

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
May 5, 2021**

In order to minimize the spread of COVID-19, attendees will be required to wear masks and maintain 6' social distancing. Seating inside the City Council Chambers will be limited and available on a first-come-first seated basis.

5:00 P.M. CLOSED SESSION

- 1. CALL TO ORDER**
 - A. Recess to Closed Session**
 - B. Closed Session**
 - 1) Conference with Legal Counsel – Anticipated Litigation - The Board will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), to consider the claim of Andrew Peralta. The claim is available for inspection pursuant to Government Code sec. 54957.5.**
 - C. Reconvene into Regular Meeting**

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #674

- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).**
- 5. 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.**
- 6. 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 Board Meeting of April 7, 2021**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
District's disbursements dated on or before March 31, 2021.

C. Financial Reports

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

D. Consideration and Adoption of Resolution No. 671, Declaring Intention to Levy Assessments for FY 2021-2022, Preliminarily Approving the Engineer's Report, and Authorizing the Issuance of a Notice for the Public Hearing for the Proposed FY 2021-2022 Assessments for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District

Preliminary approval of the Engineer's Report and establishment of the hearing date allows for the development of the proposed budget and assessment rate.

E. Consideration and Adoption of Resolution No. 672 Proclaiming May 2021 as Older Americans Month

The proclamation will be in recognition of the older adult population within the District.

F. Consideration and Approval of the Request for Bid Proposals for the Remodeling of the Community Center Kitchen

Board approval of this request for bid proposals will allow staff to solicit bids from contractors for the remodel of the Community Center Kitchen.

7. PUBLIC HEARING – PARK IMPACT FEE NEXUS STUDY

A. Consideration and Approval of a Park Impact Fee to be Levied by the City of Camarillo on Behalf of the Park District on Certain Specific Building Developments within the City of Camarillo

City and District staff have worked together to iron out the finer points with the District's impact fee consultant, SCI Consulting Group, who prepared the study and proposed fee structure.

Suggested Actions: A MOTION to Approve the maximum fees as stated in the Park Impact Fee Nexus Study and refer the study and fees to the Camarillo City Council for review and the approval of the program's implementation.

8. NEW ITEMS – DISCUSSION/ACTION

A. Review and Approve the Updated 2021-2026 Five-Year Strategic Plan

Staff has worked with BHI Consulting to finalize the updated Five-Year Strategic Plan and provided timelines for each focus area and strategy.

Suggested Action: A MOTION to Approve and adopt the Updated Five Year (2021-2026) Strategic Plan.

B. Consideration and Approval of the Request for Bid Proposals for the Construction of Phase 1 of the Arneill Ranch Park Renovation Project

Phase 1 includes a complete overhaul of the irrigation system, removal of turf from the outside of the track, major changes to the landscaping, and bid alts for fitness equipment and electrical work.

Suggested Actions: A MOTION to Approve the Request for Proposals for the construction of the Arneill Ranch Park Renovation Project Phase 1.

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

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

10. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
April 7, 2021**

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Chairman Malloy led the pledge.

3. ROLL CALL

Directors Dransfeldt, Kelley, Magner and Malloy were present via teleconferencing. Director Roberts was absent.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Park Supervisor Brandon Lopez, Park Supervisor Nick Marienthal, and Human Resources Specialist Kathryn Drewry.

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten requested that Item 6.F. *Consideration and Approval of the Request for Bid Proposals for the Remodeling of the Community Center Kitchen* be pulled until next month's meeting.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to amend the agenda.

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chairman Malloy

Noes:

Absent: Roberts

Motion: Carried

**Motion to
Approve
Agenda as
Amended**

Carried

5. PUBLIC COMMENTS

Edna Byerly of Camarillo stated she is not against pickleball, but being a long-time tennis player, she hopes that the preservation of current tennis courts is part of any proposal. She would like to see the tennis courts resurfaced. Edna stated that Court #3 at the Springville Park is the busiest of the three courts there and she likes the way the Bob Kildee Park tennis and pickleball courts are set up now.

Emailed public comments were received from Mike Hause, Cece Casey and Bob Aaron.

6. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of March 3, 2021 and Special Board Meeting of March 24, 2021
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Consideration and Adoption of Resolution No. 669 Proclaiming April 2021 as Arbor Month
- E. Review and Approval of Surplus Supplies and Equipment List
- F. Consideration and Approval of the Request for Bid Proposals for the Remodeling of the Community Center Kitchen
- G. Approve Resolution No. 670 to Adopt the District's Updated Injury and Illness Prevention Program Policy and Rescind Resolution No. 637

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Kelley to approve the Consent Agenda as previously amended without 6.F.

**Motion to
Approve
Consent
Agenda as
Amended**

Voting was as follows:

Ayes: Magner, Kelley, Dransfeldt, Chairman Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

7. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Converting One Tennis Court at Pitts Ranch Park and Springville to a Dual Use Court and Provide Staff Further Direction

With pickleball gaining popularity in the last few years, the District has had to closely examine the usage of the tennis and pickleball courts. General Manager Mary Otten presented options and potential facility and programmatic solutions in the consideration of courts at Pitts Ranch Park, Springville Park, Bob Kildee Park Freedom Park and Ran Rancho Park (future park site).

A public comment caller by the name of Mike stated that if additional dual use courts are created as suggested, pickleball players would rather have 2 courts in one place rather than 2 courts at each end of town as in the Pitts Ranch Park and Springville Park short term options. Mike said that pickleball players would prefer the 2 courts together since the players rotate more frequently and the sport is very social. He did not think there was a parking problem at Bob Kildee Park due to the size of the parking lot, but Chairman Malloy reminded him that it is a very busy lot with baseball, the Aquatic Center, KidSTREAM, and all the other year-round users.

Discussion included: possible lighted pickleball courts at Ran Rancho Park; possibility of developer placing conduit and District adding lights later; suggestion to have the lights installed from the beginning; proximity of new courts to the new homes at Ran Rancho; high demand for pickleball and need for the preservation of tennis courts; the tennis court

numbers presented in the report did not include private tennis courts; concern of noise and neighbors at Pitts; solutions for the time being and consideration of long term as well; the Freedom Park pool area as a good long term option because of its isolation; a possible fundraising partnership with pickleball groups and need to look at the budget and Quimby fees; consideration of short term options for both Springville and Pitts Ranch Parks and need to consider later start time (8:00 am) for pickleball at Pitts Ranch Park; and consideration of pilot rules program changes at Bob Kildee Park along with direction to follow up on the lighting of courts at Ran Rancho Park and consider the Freedom Park pool area for a long term solution.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve and authorize the General Manager to convert one (1) tennis court at Pitts Ranch and one (1) tennis court at Springville Park into a dual/multi-use court and to provide direction on mid-term and/or long-term solutions.

Motion to Approve to Convert 1 Tennis Court each at Pitts Ranch & Springville Parks to Dual Use

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chairman Malloy

Noes:

Absent: Roberts

Motion: Carried

Carried

B. Consideration and Approval of the Purchase of a Carrier 7.5-Ton Rooftop High Efficiency Gas Heating and Air Conditioning Unit and Economizer for Room 6

Park Supervisor Brandon Lopez presented consideration of a new HVAC system from Aire Serv for Room 6 of the Administration Building. Discussion included: high cost of a repair to the failed fan motor within the unit; unit exceeding typical life by 7 years; different manufacturers of same unit yielded varying prices; old unit was due to be replaced next year according to the equipment inventory list; and new unit will come with an economizer which helps to distribute the air and increase efficiency.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve: 1) The purchase and installation of a Carrier 7.5-Ton 208-230 volts 3-phase Commercial Duty High Efficiency Gas Heating and Air Conditioning Unit with Aire Serv AND 2) A budget adjustment in the amount of \$11,965 to the Capital Budget in Fund 10.

Motion to Approve HVAC for Room 6

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelly, Chairman Malloy

Noes:

Absent: Roberts

Motion: Carried

Carried

C. Review and Provide Direction for the Updated 2021-2026 Five-Year Strategic Plan

General Manager Mary Otten provided a draft version of the 2021-2026 Five-Year Strategic Plan for review. Since the January 23rd Board workshop with BHI Consulting, staff have been working with BHI to complete the list of Strategic Goals supporting each

of the Vision and Strategic Focus Areas which were outlined by the Board of Directors. The Strategic Focus Areas are: 1) Sustained Financial Stability, 2) A New Senior/Community Center, 3) Completion of Outstanding Projects, 4) Increased Programming Clarity, and 5) Employment and Succession Plan. Ms. Otten stated that staff led by Administrative Analyst Jessica Puckett will work on assigning the strategic goals to the 5-year timeline with action steps provided by each department and bring the plan to the Board for approval. Discussion included the addressed necessity to have goals fit the community needs of a senior/community center for a possible bond issue.

8. INFORMATIONAL ITEMS

A. Chairman Malloy – Chairman Malloy stated that the District will have to take a look at water restrictions.

B. Ventura County Special District Association/California Special District Association – VCSDA – Directors Magner and Malloy and General Manager Otten attended the April 6th meeting with Bruce Dandy as the new chapter president and a presentation from CSDA. Director Magner reported that Congresswoman Brownley informed our local assembly members that there is money to be set aside for special districts from the American Rescue Plan. Support is needed at all levels for this to happen, CSDA – Director Magner stated that there is a board of directors meeting on Friday, April 9.

C. Ventura County Consolidated Oversight Board – No report.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported that the March 15 meeting was cancelled due to the LA River Master Plan being extended. The next meeting will be April 23 at 6pm via Zoom.

E. Standing Committees – Finance – Director Malloy reported that the water expenses are up, but the District budgeted for no rain. Electric expenses are down due to the shutdown and the District is in good shape. Liaison – No meeting. Long Range Planning – Director Dransfeldt stating that the committee met on March 10 to bring them up to date regarding the Las Posas Equestrian Park and its challenges along with Freedom Park. Personnel – No meeting. Policy – Committee will meet on April 8.

F. Ad Hoc Committees – Pickleball/Tennis – The information was covered in the agenda report.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner will have a report next month.

H. General Manager's Report – General Manager Otten stated that Ventura County is currently in the orange tier and that the District offices will open its doors April 12. At the Aquatic Center, lap swim, structured swim and fitness classes will begin. Bingo will start up again in April sometime. There is an increase in outdoor rentals. Arneill Ranch Park is currently going thru city planning. PV Field Zones 1-4 are closed with the turf being cored, aerated and treated for weeds. There were 900 participants for the District's Easter Egg hunt and hikes are continuing at Camarillo Grove Park.

10. ORAL COMMUNICATIONS

Director Dransfeldt thanked Recreation Specialist Connor Soudani and staff for the Easter Egg Hunt which allowed families to visit the parks in a safe and fun manner. Ms. Dransfeldt also thanked Marketing Specialist Emily Raab for posting District Board and committee meeting information on the website. Ms. Dransfeldt thanked MSA parents for emails, letters to the editor and concerns with field use. She asked how the District can help to have Food Share and food distribution back at the Community Center again because of its importance to the community. Ms. Dransfeldt stated that she denounces all acts of racism and bigotry and stands in solidarity with the Asian American-Pacific Islander community

which has seen recent attacks. Ms. Dransfeldt reported that constituents have noted Director Kelley's reposts about the Chinese Virus and have sent them to the Anti-Defamation League among other groups. Director Kelley stated that Director Dransfeldt does not know him.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:57 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

Pleasant Valley Recreation and Park District
 Finance Report
 March 2021

	Date	Amount	
Accounts Payables:	03/2021	\$ 327,870.36	
	Total	\$ 327,870.36	
Payroll (Total Cost):	3/4/2021	\$ 126,129.32	
	3/18/2021	\$ 128,504.14	
	Total	\$ 254,633.46	
Outgoing:Online Payments			
	3/4/2021	\$ 14,584.51	CALPERS- Ret.-PR-03/04/2021
	3/9/2021	\$ 32,782.25	CALPERS- Health Insurance
	3/9/2021	\$ 521.25	VSP- Vision Insurance
	3/9/2021	\$ 1,820.87	The Hartford
	3/9/2021	\$ 2,268.84	The Guardian
	3/9/2021	\$ 378.84	Aflac
	3/10/2021	\$ 6,784.00	EDD- SUI Charges Qtr. Ended 12/31/2020
	3/18/2021	\$ 14,656.35	CALPERS- Ret.-PR-03/18/2021
	Total	\$ 73,796.91	
	Grand Total	\$ 656,300.73	

CASH REPORT

	3/31/2021 Balance	3/31/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 356,710.35	\$ 236,199.84	
457 Pension Trust Restricted	\$ 86,359.92	\$ 60,863.39	
Quimby Fee - Restricted	\$ 431,482.30	\$ 120,957.49	
Multi-Bank Securities Restricted	\$ 15,421.14	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,538,368.15	\$ 4,928,403.08	
FCDP Checking	\$ 13,465.76	\$ 22,128.61	
Total	\$ 5,441,807.62	\$ 5,783,973.55	
Semi-Restricted Funds			
Assessment	\$ 687,943.20	\$ 629,305.66	
Capital Improvement	\$ 49,702.78	\$ 30,635.71	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 60,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF - Capital #1200	\$ 1,792,597.55	\$ 2,555,455.63	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,207,485.27	\$ 3,718,638.74	
Unrestricted Funds			
Contingency	\$ 12,216.32	\$ 76,195.40	
LAIF/Cal Trust - Contingency #1301	\$ 2,318,016.82	\$ 920,008.87	
General Fund Checking	\$ 661,373.21	\$ 7,357.95	
Total	\$ 2,991,606.35	\$ 1,003,562.22	
Total of all Funds	\$ 11,640,899.24	\$ 10,506,174.51	\$ 1,134,724.73

	4/12/2021 Balance	4/30/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 356,710.35	\$ 126,721.19	
457 Pension Trust Restricted	\$ 86,359.92	\$ 60,872.45	
Quimby Fee - Restricted	\$ 415,919.55	\$ 175,638.90	
Multi-Bank Securities Restricted	\$ 15,421.14	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,538,368.15	\$ 4,670,334.00	
FCDP Checking	\$ 13,465.76	\$ 22,128.61	
Total	\$ 5,426,244.87	\$ 5,471,116.29	
Semi-Restricted Funds			
Assessment	\$ 639,427.42	\$ 1,021,886.08	
Capital Improvement	\$ 49,702.78	\$ 30,651.75	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 60,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF - Capital #1200	\$ 1,792,597.55	\$ 2,542,455.63	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,158,969.49	\$ 4,098,235.20	
Unrestricted Funds			
Contingency	\$ 12,216.32	\$ 76,200.94	
LAIF/Cal Trust - Contingency #1301	\$ 2,318,016.82	\$ 2,621,272.02	
General Fund Checking	\$ 257,820.17	\$ 678,399.05	
Total	\$ 2,588,053.31	\$ 3,375,872.01	
Total of all Funds	\$ 11,173,267.67	\$ 12,945,223.50	\$ (1,771,955.83)

Ventura County Pool

Investment Name	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020
Ventura County Pool	2.363%	2.259%	2.089%	2.02%	1.995%	1.887%	1.796%	1.604%	1.451%
	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021
Ventura County Pool	1.293%	1.103%	.958%	.796%	.690%	.518%	.464%	.495%	.410%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020
Local Agency Investment Fund (LAIF)	2.190%	2.150%	2.043%	1.967%	1.912%	1.787%	1.648%	1.363%	1.217%
	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021
Local Agency Investment Fund (LAIF)	.920%	.784%	.685%	.620%	.576%	.540%	.458%	.407%	.357%

Cal Trust

Investment Name	October 2019	November 2020	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020
Cal Trust	1.77%	1.56%	1.52%	1.50%	1.50%	.79%	.27%	.15%	.10%
	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021
Cal Trust	.07%	.004%	.09%	.07%	.04%	.03%	.03%	.03%	.05%

Bank Reconciliation

Board Audit

User: FSantos
 Printed: 03/31/2021 - 8:43AM
 Date Range: 03/01/2021 - 03/31/2021
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
24107	CAPRI	CAPRI: 4TH QTR ANNUAL CONT/	03/11/2021	65,728.35
24137	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: REIMBURSE	03/25/2021	4,732.30
24141	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 02/2021 NSURA	03/25/2021	171.00
Total for Department: 00 Non Departmentalized				70,631.65
Department: 03 Recreation				
0	US BANK	US BANK: CALCARD CHARGES- 5	03/11/2021	626.86
0	ELEONORA CORTINA	E.CORTINA: INSTRUCTOR FEES/ 2	03/10/2021	364.00
0	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR FEES/ 2	03/10/2021	201.50
24103	ALL GOOD DRIVING SCHOOL, INC	ALL GOOD DRIVING SCHL: INST	03/11/2021	54.60
24114	CLIFTON G. GORE JR.	C.GORE: INSTRUCTOR FEES/TAI	03/11/2021	1,037.40
24118	MUSCO SPORTS LIGHTING	MUSCO LIGHTING: SPORTS FIEL	03/11/2021	1,350.00
24121	NORTH AMERICAN YOUTH ACTIV	KIDZ LOVE SOCCER: INSTRUCTC	03/11/2021	35.00
24128	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: INSTRUCTC	03/11/2021	1,820.00
24144	HARVEY MARDYKS	MARDYKS: INSTRUCTOR FEES/TI	03/25/2021	1,215.50
24145	BRYAN MONKA	B.MONKA:INSTRUCTOR FEES/MS	03/25/2021	1,033.50
Total for Department: 03 Recreation				7,738.36
Department: 04 Parks				
0	ARAMSCO INC.	ARAMSCO: JANITORIAL SUPPLIE	03/23/2021	6,381.83
0	ARAMSCO INC.	ARAMSCO:ECO EARTH ROLL-TO'	03/25/2021	1,439.88
0	CITY OF CAMARILLO	CITY OF CAM: WATER SVC/FREEE	03/04/2021	3,221.22
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERV./152 '	03/19/2021	4,088.16
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	03/23/2021	9,982.26
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/D	03/24/2021	58.04
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/LS	03/29/2021	6,799.91
0	E.J.HARRISON AND SONS, INC.	E.J.HARRISON: 03/2021 REFUSE S'	03/25/2021	4,336.74
0	GRAINGER	GRAINGER: V BELT/LIGHTS TENP	03/10/2021	260.04
0	GRAINGER	GRAINGER: RESTROOM FAUCET/	03/23/2021	560.32
0	SOCAL GAS COMPANY	SOCAL GAS: GAS SERVICE/COMN	03/01/2021	552.28
0	SOCAL GAS COMPANY	SOCAL GAS CO: GAS SERVICE/PV	03/08/2021	3,186.52
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/FREEDOM	03/09/2021	3,299.19
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/PITT'S RAN	03/12/2021	151.88
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/CHARTER	03/18/2021	8,058.04
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/TRAILSIDE	03/23/2021	2,371.45
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/FOOTHILL	03/24/2021	27.93
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/VALLE LIN	03/31/2021	1,187.74
0	SPRINT	SPRINT: MONTHLY TELEPHONE S	03/25/2021	292.24
0	UNITED SITE SERVICES OF CA INC	UNITED SITE SVC: TEMP RR REN'	03/10/2021	113.77
0	US BANK	US BANK: CALCARD CHARGES- 5	03/11/2021	3,512.79
0	WEX BANK	WEX 76: 02/2021 FUEL PURCHASE	03/02/2021	2,361.58
0	JOHN FLETCHER	J.FLETCHER: JEANS REIMBURSEI	03/10/2021	160.00
0	MICHAEL GUERRERO	M.GUERRERO: BOOTS REIMBURS	03/10/2021	149.77
24101	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: IRRIGATION SU	03/10/2021	580.82
24105	B & B DO IT CENTER	B & B: FASTENERS & STRAPS/BEI	03/11/2021	188.91
24106	BLACK GOLD INDUSTRIES	BLACK GOLD: WASTE PETROLEU	03/11/2021	190.00
24108	CITY OF CAMARILLO	CITY OF CAM: WATER SVC/LS FRI	03/11/2021	25,479.93

Check No.	Vendor/Employee	Transaction Description	Date	Amount
24109	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: RECYCLE VAF	03/11/2021	123.99
24111	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW WATER: MONTHLY V	03/11/2021	54.00
24112	EMG HOLDINGS, LLC	EMG HOLDINGS: 45 CS OF DOG W	03/11/2021	4,837.50
24113	FERGUSON ENTERPRISES INC. #1	FERGUSON: LF HDL KIT/REPAIR I	03/11/2021	565.71
24119	NAPA AUTO PARTS	NAPA AUTO PARTS:BAT FILL	03/11/2021	1,031.32
24122	PEACH HILL SOILS INC.	PEACH HILL SOILS: SEED TOPPEI	03/11/2021	1,284.32
24123	RAIN MASTER IRRIGATION SYST.	RAIN MASTER: PERIOD 1/23-2/22/	03/11/2021	568.10
24124	SITEONE LANDSCAPE SUPPLY LL	SITEONE LANDSCAPE: SOD KNIF	03/11/2021	336.93
24125	W & S SERVICES	W&S: SEWER SERVICE/ FREEDON	03/11/2021	536.01
24130	A-G SOD FARMS OF PALMDALE	A-G SOD OF PALMDALE:8 SQ. FT	03/25/2021	4,796.74
24132	AMERICAN PLASTICS CORP.	AMERICAN PLASTICS: DIVIDERS	03/25/2021	294.94
24133	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: 0	03/25/2021	947.39
24134	ASTRA INDUSTRIAL SERVICES IN	ASTRA INDUSTRIAL SVCS:IRRIG,	03/25/2021	398.11
24135	B & B DO IT CENTER	B&B: ZIPTIES/PICKLEBALL SIGN	03/25/2021	160.90
24136	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/ENC	03/25/2021	6,592.50
24138	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: MONTHLY REI	03/25/2021	432.22
24139	FENCE FACTORY RENTALS	FENCE FACTORY: GATE HINGES/A	03/25/2021	122.90
24140	FERGUSON ENTERPRISES INC. #1	FERGUSON: FAUCET/PICNIC SHE	03/25/2021	222.26
24141	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 02/2021 NSURA	03/25/2021	-6.77
24143	KASTLE KARE	KASTLE KARE: RAT STATIONS/LP	03/25/2021	100.00
24148	SITEONE LANDSCAPE SUPPLY LL	SITE ONE: LESCO 2 CYCLE OIL/SI	03/25/2021	1,061.35
24149	STOVER SEED COMPANY	STOVER SEED CO: KIKUYU & SP	03/25/2021	7,228.65
24150	TURF STAR INC.	TURF STAR: BLADE KIT,SPACE R	03/25/2021	321.36
24152	AGRI-TURF DISTRIBUTING LLC	AGRI-TURF: 90- HYDRO PRILL YA	03/25/2021	2,187.26
24153	B & B DO IT CENTER	B&B DO-IT CTR: GRASS SEED & 1	03/25/2021	228.91
24154	RONDA WERNER	THE FINISH LINE: SHIRTS & HATS	03/25/2021	1,925.92
Total for Department: 04 Parks				125,345.76
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: 02/2021 LI	03/25/2021	3,810.00
0	CULLIGAN OF SYLMAR	CULLIGAN WATER: 02/2021 BOTT	03/10/2021	49.50
0	DIGITAL DEPLOYMENT	DIGITAL DEPLOYMENT/STREAM	03/19/2021	300.00
0	US BANK	US BANK: CALCARD CHARGES- 5	03/11/2021	2,628.02
24102	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: TELEPH	03/11/2021	3,021.20
24104	ALLCONNECTED, INC.	ALLCONNECTED: 03/2021 COMP.	03/11/2021	1,174.00
24110	COUNTY OF VENTURA- ELECTIO	COUNTY OF VENTURA: ELECTIO	03/11/2021	33,035.83
24115	BRENT IVES	B.IVES/BHI MGMT: STRATEGIC PI	03/11/2021	2,000.00
24116	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES FOR	03/11/2021	113.44
24117	KONICA MINOLTA	KONICA MINOLTA: BIZHUB C558	03/11/2021	427.21
24131	ALLCONNECTED, INC.	ALL CONNECTED: AGREEMENT C	03/25/2021	1,500.00
24142	J. THAYER COMPANY	J THAYER: STAPLER FOR ADMIN	03/25/2021	29.71
24146	MOSS,LEVY & HARTZHEIM	MOSS,LEVY & HARTZHEIM: AUD	03/25/2021	1,660.00
24147	QUADIENT LEASING USA, INC.	QUADIENT LEASING: POSTAGE M	03/25/2021	258.44
Total for Department: 05 Administration				50,007.35
Total for Fund:10 General Fund				253,723.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
24120	NATURAL GREEN LANDSACAPES	NATURAL GREEN: 02/2021 LANDS	03/11/2021	15,698.41
24126	WEST COAST ARBORISTS INC.	WCA: TREE & STUMP REMOVAL/A	03/11/2021	18,119.50
24155	WEST COAST ARBORISTS INC.	WCA: TREE PRUNING,STUMP REM	03/25/2021	7,424.50
Total for Department: 00 Non Departmentalized				41,242.41
Total for Fund:20 Assessment Fund				41,242.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CALCARD CHARGES- 9	03/11/2021	246.08
24127	WITHERS & SANDGREN, LTD.	WITHERS&SANDGREN: ARCHI S	03/11/2021	21,493.75
24151	WITHERS & SANDGREN, LTD.	WITHERS & SANGREN: DESIGN I	03/25/2021	11,165.00
Total for Department: 00				32,904.83
Total for Fund:30 Park Dedication Fund				32,904.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		327,870.36

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

TO: BOARD OF DIRECTORS

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

DATE: May 5, 2021

SUBJECT: FINANCE REPORT MARCH 2021

RECOMMENDATION

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

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH MARCH 31, 2021

The District's Statements of Revenues and Expenditures for the period of July 1, 2020 through March 31, 2021 with a year-to-date comparison for the period of July 1, 2019 through March 31, 2020 are attached. The percentage rate used for the 2020-2021 fiscal year budget is 75% for Period 9 of the fiscal year.

