall provide a suitable container for placement of litter by customers and other persons.

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

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

## PERMIT REVOCATION

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

The General Manager or designee may issue such permits when the conduct of such trade, occupation, business, service, or profession is compatible with usual park activities and uses, is of convenience or benefit to park patrons, and does not conflict with the business of established concessions. A fee may be charged to cover administrative costs of the issuance of such permit and/or costs associated with the use of park facilities. A person shall not solicit in any manner or for any purpose, or sell or offer for sale any goods, wares, or merchandise, or give or distribute handbills, advertising matter, or literature except under the following conditions:

- a. When a concession is operating under lease or contract authorized by the General Manager.
- b. When an athletic team that is a member of a community service organization and admits all members of the general public to the extent of capacity without discrimination and without charge to any game played, such athletic team may solicit voluntary contributions from the spectators attending such game.
- c. When the park, or any portion thereof, is the location for an event that will not in any way detract from the use of the park by the general public and the proceeds are used for charitable purposes, (i.e., parking fees charged by the organized group) approved in advance by the General Manager.
- d. When found to be consistent with the policies of the District or to promote the program of the District under conditions prescribed by the General Manager.
- e. When an application is approved for sale of items and all necessary fees and deposits have been made.

## SECTION 119- EQUESTRIAN ACCESS

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

## **ARTICLE II**

### **PARK REGULATIONS**

#### **SECTION 201- EXCEPTION**

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

#### **SECTION 202- VEHICLES AND PARKING**

Parking violations are a civil liability and will be subject to an administrative adjudication process. (Section 106.)

- a. Vehicles shall be operated on District property only on designated roadways, without written permission of the General Manager or designee.
- b. Vehicles shall not be parked on District property except within designated parking lot areas or within designated markings without written permission of the General Manager or designee.
- c. Vehicles shall not be allowed on any grass areas unless the vehicle owner receives prior written permission from the General Manager or designee.
- d. If the General Manager finds that at certain times, under specific restrictions or at designated places, a vehicle can be operated so as not to interfere in any way with the use of a park; permission may be granted to operate such vehicle. Parking such vehicle is permitted only in areas so designated.
- e. Vehicles operated within the boundaries of public parks shall be driven at a careful and prudent speed not greater than is reasonable and proper with due regard for the traffic, surface, and width of the roads. In no event shall a vehicle be driven on park property at a speed greater than 15 miles per hour.
- f. No person who owns or has possession, custody, or control of any vehicle, trailer, or camper shall park upon any District property for more than a period of eighteen (18) consecutive hours.
- g. All parked vehicles are subject to being removed from District property under the following circumstances:
  1. When a vehicle is parked or left standing on District property when the park is closed to public use.
  2. When a vehicle is parked or left standing upon a roadway in such a position as to obstruct the normal movement of traffic or in such a condition as to create a hazard to other traffic upon the roadway.



3. When a vehicle is parked so as to block the entrance to a driveway.
  4. When a vehicle is parked so as to prevent access by firefighting equipment to a fire hydrant or emergency service.
  5. When a vehicle is parked in any parking restricted zone.
- h. If an illegally parked vehicle is removed from District property as provided for in this section, the owner shall be liable for all fees, towing, and storage charges.
  - i. No vehicle maintenance may be performed on District property except for minor repairs needed to move the vehicle.
  - j. No vehicle shall be parked on District property after the closing time of the park or facility.
  - k. Disabled Persons Parking Zones

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

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

### **SECTION 203- RIGHT OF APPEAL**

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

### **SECTION 204- VEHICULAR TRESPASS**

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

### **SECTION 205- FIREARMS AND WEAPONS**

No person shall carry, possess, set, leave, or deposit, or cause to be fired, across, in, on, or into any portion of District land any weapon, gun or firearm, spear, missile, bow and arrow, crossbow, slingshot, trap or hunting device, air or gas weapon, paintball gun, ammunition,

throwing knife or axe, martial arts throwing device, or any other weapon or device capable of injuring or killing any person or animal, or damaging property or natural resource except at posted or authorized ranges and areas designated for such purposes. An exception to this regulation will be made for duly authorized law enforcement officials.

#### **SECTION 206- HUNTING**

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

#### **SECTION 207- VANDALISM**

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

#### **SECTION 208- THROWING MISSILES**

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

#### **SECTION 209- AMPLIFIED SOUND**

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

#### **SECTION 210- GOLF**

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

#### **SECTION 211- MODEL CRAFT**

No person shall operate any motor driven model airplanes or rocketry, cars, boats, drones, or any other model craft of any kind or description on, over, or into any portion of District lands, except by written permission of the General Manager.

#### **SECTION 212- AIRCRAFT/HUMAN FLIGHT**

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

## **SECTION 213- OVERNIGHT CAMPING**

### a. Definitions:

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

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

## **SECTION 214- FIREWORKS AND DANGEROUS OBJECTS**

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

## **SECTION 215- NUDITY**

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

## **SECTION 216 – WASHING**

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

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

## **SECTION 217- HOURS OF USE**

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

## **SECTION 218- FLORA AND TURF**

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

## **SECTION 219- ARCHAEOLOGICAL FEATURES**

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

## **SECTION 220- GEOLOGICAL FEATURES**

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

## **SECTION 221- DOMESTIC ANIMALS**

- a. No person owning or having charge, care, custody, or control of any dog (or cat) shall cause, permit, or allow same to be or to run at large upon any lands, properties, or within facilities of the District unless such animal is restrained by substantial chain or leash with a preferred length not exceeding six feet in length

and is in the charge, care, custody, or control of a competent person. Pets not properly leashed may be impounded by Animal Control and the owner cited.

- b. The removal of feces of animals that defecate on park property shall be the responsibility of the owner or custodian of said animal.
- c. Horses, mules, goats, donkeys, or similar animals may be ridden or led under specified restrictions and in designated areas with the permission of the General Manager or designee.
- d. No animal shall graze in any park except on property leased for such purpose.
- e. No animal shall be killed, harmed, or removed from any park unless by a District employee during the performance of his/her official duties, except when necessary to avoid bodily harm.
- f. Animals may be prohibited from specific parks at specific times or events at the discretion of the General Manager or designee.
- g. Specific provisions of this section may be modified in specific instances with written permission of the General Manager or designee.

#### **SECTION 222- ALCOHOLIC BEVERAGES, INTOXICATED PERSONS, DANGEROUS DRUGS**

Patrons are not allowed on District property while under the influence of intoxicating liquors or dangerous drugs as defined under California Vehicle Code, Section 23152(a) (b) as amended. Under specific circumstances, consumption of alcohol is permitted on District property as outlined in Sections 222 and 410 and 411.

#### **SECTION 223- SALE OF ALCOHOLIC BEVERAGES**

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

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

## **SECTION 224- LITTER AND RUBBISH**

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

## **SECTION 225- FIRES AND BARBEQUES IN DISTRICT PARKS**

Open fires and use of any barbeques in District parks and open space areas are prohibited except in designated areas. Briquettes are the only combustible material authorized for barbecue or brazier use. Wood fires are not permissible. Upon notice of park closure due to fire hazard warning by the fire district, all reservations shall be cancelled and affected areas closed to the public. It shall be the responsibility of every person igniting a fire in a District installed barbeque to completely extinguish it (dead out) before leaving the park.

## **SECTION 226- DUMPING**

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

## **SECTION 227- PARK CLOSURE**

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

## **SECTION 228 - TRESPASSING**

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

## **SECTION 229- ENTRY TO ACTIVITIES**

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

## **SECTION 230- UNLAWFUL ADVERTISING**

It shall be unlawful for any person to place or maintain any sign, banner, billboard, or advertisement on any District property.

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

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

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

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

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

### **SECTION 232- UNLAWFUL CONSTRUCTION**

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

### **SECTION 233- PUBLIC URINATION**

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

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

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

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

- d. No glass beverage containers or food are allowed within the skating facility.
- e. Skateboarders, in-line skaters, and roller skaters shall at all times yield to pedestrians. No person shall skateboard, in-line skate, or roller skate in any area where signs are posted, or known to have been posted, prohibiting such activity.

### **SECTION 235- DOG PARK RULES AND REGULATIONS**

- a. Dog Park hours of operation are 7:00 a.m. to Dusk unless otherwise posted. The Dog Parks may be closed at the discretion of the General Manager.
- b. The Dog Park may be closed periodically during the year for special events and maintenance as needed.
- c. Enter at your own risk. Adults and children assume all risks associated with the off-leash Dog Park. No children under 16 allowed without adult supervision. Small children must be within arm's reach of a supervising adult.
- d. Dogs must display current license and be properly inoculated, healthy (no contagious conditions), and parasite-free.
- e. Dogs are to be kept on a leash (with a preferred length not exceeding 6') when OUTSIDE the Dog Park fence at all times. Do not have your dog unleashed between your vehicle and gated entrance.
- f. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park.
- g. All dog owners must carry a leash, but no dogs shall be leashed once inside the park.
- h. No spiked collars or the like that have the potential of injuring another dog or person are permitted.
- i. Dogs left unattended at the Dog Park will be impounded with Animal Control. Close supervision of your dog is required. Close supervision means that the dog is within voice command range at all times. Failure to closely supervise dogs may result in the dog being banned for an appropriate period of time.
- j. Owners must clean up after their pets. If you see someone who forgets to clean up, please remind him/her to help keep the park clean.
- k. **AGGRESSIVE DOGS** must be removed from the Dog Park area **IMMEDIATELY WITHOUT DEBATE**. You are responsible for your actions and those of your dog. Aggressive dogs may be banned for appropriate periods of time. Aggressive dogs are defined as either potentially dangerous or vicious dogs as defined in the California Food and Agricultural Code Section 31602 and 31603. Furthermore, an aggressive dog is defined as any dog that is determined



by the District to pose a threat to dogs or people by virtue of a single incident or history of unprovoked acts of aggression against people or animals. Violation of these provisions is an infraction.

- l. No air horns or bullhorns are allowed.
- m. No food of any kind is allowed inside the Dog Park, including people food.
- n. Three dogs per dog owner is the maximum allowed inside the Dog Park. Due to inability to closely supervise their dogs, owners may not have one dog in the large dog section and one in the small dog section, if so designated.
- o. No female dogs in heat. No puppies under five months of age, due to their vulnerability to disease and injury.
- p. People may not run or jump while within the Dog Park. Please remind your young children of this rule.
- q. No grooming of dogs at the Dog Park.
- r. When leaving the park, please remove all tennis balls, toys, or other personal items or they will be discarded.
- s. The District reserves the right to designate certain parks with signage, as “off-leash” parks, allowing for dogs to run free without a leash.

#### **SECTION 236- DISORDERLY CONDUCT**

No person shall engage in boisterous, threatening, abusive, insulting, or indecent language, or engage in any disorderly conduct or behavior tending to a breach of the peace and interfering with the enjoyment of other persons on the premises.

#### **SECTION 237- TENNIS COURTS**

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

## **ARTICLE III**

### **PLEASANT VALLEY OPEN SPACE AREAS**

#### **SECTION 301- EXCLUSIVE USE**

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

#### **SECTION 302- ACCESS**

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

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

#### **SECTION 303- OPENING AND CLOSING TIMES**

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

#### **SECTION 304- APPLICATION FOR USE**

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

#### **SECTION 305- FIRES AND SMOKING IN DISTRICT OPEN SPACE**

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

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

- b. Smoking is prohibited in all District designated open space consistent with Section 409 herein.

### **SECTION 306- DAY USE**

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

### **SECTION 307- TRAILS**

Unauthorized travel off designated trails is prohibited.

### **SECTION 308- CLOSURE/TRESPASS**

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

### **SECTION 309- BICYCLES**

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

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

### **SECTION 310- VEHICLES**

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

### **SECTION 311- NATURE PRESERVES**

- a. The District has the authority to designate an area as a "nature preserve" to protect the resources and/or flora and fauna. Entrance to such an area shall be prohibited, except with written permission for the purposes of scientific study, a docent-led

hike, or other authorized activities. These areas may be posted as “no trespassing.”

- b. Alcohol is prohibited in “Nature Preserves.”

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

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

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

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

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

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

**SECTION 402- APPLICATION FOR USE AND SCHEDULING**

Applications for use shall be made in accordance with Section 109-4. Exceptions will be based on event size, type, and location requested. These requests may be waived if requests for waiver are submitted in writing and require the General Manager's approval.

## **SECTION 403- EXTENDED USAGE**

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

## **SECTION 404- HOURS**

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

## **SECTION 405- RENTAL PERIODS**

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

## **SECTION 406- PRIORITY OF USE**

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

Group priority rating shall be as defined in Section 504:

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

## **SECTION 407- DAMAGE TO DISTRICT PROPERTY**

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

## **SECTION 408- USE OF RESERVABLE PICNIC AREAS**

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

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

## **SECTION 409- PROHIBITION ON USE OF TOBACCO-RELATED PRODUCTS**

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

## **SECTION 410-ALCOHOL IN RECREATION BUILDINGS AND PARKS**

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

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

## **SECTION 411- USE OF RESERVABLE ATHLETIC FIELDS**

Certain athletic fields may be reserved for use of persons and groups. All applications for use must be signed by an adult over 21 years of age who shall agree to be responsible for said use. No use permit shall be granted if, at the time of application, there is a conflict with a District-sponsored event taking place or a prior reservation at the same time and place. No use permit shall be granted for the use of any reservable field before 8:00 a.m. or as determined by the General Manager or designee, or beyond sunset unless the field has appropriate lighting.