REVENUES

Total revenue for the 9th month ending March 31, 2021 for Fund 10 (General Fund) has an overall decrease of \$304,415 in comparison to fiscal year 2019-2020. The variance from prior year reflects the same accounts as last month and is made up of two major decreases in 1) Public Fees (\$185,966) and 2) Rental (\$166,849).

Total revenue for the 9th month ending March 31, 2021 for Fund 20 (Assessment District) is at 58.6% of budget.

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

EXPENDITURES

Personnel Expenditures have decreased by \$169,447 for fiscal year 2020-2021 in comparison to personnel expenses for the same time last year. The variance is primarily due to decreases in Part-Time Salaries (\$267,205) and an increase in Employee Insurance (\$97,157) along with variances in other accounts. The increases in Employee Insurance will show as a significant increase for the remainder of the fiscal year due to the retroactive pay the SEIU employees received in November 2020 and may be mentioned numerous times between now and June 2021 as one of the major variances in personnel between FY19-20 and FY20-21.

Services and Supplies Expenditures for Fund 10 have decreased \$599,665 in comparison to the same time as last year. The primary accounts showing a decrease in comparison to last fiscal year are 1) Hill Fire (\$368,974) and 2) Reserve Bucket-Repair/Operations/Administration (\$130,000), Instructor Services (\$59,786) and Legal Services (\$42,443).

Fund 20 is at 75.08% in Personnel and 83.45% in Service and Supplies. Services and Supplies are above the marker by 8.45% for the 9th month of the fiscal year, primarily due to the COP Debt Service Payment being paid in full.

Fund 30 had minimal activity for March 2021.

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

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 5.5% and over the approved budget for Fund 20 by 8.45%.

RECOMMENDATION

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

ATTACHMENTS

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

General Ledger
Fund 10 General Fund
March 2021 75%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110-5240	\$ (14,009.76)	\$ (3,850,785.70)	\$ (4,084,030.85)	\$ (6,481,869.00)	\$ (2,397,838.15)	63.01%
Interest Earnings	5310	\$ (31.70)	\$ (57,506.00)	\$ (17,846.57)	\$ (20,635.00)	\$ (2,788.43)	86.49%
Hill Fire 2018	5465	\$ -	\$ (156,693.01)	\$ (219,884.01)	\$ (219,884.00)	\$ -	0.01 100.00%
Park Patrol Citations	5506	\$ -	\$ (3,738.95)	\$ (1,100.00)	\$ (1,900.00)	\$ (800.00)	57.89%
Contract Classes-Public Fees	5510	\$ (12,029.80)	\$ (138,663.55)	\$ (51,648.85)	\$ (41,698.00)	\$ 9,950.85	123.86%
Public Fees	5511	\$ (10,265.90)	\$ (221,347.35)	\$ (35,381.25)	\$ (20,000.00)	\$ 15,381.25	176.91%
Public Fees-Entry Fees	5520	\$ -	\$ (27,797.76)	\$ (2,019.00)	\$ (2,000.00)	\$ 19.00	100.95%
Vending Concessions	5525	\$ -	\$ (2,525.50)	\$ -	\$ -	\$ -	0.00%
Rental	5530	\$ (26,635.25)	\$ (304,606.96)	\$ (137,757.87)	\$ (100,900.00)	\$ 36,857.87	136.53%
Cell Tower Revenue	5535	\$ (8,136.70)	\$ (75,760.48)	\$ (73,096.75)	\$ (91,704.00)	\$ (18,607.25)	79.71%
Parking Fees	5540	\$ (747.33)	\$ (9,171.40)	\$ (4,891.11)	\$ (6,261.00)	\$ (1,369.89)	78.12%
Dues	5550	\$ -	\$ 50.00	\$ -	\$ -	\$ -	0.00%
Activity Guide Revenue	5555	\$ -	\$ (23,460.00)	\$ (850.00)	\$ -	\$ 850.00	0.00%
Sponsorships/Donations	5558	\$ (665.00)	\$ (4,700.00)	\$ (2,565.00)	\$ -	\$ 2,565.00	0.00%
Staffing Cost Recovery	5563	\$ (546.00)	\$ (15,466.06)	\$ (19,472.00)	\$ (7,500.00)	\$ 11,972.00	259.63%
Special Event Permits	5564	\$ (100.00)	\$ (303.00)	\$ (600.00)	\$ -	\$ 600.00	0.00%
Security Services Recovery	5566	\$ -	\$ (2,250.00)	\$ -	\$ -	\$ -	0.00%
Contributions	5570	\$ -	\$ (94,777.00)	\$ (35,000.00)	\$ (36,000.00)	\$ (1,000.00)	97.22%
Grants	5573	\$ -	\$ (24.65)	\$ -	\$ -	\$ -	0.00%
Other Misc Revenue	5575	\$ (2,191.60)	\$ (58,173.52)	\$ (53,307.21)	\$ (20,082.00)	\$ 33,225.21	265.45%
Credit Card Processing Fee	5576	\$ (39.53)	\$ (696.03)	\$ (92.89)	\$ -	\$ 92.89	0.00%
Cash Over/Under	5580	\$ (4.00)	\$ (110.00)	\$ (92.00)	\$ -	\$ 92.00	0.00%
Incentive Income	5585	\$ (234.06)	\$ (2,171.98)	\$ (582.08)	\$ (800.00)	\$ (217.92)	72.76%
Reimbursement - ROPS	5600	\$ -	\$ (309,187.20)	\$ (373,105.94)	\$ (313,000.00)	\$ 60,105.94	119.20%
Reimb-Needs Assessment/LPA	5605	\$ -	\$ (75,482.17)	\$ (17,610.38)	\$ -	\$ 17,610.38	0.00%
Revenue		\$ (75,636.63)	\$ (5,435,348.27)	\$ (5,130,933.76)	\$ (7,364,233.00)	\$ (2,233,299.24)	69.67%
YTD Comparison				\$ 304,414.51			
Expense							
Full Time Salaries	6100	\$ 174,058.95	\$ 1,660,076.75	\$ 1,637,791.49	\$ 2,331,694.00	\$ 693,902.51	70.24%
Overtime Salaries	6101	\$ 683.66	\$ 21,916.15	\$ 7,730.50	\$ 15,490.00	\$ 7,759.50	49.91%
Car Allowance	6105	\$ 830.74	\$ 7,892.03	\$ 7,892.03	\$ 10,800.00	\$ 2,907.97	73.07%
Cell Phone Allowance	6108	\$ 1,121.44	\$ 11,710.00	\$ 10,150.07	\$ 14,610.00	\$ 4,459.93	69.47%
Part-Time Salaries	6110	\$ 11,996.24	\$ 380,537.21	\$ 113,332.05	\$ 232,516.00	\$ 119,183.95	48.74%
Retirement	6120	\$ 29,572.93	\$ 275,335.52	\$ 282,795.40	\$ 404,671.00	\$ 121,875.60	69.88%
457 Pension	6121	\$ 174.34	\$ 6,522.00	\$ 6,783.51	\$ 7,445.00	\$ 661.49	91.11%
Deferred Compensation	6125	\$ 354.92	\$ -	\$ 3,371.74	\$ 4,615.00	\$ 1,243.26	73.06%
Employee Insurance	6130	\$ 23,557.36	\$ 160,524.38	\$ 257,681.65	\$ 303,622.00	\$ 45,940.35	84.87%
Workers Compensation	6140	\$ 10,058.03	\$ 79,684.81	\$ 64,950.02	\$ 141,014.00	\$ 76,063.98	46.06%
Unemployment Insurance	6150	\$ 6,784.00	\$ 633.00	\$ 16,340.00	\$ 53,400.00	\$ 37,060.00	30.60%
Loan - Pension Obligation	6160	\$ 21,395.17	\$ 250,736.70	\$ 192,556.53	\$ 256,742.00	\$ 64,185.47	75.00%
PERS Unfunded Liability	6170	\$ -	\$ 349,318.00	\$ 434,065.00	\$ 434,065.00	\$ -	100.00%
Personnel		\$ 280,587.78	\$ 3,204,886.55	\$ 3,035,439.99	\$ 4,210,684.00	\$ 1,175,244.01	72.09%
YTD Comparison				\$ (169,446.56)			
Services and Supplies							
Telephone/Internet	6210	\$ 1,803.29	\$ 12,493.79	\$ 15,339.11	\$ 16,596.00	\$ 1,256.89	92.43%
Internet Services	6220	\$ 2,614.00	\$ 28,599.36	\$ 14,436.00	\$ 27,135.00	\$ 12,699.00	53.20%
IT Infrastructure	6230	\$ 109.34	\$ 1,013.62	\$ 511.32	\$ 2,000.00	\$ 1,488.68	25.57%
Computer Hardware/Software	6240	\$ 611.74	\$ 10,563.96	\$ 7,271.27	\$ 10,040.00	\$ 2,768.73	72.42%
Pool Chemicals	6310	\$ -	\$ 2,597.49	\$ 1,448.73	\$ 7,250.00	\$ 5,801.27	19.98%
Janitorial Supplies	6320	\$ 4,228.79	\$ 34,322.75	\$ 18,482.88	\$ 52,400.00	\$ 33,917.12	35.27%
COVID - Supplies	6321	\$ 3,633.66	\$ 1,936.08	\$ 7,611.35	\$ 5,100.00	\$ (2,511.35)	149.24%
Kitchen Supplies	6330	\$ -	\$ 352.26	\$ -	\$ -	\$ -	0.00%
Food Supplies	6340	\$ -	\$ 2,623.88	\$ -	\$ -	\$ -	0.00%
Water Maint & Service	6350	\$ 195.00	\$ 712.37	\$ 700.75	\$ 1,239.00	\$ 538.25	56.56%
Laundry/Wash Service	6360	\$ -	\$ 181.00	\$ 178.00	\$ 480.00	\$ 302.00	37.08%
Medical Supplies	6380	\$ -	\$ 21.98	\$ -	\$ -	\$ -	0.00%
Insurance Liability	6410	\$ -	\$ 142,201.00	\$ 208,084.00	\$ 209,311.00	\$ 1,227.00	99.41%
Fuel	6510	\$ 5,192.71	\$ 32,586.64	\$ 32,868.13	\$ 50,400.00	\$ 17,531.87	65.21%
Vehicle Maintenance	6520	\$ 969.88	\$ 17,471.15	\$ 17,558.48	\$ 34,400.00	\$ 16,841.52	51.04%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ 116.89	\$ -	\$ (116.89)	0.00%
Building Repair	6610	\$ 8,930.63	\$ 60,948.37	\$ 27,675.91	\$ 83,000.00	\$ 55,324.09	33.34%
HVAC	6620	\$ 1,317.55	\$ 1,109.61	\$ 3,699.69	\$ 8,820.00	\$ 5,120.31	41.95%
Playground Maintenance	6630	\$ 472.82	\$ 21,333.27	\$ 3,443.80	\$ 40,000.00	\$ 36,556.20	8.61%
Hill Fire 2018	6640	\$ -	\$ 368,974.05	\$ -	\$ -	\$ -	0.00%
Grounds Maintenance	6710	\$ 14,056.61	\$ 61,104.89	\$ 61,771.96	\$ 86,220.00	\$ 24,448.04	71.64%
Tree Care	6719	\$ 4,800.00	\$ 27,972.00	\$ 22,819.88	\$ 30,000.00	\$ 7,180.12	76.07%
Park Signage (Branding)	6725	\$ -	\$ 6,895.75	\$ -	\$ -	\$ -	0.00%
Contracted Pest Control	6730	\$ 100.00	\$ 820.00	\$ 760.00	\$ 3,000.00	\$ 2,240.00	25.33%
Rubbish & Refuse	6740	\$ 4,336.74	\$ 52,274.55	\$ 52,017.21	\$ 77,006.00	\$ 24,988.79	67.55%
Vandalism/Theft	6750	\$ -	\$ -	\$ 265.91	\$ 500.00	\$ 234.09	53.18%
Memberships	6810	\$ 465.00	\$ 12,995.26	\$ 12,370.00	\$ 13,696.00	\$ 1,326.00	90.32%
Office Supplies	6910	\$ 1,453.55	\$ 14,642.13	\$ 5,211.29	\$ 15,885.00	\$ 10,673.71	32.81%
Postage Expense	6920	\$ -	\$ 11,981.33	\$ 1,037.65	\$ 2,250.00	\$ 1,212.35	46.12%
Advertising Expense	6930	\$ -	\$ 2,865.90	\$ 900.00	\$ 6,240.00	\$ 5,340.00	14.42%
Printing Charges	6940	\$ -	\$ 10,032.01	\$ 5,287.09	\$ 13,338.00	\$ 8,050.91	39.64%
ActiveNet Charges	6950	\$ 820.12	\$ 39,467.02	\$ 10,711.61	\$ 52,542.00	\$ 41,830.39	20.39%
Approp Redev/Collection Fees	6960	\$ -	\$ 239,173.17	\$ 255,697.19	\$ 481,576.00	\$ 225,878.81	53.10%
Minor Furn Fixture & Equip	6980	\$ 258.44	\$ 1,122.61	\$ 1,121.45	\$ 1,134.00	\$ 12.55	98.89%
Comp Hardware/Software Exp	6990	\$ -	\$ 119.92	\$ -	\$ -	\$ -	0.00%
Fingerprint Fees (HR)	7010	\$ -	\$ 1,241.00	\$ -	\$ 2,060.00	\$ 2,060.00	0.00%
Fire & Safety Insp Fees	7020	\$ -	\$ 3,311.95	\$ 2,239.93	\$ 2,975.00	\$ 735.07	75.29%

General Ledger
Fund 10 General Fund
March 2021 75%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Permit & Licensing Fees	7030	\$ 471.23	\$ 2,574.87	\$ 1,740.26	\$ 3,650.00	\$ 1,909.74	47.68%
State License Fee	7040	\$ -	\$ 852.50	\$ 657.50	\$ 800.00	\$ 142.50	82.19%
Professional Services	7100	\$ -	\$ 3,384.13	\$ 7,000.00	\$ 7,000.00	\$ -	100.00%
Legal Services	7110	\$ -	\$ 71,713.94	\$ 29,270.06	\$ 90,000.00	\$ 60,729.94	32.52%
Typeset and Print Services	7115	\$ -	\$ 27,804.57	\$ -	\$ -	\$ -	0.00%
Instructor Services	7120	\$ 5,104.55	\$ 84,353.42	\$ 24,567.25	\$ 57,138.00	\$ 32,570.75	43.00%
PERS Admin Fees	7125	\$ -	\$ 1,775.73	\$ 1,130.80	\$ 2,110.00	\$ 979.20	53.59%
Audit Services	7130	\$ -	\$ 7,260.00	\$ 11,760.00	\$ 20,175.00	\$ 8,415.00	58.29%
Medical & Health Svcs (HR)	7140	\$ -	\$ 4,252.50	\$ 400.00	\$ 4,000.00	\$ 3,600.00	10.00%
Security Services	7150	\$ -	\$ 1,248.55	\$ 2,257.50	\$ 3,200.00	\$ 942.50	70.55%
Entertainment Services	7160	\$ -	\$ 420.00	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Business Services	7180	\$ 32,686.90	\$ 48,506.71	\$ 75,214.87	\$ 88,614.00	\$ 13,399.13	84.88%
Umpire/Referee Services	7190	\$ -	\$ 919.00	\$ -	\$ -	\$ -	0.00%
Subscriptions	7210	\$ 9.99	\$ 1,581.07	\$ 1,264.00	\$ 3,524.00	\$ 2,260.00	35.87%
Rents & Leases - Equip	7310	\$ 75.94	\$ 14,040.80	\$ 2,322.18	\$ 11,200.00	\$ 8,877.82	20.73%
Bldg/Field Leases & Rental	7320	\$ (60.00)	\$ 60.00	\$ (60.00)	\$ -	\$ 60.00	0.00%
Event Supplies	7410	\$ -	\$ 986.39	\$ -	\$ 780.00	\$ 780.00	0.00%
Supplies	7420	\$ 1,270.00	\$ 9,982.86	\$ 1,295.71	\$ -	\$ (1,295.71)	0.00%
Bingo Supplies	7430	\$ -	\$ 5,748.58	\$ -	\$ 600.00	\$ 600.00	0.00%
Sporting Goods	7440	\$ -	\$ 4,035.01	\$ 207.91	\$ 1,000.00	\$ 792.09	20.79%
Arts and Craft Supplies	7450	\$ -	\$ 47.24	\$ -	\$ -	\$ -	0.00%
Training Supplies	7460	\$ -	\$ 764.36	\$ 499.71	\$ 1,600.00	\$ 1,100.29	31.23%
Small Tools	7500	\$ 376.03	\$ 2,828.21	\$ 3,178.73	\$ 5,000.00	\$ 1,821.27	63.57%
Safety Supplies	7510	\$ -	\$ 3,417.63	\$ 853.51	\$ 1,260.00	\$ 406.49	67.74%
Uniform Allowance	7610	\$ 2,079.08	\$ 6,952.40	\$ 3,914.60	\$ 3,250.00	\$ (664.60)	120.45%
Safety Clothing	7620	\$ 137.91	\$ 1,287.11	\$ 1,062.63	\$ 4,544.00	\$ 3,481.37	23.39%
Conference&Seminar Staff	7710	\$ 1,314.65	\$ 18,133.57	\$ 3,758.33	\$ 7,564.00	\$ 3,805.67	49.69%
Conference&Seminar Board	7715	\$ -	\$ 545.00	\$ -	\$ 2,575.00	\$ 2,575.00	0.00%
Conference&Seminar Travel Exp	7720	\$ -	\$ 6,045.56	\$ -	\$ 2,071.00	\$ 2,071.00	0.00%
Out of Town Travel Board	7725	\$ -	\$ 846.72	\$ -	\$ 3,231.00	\$ 3,231.00	0.00%
Private Vehicle Mileage	7730	\$ (13.34)	\$ 1,101.70	\$ 123.00	\$ 1,684.00	\$ 1,561.00	7.30%
Buses/Excursions	7750	\$ -	\$ 4,336.94	\$ -	\$ -	\$ -	0.00%
Tuition/Book Reimbursement	7760	\$ -	\$ 1,268.75	\$ -	\$ -	\$ -	0.00%
Utilities - Gas	7810	\$ 3,088.23	\$ 18,121.11	\$ 19,198.68	\$ 29,715.00	\$ 10,516.32	64.61%
Utilities - Water	7820	\$ 17,651.46	\$ 508,292.24	\$ 601,426.23	\$ 865,373.00	\$ 263,946.77	69.50%
Utilities - Electric	7830	\$ 898.60	\$ 129,303.80	\$ 93,651.40	\$ 170,000.00	\$ 76,348.60	55.09%
Airport Assessment Exp	7840	\$ -	\$ 14,235.00	\$ 842.00	\$ 14,000.00	\$ 13,158.00	6.01%
Awards and Certificates	7910	\$ 8.04	\$ 10,986.67	\$ 861.19	\$ 2,610.00	\$ 1,748.81	33.00%
Meals for Staff Training	7920	\$ -	\$ 1,636.89	\$ 910.51	\$ 3,560.00	\$ 2,649.49	25.58%
Employee Morale	7930	\$ 144.24	\$ 1,170.72	\$ 144.24	\$ -	\$ (144.24)	0.00%
COP Debt - PV Fields	7950	\$ -	\$ 235,560.00	\$ 229,759.38	\$ 229,760.00	\$ 0.62	100.00%
Reserve Vehicle Fleet	7970	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	0.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Dry Period	7973	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 30,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	100.00%
Admin Fee/CC Refund 2020	8112	\$ -	\$ 57,714.29	\$ 11,644.34	\$ 12,000.00	\$ 355.66	97.04%
Services and Supplies		\$ 121,613.38	\$ 2,677,158.66	\$ 2,077,494.00	\$ 3,146,181.00	\$ 1,068,687.00	66.03%
YTD Comparison				\$ (599,664.66)			
Capital							
Equip/Facility Replacement	8420	\$ -	\$ -	\$ 269.42	\$ 30,000.00	\$ 29,730.58	0.90%
Sr/Community Rec Facility	8422	\$ -	\$ 7,270.00	\$ -	\$ -	\$ -	0.00%
Mtr Enclosur-Encnt,Fhill,Adolf	8456	\$ -	\$ 7,872.15	\$ -	\$ -	\$ -	0.00%
Pitts Ranch Park Pavilion	8458	\$ -	\$ 29,256.49	\$ -	\$ -	\$ -	0.00%
LPA Architects-CC/Gym/Sr Ctr	8463	\$ -	\$ 19,690.15	\$ -	\$ -	\$ -	0.00%
Amell Ranch Park Renovation	8464	\$ -	\$ 30,779.13	\$ -	\$ -	\$ -	0.00%
Lamps/Pole Replacement at M.O.	8465	\$ -	\$ 12,482.69	\$ -	\$ -	\$ -	0.00%
L.E.D. Light SpringvilleTennis	8466	\$ -	\$ 16,845.63	\$ -	\$ -	\$ -	0.00%
Charter Oaks Irrigation-Trees	8467	\$ -	\$ 3,334.58	\$ -	\$ -	\$ -	0.00%
Community Center Marquee	8468	\$ -	\$ -	\$ 3,997.52	\$ 8,552.39	\$ 4,554.87	46.74%
PVAC Pool Heater	8470	\$ -	\$ 23,930.00	\$ -	\$ -	\$ -	0.00%
Cam Grove Play Equipment	8471	\$ -	\$ 33,270.80	\$ -	\$ -	\$ -	0.00%
Freedom Park ParkingLot&Skyway	8472	\$ -	\$ 239,671.66	\$ -	\$ -	\$ -	0.00%
P.V. Fields Painting II	8473	\$ -	\$ 13,690.00	\$ -	\$ -	\$ -	0.00%
Switches and Servers	8474	\$ -	\$ -	\$ 29,642.96	\$ 30,772.00	\$ 1,129.04	96.33%
Turf Grinder	8475	\$ -	\$ -	\$ 14,366.14	\$ 15,000.00	\$ 633.86	95.77%
Pitts Ranch BB Crt Repaint	8476	\$ -	\$ -	\$ 7,950.00	\$ 8,000.00	\$ 50.00	99.38%
PV Fields Painting West End	8477	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Infatable System	8479	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
HVAC Administration Bldg	8481	\$ -	\$ -	\$ 13,200.00	\$ 14,520.00	\$ 1,320.00	90.91%
HVAC for Room #6	8482	\$ -	\$ -	\$ -	\$ 11,965.00	\$ 11,965.00	0.00%
Capital		\$ -	\$ 438,093.28	\$ 69,426.04	\$ 139,309.39	\$ 69,883.35	49.84%
TOTAL EXPENSE		\$ 402,201.16	\$ 5,882,045.21	\$ 5,112,933.99	\$ 7,356,865.00	\$ 2,243,931.01	69.50%
YTD COMPARISON				\$ (769,111.22)			