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

## **SECTION 412- SPORTS PARKS/COMPLEXES**

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

A permit is required at these locations if there are more than 5 people participating in any form of activity.

## **SECTION 413 - EXCLUSION FROM DISTRICT AREAS AND FACILITIES**

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

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



**ARTICLE V**  
**FEES AND DEPOSITS**

**SECTION 501- PURPOSE**

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

**SECTION 502- FEES**

The District Board of Directors shall establish reasonable fees for the use of District property. Fees will be reviewed annually.

**SECTION 503- BASIC RATE**

Building

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

Athletic Facilities

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

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

Basic rates do not include:

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

## Picnic Area

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

### **SECTION 504- CLASSIFICATION OF FACILITY USES AND FEE CHARGES**

#### **Class 1**

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

#### **Class 2 - Half of Basic Rate (50%)**

- a. Resident Organization

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

#### **Class 3 - Full Basic Rate (100%)**

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

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

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

### **SECTION 505- ADDITIONAL CHARGES OVER BASIC RATE**

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

- a. When extraordinary use requires field renovation or rehabilitation.
- b. All non-residents will pay a 25 % additional fee.
- c. Full payment is due 30 days prior to the use date.
- d. An additional fee is required when alcohol is served or sold at a function.

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

#### **SECTION 506- REFUNDABLE DEPOSITS**

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

#### **SECTION 507- PAYMENT OF DEPOSITS AND FEES**

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

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

#### **SECTION 508- ALCOHOL PERMITS**

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

#### **SECTION 509- SETUP**

Setup and breakdown may be performed by the District. Basic cleanup, including placing all trash in bins provided, will be the responsibility of the group utilizing the facility. When District personnel are required for setup, finalized setup instructions must be submitted a minimum of ten (10) days prior to the event date.

## **SECTION 510- DECORATIONS**

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

## **SECTION 511- CANCELLATION REFUND POLICY**

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

## **SECTION 512- SECURITY**

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

- a. If an event places a major impact on the facility.
- b. When alcohol is being served, sold, or consumed.
- c. When additional precautions are deemed necessary due to the nature of the event.
- d. The District will arrange for Security Guards at the event and costs will be passed onto the Applicant.
- e. Security Guards on duty for a function must report ½ hour before the scheduled event starts and remain on duty ½ hour after the event is scheduled to end and all attendees have left.
- f. The applicant shall be responsible for payment to the District of all fees for these services. Additional security measures may be required to protect the general public and District property. When security is required by the District or requested by the applicant, application requires approval by the General Manager or designee.

## **SECTION 513- WAIVERS**

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

## **SECTION 514- FILMING**

A filming permit and application must be obtained from the District and approved prior to filming taking place. Individuals engaged in the making of movies, still photography, or television films for commercial purposes shall observe the following procedures. Permission to

film on District property pursuant to this section may be granted by the General Manager or designee as set forth in the District's General Use Policy.

#### **SECTION 515- LIABILITY INSURANCE**

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

#### **SECTION 516- PARKING FEES**

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

**ARTICLE VI**

**GENERAL**

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

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

**SECTION 602—EFFECTIVE DATE**

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

**SECTION 603—PUBLICATION AND POSTING**

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

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Elaine Magner, Chairperson

Board of Directors

ATTEST:

\_\_\_\_\_  
Neal Dixon, Secretary

Board of Directors

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Michele Kostenuik, Administrative Analyst**

**DATE: June 3, 2015**

**SUBJECT: CONSIDERATION AND APPROVAL OF DISTRICT  
WIDE FEE SCHEDULE FOR FY 2015-2016**

**RECOMMENDATION**

It is recommended that the Board review and approve the FY 2015-2016 Fee Schedule.

**BACKGROUND**

Annually the Fee Schedule is reviewed and, as appropriate, new fees are added/omitted, and existing fees are adjusted. After which, they are brought to the Board for final approval. The review process encompasses an analysis of previous year facility and park usage, public comments, ease of use, cost impact, and staff input. The Fee Schedule is adjusted accordingly and again reviewed by staff.

Use fees are based on the going rate for comparable facilities and amenities in the surrounding area. These are reviewed as necessary and bi-annually by staff to ensure appropriate and fair rentals for the community and the District. Additionally, the District adopted basic facility use and fee charges as part of Ordinance No. 8 on April 6, 2011, for the purpose of outlining provisions and to provide rules to govern the use of parks and facilities. For clarification regarding the class fee structures, the following are definitions as identified in Section 102 and class definitions per Article V Section 504 of the Ordinance:

“In-District Resident / In-District Resident Group / In-District Public/ In-District General Public”- any person who resides within the boundaries of the District.

“Resident Organizations” – identified as public and private educational, civic groups and non-profit organizations. Programs sponsored by non-profit groups open to the public with a primary purpose of recreation and/or youth service; District-based adult civic or service groups; groups sponsored by a public agency.

“Out-of-District / Non-Resident, Group or Organization” - any person who resides outside the boundaries of the District, and any group, organization, association, partnership, firm, entity, or corporation located outside the boundaries of the Pleasant Valley Recreation and Park District.

Class 1 - Recognized District Community Service Organization as approved by the District’s Board of Directors. Fees are subject to the individual group’s Memorandum of Understanding (MOU) with the District.

Class 2 - 50% of Basic Rate- Resident Organization. Local school districts, government agencies, and non-profit organizations may have fees waived for reciprocal services as approved by the General Manager or designee.

**Class 3 - 100% of Basic Rate (Full Rate) - In-District Resident.** Individuals, groups, and organizations that hold private functions and any event held on Friday and Saturday.

**Class 4 - Full Basic Rate plus 25%. Out of District.** Non-resident.

In July 2014 rates for all picnic and room rentals were increased by 10%. As part of the review process at the April 1, 2015 Board Meeting, the Board provided input on the upcoming fee schedule and areas for staff to investigate. From that meeting staff reviewed local area rental fees for park use and additional amenities.

### **ANALYSIS**

Staff compiled information from eight agencies comparing rental rates for facilities and amenities. Initial analysis identified that the District's room rentals are at the highest end of the spectrum. Pavilion/picnic area rentals are second highest in cost for the large facility rentals, however, the lowest fees for small groups specifically for Class 1 and Class 2. Additionally, the District's fees for lights are at the highest end.

The proposed FY 2015-2016 Fee Schedule has the following changes:

#### **Changes (in GREEN on attachment):**

- 1.) Extra Small- under "Parks/Picnic Areas" changed 25 to 15 people
- 2.) Nature Center Area- under "Parks/Picnic Areas" added fees for Class 3 \$150 and Class 4 \$188. Nominal fee for school and local community groups from Monday-Thursday per LWCF grant for educational instruction. Open to the public, community groups and local agencies when the facility is available.
- 3.) Parking Fees- removed motorcycles and holidays
- 4.) Baseball Fields- under "Other" Class 2, increased by \$2, Freedom Park-Adult Baseball Field decreased by \$4.
- 5.) Softball Fields- under "Other" Class 2, increased by \$1
- 6.) Soccer Fields- under "Other" Class 2, increased by \$1
- 7.) Tennis Courts- under "Other" Class 2, decreased by \$2

#### **New (in PINK on attachment):**

- 1.) Facility & Parks/Picnic Rentals- added under Class 3 category, "Friday and Saturday Rentals"
- 2.) Parking Fees- added Camarillo Grove Annual Parking Pass \$55 vehicles
- 3.) Parking Fees- added over-sized vehicle for \$3/weekdays and \$10/weekends

### **COMMITTEE REVIEW**

The Fee Schedule was reviewed by the Finance Committee on April 20, 2015.

### **FISCAL IMPACT**

There is no expected significant fiscal impact.

### **RECOMMENDATION**

It is recommended that the Board review and approve the FY 2015-2016 Fee Schedule.

### **ATTACHMENTS**

- 1) Proposed Fee Schedule FY 2015-2016 (5 pages)



# 2015-2016 FEE SCHEDULE- PARKS/PICNIC AREAS

Board Approved _____, 2015	Maximum Capacity	CLASS 1	CLASS 2	CLASS 3	CLASS 4
		Community Service Groups	Resident Organizations	Resident or Friday-Saturday Rental	Out of District / Non Resident
<b>EXTRA SMALL - 15 to 40 people - Rates for 4 hours</b>					
Bob Kildee #3	35	\$9.00	\$18.00	\$35.00	\$45.00
Community Center	40	\$9.00	\$18.00	\$35.00	\$45.00
Valle Lindo #2 (no alcohol or amplified music)	40	\$9.00	\$18.00	\$35.00	\$45.00
Valle Lindo #3 (Less than 20) (no alcohol or amplified music)	20	\$6.00	\$12.00	\$23.00	\$29.00
Refundable Cleaning Deposit		\$50.00	\$50.00	\$50.00	\$50.00

<b>SMALL - up to 60 people - Rates for 4 hours</b>					
Bob Kildee #2	60	\$21.00	\$42.00	\$85.00	\$106.00
Camarillo Grove #3, #4 or #5	60	\$21.00	\$42.00	\$85.00	\$106.00
Nancy Bush (no alcohol or amplified music)	60	\$21.00	\$42.00	\$85.00	\$106.00
Mission Oaks #1, #2 or #3	60	\$21.00	\$42.00	\$85.00	\$106.00
Pitts Ranch	60	\$21.00	\$42.00	\$85.00	\$106.00
Valle Lindo #1 (no alcohol or amplified music)	60	\$21.00	\$42.00	\$85.00	\$106.00
50% Off-Season Rate (Nov. 1-Mar. 31)		n/a	n/a	\$43.00	n/a
Refundable Cleaning Deposit		\$50.00	\$50.00	\$50.00	\$50.00

<b>LARGE - up to 200 people - Rates for 4 hours</b>					
Bob Kildee #1	200	\$61.00	\$120.00	\$240.00	\$300.00
Camarillo Grove #2	200	\$61.00	\$120.00	\$240.00	\$300.00
Mission Oaks #1, #2, & #3 (combined)	180	\$61.00	\$120.00	\$240.00	\$300.00
Mission Oaks #1 & #2 or #2 & #3 (less than 120 people)	120	\$42.00	\$85.00	\$169.00	\$211.00
50% Off-Season Rate (Nov. 1-Mar. 31)		n/a	n/a	\$85-\$120	n/a
Refundable Cleaning Deposit		\$100.00	\$100.00	\$100.00	\$100.00

<b>EXTRA LARGE - up to 300 people - Rates for 4 hours</b>					
Camarillo Grove #1 (amplified music allowed)	300	\$90.00	\$180.00	\$361.00	\$451.00
Freedom	300	\$90.00	\$180.00	\$361.00	\$451.00
50% Off-Season Rate (Nov. 1-Mar. 31)		n/a	n/a	\$181.00	n/a
Refundable Cleaning Deposit		\$200.00	\$200.00	\$200.00	\$200.00

<b>INTERPRETIVE NATURE CENTER AREA- Rates for 2 hours</b>					
Platform & Garden Area		\$25.00	\$25.00	\$150.00	\$188.00

<b>PARK OPEN-GREEN-SPACE RENTAL - Hourly Rates</b>					
Open Green Park Space		\$3.00	\$6.00	\$16.00	\$20.00

Park Space Rental for Classes		\$20.00	\$20.00	\$25.00	\$30.00
*Dog Agility Events		n/a	n/a	\$35.00	\$35.00
*\$50 Non-Refundable Processing Fee and \$300 Refundable Cleaning Deposit					

ADDITIONAL RENTAL FEES					
Non-Refundable Processing Fee ( <i>applies to ALL rentals</i> )		\$25.00	\$25.00	\$25.00	\$25.00
Alcohol Liability Insurance (price ranges from \$100-\$192)		<i>varies</i>	<i>varies</i>	<i>varies</i>	<i>varies</i>
*Security Guards- Per Guard/Per Hour		\$50.00	\$50.00	\$50.00	\$50.00
<i>*If alcohol is being served (4 hours max.) 1 guard is required for groups of 50 people, 2 guards or more for larger groups.</i>					
<i>*Large non-alcohol functions may require 1 guard for groups of 150 people.</i>					
<i>Larger groups may require more guards.</i>					
No Show Fee		\$25.00	\$25.00	\$25.00	\$25.00
Water Charge		<i>varies</i>	<i>varies</i>	<i>varies</i>	<i>varies</i>
Pony Rides, Dunk Tanks, Other High Wear Amenities Deposit (Ref.)		\$200.00	\$200.00	\$200.00	\$200.00
Staff Overtime Fee - hourly per employee		\$30.00	\$30.00	\$30.00	\$30.00
After Hours Rate - hourly per employee on duty		<i>varies</i>	<i>varies</i>	<i>varies</i>	<i>varies</i>
Recycle Deposit (groups over 100 people) Refundable		\$25.00	\$25.00	\$25.00	\$25.00
Special Event Permit (non-refundable)		\$100.00	\$100.00	\$100.00	\$100.00
Overnight Parking Fee - Per Night		\$30.00	\$30.00	\$30.00	\$30.00
<i>(Freedom Park and Camarillo Grove Park ONLY)</i>		<b>Motorcycles</b>			
		<u>Vehicles</u>	<u>Oversize</u>		
Tournament & Special Event Parking - Pleasant Valley Fields		\$7.00			
Parking Fees- Camarillo Grove Park					
Annual Pass		\$55.00			
Weekends		\$5.00	\$10.00		
Weekdays		\$2 to \$3	\$3.00		
Holidays		\$8.00	\$8.00		

# 2015-2016 FEE SCHEDULE- FACILITIES

Board Approved _____, 2015		CLASS 1	CLASS 2	CLASS 3	CLASS 4
	Maximum Capacity	Community Service Groups	Resident Organizations	In-District Resident or Friday-Saturday Rental	Out of District/Non Resident
<b>COMMUNITY CENTER COMPLEX- Hourly Rates</b>					
Auditorium (4 hour min.)	384-500	\$36.00	\$73.00	\$145.00	\$180.00
Kitchen (4 hour min.)		\$12.00	\$24.00	\$48.00	\$61.00
Activity Rooms #1, #2, #3, #4, or #5 (2 hour min.)	20-40	\$9.00	\$18.00	\$36.00	\$45.00
Activity Room #6 or #7 (2 hour min.)	54-70	\$15.00	\$31.00	\$63.00	\$78.00
<b>Refundable Cleaning Deposit</b>					
Auditorium		\$300.00	\$300.00	\$300.00	\$300.00
Activity Rooms #1-7		\$50.00	\$50.00	\$50.00	\$50.00

<b>FREEDOM CENTER COMPLEX- Hourly Rates</b>					
Freedom Center (4 hour min.)	200-308	\$22.00	\$43.00	\$87.00	\$108.00
Kitchen/BBQ Area (4 hour min.)		\$7.00	\$12.00	\$24.00	\$31.00
Skyway Room (2 hour min.)	12-20	\$18.00	\$36.00	\$36.00	\$72.00
Sunshine Room (2 hour min.)	30-60	\$18.00	\$36.00	\$36.00	\$72.00
Freedom Gym (2 hour min.)		\$12.00	\$24.00	\$48.00	\$61.00
<b>Refundable Cleaning Deposit</b>					
Freedom Center		\$300.00	\$300.00	\$300.00	\$300.00
Rooms		\$50.00	\$50.00	\$50.00	\$50.00

<b>PLEASANT VALLEY FIELDS ROOM- Hourly Rates</b>					
East Meeting Room (2 hour min.)	30-60	\$16.00	\$33.00	\$42.00	\$65.00
<b>Refundable Cleaning Deposit</b>					
		\$50.00	\$50.00	\$50.00	\$50.00

<b>ADDITIONAL RENTAL FEES</b>					
Non-Refundable Processing Fee (applies to ALL rentals)		\$25.00	\$25.00	\$25.00	\$25.00
Liability Insurance		varies	varies	varies	varies
Alcohol Liability Insurance (price ranges from \$100-\$192)		varies	varies	varies	varies
*Security Guards- Per Guard/Per Hour		\$50.00	\$50.00	\$50.00	\$50.00
*If alcohol is being served (4 hours max.) 1 guard is required for groups of 50 people, 2 guards or more for larger groups.					
*Large non-alcohol functions may require 1 guard for groups of 150 people. Larger groups may require more guards.					
No Show Fee		\$25.00	\$25.00	\$25.00	\$25.00
Staff Overtime Fee - hourly per employee		\$30.00	\$30.00	\$30.00	\$30.00
After Hours Rate - hourly per employee on duty		varies	varies	varies	varies
Recycle Deposit (groups over 100 people) (Refundable)		\$25.00	\$25.00	\$25.00	\$25.00
Special Event Permit (non-refundable)		\$100.00	\$100.00	\$100.00	\$100.00
Overnight Parking Fee- Per Night		\$30.00	\$30.00	\$30.00	\$30.00
			Motorcycle		
(Freedom Park and Camarillo Grove Park ONLY)			Vehicles	Oversize	
Tournament & Special Event Parking - Pleasant Valley Fields		\$7.00			
<b>Parking Fees- Camarillo Grove Park</b>					
Annual Pass		\$55.00			
Weekends		\$5.00	\$10.00		
Weekdays		\$2 to \$3	\$3.00		
Holidays		\$8.00	\$8.00		

## 2015-2016 FEE SCHEDULE- OTHER

Board Approved _____, 2015	CLASS 1	CLASS 2	CLASS 3	CLASS 4
	Community Service Groups	Resident Organizations	In-District Resident	Out of District / Non Resident
<b>BASEBALL FIELDS- Hourly Rates</b>				
Bob Kildee Community Park	\$3.00	\$6 to \$8	\$16.00	\$20.00
Freedom Park	\$3.00	\$6 to \$8	\$16.00	\$20.00
Freedom Park- Adult Baseball Field	\$13.00	\$23 to \$19	\$37.00	\$46.00

*(Sports field fees are waived for Class 1-Community Service Groups )*

<b>SOFTBALL FIELDS- Hourly Rates</b>				
Mission Oaks Park	\$3.00	\$8 to \$9	\$18.00	\$22.00
Pleasant Valley Fields	\$3.00	\$8 to \$9	\$18.00	\$22.00

*(Sports field fees are waived for Class 1-Community Service Groups )*

<b>SOCCER FIELDS- Hourly Rates</b>				
Bob Kildee Community Park	\$3.00	\$6 to \$7	\$13.00	\$16.00
Pleasant Valley Fields Park	\$3.00	\$6 to \$7	\$13.00	\$16.00
Valle Lindo Park	\$3.00	\$6 to \$7	\$13.00	\$16.00

<b>SPORTS FIELD LIGHTING- Hourly Rates</b>				
Bob Kildee Community Park	\$22.00	\$30.00	\$33.00	\$41.00
Freedom Park	\$22.00	\$30.00	\$33.00	\$41.00
Mission Oaks Park	\$22.00	\$30.00	\$33.00	\$41.00
Pleasant Valley Fields (Softball)	\$27.00	\$34.00	\$37.00	\$46.00
Pleasant Valley Fields (Soccer)	\$37.00	\$44.00	\$48.00	\$60.00

<b>TENNIS COURTS- Hourly Rates (2 hour min.)</b>				
Bob Kildee Community Park	\$3.00	\$5 to \$3	\$6.00	\$7.00
Pitts Ranch Park	\$3.00	\$5 to \$3	\$6.00	\$7.00
Springville Park	\$3.00	\$5 to \$3	\$6.00	\$7.00
Mission Oaks Park	\$3.00	\$5 to \$3	\$6.00	\$7.00
Valle Lindo Park	\$3.00	\$5 to \$3	\$6.00	\$7.00

<b>GYMNASIUM- Hourly Rates (2 hour min.)</b>				
Freedom Gym	\$11.00	\$22.00	\$44.00	\$55.00

*(Gymnasium fees are waived for Class 1-Community Service Groups )*

<b>OTHER SPORT VENUES- Hourly Rates (2 hour min.)</b>				
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<b>Los Posas Equestrian Center</b> <i>(requires porta potty)</i>	\$25.00	\$50.00	\$50.00	\$75.00
<b>Arneill Running Track</b> <i>(limited off street parking)</i>	\$25.00	\$25.00	\$35.00	\$50.00
<b>Pleasant Valley Skate Park</b>	\$20.00	\$25.00	\$25.00	\$30.00
<i>Staff (per hour) (2 hour min.)</i>	\$15.00	\$15.00	\$15.00	\$15.00

<b>ADDITIONAL RENTAL FEES</b>				
<b>Baseball/Softball Field Services</b>				
* Veterans Field Scoreboard (per hour)	\$20.00	\$22.00	\$22.00	\$25.00
Bases/Score Board Rental (per day)		\$30.00	\$30.00	\$30.00
*Field Prep/Dragging & Lining (per hour)		\$53.00	\$53.00	\$53.00
<i>*Staff (per hour) (2 hour min.)</i>	\$15.00	\$15.00	\$15.00	\$15.00
<b>No Show Fee</b>	\$25.00	\$25.00	\$25.00	\$25.00
<b>Overnight Parking Fee- Per Night</b>	\$30.00	\$30.00	\$30.00	\$30.00
<i>(Freedom Park and Camarillo Grove Park <u>ONLY</u>)</i>				
		<b>Motorcycle</b>		
	<b>Vehicles</b>	<b>Oversize</b>		
<b>Tournament &amp; Special Event Parking - Pleasant Valley</b>	\$7.00			
<b>Parking Fees- Camarillo Grove Park</b>				
<b>Annual Pass</b>	<b>\$55.00</b>			
Weekends	\$5.00	<b>\$10.00</b>		
Weekdays	<b>\$2 to \$3</b>	<b>\$3.00</b>		
<b>Holidays</b>	<b>\$8.00</b>	<b>\$8.00</b>		

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: June 3, 2015**

**SUBJECT: CONSIDERATION AND ADOPTION OF DISTRICT  
NAMING POLICY**

**RECOMMENDATION**

It is recommended that the Board consider and adopt the District Naming Policy.

**BACKGROUND**

The Pleasant Valley Recreation and Park District wanted to establish a systematic and consistent approach for the naming of parks, recreational areas, facilities as well as amenities. The policy is intended to be a guide to:

- Ensure that parks, recreational areas and facilities are easily identified and located
- Ensure that given names to parks, recreational areas and facilities are consistent with the values and character of the area or neighborhood served
- Encourage public participation in the naming, renaming and dedication of parks, recreation areas and facilities
- Encourages the dedication of lands, facilities, or donations by individuals and/or groups
- Ensure control for naming policy

**ANALYSIS**

The policy for the Pleasant Valley Recreation and Park District is to name parks, recreation areas and facilities through an adopted process utilizing established criteria emphasized community values and character, local history, geography, environmental, civics and service to the Pleasant Valley Community.

The Naming Policy is intended to be a guide which: would contain an application process, naming approval process and a renaming process. The Application Process would include: name of applicant, proposed asset, background, demonstrated community support, description of location, proposal of name, documentation of that person's contribution to the District, City, and State.

Naming Approval Process – any person, group or organization may submit a written proposal, which should include sufficient explanation to make a determination. The District General Manager or designee’s consideration, regarding the naming or renaming of the parks, recreation facilities or features within such areas, shall be guided by the following considerations:

- Recognized geographic names
- Natural or geological features
- Cultural or historical significance
- A deceased individual who made a significant community contribution

The policy committee shall consider the commemorative naming proposal upon it being advanced from the General Manager, or designee, and shall offer the opportunity for public input. If recommended by the Policy Committee, the proposal shall be advanced to the Board of Directors.

The renaming of parks and facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so that it does not diminish the original justification for the name or discount the value of the prior contributors. Only those parks and facilities named for location or subdivision shall be considered for renaming. Parks named by deed restriction shall not be considered for renaming.

#### **COMMITTEE REVIEW**

The Policy Committee has reviewed the Naming Policy at the April 22 and May 27, 2015 meetings.

#### **FISCAL IMPACT**

Currently, there is no fiscal impact.

#### **RECOMMENDATION**

It is recommended that the Board consider and adopt the District Naming Policy.

#### **ATTACHMENT**

- 1) Naming Policy (3 pages)



# PLEASANT VALLEY RECREATION AND PARK DISTRICT

## PARKS, AREAS, & FACILITIES NAMING POLICY

Board approved \_\_\_\_\_ 2015

The Pleasant Valley Recreation and Park District (the District) shall establish a systematic and consistent approach for the official naming of parks and recreational areas and facilities. This policy establishes the procedure and these policies and procedures are intended to guide:

- Ensure that parks, recreational areas and facilities are easily identified and located.
- Ensure that given names to parks, recreational areas and facilities are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming and dedication of parks, recreation areas and facilities.
- Encourages the dedication of lands, facilities, or donations by individuals and/or groups.
- Ensure control for naming policy.

### POLICY

The policy of the Pleasant Valley Recreation and Park District is to name parks, recreation areas and facilities through an adopted process utilizing established criteria emphasized community values and character, local history, geography, environmental, civics and service to the Pleasant Valley Community. The following criteria shall be used in determining the appropriateness of the naming designation:

- GEOGRAPHIC LOCATION – neighborhood, significant areas, and facility
- NATURAL FEATURES – hill, street, stream, lake notable tree, orchard, i.e.
- NAMING FOR OUTSTANDING INDIVIDUAL – naming a park and/or recreational facility for an outstanding individual is allowed posthumously (at least 5 years since date of passing), and where that person's significance and good reputation have been accepted in the District, City, State and/or Nation's history.
  - When considering the naming of a park, recreational facility, regional trail and natural rea after a person, consideration will be given when:
    - The person was exceptionally dedicated or demonstrated excellence in service in ways that made a significant contribution to the land, community, Pleasant Valley Recreation & Park District, City of Camarillo, State of California
    - The person must have contributed significantly to the acquisition or development of the park or facility or to the parks system overall. The suggested name must be accompanied by a biographical sketch which shall provide evidence of contributions to the park, facility, or parks system overall.
    - There is an outstanding community leader who has made significant civic contributions to the Pleasant Valley Recreation and Park District and has given highly productive support to the District and community.