General Ledger
Fund 20 Assessment District Fund
March 2021 75%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (24.05)	\$ (1,024.76)	\$ (198.38)	\$ (500.00)	(301.62)	39.68%
Assessment Revenue	5500	\$ -	\$ (664,743.10)	\$ (693,981.11)	\$ (1,184,957.00)	(490,975.89)	58.57%
Revenue		\$ 24.05	\$ 665,767.86	\$ 694,179.49	\$ 1,185,457.00	\$ 491,277.51	58.56%
YTD Comparison				\$ 28,411.63			
Expense							
Full Time Salaries	6100	\$ 1,493.92	\$ 15,071.51	\$ 12,725.20	\$ 18,262.00	5,536.80	69.68%
Retirement	6120	\$ 248.15	\$ 2,756.53	\$ 2,227.25	\$ 3,130.00	902.75	71.16%
Employee Insurance	6130	\$ 289.58	\$ 2,199.29	\$ 3,822.99	\$ 3,606.00	(216.99)	106.02%
Workers Compensation	6140	\$ 145.50	\$ 1,509.16	\$ 1,309.87	\$ 1,753.00	443.13	74.72%
Personnel		\$ 2,177.15	\$ 21,536.49	\$ 20,085.31	\$ 26,751.00	\$ 6,665.69	75.08%
YTD Comparison				\$ (1,451.18)			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 18,414.72	\$ 18,620.01	\$ 34,256.00	15,635.99	54.36%
Tree Care	6719	\$ 6,537.00	\$ 39,128.00	\$ 39,975.00	\$ 67,500.00	27,525.00	59.22%
Contracted LS Services	6720	\$ 37,993.21	\$ 325,940.64	\$ 374,651.45	\$ 505,036.00	130,384.55	74.18%
Park Amenities - Assess	6722	\$ 2,890.06	\$ 13,841.82	\$ 3,819.18	\$ 17,500.00	13,680.82	21.82%
ActiveNet Charges	6950	\$ -	\$ -	\$ -	\$ 60.00	60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,614.95	\$ 1,678.82	\$ 3,000.00	1,321.18	55.96%
COP Debt - PV Fields	7950	\$ -	\$ 394,170.00	\$ 525,559.21	\$ 525,560.00	0.79	100.00%
Expense		\$ 47,420.27	\$ 793,110.13	\$ 964,303.67	\$ 1,152,912.00	\$ 188,608.33	83.45%
YTD Comparison				\$ 171,193.54			
TOTAL EXPENSE		\$ 49,597.42	\$ 814,646.62	\$ 984,388.98	\$ 1,179,663.00	\$ 195,274.02	83.45%
YTD COMPARISON				\$ 169,742.36			

General Ledger
Fund 30 Quimby Fee Fund
March 2021 75%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (22.76)	\$ (68,961.34)	\$ (23,808.18)	\$ (38,800.00)	\$ (14,991.82)	61.36%
MBS Interest Earnings	5320	\$ -	\$ (9,670.14)	\$ (7,320.00)	\$ -	\$ 7,320.00	0.00%
Park Dedication Fees	5400	\$ -	\$ (1,356,700.46)	\$ -	\$ -	\$ -	0.00%
Revenue		\$ 22.76	\$ 1,435,331.94	\$ 31,128.18	\$ 38,800.00	\$ 7,671.82	80.23%
Expense							
Advertising Expense	6930	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
ActiveNet Charges	6950	\$ -	\$ 107.00	\$ 12.00	\$ -	\$ (12.00)	0.00%
Services and Supplies		\$ -	\$ 107.00	\$ 12.00	\$ -	\$ (12.00)	0.00%
Capital							
Valle Lindo Restroom/Pavilion	8444	\$ -	\$ 342,636.96	\$ -	\$ -	\$ -	0.00%
Freedom Baseball Fields	8459	\$ -	\$ 41,232.23	\$ -	\$ -	\$ -	0.00%
Mel Vincent Park Restrooms	8460	\$ -	\$ 58,363.15	\$ -	\$ -	\$ -	0.00%
Arnell Ranch Park Renovation	8464	\$ 15,562.75	\$ -	\$ 78,591.50	\$ 1,100,000.00	\$ 1,021,408.50	7.14%
PVAC Restroom & Shower	8469	\$ -	\$ 211,531.35	\$ 35,249.13	\$ 84,401.39	\$ 49,152.26	41.76%
Fertilizer Injector System	8478	\$ 340.97	\$ -	\$ 50,788.90	\$ 60,000.00	\$ 9,211.10	84.65%
Community Center Kitchen	8480	\$ -	\$ -	\$ 16,031.57	\$ 250,000.00	\$ 233,968.43	6.41%
Capital		\$ 15,903.72	\$ 653,763.69	\$ 180,661.10	\$ 1,494,401.39	\$ 1,313,740.29	12.09%

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,629,089.75	\$ 621,399.95	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ 1,100,000.00	Comstock/Elacora Mission Oaks		\$ 268,479.24	\$ 2,380,729.76	8/8/2021
8/10/2016	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/2018	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/2018	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/2019	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/2019	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/2019	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
Total	\$ 7,311,114.95	\$ 4,700,589.70			\$ 2,982,320.82	\$ 4,567,677.14	

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

TO: BOARD OF DIRECTORS

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

DATE: May 5, 2021

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 671, DECLARING INTENTION TO LEVY ASSESSMENTS FOR FY 2021-2022, PRELIMINARILY APPROVING THE ENGINEER'S REPORT, AND AUTHORIZING THE ISSUANCE OF A NOTICE FOR THE PUBLIC HEARING FOR THE PROPOSED FY 2021-2022 ASSESSMENTS FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT

SUMMARY

Every fiscal year staff brings a staff report and resolution requesting the Board to adopt a resolution to declare the intention to levy an assessment for the fiscal year and for preliminary approval of the engineer's report created by SCI Consulting Group, along with providing notice of a public hearing for the Park Maintenance and Recreation Improvement District for Pleasant Valley Recreation and Park District.

BACKGROUND

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 in the year 2001 within the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement Assessment District (Resolution No. 356).

On February 4, 2021, the Board adopted Resolution No. 665, directing the preparation of an Engineer's Report for the District, and initiating the procedures for the continuation of the Assessment District for FY 2021-2022. The next step in levying assessments for the upcoming fiscal year is the adoption of a Resolution of Intent to Levy the Assessments for FY 2021-2022 and setting the place and time for a Public Hearing to consider the assessments.

ANALYSIS

To continue to levy the assessments, the Board, on February 4, 2021, directed SCI Consulting Group to prepare an Engineer's Report for FY 2021-2022. This Engineer's Report, which includes the proposed budget for the assessments for FY 2021-2022 and the updated proposed assessments for each parcel in the District, was completed, but will not be filed with the District's attorney this year as the report only needs to be filed when there are significant changes, and there are no significant changes for this report.

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 Engineer's Report contains a proposed assessment rate adjustment of 2.25% for FY 2021-2022. The proposed 2.25% increase was attained through the CPI as of Dec 31, 2020, which was at 1.45%. The additional 0.80% was pulled from the "Unused CPI" Bank, to equal the 2.25% increase. The Unused CPI Bank is a bank made up of any CPI throughout past years that exceed 3.0%. For example, if the CPI were 3.2%, the Assessment can only increase 3.0%, therefore the 0.2% would be "banked" for future use. By drawing down on the Unused CPI Bank the balance is now 0.00%. The increase will reflect a \$43.52 per single-family equivalent benefit unit assessment.

Pending Board approval, a public hearing for the continuation of the assessments will be scheduled for June 2, 2021 at the hour of 6:00 p.m. Notification of the hearing will be given by publishing a notice, at least ten (10) days prior to the date of the hearing specified, in a newspaper circulated in the District. After the public hearing, the Board can, by resolution, levy the assessments for FY 2021-2022.

FISCAL IMPACT

There is no fiscal impact associated with this action.

Preliminary approval of the Engineer's Report and establishment of the hearing date allows for the development of the proposed budget and assessment rate. This information can then be released to District residents for comment at the June 2, 2021 hearing date.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 671, accepting the Engineer's Report including the proposed assessment rate and schedule the public hearing for June 2, 2021.

ATTACHMENT

- 1) Resolution No. 671 (3 pages)
- 2) Preliminary Engineer's Report for FY 2021-2022 (39 pages)
- 3) Assessment Summary (1 page)

RESOLUTION NO. 671

**A RESOLUTION DECLARING INTENTION TO CONTINUE
LEVYING ASSESSMENTS FOR FISCAL YEAR 2021-22,
PRELIMINARILY APPROVING THE ENGINEER'S REPORT,
AND AUTHORIZING THE ISSUANCE OF A NOTICE FOR THE PUBLIC HEARING
FOR THE PROPOSED FY 2021-22 ASSESSMENTS FOR THE
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT
FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**

WHEREAS, on April 4th, 2001, by its Resolution No. 356, after receiving a weighted majority of 58.7% of ballots in support of the proposed assessment, which included an annual adjustment as described below under Section 5 hereof (the "Authorized Assessment"), the Board of Directors of the Pleasant Valley Recreation and Park District (the "Board") ordered the formation of and levied the first assessment within the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement Assessment District (the "District") pursuant to the provisions of Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, by Resolution No. 665, the Board ordered the preparation of an Engineer's Report for the District for fiscal year 2021-22; and

WHEREAS, pursuant to said Resolution, the Engineer's Report was prepared by SCI Consulting Group, Engineer of Work, in accordance with 22623, *et. seq.*, of the Streets and Highways Code (the "Report") and Article XIID of the California Constitution; and

WHEREAS, said Engineer's Report was filed with the Clerk of the Board of Directors and the Board of Directors has reviewed the Report and wishes to take certain actions relative to said Report.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The Report for the "PARK MAINTENANCE AND RECREATION IMPROVEMENT ASSESSMENT DISTRICT", on file with the Clerk of the Board, has been duly considered by the Board of Directors and is hereby deemed sufficient and approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under, and pursuant to, the foregoing resolution.

SECTION 2. It is the intention of this Board to continue to levy and collect assessments within the Assessment District for fiscal year 2021-22. Within the District, the work and improvements (the "Improvements") proposed to be undertaken by the District, are generally described as installation, maintenance and servicing of public facilities, including but not limited to, playing fields, playground equipment, hard court surfaces, irrigation and sprinkler systems, landscaping, turf and track facilities, gymnasiums, swimming pools, landscaping, sprinkler

systems, park grounds, park facilities, landscape corridors, and trails, as applicable, for property owned or maintained by the Pleasant Valley Recreation and Park District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other Improvement.

SECTION 3. The District consists of the lots and parcels shown on the boundary map of the District on file with the Clerk of the Board, and reference is hereby made to such map for further particulars.

SECTION 4. Reference is hereby made to the Engineer's Report for a full and detailed description of the Improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report identifies all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.

SECTION 5. The Authorized Assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the Los Angeles Area, as published by United States Department of Labor, Bureau of Labor Statistics, 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 2019 to December 2020 was 1.45% and the Unused CPI balance is 0.80%. Therefore, the maximum authorized assessment rate for fiscal year 2021-22 is increased by 2.25% which equates to \$43.52 per single family equivalent benefit unit. Single family equivalent values for different property types, such as commercial and industrial land uses are described in the Engineer's Report. The estimate of cost and budget in the Engineer's Report proposes assessments for fiscal year 2021-22 at the rate of \$43.52.

SECTION 6. Notice is hereby given that on June 2, 2021, at the hour of 6:00 o'clock p.m. at the City of Camarillo, City Hall Council Chambers 601 Carmen Dr., Camarillo, California the Board of Directors will hold a public hearing to consider the ordering of the Improvements and the continuation of the proposed assessments.

SECTION 7. Prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk of the Board, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such

owner. Such protest or withdrawal of protest should be mailed to Pleasant Valley Recreation and Park District, 1605 East Burnley Street, Camarillo, CA 93010.

SECTION 8. The Clerk of the Board shall cause a notice of the hearing to be given by publishing a copy of this resolution once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the Pleasant Valley Recreation and Park District.

PASSED AND ADOPTED this 5th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MARK MALLOY, CHAIRMAN
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

ELAINE MAGNER, SECRETARY
PLEASANT VALLEY RECREATION AND PARK DISTRICT



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

ENGINEER'S REPORT

FISCAL YEAR 2021-22

APRIL 2021

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
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

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INTRODUCTION

OVERVIEW

The Pleasant Valley Recreation and Park District (the "Park District") currently provides park facilities and recreational programs for its service area of 26,700 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.
- ❖ **MEL VINCENT PARK**, (5.0 ACRES), 668 CALISTOGA ROAD.
- ❖ **MISSION OAKS PARK**, (20.2 acres), 5501 Mission Oaks Boulevard, Mission Oaks/Oak Canyon.
- ❖ **NANCY BUSH PARK**, (3.4 acres), 1150 Bradford.

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

ASSESSMENT PROCESS

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

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

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

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on February 4, 2021.

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 2021-22 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 2, 2021. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2021-22. If the assessments are so confirmed and approved, the levies would be submitted to the County Auditor/Controller by August 2021 for inclusion on the property tax roll for fiscal year 2021-22.

LEGISLATIVE ANALYSIS

PROPOSITION 218

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

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

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

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

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

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

DAHMS V. DOWNTOWN POMONA PROPERTY

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

BONANDER V. TOWN OF TIBURON

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

BEUTZ V. COUNTY OF RIVERSIDE

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

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

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

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

COMPLIANCE WITH CURRENT LAW

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

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

PLANS & SPECIFICATIONS

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

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

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

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

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

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

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

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

FISCAL YEAR 2021-22 ESTIMATE OF COST AND BUDGET

INTRODUCTION

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

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

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 2021-22

	<i>Total Budget</i>	
Installation, Maintenance & Servicing Costs		
Capital Improvements	\$800,760	
Equipment and Facility Replacement	\$33,000	
Services and Supplies	\$2,236,328	
Maintenance and Operations of Improvements ¹	\$1,841,075	
Subtotal - Installation, Maintenance and Servicing	\$4,911,163	
Administrative Costs:		
Assessment Administration and County Charges	\$28,114	
Allowance for Uncollectible Assessments	\$15,311	
Subtotals - Incidentals	\$43,425	
Total for Installation, Maintenance, Servicing and Administration	\$4,954,588	
Total Benefit of Improvements	\$4,954,588	
Single Family Equivalent Units (SFE)	28,146	
Benefit Received per SFE Unit	\$176.03	
Less:		
District Contribution for General Benefits ²	(\$1,238,646.97)	
District Contribution for Special Benefits	(\$2,570,964.03)	
Beginning Fund Balance (July 1, 21)	(\$1,016,516)	
Contribution to Reserve Fund/Improvement Fund/Contingency ³	\$1,096,471	
	(\$3,729,656)	
Net Cost of Installation, Maintenance and Servicing (Net Amount to be Assessed)	\$1,224,932	
Budget Allocation to Property		
Total Assessment Budget*	\$1,224,932	
	Unadjusted	Adjusted
	SFE	SFE
Single Family Equivalent Benefit Units - Zone A	27,114.40	27,114.40
Single Family Equivalent Benefit Units - Zone B	494.24	123.56
Single Family Equivalent Benefit Units - Zone C	1,816.89	908.45
Adjusted SFE Units		28,146.41
Assessment per Single Family Equivalent Unit		\$43.52

* 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 \$4,954,588, the District must contribute at least \$1,238,647 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, 2022. The Fund Balance shown includes operating reserves and the Capital Improvement Reserve Fund.
4. The Act stipulates that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Improvement District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The funds shown under contribution to Reserve Fund / Improvement Fund / Contingency are primarily being accumulated for future capital improvement and capital renovation needs.

METHOD OF APPORTIONMENT

METHOD OF APPORTIONMENT

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

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

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

DISCUSSION OF BENEFIT

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

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

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

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

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

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

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

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

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

BENEFIT FACTORS

The special benefits from the Improvements are listed below:

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

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

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

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

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

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

PROXIMITY TO IMPROVED PARKS AND RECREATIONAL FACILITIES

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

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

ACCESS TO IMPROVED PARKS, OPEN SPACE AND RECREATIONAL AREAS

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

IMPROVED VIEWS

The Park District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when is 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 XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

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

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

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

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

A formula to estimate the general benefit is listed below:

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

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

CALCULATING GENERAL BENEFIT

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

BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT

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

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

Assumptions:

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

25,370 parcels in the Improvement District.

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

Calculation of General Benefit to Property Outside the Improvement District

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

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

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

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

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

BENEFIT TO THE PUBLIC AT LARGE

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

TOTAL GENERAL BENEFITS

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

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

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

General Benefit Calculation	
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 \$4,954,588. Of this total budget amount, the Park District will contribute \$3,809,611 from sources other than the assessments for park maintenance and operation. This contribution by the Park District equates to approximately 77% of the total budget for maintenance and improvements and constitutes far more than the amount attributable to the general benefits from the Improvements.

ZONES OF BENEFIT

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

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

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

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

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

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

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

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

	<i>Zone of Benefit</i>			<i>Total</i>
	<i>A</i>	<i>B</i>	<i>C</i>	
Total Parcels	23,292	775	2,398	26,465
SFE Units (Unadjusted for Benefit Weighting)	27,114.40	494.24	1,816.89	29,425.53
Benefit Adjustment Factor	100%	25%	50%	
Assessment Rate per SFE	\$43.52	\$10.88	\$21.76	
Total Assessment	\$1,180,018.69	\$5,377.33	\$39,535.53	\$1,224,931.55

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

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

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

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

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

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

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

METHOD OF ASSESSMENT AND PROPORTIONALITY

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

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

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

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

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

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

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

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

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

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

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

This method is further described below.

Pursuant to the Landscape and Lighting Act of 1972 and Article 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>Special Benefit $\approx \sum$</p>	<p>(Special Benefit apportionment factors including use property type, size, location, and proximity to Improvements)</p>
---	--

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

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

EQUATION 2 – RELATIVE SPECIAL BENEFIT (SFE)

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

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

EQUATION 3 – ASSESSMENT APPORTIONMENT

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

METHOD OF APPORTIONMENT

RESIDENTIAL PROPERTIES

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

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

TABLE 3 - RESIDENTIAL DENSITY AND ASSESSMENT FACTORS

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

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

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

COMMERCIAL/INDUSTRIAL PROPERTIES

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

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

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

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

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

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

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

TABLE 4 - COMMERCIAL/INDUSTRIAL DENSITY AND ASSESSMENT FACTORS

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

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

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

VACANT PROPERTIES

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

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

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

OTHER PROPERTIES

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

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

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

DURATION OF ASSESSMENT

As noted previously, the Board gained the authority to approve the levy of the assessments for the fiscal year 2001-02 and to continue to levy them in future years. It is proposed that the Assessment be levied for fiscal year 2021-22 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained. Pleasant Valley Recreation and Park District requires funding from the Assessments for its Improvements in the Improvement District. The Assessment can continue to be levied annually after the Pleasant Valley Recreation and Park District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

APPEALS AND INTERPRETATION

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

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

ASSESSMENT

WHEREAS, on February 4, 2021 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 2021-22 is generally as follows:

TABLE 5 - SUMMARY COST ESTIMATE

	<i>F.Y. 2021-22</i>
	<u><i>Budget</i></u>
Parks Maintenance	\$4,110,403
Parks Improvements	\$800,760
Contingency and Reserve	\$1,096,471
Incidental Expenses	\$43,425
TOTAL BUDGET	<u>\$6,051,059</u>
Less:	
Beginning Fund Balance (July 1, 21)	(\$1,016,516)
Park District Contribution	<u>(\$3,809,611)</u>
NET AMOUNT TO ASSESSMENTS	<u>\$1,224,932</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 2019 to December 2020 was 1.45% and the Unused CPI balance is 0.80%. Therefore, the maximum authorized assessment rate for fiscal year 2021-22 is increased by 2.25% which equates to \$43.52 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2021-22 at the rate of \$43.52. The assessment ballot proceeding conducted in 2001 authorized an annual adjustment in the assessment levies equal to the annual change in the CPI, not to exceed 3%. The maximum authorized assessment rate for fiscal year 2021-22 is within the limits of the authorized CPI increase.

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

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Ventura for the fiscal year 2021-22. 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 2021-22 for each parcel or lot of land within the Improvement District.

Dated: April 8, 2021

Engineer of Work

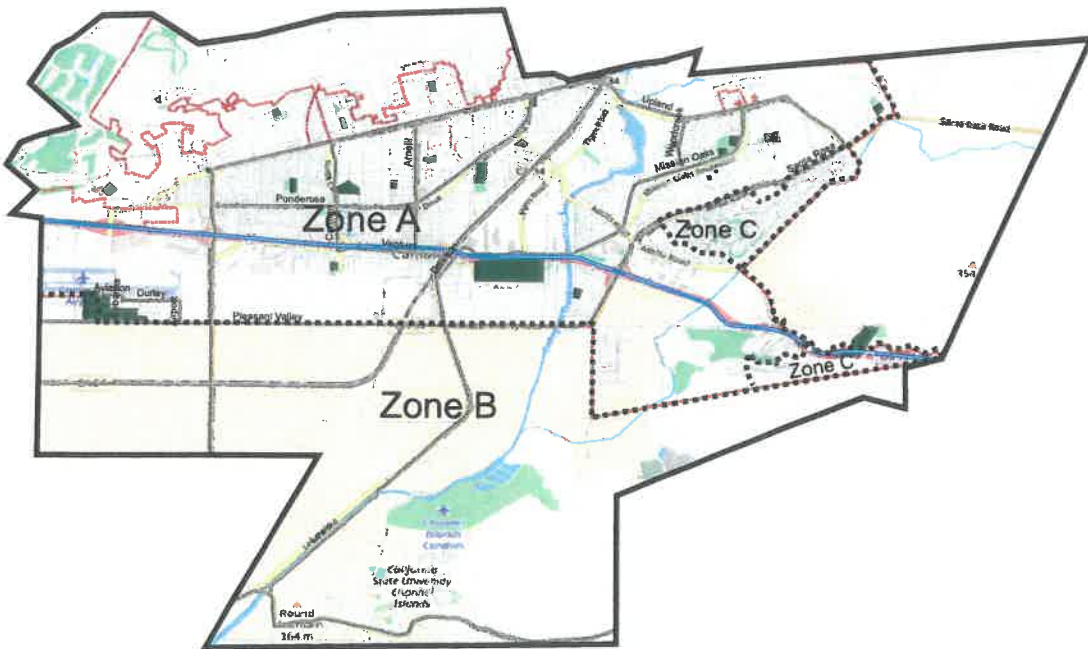


By _____
John Bliss, License No. C52091

ASSESSMENT DIAGRAM

The Improvement District includes all properties within the boundaries of the Pleasant Valley Recreation and Park District. The boundaries of the Improvement District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Improvement District are those lines and dimensions as shown on the maps of the Assessor of the County of Ventura, for fiscal year 2021-22, and are incorporated herein by reference, and made a part of this Diagram and this Report.

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Legend

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

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

SCI Consulting Group
 4745 Mangels Blvd
 Fairfield, Ca 94534
 707-430-4300

FILED IN THE OFFICE OF THE GENERAL MANAGER OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, COUNTY OF VENTURA, CALIFORNIA, THIS ____ DAY OF _____, 2021.

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 _____, 2021.