# PLEASANT VALLEY RECREATION AND PARK DISTRICT

## PARKS, AREAS, & FACILITIES NAMING POLICY

Board approved \_\_\_\_\_ 2015

### DEFINITIONS

- **PARKS.** All traditional designed parks, natural open spaces, historic sites, specialized parks, and trails under the Districts jurisdiction or management.
- **BUILDINGS.** Significant park and recreation structures that house parks and recreational programs (e.g. recreation centers, enclosed pavilions, lodges, etc).
- **MAJOR FEATURES.** Major, permanent components of park and recreational facilities, e.g. ball fields, swimming pools, tennis courts, playgrounds, fountains, artwork or physical features. Rooms within buildings are considered to be Major Features.  
Projects, programs or special uses will be identified by the District Manager and/or the Board of Directors and approved by the Board. Uses must further the mission of PVRPD and will be evaluated for designation according to value to communities and/or the District.
- **OTHER NAMING ALTERNATAIVES.** A facility within a park, i.e. playgournd, picnic shelter, fountain, bricks, tables, benches, etc., can be named separately from the park or facility location

### NAMING APPLICATION PROCESS

Any person, group, or organization may submit an application to name or re-name a park, facility, regional trail or natural area. The application should be submitted to the General Manager of the Pleasant Valley Recreation and Park District. Applications should contain the following minimum information:

1. Name of applicant
2. Proposed name for asset
3. Background//support for proposed name
4. Demonstrated community support for the proposed name
5. Identification of interested/impacted stakeholders
6. Description/map showing location
7. If proposing to name a recreation facility within a park, include a description/map showing the location of the facility within the park
8. If proposing to name a Park asset after an outstanding person, documentation of that person's contribution to the District, City, State
9. If proposing to re-name a facility, the application should also include background information on the current name and the rationale for the requesting a new name



# PLEASANT VALLEY RECREATION AND PARK DISTRICT

## PARKS, AREAS, & FACILITIES NAMING POLICY Board approved \_\_\_\_\_ 2015

### NAMING APPROVAL PROCESS

- Any person, group or organization may submit a written proposal or request to commemoratively name or rename a public park or recreation facility to the Pleasant Valley Recreation and Park District General Manager, or designee.
- A written proposal or request shall include sufficient explanation to enable the PVRPD General Manager, or designee, to make a determination that commemorative naming or renaming is justified and complies with this policy.
- The Pleasant Valley Recreation and Parks District may also initiate and facilitate a commemorative naming process associated with new park acquisitions and construction whereby neighborhoods and general public shall be invited to participate in the naming process consistent with these policies.
- The District General Manager, or designee's consideration regarding the naming or renaming of the parks, recreation facilities or features within such areas, shall be guided by the following considerations:
  - Recognized geographic names
  - Natural or geological features
  - Cultural or historical significance
  - A deceased individual who made a significant community contribution
- The PVRPD General Manager, or designee, shall review the proposal for adherence to the stated policy criteria and authentication of statements, as well as existing features already named within a particular park or recreation facility, before advancing the proposal to the Policy Committee.
- The policy committee shall consider the commemorative naming proposal upon it being advanced from the General Manager, or designee, and shall offer the opportunity for public input.
- If recommended by the Policy Committee, the proposal shall be advanced to the Board of Directors.
- Special features within a park, trail, open space or building can be named with the approval by the General Manager and the Policy Committee.
- Record of the approved name will be recorded in the PVRPD park inventory database and all applicable records, signage and documentation shall be updated, as applicable, with the new name.

### RENAMING

- The renaming of parks and facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so that it does not diminish the original justification for the name or discount the value of the prior contributors.
- Only those parks and facilities named for location or subdivision shall be considered for renaming. Parks named by deed restriction shall not be considered for renaming.
- A park or facility shall not be renamed if the name was a condition of a gift and the noncompliance with that condition would invalidate that gift.
- In order for a park or facility to be considered for renaming the following must occur:
  - The recommended name must qualify according to this policy
  - Be accompanied by a petition from the particular park or facility users demonstrating the circumstances as to why renaming should be considered by the District and its Board.

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

**TO: BOARD OF DIRECTORS**

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

**DATE: June 3, 2015**

**SUBJECT: CONSIDERATION AND ADOPTION OF PRELIMINARY  
FISCAL YEAR 2015-2016 BUDGET**

## **RECOMMENDATION**

It is recommended that the Board review and adopt the Preliminary FY 2015-2016 Budget.

## **BACKGROUND**

On May 7<sup>th</sup>, May 14<sup>th</sup>, May 21<sup>st</sup> and May 28<sup>th</sup>, Pleasant Valley Recreation and Park District held public workshops on the Proposed Budget totaling approximately \$7.9 million. The public received notice of these workshops through the posting of agendas.

The proposed operating budget for FY 2015-2016 strives to continue to move the Pleasant Valley Recreation and Park District along the path of fiscal sustainability. The budget as presented is balanced. The budget workshops provided the Board and staff the opportunity to address any concerns and questions from the public. Introduction of the preliminary budget allows the Board an opportunity to review and provide additional comments before adoption of the budget on July 1, 2015.

As a budgeting goal, staff was challenged with keeping the expenditures equal to or less than the FY 2014-2015 mid-year budget adjustments. Staff is presenting a balanced budget at \$7,994,649 as it relates to revenues and operational expenses (*Personnel and Services & Supplies*). Revenue exceeds expenditures by a total of \$9,545 of the proposed budget.

The major changes in the fiscal year 2015-2016 budget include the following:

- CalPERS Unfunded Liability
- Purchase of Financial Software
- Part Time Sick Leave Law
- Removal of a Cell Tower
- Restructuring of the Assessment Budget

## **ANALYSIS**

The analysis is comparative from the Approved FY 2014-2015 Operating Budget. The following items should be noted when reviewing the budget:

1. The preliminary budget contains an overall increase in revenue of \$144,449 which reflects an increase in Tax Apportionment of \$249,755 and a decrease of \$124,243 for Public Fees.
2. Total revenues available are \$8,004,194 and total operating expenditures are \$7,994,649 which equates to revenue exceeding expenditures by \$9,545.
3. Personnel expenditures have increased by \$280,307 in comparison to the FY 2014-2015 due to the CalPERS unfunded liability of \$174,072 and the part-time sick law.
4. Services and Supplies have increased \$79,650 from the original budget due to an increased amount budgeted for electricity of \$87,075 in comparison to what was budgeted in FY 2014- 2015 Budget.
5. An increase in the employee PERS retirement contribution rate, reflecting a 12% contribution for 1<sup>st</sup> tier employees, 7% contribution for 2<sup>nd</sup> tier employees and 6.25% for third tier.

**Capital Improvement Program (CIP) Budget:**

The Pleasant Valley Recreation and Park District developed a Five Year Capital Improvement Plan. The document was designed to provide the Board of Directors information regarding short and long term capital projects for improvements and future infrastructure needs. Quimby funds which are fees which are received from developers in lieu of land may only be used for developing new parks/recreation facilities or rehabilitating existing neighborhood or Community Park/recreational facilities. The CIP budget which will derive its funds from Quimby monies will include 11 projects for FY 2015-2016 of which 10 are new projects adding \$479,000.

The Capital Outlay projects are:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| a. Cam Grove Parking Lot             |                                |
| b. Cam Grove Pavilion #1             |                                |
| c. Fertilizer Injector               | (Will be reviewed at Mid-Year) |
| d. Charter Oak Tree Row              |                                |
| e. Exterior on Cam Grove House       | (Will be reviewed at Mid-Year) |
| f. Slurry Parking Lot at PV Fields   |                                |
| g. Springville Tennis Court Refinish |                                |
| h. Lokker Park Basketball Refinish   |                                |
| i. HCF Grant Trails/Programs         | (Match)                        |
| j. HCF Grant Trails/Programs         | (Match)                        |
| k. Sr. Center Architecture Rendering |                                |
| l. Equipment Replacement Fund        |                                |
| m. Capital Outlay-Tractor            |                                |

**FISCAL IMPACT**

Approval of the Preliminary FY 2015-2016 Budget will allow staff to proceed with the development of the final FY 2015-2016 Budget for review and adoption at the July Board meeting. There is no fiscal impact associated with this action.

**RECOMMENDATION**

It is recommended that the Board approve the Preliminary FY 2015-2016 Budget.