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 _____, 2021 FOR FISCAL YEAR 2021-22 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 _____, 2021. 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 _____, 2021, 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

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

APPENDIX A - 2021-22 ASSESSMENT ROLL

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

**Pleasant Valley RPD
Park Maintenance and Recreation Improvement District Assessment Summary**

FISCAL YEAR	MAX RATE	ACTUAL RATE LEVIED	ACTUAL INCREASE USED	ACTUAL CPI CHANGE	UNUSED CPI	TOTAL ASSESSMENT
2001-02 Rate	\$27.00	\$27.00				\$674,157
2002-03 Rate	\$27.57	\$27.56	2001 CPI	2.10%	-0.03%	\$685,696
2003-04 Rate	\$28.40	\$28.40	2002 CPI	3.00%	0.73%	\$717,023
2004-05 Rate	\$29.12	\$29.10	2003 CPI	2.53%	-0.70%	\$735,585
2005-06 Rate	\$29.99	\$29.10	2004 CPI	3.00%	1.39%	\$751,297
2006-07 Rate	\$30.89	\$30.88	2005 CPI	3.00%	1.46%	\$810,017
2007-08 Rate	\$31.82	\$31.80	2006 CPI	3.00%	0.29%	\$852,747
2008-09 Rate	\$32.77	\$32.76	2007 CPI	3.00%	1.16%	\$882,629
2009-10 Rate	\$33.75	\$33.74	2008 CPI	3.00%	-2.89%	\$906,918
2010-11 Rate	\$34.76	\$34.76	2009 CPI	3.00%	-1.17%	\$942,344
2011-12 Rate	\$35.30	\$35.30	2010 CPI	1.58%	-0.24%	\$960,711
2012-13 Rate	\$36.06	\$36.06	2011 CPI	2.17%	0.00%	\$981,609
2013-14 Rate	\$36.76	\$36.76	2012 CPI	1.93%	0.00%	\$999,880
2014-15 Rate	\$37.18	\$37.18	2013 CPI	1.14%	0.00%	\$1,011,822
2015-16 Rate	\$37.44	\$37.44	2014 CPI	0.72%	0.00%	\$1,025,179
2016-17 Rate	\$38.20	\$38.20	2015 CPI	2.03%	0.00%	\$1,051,630
2017-18 Rate	\$38.95	\$38.95	2016 CPI	1.96%	0.00%	\$1,074,595
2018-19 Rate	\$40.12	\$40.12	2017 CPI	3.00%	0.60%	\$1,114,369
2019-20 Rate	\$41.32	\$41.32	2018 CPI	3.00%	0.24%	\$1,157,512
2020-21 Rate	\$42.56	\$42.56	2019 CPI	3.00%	-0.04%	\$1,197,923
2021-22 Rate	\$43.52		2020 CPI		-0.80%	\$1,224,877

Unused CPI Balance 0.00%

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

TO: BOARD OF DIRECTORS

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

DATE: May 5, 2021

**SUBJECT: CONSIDERATION AND ADOPTION OF
RESOLUTION NO. 672 PROCLAIMING MAY 2021
AS OLDER AMERICANS MONTH**

SUMMARY

In combination with the Older Americans Act, the City of Camarillo, the State and the County Area Agency on Aging, staff is requesting that the Board proclaim the month of May 2021 as Older Americans Month.

ANALYSIS

The proclamation will be in recognition of the older adult population within the District and the certificate will be displayed at the Pleasant Valley Senior Center throughout the year.

FISCAL IMPACT

There is no fiscal impact to the District.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 672 proclaiming the month of May 2021 as Older Americans Month to recognize the older adult population in the Pleasant Valley Recreation and Park District.

ATTACHMENTS

- 1) Resolution No. 672 (1 page)

**RESOLUTION NO. 672 OF
THE BOARD OF DIRECTORS
OF PLEASANT VALLEY RECREATION & PARK DISTRICT**

**DECLARING THE MONTH OF MAY 2021
OLDER AMERICANS MONTH**

WHEREAS, Pleasant Valley Recreation and Park District is home to more than 15,500 citizens aged 60 years or older; and

WHEREAS, the older citizens of Pleasant Valley Recreation and Park District are representative of an unprecedented trend in the nation's demographic makeup; and

WHEREAS, older persons are, as citizens and community members, entitled to lives of dignity and independence, free from the fears, myths and misconceptions about aging; and

WHEREAS, as America grows older, each community must strive to understand and address the evolving challenges and needs of our older citizens and the people who care for them; and

WHEREAS, our society is dependent upon the nurturing, support, and resources shared between generations, and benefits from our mutual efforts to meet the needs of America's older persons and those who love them,

NOW THEREFORE WE, the Pleasant Valley Recreation and Park District, Board of Directors, do hereby proclaim the month of May 2021 as ***Older Americans Month***.

Passed and Adopted this 5th day of 2021.

Mark Malloy, Chair

Robert Kelley, Vice-Chair

Elaine L. Magner, Secretary

Bev Dransfeldt, Director

Jordan Roberts, Director

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

TO: BOARD OF DIRECTORS

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

DATE: May 5, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF THE REQUEST
FOR BID PROPOSALS FOR THE REMODELING OF
THE COMMUNITY CENTER KITCHEN**

SUMMARY

On January 2, 2020, the District identified projects at multiple locations which would meet the requirements for the expenditure of Quimby funds. One of the projects included facility improvements to the Camarillo Community Center location. The entire Community Center site was built in 1969 and consists of an administration office, 5 classrooms, a kitchen, and an auditorium. In 1989 this site had an expansion that now includes room #7 and the current administration office; the old office became room #6 and the Riso room. The project before the Board would expand capacity and use of the Community Center kitchen. Board approval of this request for bid proposals will allow staff to solicit bids from contractors for the remodel of the Community Center Kitchen.

BACKGROUND

During the development of the 2020-2021 budget process, staff presented a list of Capital and Quimby Improvement Projects. This specific item is for the Community Center Kitchen Expansion/Redevelopment Project.

On October 7, 2020 staff asked the Board for consideration and approval to enter into a "Professional Services Agreement" with Lauterbach & Associates, Architects Inc. for the design and construction plans for the Community Center Kitchen. The kitchen has had little improvements since 1969. The ovens and stove tops (manufactured in 1952) came from the Freedom Center and the dishwasher has been red tagged by the County Health Department and is currently unusable.

At the December 3, 2020 Board meeting, staff presented the design plans which were accepted by the Board of Directors.

The Community Center and the kitchen are ideal for District special events such as Breakfast with Santa and for weddings, quinceaneras, non-profit social gatherings, fundraisers, and parties of all sizes. Over the past few years, the kitchen has been used by over 50 groups which translates to over thousands of people using the facilities.

ANALYSIS

The existing design of the building consists of two ovens, cooktops, two refrigerators, an ice machine, double-sinks and a dishwasher which has been red tagged. The revised drawings will consist of a more functional layout with storage, new appliances, and items to include the potential for a cooking and teaching kitchen with cameras and monitors and possibly a dishwasher should this item fit within the budget. The existing hood ventilator system will remain, and energy efficient lighting will be added. All new flooring will be installed along with a fresh coat of paint. These updates could enable the District to offer additional classes for the community to include youth thru senior cooking classes that teach the basics along with healthy eating classes.

FISCAL IMPACT

Approval of the RFP and Plans has no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board review and approve the Request for Bid documents for the remodeling of the Community Center Kitchen.

ATTACHMENT

- 1) Request for Bid Proposals (4 pages)
- 2) Plans (17 pages)
- 3) Contract (73 pages)

**Bid Specifications for
Community Center
Kitchen Remodel**

**Invitation to Bid:
Due June 14, 2021 at 9:30 am**



www.pvrpd.org • 805-482-1996

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

INVITATION TO BID

Pleasant Valley Recreation and Park District ("District") is seeking bids for the remodeling of the kitchen at the Community Center at 1605 E. Burnley St. Camarillo CA 93010 to the specifications. There will be a mandatory job walk on May 24, 2021 at 9:30 am.

DESCRIPTION OF WORK:

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

BASIC OF SPECIFICATIONS

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

PROPOSAL PROCESS

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

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

EVALUATION OF BID PROPOSALS

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

The evaluation of proposal will be based on the following:

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

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

CONSTRUCTION SCHEDULE

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

Contract award July 7, 2021

Project start date approx. July 26, 2021

Project completion date no later than November 30, 2021

HOURS OF OPERATION

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

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

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

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

DESCRIPTION

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

Invitation to Bid: Due June 14, 2021, 9:30 am

TIME LINE

Request for Bid Proposals released:	May 10, 2021	
Mandatory job walk:	May 24, 2021	9:30 am
Questions in by:	June 7, 2021	10:00 am
Proposals must be received by:	June 14, 2021	9:30 am
Contract award:	July 7, 2021	
Project approx. start date:	July 26, 2021	
Project completion date no later than:	November 28, 2021	

PROPOSAL DEADLINE

The deadline for the bid proposal is **Monday June 14, 2021, 9:30 am**. Proposal must be submitted in a sealed envelope marked ***Bid Community Center Kitchen Remodel***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 60 days.

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

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

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

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

E-Mail bobc@pvrpd.org

KITCHEN REMODEL FOR

CAMARILLO COMMUNITY CENTER

1605 E BURNLEY ST, CAMARILLO, CA, 93010

PLEASANT VALLEY REC & PARKS DEPARTMENT (PVRPD)

PLAN CHECK SUBMITTAL SET

LAUTERBACH & ASSOCIATES ARCHITECTS INC.



REMODEL AND UPGRADE FOR
PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN

PVRPD
APN: 165A-010-590

DATE CHECKED/REVISION NO.	DATE

NO.	DESCRIPTION	ISSUED/DATE
1		
2		
3		
4		
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7		
8		
9		
10		

PROJECT NO. 24-00001
 DRAWN BY: CVC
 CHECKED BY: CVC
 PROJECT MANAGER: CVC
 PRINT DATE: 25/09/21 11:50:00 AM

COVER SHEET
(24x36)

G-001

INDEX OF DRAWINGS

- 0-01 COVER SHEET - SITE GENERAL - PROJECT INFORMATION
- 1-01 GENERAL NOTES - PROJECT INFORMATION
- 1-02 EXISTING FLOOR PLAN - PROJECT INFORMATION
- 1-03 EXISTING WALL PLAN - PROJECT INFORMATION
- 1-04 EXISTING CEILING PLAN - PROJECT INFORMATION
- 1-05 EXISTING MECHANICAL PLAN - PROJECT INFORMATION
- 1-06 EXISTING ELECTRICAL PLAN - PROJECT INFORMATION
- 1-07 EXISTING PIPING PLAN - PROJECT INFORMATION
- 1-08 EXISTING STRUCTURAL PLAN - PROJECT INFORMATION
- 1-09 EXISTING FINISHES PLAN - PROJECT INFORMATION
- 1-10 EXISTING SCHEDULES - PROJECT INFORMATION
- 1-11 EXISTING RECORDATIONS - PROJECT INFORMATION
- 1-12 EXISTING MATERIALS - PROJECT INFORMATION

PROJECT DESCRIPTION

RENOVATION (PVRPD) of existing building
 CITY OF CAMARILLO - COMMUNITY HEALTH
 CITY OF CAMARILLO - COMMUNITY HEALTH

PROJECT LOCATION: 1605 E BURNLEY ST, CAMARILLO, CA 93010

PROJECT CODE: 2019

PROJECT TITLE: KITCHEN REMODEL

PROJECT TYPE: LOCAL

PROJECT STATUS: YES

PROJECT OWNER: CITY OF CAMARILLO

PROJECT CONTACT: CVC

PROJECT ADDRESS: 1605 E BURNLEY ST, CAMARILLO, CA 93010

PROJECT PHONE: (805) 466-4444

PROJECT FAX: (805) 466-4444

PROJECT EMAIL: david.lauterbach@laute.com

PROPERTY AND PROJECT INFO

ADDRESS: 1605 E BURNLEY ST, CAMARILLO, CA 93010

APN: 165A-010-590

OWNER: CITY OF CAMARILLO

PROJECT NO: 24-00001

PROJECT NAME: KITCHEN REMODEL

PROJECT TYPE: LOCAL

PROJECT STATUS: YES

PROJECT OWNER: CITY OF CAMARILLO

PROJECT CONTACT: CVC

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VICINITY MAP



CONSTRUCTION NOTES

1. WORK SHALL BE IN ACCORDANCE WITH THE CURRENT CALIFORNIA BUILDING CODES AND ALL APPLICABLE STATE AND LOCAL CODES, LAWS AND STATUTES. NOTHING IN THE CONTRACT DOCUMENTS IS TO BE CONSIDERED AS CONTRADICTORY TO THESE CODES, LAWS AND STATUTES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
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PROJECT DIRECTORY

OWNER: CITY OF CAMARILLO
 PROJECT MANAGER: CVC
 PROJECT ADDRESS: 1605 E BURNLEY ST, CAMARILLO, CA 93010
 PROJECT PHONE: (805) 466-4444
 PROJECT FAX: (805) 466-4444
 PROJECT EMAIL: david.lauterbach@laute.com

SCOPE OF WORK

1. REMOVE AND DISPOSE EXISTING KITCHEN CABBINETS TO BE USED ON OPEN EXISTING WALLS WITHIN EXISTING PERMITTED PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS.
2. PROVIDE EXISTING KITCHEN APPLIANCE AND EQUIPMENT EXCEPT REFRIGERATOR, AND REMOVE PORTION OF EXISTING WALL TO OPEN TOWARD CLERK ROOM.
3. INSTALL NEW UPGRADE FINISH PARTITIONS.

GENERAL NOTES

1. EXISTING COUNTY OF VENTURA ENVIRONMENTAL HEALTH DEPARTMENT (EHD) PERMIT NO. 18

PROJECT DIRECTORY

OWNER: CITY OF CAMARILLO
 PROJECT MANAGER: CVC
 PROJECT ADDRESS: 1605 E BURNLEY ST, CAMARILLO, CA 93010
 PROJECT PHONE: (805) 466-4444
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1. EXISTING COUNTY OF VENTURA ENVIRONMENTAL HEALTH DEPARTMENT (EHD) PERMIT NO. 18



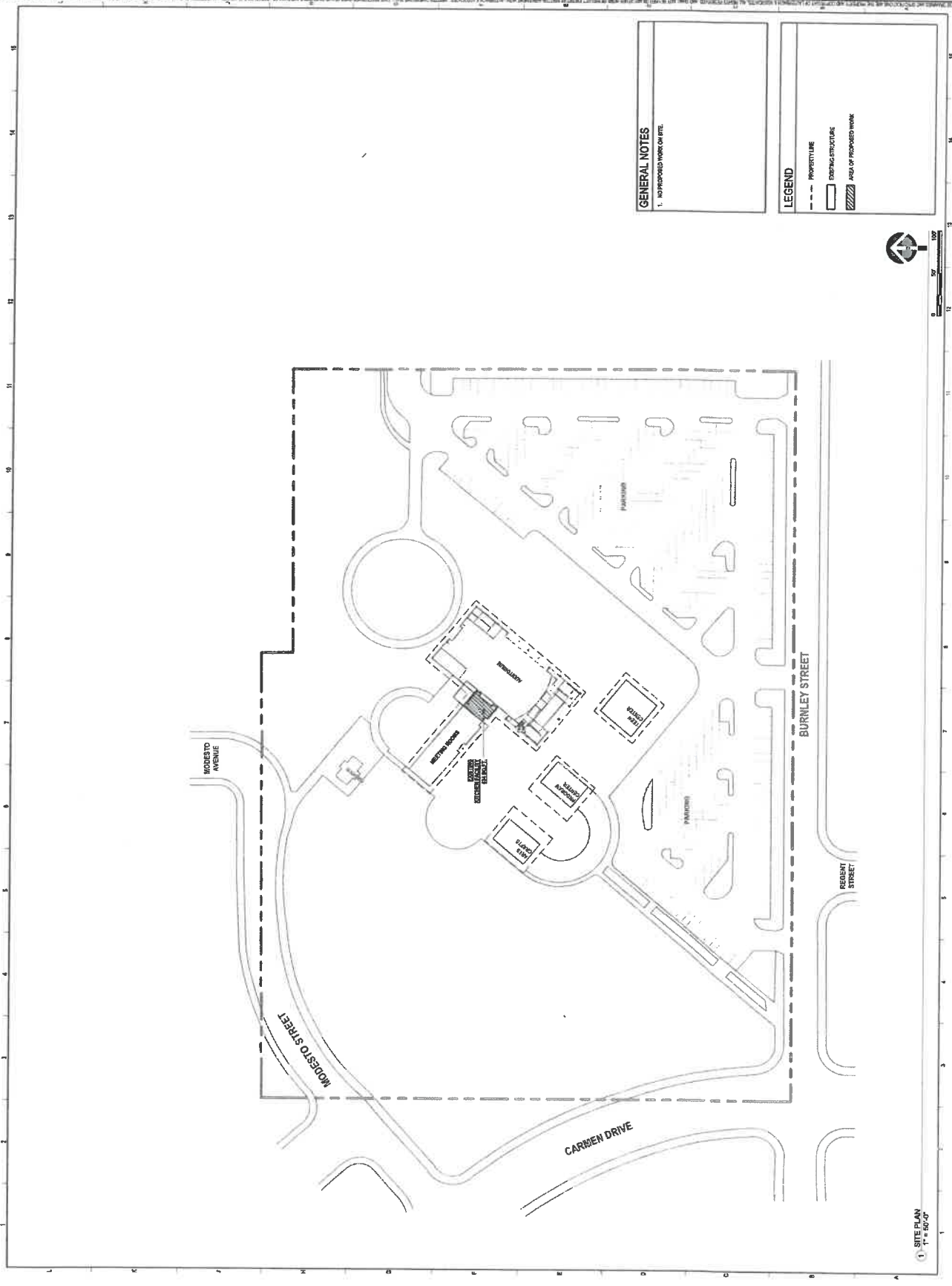
REMODEL AND UPGRADE FOR
 PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN
 1005 BURNLEY ST
 SAN JOSE, CA 95128

PVRPD
 APN: 165-0-013-500

NO.	DESCRIPTION	DATE
1	PRELIMINARY	01/15/11
2	REVISED	01/15/11
3	REVISED	01/15/11
4	REVISED	01/15/11
5	REVISED	01/15/11

NO.	DESCRIPTION	DATE
1	PRELIMINARY	01/15/11
2	REVISED	01/15/11
3	REVISED	01/15/11
4	REVISED	01/15/11
5	REVISED	01/15/11

SITE PLAN
 A-001



GENERAL NOTES
 1. NOT PROPOSED WORK OR SITE

LEGEND
 - - - - - PROPERTY LINE
 [] EXISTING STRUCTURE
 [Hatched] AREA OF PROPOSED WORK



1. SITE PLAN
 1" = 50'-0"



REMEDIATION AND UPGRADE FOR
PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN

PVRPD
APR. 1954-019-230

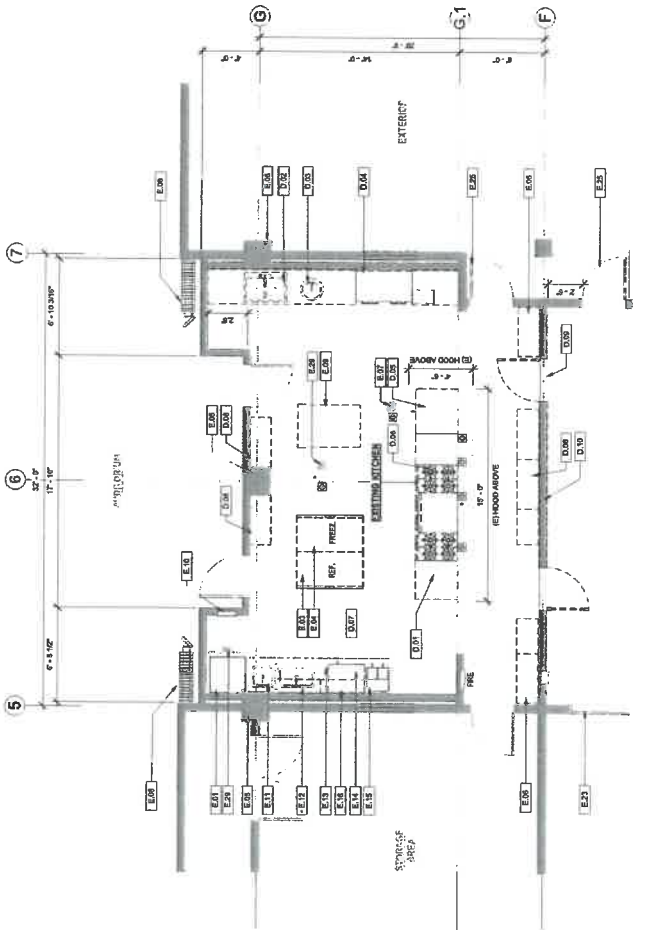
NO.	REVISION	DATE
1	FINAL CHECK, SUBMITTAL SET (202202)	
2	FINAL CHECK, SUBMITTAL SET (NOV2021)	
3	FINAL CHECK, SUBMITTAL SET (OCT2021)	
4	FINAL CHECK, SUBMITTAL SET (OCT2021)	
5	FINAL CHECK, SUBMITTAL SET (OCT2021)	

NO.	REVISION	DATE

JOB NO. 24-00020
DRAWN BY: CJK
CHECKED BY: JLM
PROJECT MANAGER: JLM
PRINT DATE: 2/22/24

FLOOR PLAN - EXISTING/DEMO
A-100

- KEYNOTES**
- E-01: 18" WIDE STEEL CONCRETE TO BE REMOVED
 - E-02: 18" WIDE STEEL CONCRETE TO BE REMOVED
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 - E-100: 18" WIDE STEEL CONCRETE TO BE REMOVED



GENERAL NOTES

- EXISTING POINTED PLUMBING, MECHANICAL, ELECTRICAL, SHALL BE DEMOLISHED AND CHANGED.

LEGEND

- EXISTING FLOOR RECEIPTABLE
- EXISTING TO BE DEMOLISHED
- EXISTING FLOOR RECEIPTABLE

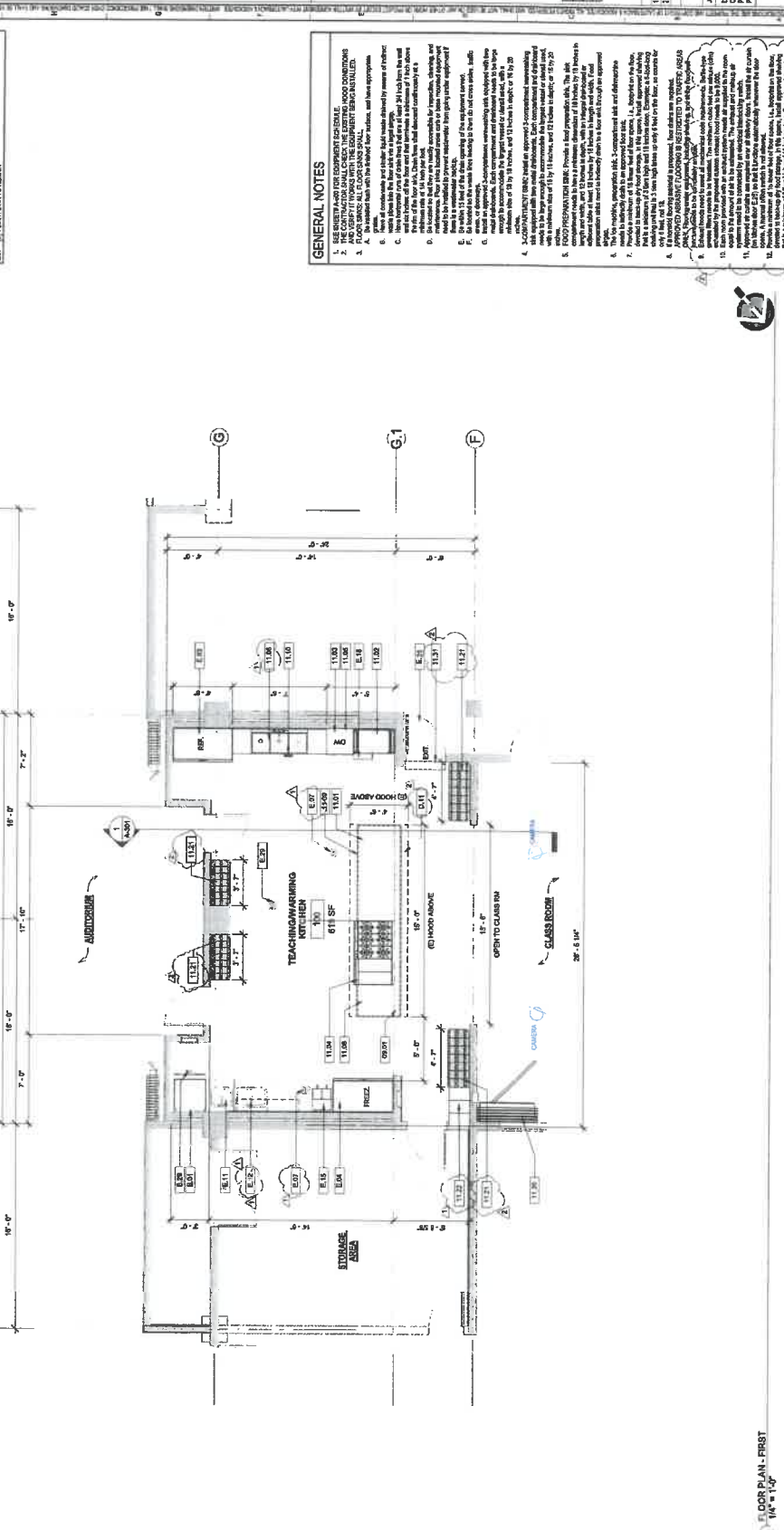


1 FLOOR PLAN - EXISTING/DEMO
1/4" = 1'-0"

ROOM FINISH SCHEDULE

NO.	ROOM	AREA	CEILING FINISH	WALL FINISH	FLOOR FINISH	CEILING FINISH
100	TEACHING/WASHING KITCHEN	619 SF	AC-COM-FINISH	QUARRY TILE, TRAFFIC AREA, APPROVED ABRASIVE	QUARRY TILE, UP WALL, MIN. 4" 3/8" RADIUS CORNER	EXISTING GYPSUMBOARD, RE-PAINING
						WATER-RESISTANT AND WASHABLE WHITE ENAMEL PAINT

KEYNOTES:
 1. WALLS: 2" EXPOSED BRICK AND BOXY WALLS
 2. FLOOR: 3/4" POLISHED CONCRETE OVER 1" GYPSUM BOARD
 3. CEILING: 5/8" GYPSUM BOARD OVER 1" GYPSUM BOARD
 4. FLOOR: 3/4" POLISHED CONCRETE OVER 1" GYPSUM BOARD
 5. FLOOR: 3/4" POLISHED CONCRETE OVER 1" GYPSUM BOARD
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 99. FLOOR: 3/4" POLISHED CONCRETE OVER 1" GYPSUM BOARD
 100. FLOOR: 3/4" POLISHED CONCRETE OVER 1" GYPSUM BOARD



1. COR PLAN - FIRST
 1/4" = 1'-0"

LAUTERBACH & ASSOCIATES
 ARCHITECTS
 100 BROADWAY, SUITE 200, NEW YORK, NY 10038
 TEL: (212) 691-1000 FAX: (212) 691-1001
 WWW.LAUTERBACH-ASSOCIATES.COM

REMODEL AND UPGRADE FOR
**PLEASANT VALLEY
 REC & PARK DISTRICT**
 KITCHEN
 1002 E RIVING ST
 CAMARILLO CA 93010

PVRPD
 APR: 16-24-19-590

NO.	DESCRIPTION	DATE
1	CONCEPT	05/20/2023
2	CONCEPT	05/20/2023

DATE: 05/20/2023
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT MANAGER: [Signature]
 PROJECT DATE: 05/20/2023 11:00 AM

FLOOR PLAN -
PROPOSED
 A-101



REMODEL AND UPGRADE FOR
PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN
1400 W. GALEY ST
CARPENTERS VALLEY

PVPRD
APR 18-24-19-080

1	REVISIONS SUBMITTED FOR DISCUSS	DATE
2	PLANTING SUBMITTED FOR DISCUSS	DATE
3	REVISIONS SUBMITTED FOR DISCUSS	DATE
4	REVISIONS SUBMITTED FOR DISCUSS	DATE

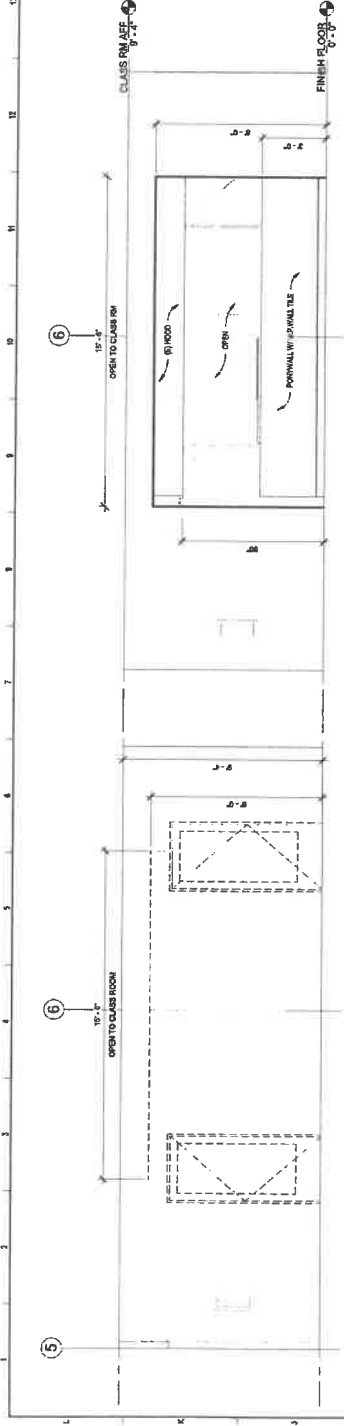
NO.	DESCRIPTION	DATE
JOB NO.	302	24-03-2023
OWNER:	City of Pleasant Valley	
PROJECT MANAGER:	David Lauterbach	
PRINT DATE:	2023-04-18 10:30 AM	

ELEVATIONS

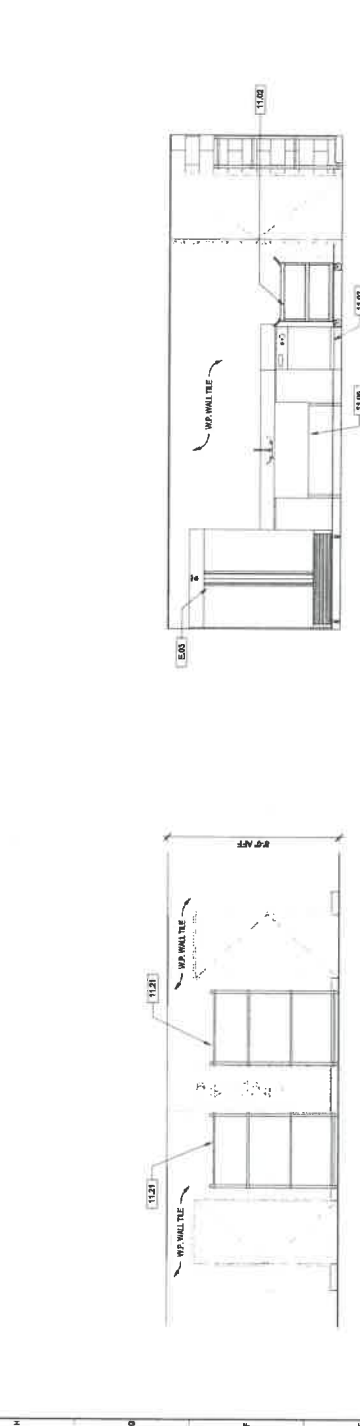
A-201

- KEYNOTES**
- 1. SEE SHEET A-200 FOR EQUIPMENT SCHEDULE.
 - 2. MATERIALS TO BE USED FOR THIS PROJECT ARE TO BE APPROVED BY THE ARCHITECT AND THE CITY OF PLEASANT VALLEY. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PLEASANT VALLEY.
 - 3. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PLEASANT VALLEY.
 - 4. PREPARED DRAWINGS ARE TO BE APPROVED BY THE ARCHITECT AND THE CITY OF PLEASANT VALLEY. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PLEASANT VALLEY.
 - 5. MATERIALS TO BE USED FOR THIS PROJECT ARE TO BE APPROVED BY THE ARCHITECT AND THE CITY OF PLEASANT VALLEY. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PLEASANT VALLEY.
 - 6. PREPARED DRAWINGS ARE TO BE APPROVED BY THE ARCHITECT AND THE CITY OF PLEASANT VALLEY. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PLEASANT VALLEY.

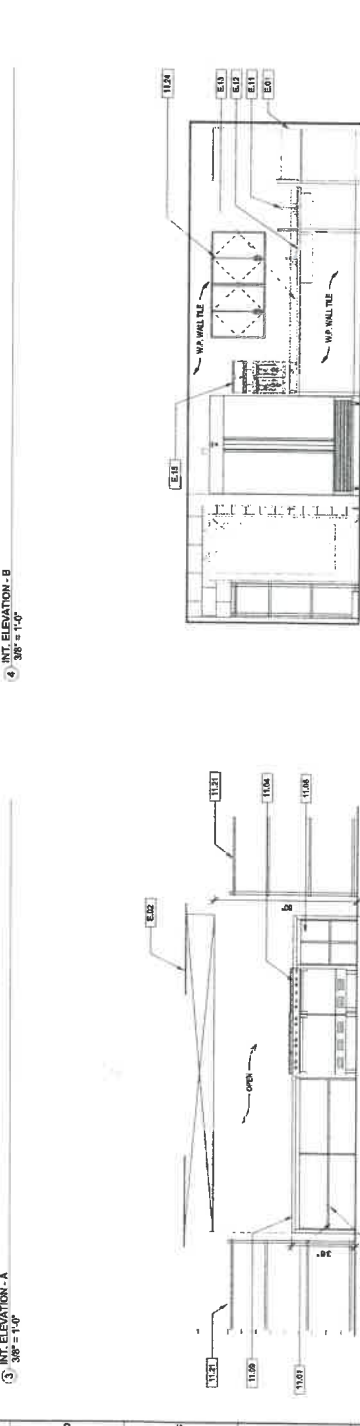
- GENERAL NOTES**
1. SEE SHEET A-200 FOR EQUIPMENT SCHEDULE.
 2. MATERIALS TO BE USED FOR THIS PROJECT ARE TO BE APPROVED BY THE ARCHITECT AND THE CITY OF PLEASANT VALLEY. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PLEASANT VALLEY.
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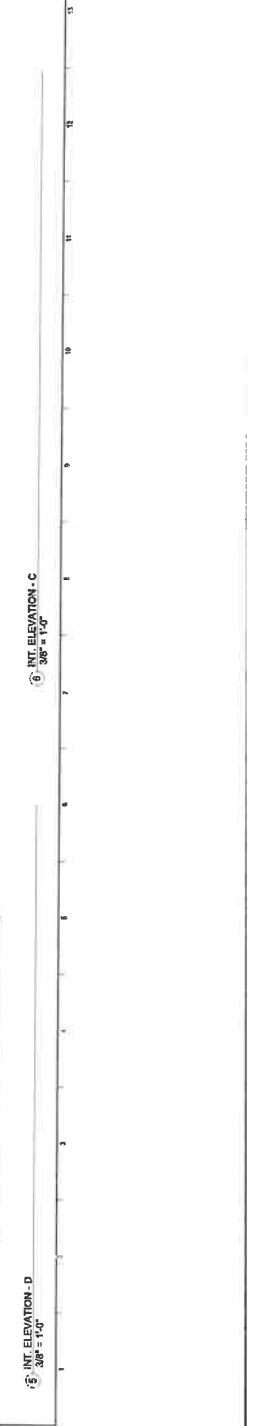
① ELEVATION - EXISTING DEMO FOR OPENING
3'-0" = 1'-0"



② ELEVATION - PROPOSED FOR OPENING
3'-0" = 1'-0"



③ INT. ELEVATION - A
3'-0" = 1'-0"



④ INT. ELEVATION - B
3'-0" = 1'-0"

⑤ INT. ELEVATION - C
3'-0" = 1'-0"

⑥ INT. ELEVATION - D
3'-0" = 1'-0"



REMODEL AND UPGRADE FOR
**PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN**
1055 BUNLEY ST
CAMPBELL CA 95010

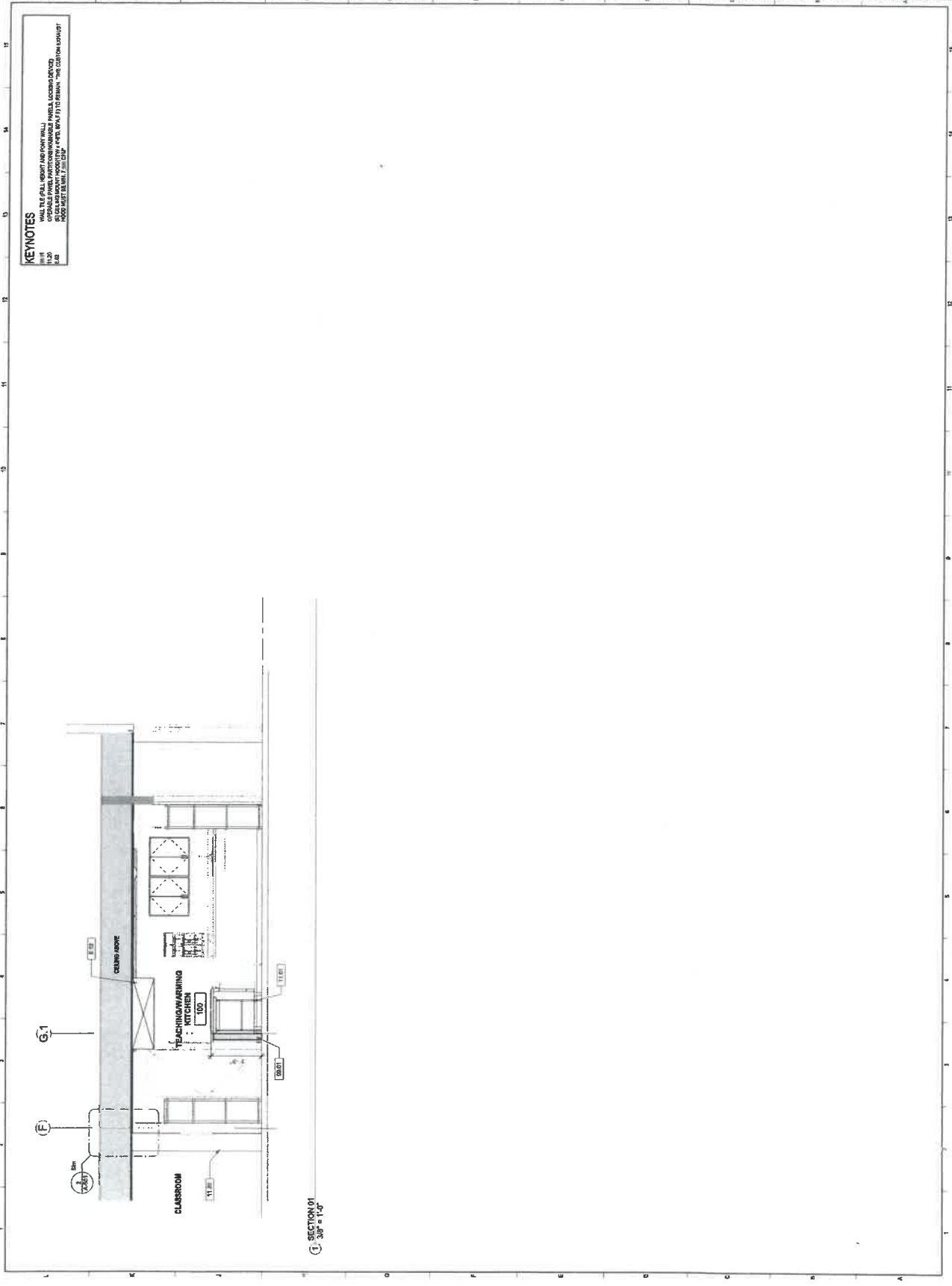
PVRPD
APR: 1854-01-04-20

REVISIONS	
NO.	DESCRIPTION
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT
4	ISSUE FOR PERMIT
5	ISSUE FOR PERMIT

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	04/18/20
2	ISSUE FOR PERMIT	04/18/20
3	ISSUE FOR PERMIT	04/18/20
4	ISSUE FOR PERMIT	04/18/20
5	ISSUE FOR PERMIT	04/18/20

SECTIONS
A-301

KEYNOTES
1. ALL WALLS AND PARTITION WALLS TO BE CONCRETE BLOCK WITH 2" EPS INSULATION AND GYPSUM BOARD FINISH.
2. ALL FLOORING TO BE POLISHED CONCRETE.
3. ALL CEILING TO BE SUSPENDED GRID WITH 2" EPS INSULATION AND GYPSUM BOARD FINISH.
4. ALL DOORS TO BE 1 1/2" MIN. THICK GLASS DOORS WITH ALUMINUM HANDLES AND KICKERS.
5. ALL WINDOWS TO BE ALUMINUM FRAME DOUBLE GLAZED UNITS WITH 2" EPS INSULATION AND GYPSUM BOARD FINISH.



SECTION 01
3/8" = 1'-0"



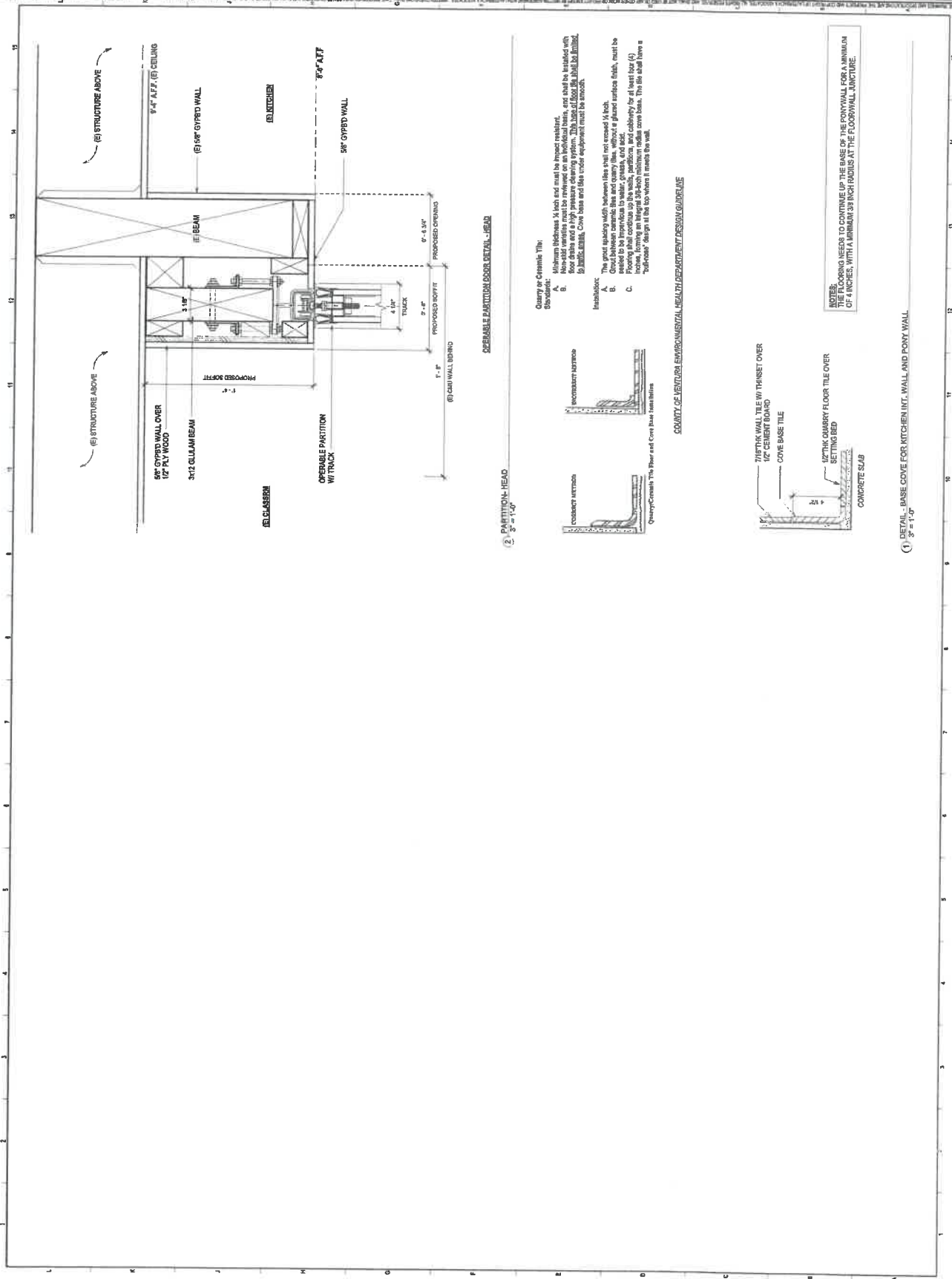
REMODEL AND UPGRADE FOR
PLEASANT VALLEY REC & PARK DISTRICT KITCHEN
 1065 BURBURY ST
 COSTA MESA, CA 92626

PVRPD
 APN: 155-010-530

DATE	DESCRIPTION
10/20/22	ISSUED FOR PERMITS
08/15/22	REVISED PER COMMENTS
07/20/22	ISSUED FOR PERMITS
06/15/22	REVISED PER COMMENTS
05/15/22	ISSUED FOR PERMITS
04/15/22	REVISED PER COMMENTS

JOB NO.	DATE
20220211	04/15/22
OWNER:	DATE
PLEASANT VALLEY REC & PARK DISTRICT	04/15/22
DESIGNED BY:	DATE
DAVID B. BURRELL	04/15/22
PROJECT NO.:	DATE
20220211	04/15/22

DETAILS
 A-501

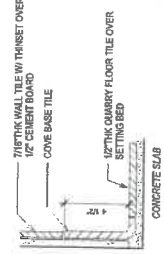


County of Orange Title:
 Sheetrock
 A. Minimum thickness 1/2 inch and must be insect resistant.
 B. No-stud verticals must be reviewed on an individual basis, and shall be installed with floor studs and a high pressure cleaning system. This base of floor shall be finished with a smooth, level surface. Cove base and floor finish must be smooth.