**ATTACHMENTS**

- 1) FY 2015-2016 Preliminary Budget Summary Sheets (15 pages)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
DISTRICT WIDE SUMMARY**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
5110-5230 Tax Apportionment	5,392,669.82	5,341,500.00	5,392,669.82	5,625,055.41	5,625,055.00
5240 Supplemental Assessment Roll	163.84	300.00	163.84	168.00	168.00
5500 Assessment Income	994,216.94	1,008,650.00	1,008,650.00	1,017,150.23	1,017,150.00
5400 Park Dedication Fees	-	-	-	-	-
5561 Land/Park Sale	-	-	-	-	-
<b>DISTRICT WIDE REVENUE</b>	<b>6,387,050.60</b>	<b>6,350,450.00</b>	<b>6,401,483.66</b>	<b>6,642,373.63</b>	<b>6,642,373.00</b>
5501 Prop 12 Fund-Income	-	-	-	-	-
5510 Public Fees	672,920.27	702,445.00	478,624.95	610,177.60	610,177.00
5512 CPR/FA Certification Income	-	-	-	-	-
5520 Public Passes	88,478.61	71,540.00	67,526.36	71,216.50	71,217.00
5530 Facility Rentals	288,543.71	306,340.00	293,269.73	269,768.75	269,769.00
5505 Facility Cleaning Fee	-	550.00	-	-	-
5506 Park Patrol Citations	3,599.27	-	858.27	900.00	900.00
5507 Plan Check Fee	-	100.00	100.00	100.00	100.00
5460 Prior Year Dividends from Pardec	34,210.00	15,000.00	34,210.00	14,200.00	14,200.00
5535 Cell Tower Income	101,636.46	91,100.00	88,158.75	93,380.88	93,381.00
5545 Insurance Indemnity Income	22,662.25	6,400.00	16,973.11	5,000.00	5,000.00
5550 Senior Dues	1,608.90	1,450.00	1,066.67	1,800.00	1,800.00
5515 Senior Services Income	1,256.31	1,300.00	1,341.75	2,200.00	2,200.00
5555 Activity Guide Income	6,365.00	6,000.00	6,000.00	6,000.00	6,000.00
5525 Vending Commissions	500.39	2,200.00	482.07	940.00	940.00
5562 Banner Income	-	900.00	-	900.00	900.00
5570 Donations	96,433.55	81,650.00	103,593.39	92,350.00	92,350.00
5571 Donations for CIP Projects	13,118.36	227,995.00	30,039.25	-	-
5575/5540 Other Misc Income	52,560.07	35,000.00	42,972.50	34,335.00	34,335.00
5580 Over/Under	(332.71)	50.00	(375.09)	(96.00)	(96.00)
5585 Incentive Income	18,438.35	17,800.00	23,126.63	17,075.00	17,075.00
5600 Reimbursement ROPS&Grant	123,745.34	191,000.00	81,898.90	136,000.00	136,000.00
5310-5320 Interest Income	5,889.62	5,400.00	5,181.69	5,573.00	5,573.00
<b>RECREATION AND PARK FEES</b>	<b>1,531,633.75</b>	<b>1,764,220.00</b>	<b>1,275,048.91</b>	<b>1,361,820.73</b>	<b>1,361,821.00</b>
<b>TOTAL GEN FUND REVENUES</b>	<b>7,918,684.35</b>	<b>8,114,670.00</b>	<b>7,676,532.57</b>	<b>8,004,194.36</b>	<b>8,004,194.00</b>
6100 Full-Time Wages	2,321,517.97	2,157,400.00	2,159,886.12	2,173,806.67	2,173,806.00
6101 Overtime Wages	20,139.49	17,800.00	17,800.00	17,162.00	17,162.00
6110 Part-Time Wages	633,404.87	617,799.00	613,144.13	689,336.16	689,336.00
6120 Retirement (Pers/SS/Medicare)	425,905.23	439,290.00	459,573.81	373,844.47	373,844.00
6121 457 Part-Time Pension	7,447.41	4,100.00	3,148.75	4,100.00	4,100.00
6130 Employee Health Insurance	358,850.59	400,000.00	375,766.66	283,043.05	283,043.00
6140 Workers Compensation	95,203.03	94,058.00	91,858.68	98,227.54	98,228.00
6150 Unemployment Insurance	8,025.00	7,500.00	7,500.00	7,500.00	7,500.00
6160 Loan Payment-Pension Obligation	132,883.01	219,600.00	219,600.00	399,044.50	399,045.00
<b>TOTAL PERSONNEL</b>	<b>4,003,376.60</b>	<b>3,957,547.00</b>	<b>3,948,278.15</b>	<b>4,046,064.38</b>	<b>4,046,064.00</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
DISTRICT WIDE SUMMARY**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
6210 Telephone	15,488.18	19,050.00	20,040.00	18,792.00	18,792.00
6220 Internet Services	8,418.68	7,600.00	7,600.00	10,488.00	10,488.00
6310 Pool Supplies	12,729.39	14,000.00	14,000.00	15,000.00	15,000.00
6320 Janitorial Supplies	45,995.89	40,050.00	40,050.00	46,100.00	46,100.00
6330 Kitchen Supplies	1,338.63	2,050.00	1,825.00	1,395.00	1,395.00
6340 Food Supplies	5,394.51	9,330.00	7,182.57	8,252.50	8,253.00
6350 Water Maintenance Service	1,214.51	1,250.00	1,250.00	1,320.00	1,320.00
6360 Laundry/Wash Services	648.80	1,400.00	1,000.00	350.00	350.00
6370 Janitorial Services	14,572.00	18,250.00	17,250.00	3,000.00	3,000.00
6380 Medical Supplies	465.78	3,000.00	2,960.00	1,745.00	1,745.00
6410 Liability/Property Insurance	94,860.98	99,600.00	99,600.00	103,042.80	103,043.00
6510 Fuel	54,273.75	60,000.00	60,000.00	48,000.00	48,000.00
6520 Vehicle Maint/Repair	44,737.01	40,000.00	40,000.00	37,800.00	37,800.00
6530 Office Equip Maint/Repair	1,761.98	5,350.00	4,400.00	1,175.00	1,175.00
6540 Computer Equip Maint/Repair	6,743.85	11,200.00	11,200.00	5,247.99	5,248.00
6610 Building Maintenance/Repair	78,592.42	83,500.00	83,500.00	90,300.00	90,300.00
6620 Bldg. Equip Maint. Repair	5,250.14	10,800.00	8,000.00	10,800.00	10,800.00
6630 Improvements/Maint.	7,635.12	7,500.00	7,500.00	24,500.00	24,500.00
6709 Incidental Costs	14,986.14	26,000.00	20,180.00	27,500.00	27,500.00
6710 Grounds Maint.	65,425.97	68,900.00	67,600.00	95,180.00	95,180.00
6720 Contracted Landscape Services	378,235.64	393,800.00	393,800.00	395,900.00	395,900.00
6730 Contracted Pest Control	675.00	-	-	2,000.00	2,000.00
6740 Rubbish & Refuse	56,265.64	60,600.00	60,600.00	51,100.00	51,100.00
6810 Memberships & Dues	9,256.56	12,170.00	12,098.00	12,272.00	12,272.00
6910 Office Expense	15,831.85	19,800.00	19,522.33	23,896.50	23,897.00
6920 Postage/Freight/Mail Expense	22,625.66	24,250.00	23,150.00	23,600.00	23,600.00
6930 Advertising Expense	14,458.34	14,375.00	13,216.00	16,590.00	16,590.00
6940 Copy Machine Charges	19,884.96	18,150.00	14,000.00	17,516.44	17,516.00
6950 Bank/Activenet Charges	46,666.15	40,250.00	40,572.00	38,019.76	38,020.00
6960 Apportionment Collection Fees	425,843.00	391,700.00	306,750.00	366,092.00	366,092.00
6970 Cost to Issue COP's	-	24,800.00	-	-	-
6971 Cost to Issue Side Fund Loan	-	4,850.00	-	-	-
6980 Minor Office Equip. F F & E	2,815.67	1,650.00	1,200.00	4,070.32	4,070.00
6990 Computer Hardware/Software	4,408.84	25,400.00	25,400.00	18,852.00	18,852.00
7010 Fingerprint Fees	1,872.00	1,700.00	1,700.00	1,705.00	1,705.00
7020 Fire Inspection Fees	2,519.85	2,925.00	2,925.00	5,088.00	5,088.00
7030 Business Permit & Licence Fee	5,340.95	4,950.00	5,167.00	4,825.00	4,825.00
7040 State Licences	97.50	-	-	-	-
7110 Legal Fees	66,540.77	75,300.00	50,000.00	73,815.00	73,815.00
7115 Typsetting & Printing Services	48,283.58	50,700.00	50,700.00	50,700.00	50,700.00
7120 Instructor Services	215,967.78	169,460.00	115,428.76	139,186.13	139,186.13
7125 Admin Fees	1,426.97	1,250.00	1,250.00	1,248.90	1,249.00
7130 Audit Services	9,525.00	10,700.00	10,700.00	10,950.00	10,950.00
7140 Medical & Health Services	2,910.00	2,400.00	2,400.00	2,500.00	2,500.00
7150 Security Services	5,390.39	4,450.00	4,450.00	4,586.43	4,586.00
7160 Entertainment Services	3,088.05	1,950.00	1,650.00	1,950.00	1,950.00
7180 Business Services	78,604.15	40,689.00	30,739.92	72,267.82	72,268.00
7190 Umpire/Referee Services	2,233.56	1,900.00	1,600.00	1,900.00	1,900.00
7210 Publication & Subscriptions	1,876.06	3,425.00	3,450.85	3,616.00	3,616.00
7310 Rents & Leases - Equipment	24,155.92	31,945.00	32,111.01	31,360.00	31,360.00
7320 Bidg./Field Leases & Rentals	14,611.00	13,200.00	8,575.00	8,628.00	8,628.00
7410 Aquatic Supplies	1,821.06	1,900.00	1,834.26	1,910.00	1,910.00
7420 Classroom Supplies	7,454.42	6,575.00	6,709.71	6,705.00	6,705.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
DISTRICT WIDE SUMMARY**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
7430 Bingo Supplies	8,060.23	7,500.00	6,800.00	7,500.00	7,500.00
7440 Sporting Goods	9,087.74	11,200.00	9,600.00	10,029.00	10,029.00
7450 Arts & Crafts Supplies	2,950.48	2,250.00	2,457.19	3,230.00	3,230.00
7460 Training Supplies	1,584.33	3,300.00	3,200.75	3,650.00	3,650.00
7470 Camp Supplies	612.89	600.00	600.00	700.00	700.00
7510 Small Tools	14,517.14	16,500.00	16,500.00	16,500.00	16,500.00
7610 Uniform Allowance	4,743.34	11,165.00	10,300.00	11,285.00	11,285.00
7620 Safety clothing & Supplies	5,360.14	5,620.00	4,675.90	8,415.00	8,415.00
7710 Conference & Seminars	5,540.00	9,860.00	8,200.00	15,195.00	15,195.00
7720 Out-of-town Travel	5,140.32	15,965.00	9,100.00	16,783.75	16,784.00
7730 Private Vehicle Mileage	4,076.20	4,456.00	2,924.97	4,903.38	4,903.00
7740 Transportation Charges	727.00	1,550.00	390.00	1,200.00	1,200.00
7750 Excursions & Camp Trips	11,891.44	16,850.00	16,200.00	19,320.00	19,320.00
7760 Tuition/Book Reimbursement	-	750.00	302.00	-	-
7810 Utilities - Gas	31,285.09	27,900.00	27,900.00	29,693.40	29,693.00
7820 Utilities - Water	860,446.82	748,100.00	748,100.00	829,626.06	829,626.00
7830 Utilities - Electricity	267,775.74	275,700.00	275,700.00	264,450.00	264,450.00
7910 Awards & Certificates	16,912.28	18,000.00	12,550.00	17,995.00	17,995.00
7920 Meals & Entertainment	4,086.65	5,650.00	3,550.00	2,800.00	2,800.00
7930 Employee Moral	3,125.79	3,750.00	3,275.00	3,450.00	3,450.00
7950 Lease Payment- VATP	620,828.10	721,500.00	409,860.00	739,021.26	739,021.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>3,849,971.77</b>	<b>3,894,210.00</b>	<b>3,329,023.22</b>	<b>3,948,585.43</b>	<b>3,948,585.13</b>
<b>TOTAL OPERATIONAL EXPENDITURES</b>	<b>7,853,348.37</b>	<b>7,851,757.00</b>	<b>7,277,301.37</b>	<b>7,994,649.81</b>	<b>7,994,649.13</b>
8400 Capital Outlay	29,968.60	333,000.00	276,558.00	454,000.00	454,000.00
8420 Equipment Replacement fund	-	25,000.00	-	25,000.00	25,000.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>29,968.60</b>	<b>358,000.00</b>	<b>276,558.00</b>	<b>479,000.00</b>	<b>479,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>7,883,316.97</b>	<b>8,209,757.00</b>	<b>7,553,859.37</b>	<b>8,473,649.81</b>	<b>8,473,649.13</b>
<b>5502 CARRY OVER</b>	<b>4,533,408.73</b>	<b>4,085,089.38</b>	<b>2,947,187.46</b>	<b>6,495,040.00</b>	<b>6,495,040.00</b>
8500 Appropriation for Contingency	228,534.00	79,848.00	35,124.00	25,000.00	25,000.00
8500 Appropriation for Reserves	2,108,841.00	3,381,979.00	2,407,443.00	697,579.00	697,579.00
8500 Appropriation for Equipment	25,000.00	57,506.82	78,194.61	50,000.00	50,000.00
8500 Appropriation for Cap Improve	1,005,818.00	11,413.33	-	2,647,732.00	2,647,732.00
8500 Appropriation for Debt Service	366,616.88	384,991.88	384,991.88	550,583.00	550,583.00
8500 Appropriation for Assessment	315,497.60	107,542.77	480,256.77	35,503.88	35,504.00
<b>TOTAL APPROPRIATIONS</b>	<b>4,050,307.48</b>	<b>4,023,281.80</b>	<b>3,386,010.26</b>	<b>4,006,397.88</b>	<b>4,006,398.00</b>
<b>TOTAL EXCESS OVER EXPENSES</b>	<b>518,468.63</b>	<b>(33,279.42)</b>	<b>(316,149.60)</b>	<b>2,019,186.68</b>	<b>2,019,186.87</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
GENERAL FUND SUMMARY**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
5110-5230 Tax Apportionment	5,392,669.82	5,341,500.00	5,392,669.82	5,625,055.41	5,625,055.00
5240 Supplemental Assessment Roll	163.84	300.00	163.84	168.00	168.00
<b>DISTRICT WIDE REVENUE</b>	<b>5,392,833.66</b>	<b>5,341,800.00</b>	<b>5,392,833.66</b>	<b>5,625,223.41</b>	<b>5,625,223.00</b>
5510 Public Fees	587,338.26	702,445.00	478,624.95	610,177.60	610,177.00
5512 Life Guard Certification Income	310.00	-	-	-	-
5520 Public Passes	65,448.04	71,540.00	67,526.36	71,216.50	71,217.00
5530 Facility Rentals	324,289.11	306,340.00	293,269.73	269,768.75	269,769.00
5505 Facility Cleaning Fee	-	550.00	-	-	-
5506 Park Patrol Citations	3,599.27	-	858.27	900.00	900.00
5507 Plan Check Fee	-	100.00	100.00	100.00	100.00
5460 Prior Year Dividends from Pardec	34,210.00	15,000.00	34,210.00	14,200.00	14,200.00
5535 Cell Tower Income	101,636.46	91,100.00	88,158.75	93,380.88	93,381.00
5545 Insurance Indemnity Income	22,662.25	6,400.00	16,973.11	5,000.00	5,000.00
5550 Senior Dues	1,300.00	1,450.00	1,066.67	1,800.00	1,800.00
5515 Senior Services Income	1,875.00	1,300.00	1,341.75	2,200.00	2,200.00
5555 Activity Guide Income	6,365.00	6,000.00	6,000.00	6,000.00	6,000.00
5525 Vending Commissions	462.94	2,200.00	482.07	940.00	940.00
5562 Banner Income	-	900.00	-	900.00	900.00
5570 Donations	101,443.67	81,650.00	103,593.39	92,350.00	92,350.00
5571 Donations for CIP Projects	11,785.36	227,995.00	30,039.25	-	-
5575/5540 Other Misc Income	51,770.41	35,000.00	42,972.50	34,335.00	34,335.00
5580 Over/Under	(332.71)	50.00	(375.09)	(96.00)	(96.00)
5585 Incentive Income	15,015.57	17,800.00	23,126.63	17,075.00	17,075.00
5600 Reimbursement ROPS&Grant	123,745.34	191,000.00	81,898.90	136,000.00	136,000.00
5310-5320 Interest Income	4,938.96	4,100.00	4,148.69	4,335.00	4,335.00
<b>RECREATION AND PARK FEES</b>	<b>1,457,862.93</b>	<b>1,762,920.00</b>	<b>1,274,015.91</b>	<b>1,360,582.73</b>	<b>1,360,583.00</b>
<b>TOTAL GEN FUND REVENUES</b>	<b>6,850,696.59</b>	<b>7,104,720.00</b>	<b>6,666,849.57</b>	<b>6,985,806.14</b>	<b>6,985,806.00</b>
6100 Full-Time Wages	2,235,862.77	2,065,500.00	2,070,834.12	2,075,920.67	2,075,920.00
6101 Overtime Wages	20,139.49	17,800.00	17,800.00	17,162.00	17,162.00
6110 Part-Time Wages	633,170.16	617,799.00	613,144.13	689,336.16	689,336.00
6120 Retirement (Pers/SS/Medicare)	408,734.27	418,590.00	435,759.81	358,004.48	358,004.00
6121 457 Part-Time Pension	7,447.41	4,100.00	3,148.75	4,100.00	4,100.00
6130 Employee Health Insurance	348,368.95	390,900.00	365,594.66	270,963.98	270,964.00
6140 Workers Compensation	89,238.54	86,508.00	84,725.68	90,445.60	90,446.00
6150 Unemployment Insurance	8,025.00	7,500.00	7,500.00	7,500.00	7,500.00
6160 Loan Payment-Pension Obligation	132,883.01	219,600.00	219,600.00	399,044.50	399,045.00
<b>TOTAL PERSONNEL</b>	<b>3,883,869.60</b>	<b>3,828,297.00</b>	<b>3,818,107.15</b>	<b>3,912,477.39</b>	<b>3,912,477.00</b>
6210 Telephone	15,488.18	19,050.00	20,040.00	18,792.00	18,792.00
6220 Internet Services	8,418.68	7,600.00	7,600.00	10,488.00	10,488.00
6310 Pool Supplies	12,729.39	14,000.00	14,000.00	15,000.00	15,000.00
6320 Janitorial Supplies	45,995.89	40,050.00	40,050.00	46,100.00	46,100.00
6330 Kitchen Supplies	1,338.63	2,050.00	1,825.00	1,395.00	1,395.00
6340 Food Supplies	5,394.51	9,330.00	7,182.57	8,252.50	8,253.00
6350 Water Maintenance Service	1,214.51	1,250.00	1,250.00	1,320.00	1,320.00
6360 Laundry/Wash Services	648.80	1,400.00	1,000.00	350.00	350.00
6370 Janitorial Services	14,572.00	18,250.00	17,250.00	3,000.00	3,000.00
6380 Medical Supplies	465.78	3,000.00	2,960.00	1,745.00	1,745.00
6410 Liability/Property Insurance	94,860.98	99,600.00	99,600.00	103,042.80	103,043.00
6510 Fuel	54,273.75	60,000.00	60,000.00	48,000.00	48,000.00
6520 Vehicle Maint/Repair	44,737.01	40,000.00	40,000.00	37,800.00	37,800.00
6530 Office Equip Maint/Repair	1,761.98	5,350.00	4,400.00	1,175.00	1,175.00