Insulation:
 A. The stud section shall be insulated with 2\"/>



COUNTY OF ORANGE ENVIRONMENTAL HEALTH DEPARTMENT PERMITS DIVISION



(1) 3\"/>

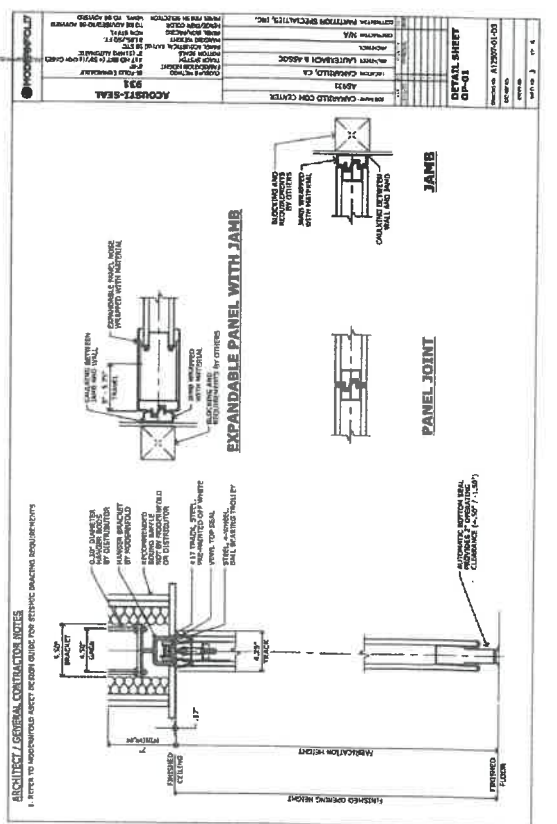
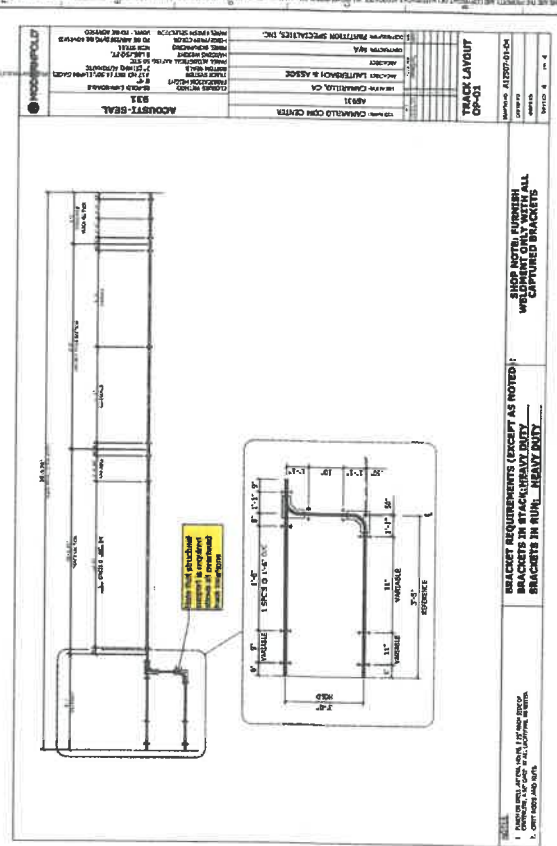
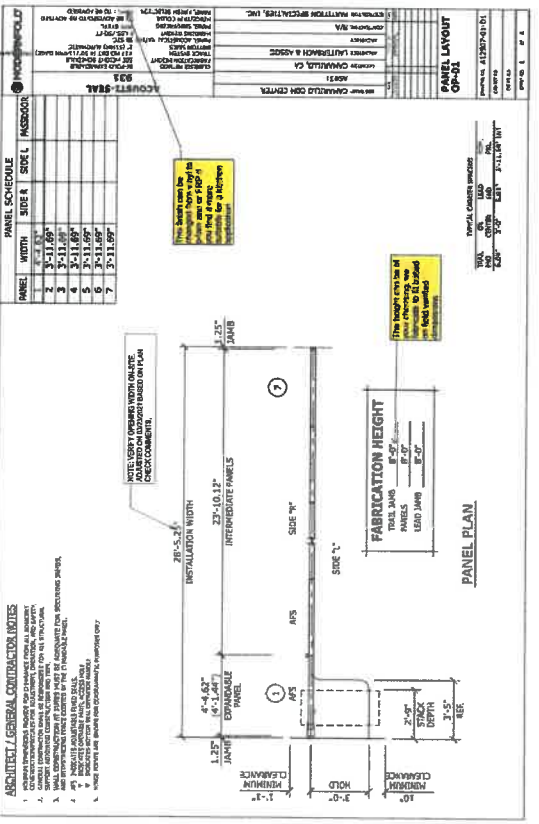
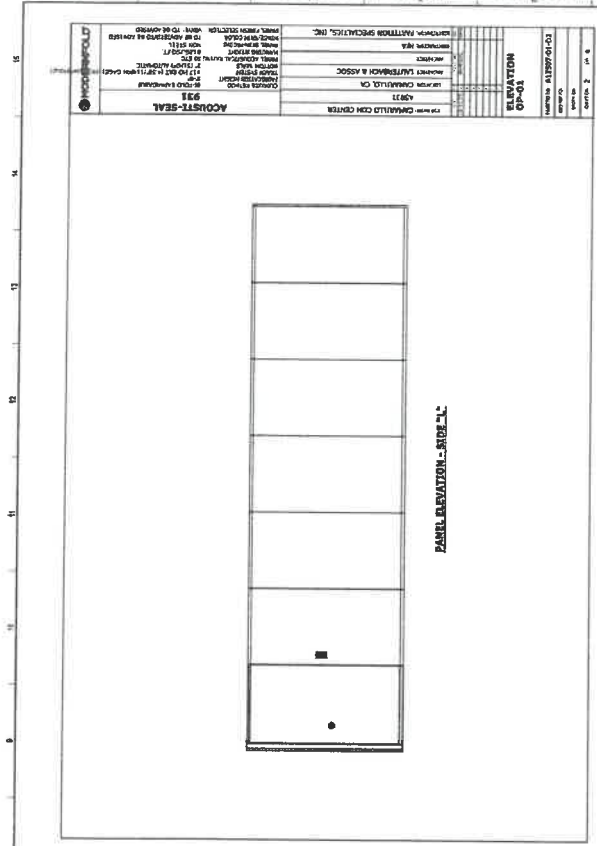


REMODEL AND UPGRADE FOR PLEASANT VALLEY REC & PARK DISTRICT KITCHEN
 1005 E BURNER ST
 CAMPBELLO CA 95010

PVRPD
 APR 16-24-09-050

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMITTING	04/16/09
2	ISSUE FOR PERMITTING	04/22/09
3	ISSUE FOR PERMITTING	05/01/09
4	ISSUE FOR PERMITTING	05/01/09
5	ISSUE FOR PERMITTING	05/01/09
6	ISSUE FOR PERMITTING	05/01/09
7	ISSUE FOR PERMITTING	05/01/09
8	ISSUE FOR PERMITTING	05/01/09
9	ISSUE FOR PERMITTING	05/01/09
10	ISSUE FOR PERMITTING	05/01/09

SPECIFICATIONS
 A-700



11.10 OPERABLE PANEL PARTITION (WASHABLE PANEL LOCKING DEVICE)



REMODEL AND UPGRADE FOR
PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN
1800 BURNLEY ST
CARMELIO CA 95010

PVRPD
APN: 165-A-010-050

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMITS	11/20/24
2	ISSUE FOR PERMITS	11/20/24
3	ISSUE FOR PERMITS	11/20/24
4	ISSUE FOR PERMITS	11/20/24
5	ISSUE FOR PERMITS	11/20/24
6	ISSUE FOR PERMITS	11/20/24
7	ISSUE FOR PERMITS	11/20/24
8	ISSUE FOR PERMITS	11/20/24
9	ISSUE FOR PERMITS	11/20/24
10	ISSUE FOR PERMITS	11/20/24

JOB NO.	24-00003
OWNER	REC & PARK DISTRICT
DESIGNED BY	CHADWICK
PROJECT DATE	2023/08/11 08:11 AM

SPECIFICATIONS
A-702

LX6 HOT AND COLD

DESCRIPTION: Front counter, integrated for refrigeration in other applications. This unit is designed for use in a variety of applications including food service, retail, and institutional. The unit is designed to be installed in a cabinet and is available in a variety of finishes and colors. The unit is designed to be installed in a cabinet and is available in a variety of finishes and colors.

FEATURES:

- 1/2" stainless steel exterior
- 1/2" stainless steel interior
- 1/2" stainless steel shelves
- 1/2" stainless steel drawers
- 1/2" stainless steel doors
- 1/2" stainless steel handles
- 1/2" stainless steel feet
- 1/2" stainless steel top
- 1/2" stainless steel bottom
- 1/2" stainless steel sides
- 1/2" stainless steel back
- 1/2" stainless steel front
- 1/2" stainless steel top
- 1/2" stainless steel bottom
- 1/2" stainless steel sides
- 1/2" stainless steel back
- 1/2" stainless steel front

MODEL	DESCRIPTION	FINISH	PRICE
LX6-18	18" Wide	Stainless Steel	\$1,200
LX6-24	24" Wide	Stainless Steel	\$1,500
LX6-30	30" Wide	Stainless Steel	\$1,800
LX6-36	36" Wide	Stainless Steel	\$2,100
LX6-42	42" Wide	Stainless Steel	\$2,400
LX6-48	48" Wide	Stainless Steel	\$2,700
LX6-54	54" Wide	Stainless Steel	\$3,000
LX6-60	60" Wide	Stainless Steel	\$3,300
LX6-66	66" Wide	Stainless Steel	\$3,600
LX6-72	72" Wide	Stainless Steel	\$3,900
LX6-78	78" Wide	Stainless Steel	\$4,200
LX6-84	84" Wide	Stainless Steel	\$4,500
LX6-90	90" Wide	Stainless Steel	\$4,800
LX6-96	96" Wide	Stainless Steel	\$5,100
LX6-102	102" Wide	Stainless Steel	\$5,400
LX6-108	108" Wide	Stainless Steel	\$5,700
LX6-114	114" Wide	Stainless Steel	\$6,000
LX6-120	120" Wide	Stainless Steel	\$6,300
LX6-126	126" Wide	Stainless Steel	\$6,600
LX6-132	132" Wide	Stainless Steel	\$6,900
LX6-138	138" Wide	Stainless Steel	\$7,200
LX6-144	144" Wide	Stainless Steel	\$7,500
LX6-150	150" Wide	Stainless Steel	\$7,800
LX6-156	156" Wide	Stainless Steel	\$8,100
LX6-162	162" Wide	Stainless Steel	\$8,400
LX6-168	168" Wide	Stainless Steel	\$8,700
LX6-174	174" Wide	Stainless Steel	\$9,000
LX6-180	180" Wide	Stainless Steel	\$9,300
LX6-186	186" Wide	Stainless Steel	\$9,600
LX6-192	192" Wide	Stainless Steel	\$9,900
LX6-198	198" Wide	Stainless Steel	\$10,200
LX6-204	204" Wide	Stainless Steel	\$10,500
LX6-210	210" Wide	Stainless Steel	\$10,800
LX6-216	216" Wide	Stainless Steel	\$11,100
LX6-222	222" Wide	Stainless Steel	\$11,400
LX6-228	228" Wide	Stainless Steel	\$11,700
LX6-234	234" Wide	Stainless Steel	\$12,000
LX6-240	240" Wide	Stainless Steel	\$12,300
LX6-246	246" Wide	Stainless Steel	\$12,600
LX6-252	252" Wide	Stainless Steel	\$12,900
LX6-258	258" Wide	Stainless Steel	\$13,200
LX6-264	264" Wide	Stainless Steel	\$13,500
LX6-270	270" Wide	Stainless Steel	\$13,800
LX6-276	276" Wide	Stainless Steel	\$14,100
LX6-282	282" Wide	Stainless Steel	\$14,400
LX6-288	288" Wide	Stainless Steel	\$14,700
LX6-294	294" Wide	Stainless Steel	\$15,000
LX6-300	300" Wide	Stainless Steel	\$15,300
LX6-306	306" Wide	Stainless Steel	\$15,600
LX6-312	312" Wide	Stainless Steel	\$15,900
LX6-318	318" Wide	Stainless Steel	\$16,200
LX6-324	324" Wide	Stainless Steel	\$16,500
LX6-330	330" Wide	Stainless Steel	\$16,800
LX6-336	336" Wide	Stainless Steel	\$17,100
LX6-342	342" Wide	Stainless Steel	\$17,400
LX6-348	348" Wide	Stainless Steel	\$17,700
LX6-354	354" Wide	Stainless Steel	\$18,000
LX6-360	360" Wide	Stainless Steel	\$18,300
LX6-366	366" Wide	Stainless Steel	\$18,600
LX6-372	372" Wide	Stainless Steel	\$18,900
LX6-378	378" Wide	Stainless Steel	\$19,200
LX6-384	384" Wide	Stainless Steel	\$19,500
LX6-390	390" Wide	Stainless Steel	\$19,800
LX6-396	396" Wide	Stainless Steel	\$20,100
LX6-402	402" Wide	Stainless Steel	\$20,400
LX6-408	408" Wide	Stainless Steel	\$20,700
LX6-414	414" Wide	Stainless Steel	\$21,000
LX6-420	420" Wide	Stainless Steel	\$21,300
LX6-426	426" Wide	Stainless Steel	\$21,600
LX6-432	432" Wide	Stainless Steel	\$21,900
LX6-438	438" Wide	Stainless Steel	\$22,200
LX6-444	444" Wide	Stainless Steel	\$22,500
LX6-450	450" Wide	Stainless Steel	\$22,800
LX6-456	456" Wide	Stainless Steel	\$23,100
LX6-462	462" Wide	Stainless Steel	\$23,400
LX6-468	468" Wide	Stainless Steel	\$23,700
LX6-474	474" Wide	Stainless Steel	\$24,000
LX6-480	480" Wide	Stainless Steel	\$24,300
LX6-486	486" Wide	Stainless Steel	\$24,600
LX6-492	492" Wide	Stainless Steel	\$24,900
LX6-498	498" Wide	Stainless Steel	\$25,200
LX6-504	504" Wide	Stainless Steel	\$25,500
LX6-510	510" Wide	Stainless Steel	\$25,800
LX6-516	516" Wide	Stainless Steel	\$26,100
LX6-522	522" Wide	Stainless Steel	\$26,400
LX6-528	528" Wide	Stainless Steel	\$26,700
LX6-534	534" Wide	Stainless Steel	\$27,000
LX6-540	540" Wide	Stainless Steel	\$27,300
LX6-546	546" Wide	Stainless Steel	\$27,600
LX6-552	552" Wide	Stainless Steel	\$27,900
LX6-558	558" Wide	Stainless Steel	\$28,200
LX6-564	564" Wide	Stainless Steel	\$28,500
LX6-570	570" Wide	Stainless Steel	\$28,800
LX6-576	576" Wide	Stainless Steel	\$29,100
LX6-582	582" Wide	Stainless Steel	\$29,400
LX6-588	588" Wide	Stainless Steel	\$29,700
LX6-594	594" Wide	Stainless Steel	\$30,000
LX6-600	600" Wide	Stainless Steel	\$30,300
LX6-606	606" Wide	Stainless Steel	\$30,600
LX6-612	612" Wide	Stainless Steel	\$30,900
LX6-618	618" Wide	Stainless Steel	\$31,200
LX6-624	624" Wide	Stainless Steel	\$31,500
LX6-630	630" Wide	Stainless Steel	\$31,800
LX6-636	636" Wide	Stainless Steel	\$32,100
LX6-642	642" Wide	Stainless Steel	\$32,400
LX6-648	648" Wide	Stainless Steel	\$32,700
LX6-654	654" Wide	Stainless Steel	\$33,000
LX6-660	660" Wide	Stainless Steel	\$33,300
LX6-666	666" Wide	Stainless Steel	\$33,600
LX6-672	672" Wide	Stainless Steel	\$33,900
LX6-678	678" Wide	Stainless Steel	\$34,200
LX6-684	684" Wide	Stainless Steel	\$34,500
LX6-690	690" Wide	Stainless Steel	\$34,800
LX6-696	696" Wide	Stainless Steel	\$35,100
LX6-702	702" Wide	Stainless Steel	\$35,400
LX6-708	708" Wide	Stainless Steel	\$35,700
LX6-714	714" Wide	Stainless Steel	\$36,000
LX6-720	720" Wide	Stainless Steel	\$36,300
LX6-726	726" Wide	Stainless Steel	\$36,600
LX6-732	732" Wide	Stainless Steel	\$36,900
LX6-738	738" Wide	Stainless Steel	\$37,200
LX6-744	744" Wide	Stainless Steel	\$37,500
LX6-750	750" Wide	Stainless Steel	\$37,800
LX6-756	756" Wide	Stainless Steel	\$38,100
LX6-762	762" Wide	Stainless Steel	\$38,400
LX6-768	768" Wide	Stainless Steel	\$38,700
LX6-774	774" Wide	Stainless Steel	\$39,000
LX6-780	780" Wide	Stainless Steel	\$39,300
LX6-786	786" Wide	Stainless Steel	\$39,600
LX6-792	792" Wide	Stainless Steel	\$39,900
LX6-798	798" Wide	Stainless Steel	\$40,200
LX6-804	804" Wide	Stainless Steel	\$40,500
LX6-810	810" Wide	Stainless Steel	\$40,800
LX6-816	816" Wide	Stainless Steel	\$41,100
LX6-822	822" Wide	Stainless Steel	\$41,400
LX6-828	828" Wide	Stainless Steel	\$41,700
LX6-834	834" Wide	Stainless Steel	\$42,000
LX6-840	840" Wide	Stainless Steel	\$42,300
LX6-846	846" Wide	Stainless Steel	\$42,600
LX6-852	852" Wide	Stainless Steel	\$42,900
LX6-858	858" Wide	Stainless Steel	\$43,200
LX6-864	864" Wide	Stainless Steel	\$43,500
LX6-870	870" Wide	Stainless Steel	\$43,800
LX6-876	876" Wide	Stainless Steel	\$44,100
LX6-882	882" Wide	Stainless Steel	\$44,400
LX6-888	888" Wide	Stainless Steel	\$44,700
LX6-894	894" Wide	Stainless Steel	\$45,000
LX6-900	900" Wide	Stainless Steel	\$45,300
LX6-906	906" Wide	Stainless Steel	\$45,600
LX6-912	912" Wide	Stainless Steel	\$45,900
LX6-918	918" Wide	Stainless Steel	\$46,200
LX6-924	924" Wide	Stainless Steel	\$46,500
LX6-930	930" Wide	Stainless Steel	\$46,800
LX6-936	936" Wide	Stainless Steel	\$47,100
LX6-942	942" Wide	Stainless Steel	\$47,400
LX6-948	948" Wide	Stainless Steel	\$47,700
LX6-954	954" Wide	Stainless Steel	\$48,000
LX6-960	960" Wide	Stainless Steel	\$48,300
LX6-966	966" Wide	Stainless Steel	\$48,600
LX6-972	972" Wide	Stainless Steel	\$48,900
LX6-978	978" Wide	Stainless Steel	\$49,200
LX6-984	984" Wide	Stainless Steel	\$49,500
LX6-990	990" Wide	Stainless Steel	\$49,800
LX6-996	996" Wide	Stainless Steel	\$50,100
LX6-1002	1002" Wide	Stainless Steel	\$50,400

Page 1 of 4

LX6C COLD

DESCRIPTION: Front counter, integrated for refrigeration in other applications. This unit is designed for use in a variety of applications including food service, retail, and institutional. The unit is designed to be installed in a cabinet and is available in a variety of finishes and colors. The unit is designed to be installed in a cabinet and is available in a variety of finishes and colors.

FEATURES:

- 1/2" stainless steel exterior
- 1/2" stainless steel interior
- 1/2" stainless steel shelves
- 1/2" stainless steel drawers
- 1/2" stainless steel doors
- 1/2" stainless steel handles
- 1/2" stainless steel feet
- 1/2" stainless steel top
- 1/2" stainless steel bottom
- 1/2" stainless steel sides
- 1/2" stainless steel back
- 1/2" stainless steel front

MODEL	DESCRIPTION	FINISH	PRICE
LX6C-18	18" Wide	Stainless Steel	\$1,200
LX6C-24	24" Wide	Stainless Steel	\$1,500
LX6C-30	30" Wide	Stainless Steel	\$1,800
LX6C-36	36" Wide	Stainless Steel	\$2,100
LX6C-42	42" Wide	Stainless Steel	\$2,400
LX6C-48	48" Wide	Stainless Steel	\$2,700
LX6C-54	54" Wide	Stainless Steel	\$3,000
LX6C-60	60" Wide	Stainless Steel	\$3,300
LX6C-66	66" Wide	Stainless Steel	\$3,600
LX6C-72	72" Wide	Stainless Steel	\$3,900
LX6C-78	78" Wide	Stainless Steel	\$4,200
LX6C-84	84" Wide	Stainless Steel	\$4,500
LX6C-90	90" Wide	Stainless Steel	\$4,800
LX6C-96	96" Wide	Stainless Steel	\$5,100
LX6C-102	102" Wide	Stainless Steel	\$5,400
LX6C-108	108" Wide	Stainless Steel	\$5,700
LX6C-114	114" Wide	Stainless Steel	\$6,000
LX6C-120	120" Wide	Stainless Steel	\$6,300
LX6C-126	126" Wide	Stainless Steel	\$6,600
LX6C-132	132" Wide	Stainless Steel	\$6,900
LX6C-138	138" Wide	Stainless Steel	\$7,200
LX6C-144	144" Wide	Stainless Steel	\$7,500
LX6C-150	150" Wide	Stainless Steel	\$7,800
LX6C-156	156" Wide	Stainless Steel	\$8,100
LX6C-162	162" Wide	Stainless Steel	\$8,400
LX6C-168	168" Wide	Stainless Steel	\$8,700
LX6C-174	174" Wide	Stainless Steel	\$9,000
LX6C-180	180" Wide	Stainless Steel	\$9,300
LX6C-186	186" Wide	Stainless Steel	\$9,600
LX6C-192	192" Wide	Stainless Steel	\$9,900
LX6C-198	198" Wide	Stainless Steel	\$10,200
LX6C-204	204" Wide	Stainless Steel	\$10,500
LX6C-210	210" Wide	Stainless Steel	\$10,800
LX6C-216	216" Wide	Stainless Steel	\$11,100
LX6C-222	222" Wide	Stainless Steel	\$11,400
LX6C-228	228" Wide	Stainless Steel	\$11,700
LX6C-234	234" Wide	Stainless Steel	\$12,000
LX6C-240	240" Wide	Stainless Steel	\$12,300
LX6C-246	246" Wide	Stainless Steel	\$12,600
LX6C-252	252" Wide	Stainless Steel	\$12,900
LX6C-258	258" Wide	Stainless Steel	\$13,200



REMODEL AND UPGRADE FOR
**PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN**
 1608 E BURNET ST
 CARMELO CA 95010

PVRPD
 APR: 18/24/19-090

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMITTING	04/18/2019
2	ISSUE FOR PERMITTING	04/18/2019
3	ISSUE FOR PERMITTING	04/18/2019
4	ISSUE FOR PERMITTING	04/18/2019
5	ISSUE FOR PERMITTING	04/18/2019
6	ISSUE FOR PERMITTING	04/18/2019
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98	ISSUE FOR PERMITTING	04/18/2019
99	ISSUE FOR PERMITTING	04/18/2019
100	ISSUE FOR PERMITTING	04/18/2019

APR NO. 24/2019
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT MANAGER: [Name]
 PERMITS: [Name]

PHOTOS (E)

A-901



A. EXISTING OVEN AND HOOD
B. EXISTING OVEN AND HOOD
C. EXISTING COOKTOP(LEFT)
D. EXISTING FLOOR RECEPTACLES
E. EXISTING FLOOR OUTLET AND DRAIN
F. EXISTING FLOOR OUTLET AND FLOOR SINK

G. EXISTING SINK TO BE REPLACED/DEMOLISHED
H. EXISTING SINKS TO BE DEMOLISHED
I. EXISTING DRAINWALKER TO BE REPLACED
J. EXISTING UNDERGROUND GREASE TRAP
K. EXISTING PERMIT
L. EXISTING FRYE

M. EXISTING FOOD PREP AREA TO REMAIN
N. EXISTING UTENSIL SINK
O. EXISTING HAND SINK AND ICEMACHINE
P. EXISTING CABINETS TO BE REPLACED
Q. EXISTING FLOOR WATER SUPPLY
R. EXISTING FLOOR WATER SUPPLY

S. EXISTING FLOOR SINK
T. EXISTING FLOOR WATER SUPPLY
U. PROPOSED OPENING AREA TOWARD CLASS ROOM
V. PROPOSED OPENING AREA TOWARD CLASS ROOM



REMODEL AND UPGRADE FOR
 PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN
 1100 BURBULEY ST
 CARMELO CA 95010

PVRPD
 APN: 155-0-01-020

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	08/20/2023
2	ISSUE FOR PERMIT	08/20/2023
3	ISSUE FOR PERMIT	08/20/2023
4	ISSUE FOR PERMIT	08/20/2023
5	ISSUE FOR PERMIT	08/20/2023

NO.	DESCRIPTION	DATE
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3	ISSUE FOR PERMIT	08/20/2023
4	ISSUE FOR PERMIT	08/20/2023
5	ISSUE FOR PERMIT	08/20/2023

FINISH MATERIALS
 A-902

1. INT. PERSPECTIVE VIEW 01

2. INT. PERSPECTIVE VIEW 02

REFERENCE IMAGE 01

GAS RANGE

REFERENCE IMAGE 02

STAINLESS WORK TABLE WITH SHELVES

REFERENCE IMAGE 03

STAINLESS CABINET

REFERENCE IMAGE 04

CEILING MOUNT CAMERA

WALL TILE
 PINKISH-TAN CERAMIC 5x5

FLOOR TILE
 ASHEN C2-A
 12x12

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02



www.pvrpd.org • 805-482-1996

**RFP RELEASE DATE:
May 10, 2021**

**PROPOSALS DUE:
June 14, 2021 9:30 A.M**

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

BID OPENING: June 14, 2021, AT 9:45 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02

FISCAL YEAR 2020-2021

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02

FISCAL YEAR 2020-2021

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

FOR THE

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

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, up to the hour of 9:30 a.m. on June 14, 2021 at which time they will be publicly opened and read aloud in the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, for performing the following work:

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

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

The words "**COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 21-02**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **May 24, 2021 at 9:30 A.M.**, at the project site, 1605 E Burnley St. Camarillo, CA 93010.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said **COMMUNITY CENTER KITCHEN REMODEL**. The work will take place at 1605 E. Burnley St Camarillo CA 93010 and Contract Documents, by reference, made a part hereof. **COMMUNITY CENTER KITCHEN REMODEL is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

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

COMPLETION OF WORK: All work to be done under this contract shall be completed within **One-Hundred Twenty-Five (125) consecutive working days and all Invoices will be turned in by February 28, 2022** on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

PROJECT TIMELINE:

Request for Bid Proposals released,	May 10, 2021	
Mandatory job walk,	May 24, 2021	9:30 am
Questions in by,	June 7, 2021	10:00 pm
Proposals must be received by,	June 14, 2021	9:30 am
Contract award,	July 7, 2021	
Project start date approx.	July 26, 2021	
Project completion date no later than,	November 28, 2021	

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

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District’s website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of California and any amendments thereto, the undersigned bidder has set forth on the

form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

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

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

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

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

BID REGISTRATION: Only registered plan holders will be permitted to submit a bid for the COMMUNITY CENTER KITCHEN REMODEL. To register to bid on this project, email the Parks Services Manager at bobc@pvrpd.org 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 21-02**

BID QUESTIONS: All bid questions shall be submitted by email to both the **Park Services Manager** at bobc@pvrpd.org and **Architect Mark Petit** at mark.petit@la-arch.com **no later than June 7, 2021, at 10:00 a.m.** for the benefit of all proposed bidders; in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Only registered plan holders will be permitted to submit a bid for the COMMUNITY CENTER KITCHEN REMODEL. To register to bid on this project, email Bob Cerasuolo, Park Services Manager, at bobc@pvrpd.org at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 21-02.**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 21-02.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a

unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

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

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

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the COMMUNITY CENTER KITCHEN Remodel project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the COMMUNITY CENTER KITCHEN Remodel project.