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
GENERAL FUND SUMMARY**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
6540 Computer Equip Maint/Repair	6,743.85	11,200.00	11,200.00	5,247.99	5,248.00
6610 Building Maintenance/Repair	78,592.42	83,500.00	83,500.00	90,300.00	90,300.00
6620 Bldg. Equip Maint. Repair	5,250.14	10,800.00	8,000.00	10,800.00	10,800.00
6630 Improvements/Maint.	7,635.12	7,500.00	7,500.00	24,500.00	24,500.00
6701 Maintenance of Grounds	-	-	-	-	-
6709 Incidental Costs	-	-	-	-	-
6710 Grounds Maint.	65,425.97	68,900.00	67,600.00	95,180.00	95,180.00
6720 Contracted Landscape Services	378,235.64	393,800.00	393,800.00	-	-
6730 Contracted Pest Control	675.00	-	-	2,000.00	2,000.00
6740 Rubbish & Refuse	56,265.64	60,600.00	60,600.00	51,100.00	51,100.00
6810 Memberships & Dues	9,256.56	12,170.00	12,098.00	12,272.00	12,272.00
6910 Office Expense	15,831.85	19,800.00	19,522.33	23,896.50	23,897.00
6920 Postage/Freight/Mail Expense	22,625.66	24,250.00	23,150.00	23,600.00	23,600.00
6930 Advertising Expense	14,435.73	14,375.00	13,216.00	16,590.00	16,590.00
6940 Copy Machine Charges	19,884.96	18,150.00	14,000.00	17,516.44	17,516.00
6950 Bank/Activenet Charges	46,666.15	40,250.00	40,572.00	38,019.76	38,020.00
6960 Apportionment Collection Fees	419,014.07	384,950.00	300,000.00	366,092.00	366,092.00
6970 Cost to Issue COP's	-	24,800.00	-	-	-
6971 Cost to Issue Side Fund Loan	-	4,850.00	-	-	-
6980 Minor Office Equip. F F & E	2,815.67	1,650.00	1,200.00	4,070.32	4,070.00
6990 Computer Hardware/Software	4,322.45	25,400.00	25,400.00	18,852.00	18,852.00
7010 Fingerprint Fees	1,872.00	1,700.00	1,700.00	1,705.00	1,705.00
7020 Fire Inspection Fees	2,519.85	2,925.00	2,925.00	5,088.00	5,088.00
7030 Business Permit & Licence Fee	5,340.95	4,950.00	5,167.00	4,825.00	4,825.00
7040 State Licences	97.50	-	-	-	-
7110 Legal Fees	66,540.77	75,300.00	50,000.00	73,815.00	73,815.00
7115 Typsetting & Printing Services	48,283.58	50,700.00	50,700.00	50,700.00	50,700.00
7120 Instructor Services	215,967.78	169,460.00	115,428.76	139,186.13	139,186.00
7125 Admin Fees	1,426.97	1,250.00	1,250.00	1,248.90	1,249.00
7130 Audit Services	9,525.00	10,700.00	10,700.00	10,950.00	10,950.00
7140 Medical & Health Services	2,910.00	2,400.00	2,400.00	2,500.00	2,500.00
7150 Security Services	5,390.39	4,450.00	4,450.00	4,586.43	4,586.00
7160 Entertainment Services	1,993.05	1,950.00	1,650.00	1,950.00	1,950.00
7170 Sign Language Services	-	-	-	-	-
7180 Business Services	78,604.15	40,689.00	30,739.92	72,267.82	72,268.00
7190 Umpire/Referee Services	2,233.56	1,900.00	1,600.00	1,900.00	1,900.00
7210 Publication & Subscriptions	1,876.06	3,425.00	3,450.85	3,616.00	3,616.00
7310 Rents & Leases - Equipment	24,155.92	31,945.00	32,111.01	31,360.00	31,360.00
7320 Bidg./Field Leases & Rentals	14,611.00	13,200.00	8,575.00	8,628.00	8,628.00
7410 Aquatic Supplies	1,821.06	1,900.00	1,834.26	1,910.00	1,910.00
7420 Classroom Supplies	7,454.42	6,575.00	6,709.71	6,705.00	6,705.00
7430 Bingo Supplies	8,060.23	7,500.00	6,800.00	7,500.00	7,500.00
7440 Sporting Goods	9,087.74	11,200.00	9,600.00	10,029.00	10,029.00
7450 Arts & Crafts Supplies	2,831.88	2,250.00	2,457.19	3,230.00	3,230.00
7460 Training Supplies	1,474.38	3,300.00	3,200.75	3,650.00	3,650.00
7470 Camp Supplies	722.84	600.00	600.00	700.00	700.00
7510 Small Tools	14,517.14	16,500.00	16,500.00	16,500.00	16,500.00
7610 Uniform Allowance	4,743.34	11,165.00	10,300.00	11,285.00	11,285.00
7620 Safety clothing & Supplies	5,360.14	5,620.00	4,675.90	8,415.00	8,415.00
7710 Conference & Seminars	5,540.00	9,860.00	8,200.00	15,195.00	15,195.00
7720 Out-of-town Travel	5,140.32	15,965.00	9,100.00	16,783.75	16,784.00
7730 Private Vehicle Mileage	4,076.20	4,456.00	2,924.97	4,903.38	4,903.00
7740 Transportation Charges	727.00	1,550.00	390.00	1,200.00	1,200.00
7750 Excursions & Camp Trips	11,891.44	16,850.00	16,200.00	19,320.00	19,320.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
GENERAL FUND SUMMARY**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
7760 Tuition/Book Reimbursement	-	750.00	302.00	-	-
7810 Utilities - Gas	31,285.09	27,900.00	27,900.00	29,693.40	29,693.00
7820 Utilities - Water	860,446.82	748,100.00	748,100.00	829,626.06	829,626.00
7830 Utilities - Electricity	267,775.74	275,700.00	275,700.00	264,450.00	264,450.00
7910 Awards & Certificates	16,912.28	18,000.00	12,550.00	17,995.00	17,995.00
7920 Meals & Entertainment	4,086.65	5,650.00	3,550.00	2,800.00	2,800.00
7930 Employee Moral	3,125.79	3,750.00	3,275.00	3,450.00	3,450.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>3,206,006.00</b>	<b>3,139,960.00</b>	<b>2,892,233.22</b>	<b>2,786,164.17</b>	<b>2,786,164.00</b>
<b>TOTAL OPERATIONAL EXPENDITURES</b>	<b>7,089,875.60</b>	<b>6,968,257.00</b>	<b>6,710,340.37</b>	<b>6,698,641.56</b>	<b>6,698,641.00</b>
8400 Capital Outlay/Improvements	2,280.50	85,000.00	85,000.00	454,000.00	454,000.00
8420 Equipment Replacement fund	1,485.48	25,000.00	-	25,000.00	25,000.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>3,765.98</b>	<b>110,000.00</b>	<b>85,000.00</b>	<b>479,000.00</b>	<b>479,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>7,093,641.58</b>	<b>7,078,257.00</b>	<b>6,795,340.37</b>	<b>7,177,641.56</b>	<b>7,177,641.00</b>
5502 CARRY OVER	4,428,575.16	3,855,996.61	2,718,094.69	6,174,614.00	6,174,614.00
8500 Appropriation for Contingency	228,534.00	79,848.00	35,124.00	25,000.00	25,000.00
8500 Appropriation for Reserves	2,108,841.00	3,381,979.00	2,407,443.00	697,579.00	697,579.00
8500 Appropriation for Equipment	25,000.00	57,506.82	78,194.61	50,000.00	50,000.00
8500 Appropriation for Cap Improve	1,005,818.00	11,413.33	-	2,647,732.00	2,647,732.00
8500 Appropriation for Debt Service	366,616.88	384,991.88	384,991.88	550,583.00	550,583.00
8500 Appropriation for Assessment				<b>35,503.00</b>	<b>35,503.00</b>
<b>TOTAL APPROPRIATIONS</b>	<b>3,734,809.88</b>	<b>3,915,739.03</b>	<b>2,905,753.49</b>	<b>4,006,397.00</b>	<b>4,006,397.00</b>
<b>TTL EXCESS OVER EXPENSES</b>	<b>450,820.29</b>	<b>(33,279.42)</b>	<b>(316,149.60)</b>	<b>1,976,381.58</b>	<b>1,976,382.00</b>

2014-2015 Budget REV 1  
Over (Under) 14-15 Budget

-  
(282,916.63)

7,078,257.00  
99,384.00  
1.40%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
ADMINISTRATIVE SERVICES DEPARTMENT**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
5110-5230 Tax Apportionment	5,392,669.82	5,341,500.00	5,392,669.82	5,625,055.41	5,625,055.00
5240 Supplemental Assessment Roll	163.84	300.00	163.84	168.00	168.00
<b>DISTRICT WIDE REVENUE</b>	<b>5,392,833.66</b>	<b>5,341,800.00</b>	<b>5,392,833.66</b>	<b>5,625,223.41</b>	<b>5,625,223.00</b>
5460 Dividends Pardec Prior Years	34,210.00	15,000.00	34,210.00	14,200.00	14,200.00
5575/5540 Other Misc Income	36,788.25	26,450.00	31,696.95	25,200.00	25,200.00
5580 Over/Under	0.03	50.00	(375.09)	(96.00)	(96.00)
5585 Incentive Income	12,837.67	15,500.00	18,173.44	15,625.00	15,625.00
5600 Reimbursement ROPS& Grant	123,695.23	191,000.00	81,898.90	136,000.00	136,000.00
5310-5320 Interest Income	4,938.96	4,100.00	4,148.69	4,335.00	4,335.00
<b>RECREATION AND PARK FEES</b>	<b>212,470.14</b>	<b>252,100.00</b>	<b>169,752.89</b>	<b>195,264.00</b>	<b>195,264.00</b>
<b>TOTAL GEN FUND REVENUES</b>	<b>5,605,303.80</b>	<b>5,593,900.00</b>	<b>5,562,586.55</b>	<b>5,820,487.41</b>	<b>5,820,487.00</b>
6100 Regular Salaries	361,642.73	430,700.00	427,247.00	488,602.76	488,603.00
6110 Extra Help	118,230.13	66,425.00	93,064.00	68,457.20	68,457.00
6120 Retirement	59,097.32	71,550.00	92,576.00	77,494.76	77,495.00
6121 457 PT Pension	-	100.00	100.00	100.00	100.00
6130 Employee Insurance	63,090.21	71,750.00	65,296.00	65,922.13	65,922.00
6140 Workers Compensation	1,820.16	4,450.00	4,450.00	4,372.86	4,373.00
6150 Unemployment Insurance	8,025.00	7,500.00	7,500.00	7,500.00	7,500.00
6160 Loan Payment-Pension Obligation	132,883.01	219,600.00	219,600.00	399,044.50	399,045.00
<b>TOTAL PERSONNEL</b>	<b>744,788.56</b>	<b>872,075.00</b>	<b>909,833.00</b>	<b>1,111,494.21</b>	<b>1,111,495.00</b>
6210 Telephone	6,676.95	10,200.00	10,200.00	10,200.00	10,200.00
6220 Internet Services	3,495.83	3,600.00	3,600.00	6,788.00	6,788.00
6330 Kitchen Supplies	487.39	700.00	700.00	-	-
6340 Food Supplies	274.18	600.00	600.00	-	-
6350 Water Maintenance Service	762.34	1,000.00	1,000.00	900.00	900.00
6380 Medical Supplies	-	1,750.00	2,010.00	395.00	395.00
6410 Liability/Property Insurance	94,860.98	99,600.00	99,600.00	103,042.80	103,043.00
6530 Office Equip Maint/Repair	1,227.37	1,700.00	1,700.00	450.00	450.00
6540 Computer Equip Maint/Repair	2,560.87	6,350.00	6,350.00	1,440.00	1,440.00
6810 Memberships & Dues	8,226.16	9,800.00	10,618.00	10,312.00	10,312.00
6910 Office Expense	10,183.18	11,350.00	11,350.00	12,386.50	12,386.00
6920 Postage/Freight/Mail Expense	2,900.00	3,250.00	3,250.00	2,200.00	2,200.00
6940 Copy Machine Charges	16,388.88	15,650.00	11,500.00	15,666.44	15,666.00
6950 Bank/Activenet Charges	46,666.15	40,250.00	40,572.00	38,019.76	38,020.00
6960 Apportionment Collection Fees	419,014.07	384,950.00	300,000.00	366,092.00	366,092.00
6970 Cost to Issue COP's	-	24,800.00	-	-	-
6971 Cost to Issue Side Fund Loan	-	4,850.00	-	-	-
6980 Minor Office Equip. F F & E	1,177.46	1,050.00	700.00	1,045.32	1,045.00
6990 Computer Hardware/Software	2,048.14	22,500.00	22,500.00	13,552.00	13,552.00
7010 Fingerprint Fees	1,872.00	1,700.00	1,700.00	1,705.00	1,705.00
7030 Business Permit & Licence Fee	50.00	-	-	-	-
7110 Legal Fees	66,540.77	75,300.00	50,000.00	73,815.00	73,815.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
ADMINISTRATIVE SERVICES DEPARTMENT**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
7120 Instructor Services	-	1,500.00	-	1,500.00	1,500.00
7125 Admin Fees	1,426.97	1,250.00	1,250.00	1,248.90	1,249.00
7130 Audit Services	9,525.00	10,700.00	10,700.00	10,950.00	10,950.00
7140 Medical & Health Services	2,910.00	2,400.00	2,400.00	2,500.00	2,500.00
7150 Security Services	5,390.39	4,450.00	4,450.00	4,586.43	4,586.00
7180 Business Services	57,782.60	20,589.00	20,589.92	61,412.82	61,412.82
7210 Publication & Subscriptions	1,360.64	2,150.00	2,150.00	2,264.00	2,264.00
7460 Training Supplies	438.68	700.00	600.75	700.00	700.00
7610 Uniform Allowance	36.85	1,000.00	200.00	780.00	780.00
7620 Safety clothing & Supplies	-	900.00	-	600.00	600.00
7710 Conference & Seminars	2,563.00	4,800.00	3,400.00	4,305.00	4,305.00
7720 Out-of-town Travel	3,739.41	11,700.00	5,000.00	11,710.00	11,710.00
7730 Private Vehicle Mileage	352.64	650.00	650.00	649.00	649.00
7760 Tuition/Book Reimbursement	-	750.00	302.00	-	-
7910 Awards & Certificates	82.68	725.00	100.00	725.00	725.00
7920 Meals & Entertainment	3,661.33	4,700.00	2,600.00	1,900.00	1,900.00
7930 Employee Moral	2,743.42	2,400.00	2,000.00	2,175.00	2,175.00
7950 Lease Payment- VATP	-	-	-	-	-
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>777,426.33</b>	<b>792,314.00</b>	<b>634,342.67</b>	<b>766,015.97</b>	<b>766,014.82</b>
<b>TOTAL OPERATIONAL EXPENDITURES</b>	<b>1,522,214.89</b>	<b>1,664,389.00</b>	<b>1,544,175.67</b>	<b>1,877,510.18</b>	<b>1,877,509.82</b>
8400 Capital Outlay/Improvements	-	-	-	-	-
8420 Equipment Replacement fund	-	-	-	-	-
<b>TOTAL CAPITAL EXPENSES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,522,214.89</b>	<b>1,664,389.00</b>	<b>1,544,175.67</b>	<b>1,877,510.18</b>	<b>1,877,509.82</b>
<b>5502 CARRY OVER</b>					
<b>EXPENSE + CONTINGENCY</b>	<b>1,522,214.89</b>	<b>1,664,389.00</b>	<b>1,544,175.67</b>	<b>1,877,510.18</b>	<b>1,877,509.82</b>
<b>TTL EXCESS OVER EXPENSES</b>	<b>4,083,088.91</b>	<b>3,929,511.00</b>	<b>4,018,410.88</b>	<b>3,942,977.22</b>	<b>3,942,977.18</b>

2014-2015 Mid Year Budget  
Over (Under) 14-15 Budget

1,664,389.00  
213,120.82  
12.80%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
SUMMARY OF ALL RECREATION**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
<b>DISTRICT WIDE REVENUE</b>					
5510 Public Fees	568,556.61	653,875.00	467,039.90	595,177.60	595,177.00
5512 Certification Income	310.00	-	-	-	-
5520 Public Passes	65,448.04	77,600.00	67,526.36	71,216.50	71,217.00
5530 Rentals	193,919.71	171,450.00	169,500.71	134,520.75	134,521.00
5550 Senior Dues	1,300.00	1,450.00	1,066.67	1,800.00	1,800.00
5515 Senior Services Income	1,875.00	1,300.00	1,341.75	2,200.00	2,200.00
5555 Activity Guide Income	6,365.00	6,000.00	6,000.00	6,000.00	6,000.00
5525 Vending Commissions	462.94	2,200.00	482.07	940.00	940.00
5562 Banner Income	-	900.00	-	900.00	900.00
5570 Donations	28,158.11	21,650.00	27,643.39	22,350.00	22,350.00
5575/5540 Other Misc Income	4,730.59	1,700.00	3,268.05	1,505.00	1,505.00
5580 Over/Under	(332.74)				
5585 Incentive Income	2,177.90	2,000.00	4,953.19	1,150.00	1,150.00
<b>RECREATION AND PARK FEES</b>	<b>872,971.16</b>	<b>940,125.00</b>	<b>748,822.07</b>	<b>837,759.85</b>	<b>837,760.00</b>
<b>TOTAL GEN FUND REVENUES</b>	<b>872,971.16</b>	<b>940,125.00</b>	<b>748,822.07</b>	<b>837,759.85</b>	<b>837,760.00</b>
6100 Regular Salaries	387,708.34	368,400.00	377,187.12	393,732.38	393,732.00
6101 Overtime Wages	-	-	-	-	-
6110 Extra Help	351,526.35	418,224.00	386,930.13	439,070.21	439,070.00
6120 Retirement	93,760.13	74,390.00	70,533.81	71,761.32	71,761.00
6121 457 PT Pension	7,124.80	2,500.00	1,548.75	2,500.00	2,500.00
6130 Employee Insurance	50,274.45	55,050.00	36,198.66	51,867.92	51,868.00
6140 Workers Compensation	11,237.06	11,535.00	9,775.68	12,533.02	12,533.00
<b>TOTAL PERSONNEL</b>	<b>901,631.13</b>	<b>930,099.00</b>	<b>882,174.15</b>	<b>971,464.85</b>	<b>971,464.00</b>
6210 Telephone	2,539.60	2,350.00	3,540.00	2,352.00	2,352.00
6220 Internet Services	1,508.41	1,200.00	1,200.00	1,200.00	1,200.00
6310 Pool Supplies	13.95	-	-	-	-
6320 Janitorial Supplies	4.30	50.00	50.00	100.00	100.00
6330 Kitchen Supplies	851.24	1,350.00	1,125.00	1,395.00	1,395.00
6340 Food Supplies	5,120.33	8,375.00	6,582.57	8,252.50	8,253.00
6350 Water Maintenance Service	-	-	-	-	-
6360 Laundry/Wash Services	-	-	-	-	-
6370 Janitorial Services	-	-	-	-	-
6380 Medical Supplies	465.78	1,050.00	750.00	1,150.00	1,150.00
6410 Liability/Property Insurance	-	-	-	-	-
6510 Fuel	-	-	-	-	-
6520 Vehicle Maint/Repair	-	-	-	-	-
6530 Office Equip Maint/Repair	287.68	1,250.00	300.00	725.00	725.00
6540 Computer Equip Maint/Repair	602.17	800.00	800.00	1,300.00	1,300.00
6610 Building Maintenance/Repair	2,111.38	2,300.00	2,300.00	2,300.00	2,300.00
6620 Bldg. Equip Maint. Repair	47.03	500.00	500.00	500.00	500.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
SUMMARY OF ALL RECREATION**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
6630 Improvements/Maint.	-	-	-	2,000.00	2,000.00
6701 Maintenance of Grounds	-	-	-	-	-
6709 Incidental Costs	-	-	-	-	-
6710 Grounds Maint.	-	1,200.00	-	1,200.00	1,200.00
6720 Contracted Landscape Services	-	-	-	-	-
6730 Contracted Pest Control	-	-	-	-	-
6740 Rubbish & Refuse	-	-	-	-	-
6810 Memberships & Dues	985.40	1,520.00	1,030.00	1,560.00	1,560.00
6910 Office Expense	3,867.06	4,150.00	4,172.33	5,370.00	5,370.00
6920 Postage/Freight/Mail Expense	19,719.55	21,000.00	19,900.00	21,400.00	21,400.00
6930 Advertising Expense	14,435.73	14,375.00	13,216.00	16,590.00	16,590.00
6940 Copy Machine Charges	-	-	-	-	-
6950 Bank/Activenet Charges	-	-	-	-	-
6960 Apportionment Collection Fees	-	-	-	-	-
6970 Cost to Issue COP's	-	-	-	-	-
6971 Cost to Issue Side Fund Loan	-	-	-	-	-
6980 Minor Office Equip. F F & E	1,595.22	600.00	500.00	3,025.00	3,025.00
6990 Computer Hardware/Software	1,153.70	1,800.00	1,800.00	3,700.00	3,700.00
7010 Fingerprint Fees	-	-	-	-	-
7020 Fire Inspection Fees	296.00	325.00	325.00	1,428.00	1,428.00
7030 Business Permit & Licence Fee	610.00	1,400.00	1,617.00	2,675.00	2,675.00
7040 State Licences	-	-	-	-	-
7110 Legal Fees	-	-	-	-	-
7115 Typsetting & Printing Services	48,283.58	50,700.00	50,700.00	50,700.00	50,700.00
7120 Instructor Services	215,967.78	167,960.00	115,428.76	137,686.13	137,686.00
7125 Admin Fees	-	-	-	-	-
7130 Audit Services	-	-	-	-	-
7140 Medical & Health Services	-	-	-	-	-
7150 Security Services	-	-	-	-	-
7160 Entertainment Services	1,993.05	1,950.00	1,650.00	1,950.00	1,950.00
7170 Sign Language Services	-	-	-	-	-
7180 Business Services	18,543.73	15,600.00	5,650.00	7,855.00	7,855.00
7190 Umpire/Referee Services	2,233.56	1,900.00	1,600.00	1,900.00	1,900.00
7210 Publication & Subscriptions	515.42	675.00	700.85	752.00	752.00
7310 Rents & Leases - Equipment	13,168.50	12,745.00	12,911.01	13,960.00	13,960.00
7320 Bidg./Field Leases & Rentals	14,611.00	13,200.00	8,575.00	8,628.00	8,628.00
7410 Aquatic Supplies	1,821.06	1,900.00	1,834.26	1,910.00	1,910.00
7420 Classroom Supplies	7,454.42	6,575.00	6,709.71	6,705.00	6,705.00
7430 Bingo Supplies	8,060.23	7,500.00	6,800.00	7,500.00	7,500.00
7440 Sporting Goods	7,951.56	7,700.00	6,100.00	8,029.00	8,029.00
7450 Arts & Crafts Supplies	2,713.53	2,250.00	2,457.19	3,230.00	3,230.00
7460 Training Supplies	1,035.70	2,600.00	2,600.00	2,950.00	2,950.00
7470 Camp Supplies	612.89	600.00	600.00	700.00	700.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
SUMMARY OF ALL RECREATION**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
7510 Small Tools	-	100.00	100.00	100.00	100.00
7610 Uniform Allowance	1,751.87	3,265.00	3,200.00	3,625.00	3,625.00
7620 Safety clothing & Supplies	952.40	1,720.00	1,675.90	2,165.00	2,165.00
7710 Conference & Seminars	810.00	2,960.00	2,700.00	7,490.00	7,490.00
7720 Out-of-town Travel	1,355.23	3,065.00	2,900.00	5,073.75	5,074.00
7730 Private Vehicle Mileage	3,723.56	3,506.00	1,974.97	3,954.38	3,954.00
7740 Transportation Charges	597.00	1,550.00	390.00	1,200.00	1,200.00
7750 Excursions & Camp Trips	11,891.44	16,850.00	16,200.00	19,320.00	19,320.00
7760 Tuition/Book Reimbursment	-	-	-	-	-
7810 Utilities - Gas	-	-	-	-	-
7820 Utilities - Water	-	-	-	-	-
7830 Utilities - Electricity	-	-	-	-	-
7910 Awards & Certificates	16,829.60	17,275.00	12,450.00	17,270.00	17,270.00
7920 Meals & Entertainment	57.24	450.00	450.00	400.00	400.00
7930 Employee Moral	304.44	850.00	775.00	775.00	775.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>439,453.32</b>	<b>411,041.00</b>	<b>326,840.55</b>	<b>394,050.75</b>	<b>394,051.00</b>
<b>TOTAL OPERATIONAL EXPENDITURES</b>	<b>1,341,084.45</b>	<b>1,341,140.00</b>	<b>1,209,014.70</b>	<b>1,365,515.60</b>	<b>1,365,515.00</b>
8400 Capital Outlay/Improvements	742.74	-	-	25,000.00	25,000.00
8420 Equipment Replacement fund	1,485.48	-	-	-	-
<b>TOTAL CAPITAL EXPENSES</b>	<b>2,228.22</b>	<b>-</b>	<b>-</b>	<b>25,000.00</b>	<b>25,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>1,343,312.67</b>	<b>1,341,140.00</b>	<b>1,209,014.70</b>	<b>1,390,515.60</b>	<b>1,390,515.00</b>
<b>5502 CARRY OVER</b>					
8500 Appropriation for Village					
8500 Appropriation for Contingency					
8500 Appropriation for Reserves					
8500 Appropriation for Assessment					
<b>EXPENSE + CONTINGENCY</b>	<b>1,343,312.67</b>	<b>1,341,140.00</b>	<b>1,209,014.70</b>	<b>1,390,515.60</b>	<b>1,390,515.00</b>
<b>TTL EXCESS OVER EXPENSES</b>	<b>(470,341.51)</b>	<b>(401,015.00)</b>	<b>(460,192.63)</b>	<b>(552,755.75)</b>	<b>(552,755.00)</b>