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory

evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

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

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

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

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02

FISCAL YEAR 2020-2021

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
COMMUNITY CENTER KITCHEN REMODEL**

SPEC NO. 21-02

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment, and incident insurance necessary therefor, in accordance with the specifications therefor known as "**COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 21-02**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 21-02**", for the sum set forth in the following schedule:

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 21-02**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Demolition					
4.	Concrete Flooring Cutting and Patching					
5.	Common Work Results for Electrical					
6.	Lighting (New)					
7.	Grounding and Bonding					
8.	Underground Ducts and Raceways for Electrical System					
9.	Installation of Mechanical General Requirements					
10.	Plumbing Floor Drains					
11.	Plumbing Fixtures and Equipment					
12.	Grease Trap (Replace)					
13.	Cabinets					
14.	Stainless Steel Shelving					
15.	Installation for Partition Wall					

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Prepping for painting of Doors and Trim					
17.	Prepping for painting of Walls and ceiling					
18.	Installation of Appliances					
19.	Stainless steel around the sinks to County spec's					
20.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

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

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

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

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

DATED _____ AT _____

COMPANY NAME _____

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

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

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed by Bidder and Submitted with Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 2021, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least Three (3) completed Facilities within the last Five (5) years.

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

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

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

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

Date of Inspection: _____

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

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

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the COMMUNITY CENTER KITCHEN REMODEL.

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

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

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

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

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

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 21-02" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

ARTICLE III: All work to be done under this contract shall be completed within **One-Hundred Twenty-Five (125) consecutive working days**, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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

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

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies that it is in compliance with such provisions.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated _____, 2021

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2021

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 21-02;**

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this__ day of _____, 2021

_____ **PRINCIPAL**

_____ **SURETY**

Address of Surety: _____

_____ CITY STATE ZIP

_____ TELEPHONE

BY: _____

(PRINCIPAL SEAL)

BY: _____

(PRINCIPAL SEAL)

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

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

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02

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

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

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

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

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

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

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

_____ CONTRACTOR _____ SURETY

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

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

LOCATION OF WORK: The work will take place at 1605 E. Burnley St, in Camarillo, California

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

COMMUNITY CENTER KITCHEN REMODEL SPEC NO. 21-02

1. GENERAL

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

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

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

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

C. SCOPE AND CONTROL OF THE WORK:

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

2.5 PLANS AND SPECIFICATIONS

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

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

2-5.4 Record Drawings.

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

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

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

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within One Hundred Twenty-Five (125) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. CHANGES IN WORK:

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

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

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

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

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

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

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

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

R. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

S. CONFERENCES AND MEETING: When and as directed by the Project Manager, the Contractor shall attend all conferences and meetings that the Project Manager deems necessary for the proper progress of work under this contract.

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed

portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

“20104. Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.”

“20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties.

If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

W. WORKING HOUR RESTRICTIONS: Eight hours' labor is a legal day's work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the COMMUNITY CENTER KITCHEN REMODEL area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, grass, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged, or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Project Manager may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Project Manager point out the inadequacy of warning and protective measures, such action on the part of the Project Manager shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Project Manager with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Project Manager.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Project Manager. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Project Manager. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed

therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Project Manager, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the COMMUNITY CENTER KITCHEN REMODEL, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

E. DELAYS: The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Project Manager based on Contractor's request as submitted to the Project Manager at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

"The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 7:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Project Manager.

In the event work is allowed by the Project Manager outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Project Manager as a matter of public safety or to otherwise ensure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time unless approved by the District. If the contractor is approved by the District to store equipment and/or material onsite the contractor will install and maintain a 6-foot fence around the Work Area for improved safety and security. The fence must be locked when personnel for contractor are not present. Signs shall be posted and maintained on each side of the perimeter of the fencing to warn the public of safety risks and prohibiting trespassing. If an offsite location is chosen and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Project Manager, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Project Manager, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Project Manager. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Project Manager or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Project Manager or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE DISTRICT: The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, Portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. **RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.**

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Project Manager.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot-wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Project Manager.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Project Manager.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and

holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Project Manager for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

**APPENDIX A
TECHNICAL PROVISIONS**

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 21-02**

APPENDIX B

CONSTRUCTION DRAWINGS

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

TO: BOARD OF DIRECTORS

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

DATE: May 5, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF A PARK
IMPACT FEE TO BE LEVIED BY THE CITY OF
CAMARILLO ON BEHALF OF THE PARK DISTRICT
ON CERTAIN SPECIFIC BUILDING DEVELOPMENTS
WITHIN THE CITY OF CAMARILLO**

SUMMARY

As part of the fiscal year 20-21 budget process, staff was given Board approval to research the implementation of a development impact fee program that would be imposed on non-subdivided developments within the City of Camarillo ("City"). As Quimby fees are currently assessed on new residential development projects that include subdividing existing parcels, this proposed fee would only be imposed on new development projects that are not subject to the Quimby Act. The primary objective of this fee program is to offset the impact of new development on existing and future District resources. Since the District does not have land-use authority, it must be done in conjunction with the City. City and District staff have worked together to iron out the finer points with the District's impact fee consultant, SCI Consulting Group, who prepared the study. Prior to the City's adoption of the fee, the District Board must approve the study and proposed fee structure.

BACKGROUND

Since 2014, the City has approved seven subdivided residential developments subject to the Quimby Act. The Quimby Act provides a fee payable to PVRPD to offset the impact the new residents will have on the District's park system. During the same period, the City approved twenty-three non-subdivided residential, commercial, and industrial developments. None of these developments are subject to the Quimby Act, therefore the District does not receive any funding to offset the impact of these developments. To respond to this, District staff began discussing the concept of an impact fee to be levied on these developments with City staff. The idea was presented to the City Council during a study session and was given tacit support provided the District fund a nexus study to justify the program. Subsequently, the District issued a request for proposals for the development of a nexus study and, in April 2020, selected SCI Consulting Group to prepare the study. After considerable review, District staff presented the completed study to City staff in February 2021 and then to the City's Economic Development and Land Use Committee on March 31st. With their approval, the study now moves to the District's Board of Directors.

ANALYSIS

As the nexus study is substantially a long-form analysis of this fee program, this report will only highlight the key items from within the study.

As the District faces a deficiency in park space, tying new development to a fee program specifically dedicated to the creation of new parks and recreational resources is one of the most direct ways to alleviate further stresses caused by these new developments. While the Quimby Act covers developments that are subdivided, the Mitigation Fee Act found in GC § 66000 et seq provides for other fees that may be levied on developments other than those residential development that require subdivisions. As a part of the Mitigation Fee Act, there are legal and policy requirements which must be met prior to the creation of a new fee on property not currently subject to the City of Camarillo's Quimby ordinance. These requirements, which are addressed in the study with specific findings, are as follows:

- The fee must have a **purpose**.
- The fee must fund a specific **use**.
- There must be a reasonable relationship between the fee's use and the type of project on which the fee is imposed ("**benefit relationship**.")
- There must be a reasonable relationship between the need for parks and recreational facilities and the type of project on which the fee is imposed ("**impact/need relationship**.")
- There must be a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed ("**rough proportional relationship**.")

It is also important to note that the fee may not fund **existing** deficiencies but only those exacerbated by increased demand due to new development projects.

The methodology used to develop the proposed fee program is a District-wide per capita standard-based methodology which determined the cost components of the study based on the District's existing level of service ("LOS") standards on a per capita basis. As the proposed fee program applies to both residential and non-residential developments, this data was applied in two distinct ways. For the residential park impact fee, the total per capita costs are applied to three residential land use categories according to their respective dwelling unit occupancy factor to establish a cost/fee per new dwelling unit. For the non-residential park impact fee, an equivalent cost per employee is determined and applied to three non-residential land uses according to their respective employment density factors to establish a cost/fee per square foot of new non-residential building area.

Through the above methodology and thorough analysis of the District's and City's current regulatory environments, the study made the following key findings:

1. The Quimby Act requirements do not apply to existing residential lots, minor subdivisions that do not seek building permits within four years of receiving parcel map approval, or any non-residential development projects.
2. For subdivided residential land, the District receives the dedication of land, payment of fees-in-lieu of land, or combination thereof under the Quimby Act and City Municipal

Code Chapter 18.30. The average Quimby in-lieu fee is approximately \$8,300 per single-family lot.

3. According to the City’s General Plan, the goal is to provide 5.0 acres of neighborhood parks and community for every 1,000 residents.
4. Based on the District’s current population and existing park acres, the District’s existing level of service is 3.56 acres of developed parks for every 1,000 residents.
5. Consistent with the Act’s nexus requirements, this Nexus Study demonstrates a reasonable relationship between new development, the amount of the proposed fee, and parks and recreational facilities funded by the fee.
6. The District may approve, and the City may adopt the fees in Figure 1 at or below the maximum levels determined by this Nexus Study. If the District and City choose to adopt lower fees, the adopted fee for each land use category must be reduced by the same percentage.

FIGURE 1 – MAXIMUM PARK IMPACT FEE SCHEDULE

Land Use Category	Unit ¹	Maximum Park Impact Fee ²
Single-Family Housing	DU	\$6,983
Multi-Family Housing	DU	\$4,914
Mobile Homes	DU	\$4,326
Accessory Dwelling Units	See Note 3	
Retail/Commercial	BSQFT	\$0.35
Office	BSQFT	\$0.55
Industrial	BSQFT	\$0.24
Notes:		
¹ DU means dwelling unit; BSQFT means building square feet.		
² See Figures 8 and 13 from the Nexus Study.		
³ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall be imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.		

The process by which these fees are calculated involves establishing the District’s current level of service (LOS). As the population drives the need for parks and recreational services, a per-capita calculation is appropriate for the needs of this study. Current District population numbers approximately 72,000 residents and is projected to rise to 82,205 residents by 2040. As the District currently possesses 256.05 acres of park facilities and 2.00 miles of trails, the current per capita LOS is 3.56 acres of park facilities and 0.03 miles of trails per 1,000 residents. However, the City’s General Plan standard for park facilities is 5.0 acres per 1,000 residents. Thus, for the District to maintain its current LOS with anticipated population growth, 36.33 acres of developed park space and 0.29 miles of trails will need to be added to the system. A further 140.28 acres of developed park space would need to be added for the District to meet the 5.0 acre per 1,000 resident standard set within the General Plan. To achieve this goal, the District will need to fund the development of new resources with additional funding outside its existing budget.

This LOS calculation underpins the legal requirement that impact fees be reasonably related to the cost of the programs they fund. In this case, it is determined that the cost to provide the current LOS to the community is \$455,500 per acre. Thus the per capita cost for providing 3.56 acres per 1,000 residents is \$1,621.58 per capita. Trail costs per capita follow the same calculation albeit at \$300,000 per mile, which leads to an \$8.40 cost per capita for developing paved trails within the District. Additionally, the community has available for use six recreation facilities totaling 40,592 square feet of useable space. Therefore, the existing LOS for community use facilities stands at 563.8 square feet per 1,000 residents. Extrapolating from the projected cost of the 30,728 square foot planned expansion to the community center (\$34 million), the per capita cost of constructing new facilities to serve the community is \$630.89. These per capita costs are what are used to create the impact fee cost components. Combined with a 4% administrative addition (which is legally allowable to offset costs of administering the program) determines a total per capita cost of \$2,351.30.

The above per-capita calculation is used to prove the reasonableness of the fee program to the cost of the programs it funds. However, the developments upon which the fee is levied must also bear a reasonable connection to the cost of the programs they fund. As residential developments will impact the park system differently from industrial and commercial development projects, these fees would be calculated differently depending on the type of construction. Additionally, each category can be further divided into subcategories. Residential development will have the greatest impact on District resources, and is divided into four categories: Single-Family Housing, Multi-Family Housing, Mobile Home, and Accessory Dwelling Units (ADUs). As this fee program is forward looking, fees levied on these subcategories are determined by creating occupancy factors based on data from the 2015-2019 American Community Survey 5-Year Estimate for the Camarillo-County Subdivision, which is representative of the District. These factors are included in the table below.

Figure 7 – Dwelling Unit Occupancy Factor

Land Use Categories	Occupied Dwelling Units	Total Number of Occupants	Dwelling Unit Occupancy Factor
Calc	a	b	c=b/a
Single-Family Housing	19,263	57,115	2.97
Multi-Family Housing	4,579	9,581	2.09
Mobile Homes	885	1,629	1.84
Average (2010 Census)	24,727	68,325	2.76

Using the established Dwelling Unit Occupancy Factor and the per capita cost developed above, a maximum residential park impact fee can be calculated. By multiplying the per capita cost and the dwelling unit factor, the **maximum fee for Single-Family Housing is \$6,983, Multi-Family Housing is \$4,914, and Mobile Homes are \$4,326.** ADUs under 750 square feet are legally exempt from these fees. However, any ADU over 750 square feet would have the fee calculated proportionally based upon the proportion between the square footage of the parcel’s main dwelling and the ADU. For example, the fee for a 750 square foot ADU with a 2,250 square foot single-

family home would be $(750 / 2,250) * \$6,983 = \$2,327$. However, it must be noted that the City is recommending that any fees on ADUs be waived in their entirety.

A key part of this fee program, in addition to the fees on residential properties discussed above, are the fees proposed for non-residential development. As employees who work in the area served by the District will also place demand upon the park system, it is reasonable to expect that further non-residential development would also be subject to the same impact fees, albeit calculated at a proportional rate. To do this, a Residential Equivalent Factor is calculated. Using the District's current park hours, there are 5,840 "Park Hours" available per year. An employee within the District is assumed to have no more than two hours per day, five days a week to use District facilities which figures out to 520 Park Hours available to employees per year. This establishes a Residential Equivalent Factor of 0.09 residents (1 employee = 0.09 residents). However, to further isolate the impact that non-resident employees have upon the District, it is assumed that 75 percent of the employees generated by new non-residential development will reside outside the District. Thus, the Cost per Employee can be calculated as it is in Figure 11 below.

Land Use	Per Capita Costs	Residential Equivalent Factor	Non-resident Employee Factor	Cost per Employee
Calc	a	b	c	d=a*b*c
Nonresidential	\$2,351.30	0.09	0.75	\$157.02

Just as residential development is subcategorized, non-residential development is also broken into subcategories each with differing employment densities. They are Retail/Commercial, Office, and Industrial. Using data for employment density (employees per 1,000 sq. ft.) from the Southern California Association of Government (SCAG), the Maximum Nonresidential Park Impact Fee can be calculated by development type. The cost per employee (\$157.02) is divided by 1,000 square feet then multiplied by the equivalent number of employees per 1,000 square feet. The **maximum fee for Retail/Commercial (2.25 e./1,000 sq. ft.) is \$0.35, Office (3.5 e./1,000 sq. ft.) is \$0.55, and Industrial (1.5 e./1,000 sq. ft.) is \$0.24.** These amounts are multiplied by the total applicable building square footage to determine the total fee to be levied. For example, a 10,000 square foot office development would be assessed a fee of \$3,500.

Regardless of how the fees are developed, there are restrictions on their usage and requirements for the maintenance of their accounts. While like Quimby fees, Park Impact Fees may **NOT** be used to fund parkland acquisition or the renovation of existing facilities that do not add new service capacity. Projects funded by the fees must include new facilities or expanded facilities within existing parks. If the fees are to be used for the renovation of existing facilities, they must be used in proportion to the amount that expanding service capacity as a part of the total project budget. Additionally, the cost of administrative maintenance may also be billed to the fee account. Fees collected should be maintained in a separate fund to avoid comingling of fees and other revenue. Interest earned by this account is also restricted to the same uses as the fees. An annual report (within 180 days of the end of the fiscal year) must be made public with the following information included:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;

- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

FISCAL IMPACT

Assuming that development, both residential and commercial, is maintained at its current rate, the impact fee is expected to conservatively generate \$3.4 million (in 2021 dollars) by 2040. There are specific financial reporting requirements that the District must abide by. As noted above, District staff must make an annual report at a public meeting that lists the source of fees, the date they were received, and the projects that the fees are expected to fund.

RECOMMENDATION

It is recommended that the Board make a MOTION to approve the maximum fees as stated in the Park Impact Fee Nexus Study and refer the study and fees to the Camarillo City Council for review and the approval of the program's implementation.

ATTACHMENTS

- 1) Park Impact Fee Nexus Study (43 pages)
- 2) Resolution No. 673 (4 pages)



PLEASANT VALLEY RECREATION AND PARK DISTRICT

PARK IMPACT FEE NEXUS STUDY

APRIL 2021
FINAL REPORT

PREPARED FOR:

**BOARD OF DIRECTORS
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

AND

**CITY COUNCIL
CITY OF CAMARILLO**

PREPARED BY:


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PLEASANT VALLEY RECREATION AND PARK DISTRICT

BOARD OF DIRECTORS

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Mary Otten

ADMINISTRATIVE SERVICES MANAGER

Leo Young

IMPACT FEE CONSULTANT

Blair Aas, SCI Consulting Group

ACKNOWLEDGMENTS

This Park Impact Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with the Pleasant Valley Recreation and Park District. The work was accomplished under the general direction of Mary Otten, General Manager for the District.

We would like to acknowledge the special efforts made by individuals and organizations to this project:

Anthony Miller, Pleasant Valley Recreation and Park District

Joseph Vacca, City of Camarillo

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EXECUTIVE SUMMARY

INTRODUCTION

This Park Impact Fee Nexus Study (“Nexus Study”) was prepared pursuant to the “Mitigation Fee Act,” as found in Government Code § 66000 et seq. The purpose of this Nexus Study is to establish the legal and policy basis for the imposition of a new park impact fee program on new development not subject to the City of Camarillo (“City”) Quimby ordinance. The park impact fee would fund the one-time cost of expanding the District’s parks and recreational facilities in order to meet the impact of new development.

The Quimby Act and the City Quimby Ordinance authorize the City, on behalf of the District, 1) to require the dedication of parkland in the amount of 217.8 square feet per resident, 2) the payment of fees in lieu of a parkland dedication (“Quimby in-lieu fees”), 3) or a combination thereof for new residential subdivisions.¹ Recent Quimby in-lieu fees for the District have averaged approximately \$8,300 per single-family lot, based on a fair market land value of \$12.00 per square foot.

Quimby Act land dedication and in-lieu fee requirements apply to parcels created by a major residential subdivision (five or more parcels). They may also apply to parcels created by a minor residential subdivision (four parcels or less), but only if a building permit is requested within four years of the approval of the parcel map. The Quimby Act requirements do not apply to 1) existing residential lots, 2) minor subdivisions that do not seek building permits within four years of receiving parcel map approval, 3) or any nonresidential development projects.

Residents who will occupy future residential units that are not subject to the City’s Quimby Ordinance will nonetheless create demand for park and recreational facilities. Similarly, but to a lesser extent, employees who work in future nonresidential projects will also impact park facilities (lunchtime activity and picnic areas, before and after work activities, sports leagues, and other recreational activities). To address this demand, the District requests that the City adopt and collect a park impact fee from new development projects that are not subject to the Quimby Act.

For purposes of this Nexus Study, “parks” shall mean mini-parks, neighborhood parks, community parks, and trails. The term “recreational facilities” shall mean, but not be limited to, playground equipment, fields, courts, shade structures, restrooms buildings, and community use buildings.

¹ California Government Code Section 66477 and Camarillo Municipal Code Chapter 18.30.

In order to impose such fees, this Nexus Study will demonstrate that a reasonable relationship or “nexus” exists between new development and the need for additional parks and recreational facilities with the District as a result of new development. More specifically, this Nexus Study will present findings in order to meet the substantive requirements of the Act, which are as follows:

- Identify the **purpose** of the fee.
- Identify the **use** to which the fee is to be put. If the use is funding public facilities, the facilities must be identified. Identifying the public facilities may be a broad class of projects², or made by reference to a capital improvement plan, made in applicable general or specific plan requirements, or made in other public documents³.
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed (“**benefit relationship**”).
- Determine how there is a reasonable relationship between the need for parks and recreational facilities and the type of development project on which the fee is imposed (“**impact relationship**”).
- Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (“**proportional relationship**”).

Additionally, the Act specifies that the fee shall not include costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the general plan.

Since the Act also prohibits development impact fees from being used to fund existing deficiencies in public facilities, the fees must be used to fund only new or expanded parks and recreational facilities that add to the District's park and recreational service capacity.

The use of fee proceeds for rehabilitation of existing parks and recreational facilities is limited in that they may only cover the portion of an improvement that expands service capacity. For example, suppose the District planned to replace a shade structure with an existing park with a significantly larger shade structure. In that case, park impact fee proceeds could fund the portion equal to the percentage increase in the square footage of the larger shade

² According to Government Code § 66000(b) and validated by Homebuilders Association of Tulare/Kings Counties, Inc. v. City of Lemoore in 2010.

³ According to Gov't Code Section 66001(a)(2).

structure or by another reasonable measurement of facility capacity. (See Figure 9 for more information.)

METHODOLOGY / APPROACH

To establish the park impact fee program consistent with the **substantive requirements** of the Act, this Nexus Study utilizes a districtwide, per capita standard-based methodology. A standard-based methodology is the most used method for the calculation of park impact fees. It was also upheld by the Homebuilders Association of Tulare/Kings Counties, Inc. v. City of Lemoore in 2010.

Under this method, the cost components are based on the District's existing level of service ("LOS") standards and defined on a per capita basis. For the residential park impact fee, the total per capita costs are applied to three residential land use categories according to their respective dwelling unit occupancy factor to establish a cost/fee per new dwelling unit. For the nonresidential park impact fee, an equivalent cost per employee is determined and applied to three nonresidential land uses according to their respective employment density factors to establish a cost/fee per square foot of new nonresidential building area.

It is important to note that the maximum park impact fee determined by this Nexus Study is not directly influenced by the District's level of development. The park impact fee is determined with an open-end approach based on the District's level of service standards rather than a definite facility plan and a definite level of future development. Therefore, if the actual level of development is significantly higher or lower rate than projected, no revision of the park impact fee program would be necessary.

The Nexus Study also details the **procedural requirements** for the adoption of the Nexus Study and updated park impact fee program ("fee program"). Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition and collection of the fee are provided in the last two sections of the Nexus Study.

SUMMARY OF KEY FINDINGS

The following key findings are presented:

1. The Quimby Act requirements do not apply to existing residential lots, minor subdivisions that do not seek building permits within four years of receiving parcel map approval, or any nonresidential development projects.

2. For subdivided residential land, the District receives the dedication of land, payment of fees-in-lieu of land, or combination thereof under the Quimby Act and City Municipal Code Chapter 18.30. The average Quimby in-lieu fee is approximately \$8,300 per single-family lot.
3. According to the City's General Plan, the goal is to provide 5.0 acres of neighborhood parks and community for every 1,000 residents.
4. Based on the District's current population and existing park acres, the District's existing level of service is 3.56 acres of developed parks for every 1,000 residents.
5. Consistent with the Act's nexus requirements, this Nexus Study demonstrates a reasonable relationship between new development, the amount of the proposed fee, and parks and recreational facilities funded by the fee.
6. The District may approve, and the City may adopt the fees in Figure 1 at or below the maximum levels determined by this Nexus Study. If the District and City choose to adopt lower fees, the adopted fee for each land use category must be reduced by the same percentage.

FIGURE 1 – MAXIMUM PARK IMPACT FEE SCHEDULE

Land Use Category	Unit ¹	Maximum Park Impact Fee ²
Single-Family Housing	DU	\$6,983
Multi-Family Housing	DU	\$4,914
Mobile Homes	DU	\$4,326
Accessory Dwelling Unit	See Note 3	
Retail / Commercial	BSQFT	\$0.35
Office	BSQFT	\$0.55
Industrial	BSQFT	\$0.24

Notes:

¹ DU means dwelling unit; BSQFT means building square feet.