2014-2015 Mid Year Budget  
Over (Under) 14-15 Budget

1,341,140.00  
49,375.00  
3.7%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
SUMMARY OF ALL PARKS**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
<b>DISTRICT WIDE REVENUE</b>	-	-	-	-	-
5510 Public Fees	18,781.65	17,350.00	11,585.05	15,000.00	15,000.00
5530 Rentals	145,582.82	144,890.00	123,769.03	135,248.00	135,248.00
5505 Facility Cleaning Fee	-	550.00	-	-	-
5506 Park Patrol Citations	3,599.27		858.27	900.00	900.00
5507 Plan Check Fee	-	100.00	100.00	100.00	100.00
5535 Cell Tower Income	101,636.46	91,100.00	88,158.75	93,380.88	93,381.00
5545 Insurance Indemnity Income	22,662.25	6,400.00	16,973.11	5,000.00	5,000.00
5570 Donations	73,285.56	60,000.00	75,950.00	70,000.00	70,000.00
5571 Donations for CIP Projects	11,785.36	227,995.00	30,039.25		
5575/5540 Other Misc Income	10,251.57	6,850.00	8,007.50	7,630.00	7,630.00
5585 Incentive Income	-	300.00	-	300.00	300.00
5600 Reimbursement	50.11	-	-	-	-
<b>RECREATION AND PARK FEES</b>	<b>387,635.05</b>	<b>555,535.00</b>	<b>355,440.95</b>	<b>327,558.88</b>	<b>327,559.00</b>
<b>TOTAL GEN FUND REVENUE</b>	<b>387,635.05</b>	<b>555,535.00</b>	<b>355,440.95</b>	<b>327,558.88</b>	<b>327,559.00</b>
6100 Regular Salaries	1,486,511.70	1,266,400.00	1,266,400.00	1,193,585.53	1,193,585.00
Overtime Wages	20,139.49	17,800.00	17,800.00	17,162.00	17,162.00
6110 Part Time Salaries	163,413.68	133,150.00	133,150.00	181,808.75	181,809.00
6120 Retirement	255,876.82	272,650.00	272,650.00	208,748.40	208,748.00
6121 457 PT Pension	322.61	1,500.00	1,500.00	1,500.00	1,500.00
6130 Employee Insurance	235,004.29	264,100.00	264,100.00	153,173.93	153,174.00
6140 Workers Compensation	76,181.32	70,500.00	70,500.00	73,539.72	73,540.00
<b>TOTAL PERSONNEL</b>	<b>2,237,449.91</b>	<b>2,026,100.00</b>	<b>2,026,100.00</b>	<b>1,829,518.33</b>	<b>1,829,518.00</b>
6210 Telephone	6,271.63	6,500.00	6,300.00	6,240.00	6,240.00
6220 Internet Services	3,414.44	2,800.00	2,800.00	2,500.00	2,500.00
6310 Pool Supplies	12,715.44	14,000.00	14,000.00	15,000.00	15,000.00
6320 Janitorial Supplies	45,991.59	40,000.00	40,000.00	46,000.00	46,000.00
6350 Water Maintenance Service	452.17	250.00	250.00	420.00	420.00
6360 Laundry/Wash Services	648.80	1,400.00	1,000.00	350.00	350.00
6370 Janitorial Services	14,572.00	18,250.00	17,250.00	3,000.00	3,000.00
6380 Medical Supplies	-	200.00	200.00	200.00	200.00
6510 Fuel	54,273.75	60,000.00	60,000.00	48,000.00	48,000.00
6520 Vehicle Maint/Repair	44,737.01	40,000.00	40,000.00	37,800.00	37,800.00
6530 Office Equip Maint/Repair	246.93	2,400.00	2,400.00		
6540 Computer Equip Maint/Repair	3,580.81	4,050.00	4,050.00	2,507.99	2,508.00
6610 Building Maintenance/Repair	76,481.04	81,200.00	81,200.00	88,000.00	88,000.00
6620 Bldg. Equip Maint/Repair	5,203.11	10,300.00	7,500.00	10,300.00	10,300.00



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
SUMMARY OF ALL PARKS**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
6630 Improvements/Maint.	7,635.12	7,500.00	7,500.00	22,500.00	22,500.00
6710 Grounds Maint.	65,425.97	67,600.00	67,600.00	93,980.00	93,980.00
6720 Contracted Landscape Servi	378,235.64	393,800.00	393,800.00	-	-
6730 Contracted Pest Control	675.00	-	-	2,000.00	2,000.00
6740 Rubbish & Refuse	56,265.64	60,600.00	60,600.00	51,100.00	51,100.00
6810 Memberships & Dues	45.00	850.00	450.00	400.00	400.00
6910 Office Expense	1,781.61	4,300.00	4,000.00	6,140.00	6,140.00
6920 Postage/Freight/Mail Expense	6.11	-	-	-	-
6940 Copy Machine Charges	3,496.08	2,500.00	2,500.00	1,850.00	1,850.00
6980 Minor Office Equip. F F & E	42.99	-	-	-	-
6990 Computer Hardware/Software	1,120.61	1,100.00	1,100.00	1,600.00	1,600.00
7020 Fire Inspection Fees	2,223.85	2,600.00	2,600.00	3,660.00	3,660.00
7030 Business Permit & Licence F	4,680.95	3,550.00	3,550.00	2,150.00	2,150.00
7040 State Licences	97.50	-	-	-	-
7180 Business Services	2,277.82	4,500.00	4,500.00	3,000.00	3,000.00
7210 Publication & Subscriptions	-	600.00	600.00	600.00	600.00
7310 Rents & Leases - Equipment	10,987.42	19,200.00	19,200.00	17,400.00	17,400.00
7440 Sporting Goods	1,136.18	3,500.00	3,500.00	2,000.00	2,000.00
7450 Arts & Crafts Supplies	118.35	-	-	-	-
7470 Camp Supplies	109.95	-	-	-	-
7510 Small Tools	14,517.14	16,400.00	16,400.00	16,400.00	16,400.00
7610 Uniform Allowance	2,954.62	6,900.00	6,900.00	6,880.00	6,880.00
7620 Safety clothing & Supplies	4,407.74	3,000.00	3,000.00	5,650.00	5,650.00
7710 Conference & Seminars	2,167.00	2,100.00	2,100.00	3,400.00	3,400.00
7720 Out-of-town Travel	45.68	1,200.00	1,200.00	-	-
7730 Private Vehicle Mileage	-	300.00	300.00	300.00	300.00
7810 Utilities - Gas	31,285.09	27,900.00	27,900.00	29,693.40	29,693.00
7820 Utilities - Water	860,446.82	748,100.00	748,100.00	829,626.06	829,626.00
7830 Utilities - Electricity	267,775.74	275,700.00	275,700.00	264,450.00	264,450.00
7920 Meals & Entertainment	368.08	500.00	500.00	500.00	500.00
7930 Employee Moral	77.93	500.00	500.00	500.00	500.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>1,989,126.35</b>	<b>1,936,150.00</b>	<b>1,931,050.00</b>	<b>1,626,097.45</b>	<b>1,626,097.00</b>
<b>TOTAL OPERATIONAL EXPENDITURE</b>	<b>4,226,576.26</b>	<b>3,962,250.00</b>	<b>3,957,150.00</b>	<b>3,455,615.78</b>	<b>3,455,615.00</b>
8400 Capital Outlay/Improvements	1,537.76	85,000.00	85,000.00	429,000.00	429,000.00
8420 Equipment Replacement fund	-	25,000.00	-	25,000.00	25,000.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>1,537.76</b>	<b>110,000.00</b>	<b>85,000.00</b>	<b>454,000.00</b>	<b>454,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>4,228,114.02</b>	<b>4,072,250.00</b>	<b>4,042,150.00</b>	<b>3,909,615.78</b>	<b>3,909,615.00</b>
<b>5502 CARRY OVER</b>					

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
SUMMARY OF ALL PARKS**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
<b>EXPENSE + CONTINGENCY</b>	<b>4,228,114.02</b>	<b>4,072,250.00</b>	<b>4,042,150.00</b>	<b>3,909,615.78</b>	<b>3,909,615.00</b>
<b>TTL EXCESS OVER EXPENSE</b>	<b>(3,840,478.97)</b>	<b>(3,516,715.00)</b>	<b>(3,686,709.05)</b>	<b>(3,582,056.90)</b>	<b>(3,582,056.00)</b>

2014-2015 Budget REV 1	4,072,250.00
Over (Under) 14-15 Budget	(162,635.00)
	-4.0%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2015-2016 ANNUAL BUDGET  
SUMMARY OF ASSESSMENT DISTRICT**

Account Description	Actual REV/EXP 2013-2014	Mid-Year Budget 2014-2015	Projected REV/EXP 2014-2015	Proposed Budget 2015-2016	Rounded Figures 2015-2016
5500 Assessment Income	994,216.94	1,008,650.00	1,008,650.00	1,017,150.23	1,017,150.00
<b>DISTRICT WIDE REVENUE</b>	<b>994,216.94</b>	<b>1,008,650.00</b>	<b>1,008,650.00</b>	<b>1,017,150.23</b>	<b>1,017,150.00</b>
5310-5320 Interest Income	950.66	1,300.00	1,033.00	1,238.00	1,238.00
<b>RECREATION AND PARK FEES</b>	<b>950.66</b>	<b>1,300.00</b>	<b>1,033.00</b>	<b>1,238.00</b>	<b>1,238.00</b>
<b>TOTAL GEN FUND REVENUES</b>	<b>995,167.60</b>	<b>1,009,950.00</b>	<b>1,009,683.00</b>	<b>1,018,388.23</b>	<b>1,018,388.00</b>
6100 Regular Salaries	85,655.20	91,900.00	89,052.00	97,886.00	97,886.00
6120 Retirement	17,167.56	20,700.00	23,814.00	15,839.98	15,840.00
6130 Employee Insurance	10,481.64	9,100.00	10,172.00	12,079.07	12,079.00
6140 Workers Compensation	5,961.62	7,550.00	7,133.00	7,781.94	7,782.00
<b>TOTAL PERSONNEL</b>	<b>119,266.02</b>	<b>129,250.00</b>	<b>130,171.00</b>	<b>133,586.99</b>	<b>133,587.00</b>
6709 Incidental Costs	14,986.14	26,000.00	20,180.00	27,500.00	27,500.00
6720 Contracted Landscape Services	-	-	-	395,900.00	395,900.00
6960 Apportionment Collection Fees	6,828.93	6,750.00	6,750.00	7,302.10	7,302.00
7950 Lease Payment- VATP	620,828.10	721,500.00	409,860.00	739,021.26	739,021.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>642,643.17</b>	<b>754,250.00</b>	<b>436,790.00</b>	<b>1,169,723.36</b>	<b>1,169,723.00</b>
<b>TOTAL OPERATIONAL EXPENDITURES</b>	<b>761,909.19</b>	<b>883,500.00</b>	<b>566,961.00</b>	<b>1,303,310.35</b>	<b>1,303,310.00</b>
8400 Capital Outlay/Improvements	22,594.38	248,000.00	191,558.00	-	-
<b>TOTAL CAPITAL EXPENSES</b>	<b>22,594.38</b>	<b>248,000.00</b>	<b>191,558.00</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>784,503.57</b>	<b>1,131,500.00</b>	<b>758,519.00</b>	<b>1,303,310.35</b>	<b>1,303,310.00</b>
5502 CARRY OVER	104,833.57	229,092.77	229,092.77	320,426.00	320,426.00
<b>TOTAL APPROPRIATIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TTL EXCESS OVER EXPENSES</b>	<b>315,497.60</b>	<b>107,542.77</b>	<b>480,256.77</b>	<b>35,503.88</b>	<b>35,504.00</b>

2014-2015 Budget REV 1  
Over (Under) 14-15 Budget

1,131,500.00  
171,810.00  
15.2%

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

- A. Chairperson Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy/Joint Land Use Study
- D. Standing Committees – Finance, Personnel and Policy
- E. General Manager’s Report