² See Figures 8 and 13.

³ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

SUMMARY OF KEY RECOMMENDATIONS

Based on the findings presented in the Nexus Study, the following key recommendations are presented:

1. The park impact fee should be collected from new development not subject to the City Municipal Code Chapter 18.30.
2. The cost estimates presented in this Nexus Study are in January 2021 dollars. The park impact fee should be adjusted automatically without further action by the District Board or the City Council on the first day of each fiscal year by the previous calendar percentage change in the Engineering News-Record Construction Cost Index (20-City Average) or its successor publication.

EXISTING PARK FACILITIES AND LEVEL OF SERVICE STANDARDS

This Nexus Study utilizes a per capita-standard based methodology to determine the park impact fee because the need for and demand for park and recreational services is driven by its service population. Using this open-ended approach, park and recreational facility costs are reduced to a cost per capita based on the District's existing LOS standards for such facilities. This section first determines the District's LOS standard for park and recreational facilities. Then, the per capita cost for park and recreational facilities for the District is established based on their respective LOS standard and the estimated development cost per acre.

POPULATION PROJECTION

Figure 2 presents the District's current and projected population through 2040. The District's current population was determined using figures from the Ventura County Assessor's Lien Roll as of July 2020. The District's 2040 population was projected based on figures from the Southern California Association of Governments ("SCAG"), which results in an annual growth rate of 0.7, or about 210 housing units per year. As shown below, it is estimated that the District's population, as of January 2021, is approximately 72,000. It is projected that the District will grow by 10,205 residents to a household population of 82,205 by 2040.

FIGURE 2 – CURRENT AND PROJECTED DISTRICT POPULATION

Population Projection	2021	2025	2030	2035	2040	Growth 2020 thru 2040
Pleasant Valley RPD	72,000	74,038	76,666	79,387	82,205	10,205

Source: 2016.2040 RTP/SCS Final Growth Forecast by Jurisdiction; SCI Consulting Group

LEVEL OF SERVICE STANDARDS

Figure 3 below presents a summary of the District's existing and master plan level of service standards for developed parks and trails.

FIGURE 3 – LEVEL OF SERVICE STANDARDS

Type of Park	Existing Facilities	Level of Service ("LOS") Standard per 1,000 residents		
		District Master Plan	Existing	Nexus Study
	<u>Acres</u>		<u>(Acres per 1,000 Residents)</u>	
Developed Parks	256.05	5.00	3.56	3.56
	<u>Miles</u>		<u>(Miles per 1,000 Residents)</u>	
Developed Trails	2.00	NA	0.03	0.03

Source: Pleasant Valley Recreation and Park District

DEVELOPED PARKS

According to the City's General Plan, neighborhood parks are typically a combination of playground and park designed primarily for non-supervised, non-organized recreational activities. They are typically 2 – 10 acres in size. Community parks, ranging from 10 acres to 100 acres in size, are designed for organized groups or team sports while also providing facilities for individual and family activities.

The District has a total of twenty-one developed neighborhood parks and seven developed community parks totaling 256.05 acres, or 3.56 acres for every 1,000 residents. However, the City's General Plan standard for developed parks is 5.0 acres per 1,000 residents. Therefore, to accommodate the anticipated population growth of 10,205 new residents by 2040, an additional 36.33 acres of developed park area will be required in order to maintain its existing level of service and 140.28 additional acres needed to achieve the 5 acres per 1,000 resident standard.

DEVELOPED TRAILS

The District owns and maintains 2.00 miles of trails (or 0.03 acres for every 1,000 residents) within the District. It is the District's intention to maintain its existing level of service of trails. Therefore, to accommodate the anticipated population growth of 10,205 new residents by 2040, 0.29 miles of developed trails will be required to maintain its existing service level.

To achieve the General Plan goal, the District will need to fund existing development share of needed parks and any other improvements not identified with other funding sources. Other potential sources of funds include, but are not limited to, a general obligation bond measure, state and federal grants, the District's general fund, and existing or new special tax and assessment proceeds, if allowable.

PER CAPITA COST COMPONENTS

The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of park and recreational facilities attributable to the new development on which the fee is imposed. This section presents the calculation of the total cost per capita for developed parks based on the District's existing level of service for such facilities.

PARK DEVELOPMENT COST PER CAPITA

Figure 3 below calculates the per capita cost of developing new parks in the District. As presented, the 3.56 acres per 1,000 population existing standard is multiplied by the estimated average per acre cost for park development to arrive at a per capita cost. The average park development cost per acre shown represents the weighted average construction cost per acre (in 2021 dollars) for neighborhood and community parks. Besides those listed for typical parks in Appendix A, other facilities, such as community use facilities and trails, are included as separate cost components.

FIGURE 3 – PARK DEVELOPMENT COST PER CAPITA

Cost Component	Acres per 1,000	Acres per	Average	Cost per
	Population ¹	Capita ¹	Development	
Calc	a	b = a / 1,000	c	d = b * c
Developed Parks	3.56	0.00356	\$455,500	\$1,621.58

Source: Pleasant Valley Recreation and Park District

Notes:

¹ Based on District's existing level of service.

² See Appendix A.

TRAIL DEVELOPMENT COST PER CAPITA

Figure 5 calculates the per capita cost of developing paved trails in the District.

FIGURE 5 – TRAIL DEVELOPMENT COST PER CAPITA

Cost Component	Miles per 1,000	Miles per	Average	Cost per Capita
	Population ¹	Capita ¹	Development	
Calc	a	b = a / 1,000	c	d = b * c
Trails	0.03	0.00003	\$300,000	\$8.40

Source: Pleasant Valley Recreation and Park District; SCI Consulting Group

Notes:

¹ Based on the District's existing level of service for trails.

² Cost estimate assumes a 10 ft. wide asphalt trail.

COMMUNITY USE FACILITIES COSTS PER CAPITA

The residents of the District currently have the use of six community use facilities. As shown in the figure below, the District's six community use facilities provide 40,592 square feet of useable community use space to the District's service population. Therefore, the existing level of service ("LOS") for community use facilities is 563.8 square feet per 1,000 residents.

FIGURE 4 – COMMUNITY USE FACILITIES LEVEL OF SERVICE

Facility	Existing	Current	Existing Sq.
	Space	Population ¹	Ft. Per 1,000
Calc	a	b	c = (a * b) / 1,000
Community Center	17,815	72,000	247.4
Senior Center	3,974	72,000	55.2
Freedom Center	6,638	72,000	92.2
Freedom Gymnasium	10,065	72,000	139.8
Nature Center	1,200	72,000	16.7
Dos Caminos Center	900	72,000	12.5
Total Community Use Facilities	40,592		563.8

Source: Pleasant Valley Recreation and Park District

Notes:

¹ See Figure 3.

The District is planning a 30,728 square foot expansion of the District's community center. The estimated construction cost in 2021 dollars for the combined project is over \$34 million. Based on the District's architect's recent cost estimates, the construction cost of \$1,119 per square foot, the cost of a new community center to serve new development is \$630.89 per capita, shown below. The construction cost estimate for the project by LPA is provided in Appendix A.

FIGURE 5 – COMMUNITY USE FACILITIES COST PER CAPITA

Cost Component	LOS Standard ¹	Estimated Cost	
		Per Sq. Ft. ²	Cost per Capita
Calc	a	b	c = (a * b) / 1,000
Community Center	563.83 sq. ft. per 1,000 pop.	\$1,119	\$630.89

Notes:

¹ See Figure 4.

² See Appendix A for cost details.

The District will need to fund existing development share of these improvements and any other improvements not currently identified with other funding sources. Other potential sources of funds include, but are not limited to, Quimby In-Lieu fees, a general obligation bond measure, state and federal grants, the District's general fund, and existing or new special tax and assessment proceeds, if allowable.

DETERMINATION OF THE RESIDENTIAL PARK IMPACT FEE

This section presents the calculation of the total cost per capita for parks and recreational facilities. The total cost per capita for each is then applied to three residential land use categories in proportion to the demand they create as measured by their respective dwelling unit occupancy factor.

PARK IMPACT FEE COST COMPONENTS

The figure below summarizes the per capita cost components from the previous section and includes an additional four percent for the park impact fee program administration. The fee program administrative cost component is designed to recover the cost collection, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act. As shown, the total per capita cost is \$2,351.30.

FIGURE 6 – PARK IMPACT FEE COST COMPONENTS

Cost Component	Per Capita Cost
Park Development	\$1,621.58
Trail Development	\$8.40
Community Use Facilities	\$630.89
Fee Program Administration (4%) ¹	\$90.43
Total Cost per Capita	\$2,351.30

Notes:

¹ Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

RESIDENTIAL LAND USE CATEGORIES

The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed. Since the demand for / need for park and recreational services is inherently driven by service population and since different residential land uses have varying household occupancies, the residential park impact fee is expressed on a per dwelling unit basis based on their respective dwelling unit occupancy factor for three residential land uses.

This Nexus Study also incorporates the addition of another residential unit to a single-family parcel as a fourth category labeled as “Accessory Dwelling Unit.”

For the purpose of this fee program, a “dwelling unit” means one or more rooms in a building or structure or portion thereof designed exclusively for residential occupancy by one or more persons for living or sleeping purposes and having kitchen and bath facilities.

The four residential fee categories are as follows:

- **“Single-Family Housing”** means detached or attached one-family dwelling units.
- **“Multi-Family Housing”** means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family.
- **“Mobile Home”** means a development area for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.
- **“Accessory Dwelling Unit”** means a dwelling unit, or “granny flat,” either a detached or attached dwelling unit, which provides complete, independent living facilities for one or more persons with provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary residence.

DWELLING UNIT OCCUPANCY FACTOR

Figure 7 below presents the calculation of the dwelling unit occupancy factor for the three residential land uses. The calculation is based on information from the 2015-2019 *American Community Survey 5-Year Estimate* from the 2010 U.S. Census for the Camarillo Census-County Subdivision, which is found to be representative of the boundaries of the District.

FIGURE 7 – DWELLING UNIT OCCUPANCY FACTOR

Land Use Categories	Occupied Dwelling Units		Total Number of Occupants	Dwelling Unit Occupancy Factor
	Calc	a	b	c = a / b
Single-Family Housing		19,263	57,115	2.97
Multi-Family Housing		4,579	9,581	2.09
Mobile Homes		885	1,629	1.84
Average (2010 Census)		24,727	68,325	2.76

Source: 2010 U.S. Census for the Camarillo CCD.

RESIDENTIAL PARK IMPACT FEE DETERMINATION

Figure 8 below presents the calculation of the maximum park impact fee. As shown, the per dwelling unit fees for three residential land uses are determined by multiplying the total cost per capita by their respective dwelling unit occupancy factor.

Pursuant to 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit of 750 square feet or more must be charged proportionately in relation to the square footage of the primary dwelling unit. For example, the calculation of the maximum park impact fee for the construction of a 750 square foot accessory dwelling unit on a single-family parcel with a 2,250 square foot single-family home would be $(750 / 2,250) * \$6,983 = \$2,327$.

The District may approve, and the City may adopt fees lower than the maximum, justified amounts shown below, provided that they are reduced by the same percentage for each land use category.

FIGURE 8 – MAXIMUM RESIDENTIAL PARK IMPACT FEE

Land Use Category	Unit	Total Cost Per Capita ¹	Dwelling Unit	
			Occupancy Factor ²	Maximum Park Impact Fee ³
Calc		a	b	c = a * b
Single-Family Housing	DU	\$2,351.30	2.97	\$6,983
Multi-Family Housing	DU	\$2,351.30	2.09	\$4,914
Mobile Homes	DU	\$2,351.30	1.84	\$4,326
Accessory Dwelling Unit				See Note 4

Notes:

¹ See Figure 6.

² See Figure 7.

³ Maximum park impact fee is rounded down to the nearest dollar.

⁴ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

NEXUS FINDINGS FOR RESIDENTIAL PARK IMPACT FEE

This section summarizes the nexus findings required to demonstrate the legal justification of the residential park impact fee.

PURPOSE OF THE FEE

The purpose of the residential park impact fee is to fund new or expanded parks and recreational facilities to meet the new resident population’s needs generated by new residential development in the District.

USE OF FEE REVENUE

Park impact fee revenue will be used to fund the development of and/or the acquisition of new or expanded parks and recreational facilities to serve new development. A summary of the allowable and prohibited uses of the fee revenue is provided in Figure 9 below.

FIGURE 9 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE

<u>Allowable Uses</u>	<u>Prohibited Uses</u>
<ul style="list-style-type: none"> ▪ <i>The cost of new or expanded parks and recreational facilities (100%)</i> ▪ <i>The cost of new recreational facilities in <u>existing</u> parks that expand service capacity (100%)</i> ▪ <i>Park and recreational facility costs already incurred that provide growth-related capacity (100%)</i> ▪ <i>The proportional cost of park and recreational facility renovation projects that expand service capacity</i> ▪ <i>Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act.</i> 	<ul style="list-style-type: none"> ▪ <i>Existing deficiencies, such as renovation or replacement of existing recreational facilities that do not expand service capacity</i> ▪ <i>Parkland acquisition, construction of swimming pools, and purchase or lease of vehicles.</i> ▪ <i>Operational, maintenance, or repair costs</i>

BENEFIT RELATIONSHIP

The fee will be collected as development occurs. Fee revenue will be used to fund new and expanded parks and recreational facilities to meet the additional demand generated by the new residents created by new development projects. Fee revenue will be deposited into a separate park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to the uses described in the "Use of Fee Revenue" finding. Additionally, the Act ensures that fees are either expended expeditiously or refunded. These actions ensure that a development project paying the park impact fee will benefit from its use.

IMPACT RELATIONSHIP

Since the need for park and recreational services is inherently population-driven, new residential development in the District will generate the need for additional park and recreational services and the corresponding need for various facilities. The need is measured in proportion to the dwelling unit occupancy factor for three residential land use categories. The District's existing standard is 3.56 improved park acres for every 1,000 residents. The District's standard for community use facilities is 563.8 building square feet per 1,000 residents. The fees' use (funding new or expanded park and recreational facilities) is therefore reasonably related to the type of project (new residential development) upon which it is imposed.

PROPORTIONALITY

The park and recreational facilities needed to serve a unit of development are based on the District's level of service standards for such facilities. The cost of new and expanded park and recreational facilities and fee program administrative costs are defined on a cost per capita basis. These per capita costs are then applied to three residential land use categories based on their respective dwelling unit occupancy factor.

The use of average dwelling unit occupancy for three residential land use categories to determine the park impact fee schedule achieves proportionality across the types of development on which the fee is imposed. In general, a single-family home will generate a higher number of persons than a multifamily unit, and as a result, will pay a higher fee. Thus, the park impact fee schedule's application to a specific project ensures a reasonable relationship between the fee and the cost of park and recreational facilities attributable to that residential development project.

DETERMINATION OF THE NONRESIDENTIAL PARK IMPACT FEE

In addition to the District residents, employees who work in the District also use and place demands upon the District’s park facilities. Just as future growth in the residential population will impact park facilities, future growth in the District’s employee population will also impact park facilities, and additional parks and recreational facilities are required for the future growth in employees within the District. Therefore, this section determines a park impact fee for nonresidential land uses.

RESIDENTIAL EQUIVALENT FACTOR

Employees use park and recreational facilities in a variety of ways. They participate in lunchtime activities, gym use, community center functions, before-work and after-work group functions, weekend company functions, company-sponsored sports leagues, lunchtime trail use. However, one employee is generally not considered to have the same demand for or impact upon park facilities as one resident. Therefore, this Nexus Study utilizes a residential equivalent factor, which is determined by the number of hours an employee is within the District divided by the number of hours in a year available to a full-time employee to use the District’s park and recreation facilities while in the District as the ratio of the demand one employee will have on park facilities, as compared to one resident.

In general, residents of the District can use the District’s park and recreation facilities year-round. Conversely, park and recreation facility use by employees in the District is generally limited to shorter periods before and after work and during lunch or break times. This time available for park usage within the District is estimated to be two hours per day, five days per week. In order to establish an employee park usage factor of equivalence with residents, each resident is assumed to be able to use parks 16 hours per day, 365 days per year. Thus, for purposes of this Nexus Study, one employee is considered to have the equivalent park facilities demand of 0.09 residents, as shown in Figure 10 below.

FIGURE 10 – RESIDENTIAL EQUIVALENT FACTOR

Total Park Hours Available per Year ¹	5,840
Hours Available to Employees per Year for Park Use ²	520
Residential Equivalent Factor	0.09

Notes:
¹ 365 days per year, 16 hours per day.
² 52 weeks per year, 5 days per week, 2 hours per day out of a 10 hour day

NONRESIDENT EMPLOYEE FACTOR

In order to isolate the impact from nonresident employees that do not live in the District, a nonresident employee factor. For the purposes of this Nexus Study, it is assumed that 75 percent of employees generated by new nonresidential development with the District will reside outside the District.

COST PER EMPLOYEE

Figure 11 below presents the calculation of the cost per employee based on the per capita cost multiplied by the residential equivalent factor and the nonresident employee factor for nonresidential land uses. As shown, the cost per nonresident employee is \$157.02, or the equivalent of 6.7% of the per capita cost for a District resident.

FIGURE 11 – COST PER EMPLOYEE

Land Use	Per Capita Costs ¹	Residential Equivalent Factor ²	Nonresident Employee Factor	Cost per Employee
Calc	a	b	c	d = a * b * c
Nonresidential	\$2,351.30	0.09	0.75	\$157.02

Notes:

¹ See Figure 6.

² See Figure 10.

NONRESIDENTIAL LAND USE CATEGORIES

As mentioned earlier, the Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed. Since nonresidential land uses have varying employment densities, the nonresidential park impact fee is expressed on a per square footage basis based on their respective employment density for three nonresidential land use categories.

Nonresidential development means a permit for the original construction or installation of three categories of structures, including retail and commercial, office, and industrial or similar nonresidential occupancy. These categories are defined below.

- **“Retail / Commercial”** means buildings to be used for retail, general commercial, hotel/motel, private school, and similar nonresidential occupancy.
- **“Office”** means a building to be used for general business services, professional office, medical office, and similar nonresidential occupancy.

- **“Industrial”** means a building to be used for manufacturing, fabrication, assembly, storage, distribution, and similar nonresidential purposes.

The nonresidential fee shall be charged for “covered and enclosed space” within a nonresidential structure’s perimeter. Any storage areas incidental to the principal use of the development, garages, parking structures, unenclosed walkways, or utility or disposal areas shall not be subject to the fee.

NONRESIDENTIAL PARK IMPACT FEE DETERMINATION

In order to determine the nonresidential park impact fees, the cost per employee is applied to the three nonresidential land uses by their employment density to arrive at nonresidential park impact fees per square foot. The nonresidential park impact fees for retail/commercial, office, and industrial land uses are shown in Figure 12 below. The District may approve, and the City may adopt fees lower than the maximum amounts justified by this Nexus Study provided that they are reduced by the same percentage for each land use category.

FIGURE 12 – MAXIMUM NONRESIDENTIAL PARK IMPACT FEE

Nonresidential Land Use Category	Cost per Employee ¹	Employees per 1,000 Sq. Ft. ²	Maximum Nonresidential Park Impact Fee ³
	Calc a	b	c = a / (1,000 / b)
Retail / Commercial	\$157.02	2.25	\$0.35
Office	\$157.02	3.50	\$0.55
Industrial	\$157.02	1.50	\$0.24

Notes:

¹ See Figure 11.

² Employment density figures are based on the SCAG “Employment Density Study” dated October 31, 2001 prepared by The Natelson Company, Inc.

³ Fee is rounded to the nearest cent.

The employment density figures are based on the commonly cited Southern California Association of Government (“SCAG”) “Employment Density Study” dated October 31, 2001, prepared by The Natelson Company, Inc. All density figures are expressed in terms of the number of employees per 1,000 square feet of building area. For the purpose of this Nexus Study, these figures are considered to be representative of the employment density of future nonresidential development.

NEXUS FINDINGS FOR NONRESIDENTIAL PARK IMPACT FEE

This section summarizes the nexus findings required to demonstrate the legal justification of the nonresidential park impact fee.

PURPOSE OF THE FEE

The purpose of the nonresidential park impact fees is to fund new or expanded parks and recreational facilities, to meet the needs of new employees created by new nonresidential development within the District.

USE OF FEE REVENUE

Park impact fee revenue will be used to fund the development and/or acquisition of new or expanded parks and recreational facilities to serve new nonresidential development. A summary of the allowable and prohibited uses of the fee revenue is provided in Figure 9.

BENEFIT RELATIONSHIP

The fee will be collected as new nonresidential development occurs. Fee revenue will be used to fund new and expanded parks and recreational facilities to meet the additional demand generated by the employees created by new development projects. Fee revenue will be deposited into a separate park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. Additionally, the Act ensures that fees are either expended expeditiously or refunded. The fee revenue will be restricted to the uses described in the "Use of Fee Revenue" finding. These actions ensure that a nonresident development project paying the park impact fee will benefit from its use.

IMPACT RELATIONSHIP

Since the need for park and recreational services is inherently service population-driven, new nonresidential development will generate additional demand for park services and the associated need for new or expanded parks and recreational facilities. The demand is measured in proportion to the residential equivalent factor, the nonresident employee factor, and the average employment density for retail/other commercial, office, and industrial land use categories. The fees' use (funding new or expanded parks and recreational facilities) is therefore reasonably related to the type of project (new nonresidential development) upon which it is imposed.

PROPORTIONALITY

The amount of park and recreational facilities needed to serve a unit of nonresidential development is determined by dividing the cost per employee by the employment density for retail/other commercial, office, and industrial land uses.

The use of employment density to determine the nonresidential park impact fee schedule achieves proportionality across the types of nonresidential development on which the fee is imposed. In general, an office will generate a higher number of employees than an industrial facility on a square footage basis, and as a result, will pay a higher fee. Thus, the application of the park impact fee schedule to a specific nonresidential project ensures a reasonable relationship between the fee and the cost of the park and recreational facilities attributable to that nonresidential development project.

PROJECTED PARK IMPACT FEE REVENUE

Figure 13 projects park impact fee revenue through 2040. Total residential fee revenue (in 2021 dollars) is estimated by multiplying the total cost per capita by the projected resident population growth from residential projects not subject to the City's Quimby ordinance. Note that future residential development not subject to the Quimby Act is unknown, and therefore, the projected resident growth is likely understated. The projection reflects anticipated population growth from Camino Ruiz Apartments and Lustra Apartments only. Nonresidential development is estimated by multiplying the total cost per employee by the projected number of new employees, which assumes 4,018 new housing units and a job-to-housing ratio of 1.5. As shown, it is projected the District will generate conservatively \$3.4 million (in 2021 dollars).

It is also important to note that the projected population growth and fee revenue are merely estimates for planning purposes. The maximum fee amounts do not depend upon the timing and level of development.

FIGURE 13 – PROJECTED PARK IMPACT FEE REVENUE

Land Use Category	Cost per Capita / Per Employee ¹		Projected Resident and Employee Growth (2040)	Projected Park Impact Fee Revenue (2020\$)
	Calc	a	b	c = a * b
Residential Development ²		\$2,351.30	1,073	\$2,522,945
Nonresidential Development ³		\$157.02	5,546	\$870,833
Total				\$3,393,778

Notes:

¹ See Figure 7 and 11.

² Based on projected new residents from the proposed Camino Ruiz Apartments and Lustra Apartments. Future development not subject to the Quimby Act is unknown and therefore, the projected resident growth is likely understated.

³ Assuming 4,018 new housing units and job-to-housing ratio of 1.5.

The fee revenue must be deposited into a separate park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to the funding of new or expanded parks and recreational facilities needed to serve new residential development. Additionally, fee revenue will be used to cover fee program administration costs such as collection, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act. Fee revenue may not be used to fund 1) the renovation or replacement of existing facilities and 2) operational, maintenance or repair costs.

FEE PROGRAM ADOPTION REQUIREMENTS

The following is a summary of the statutory procedural requirements for approval of the Nexus Study and proposed park impact fee program ("fee program") by the District Board of Directors and adoption by the City Council on behalf of the District. The specific statutory procedural requirements for the adoption of the fee program may be found in the California Government Code Sections 66016, 66017, and 66018, and City Code Chapter 16.155.

It is recommended that the notice and hearing requirements be satisfied by the District and the City.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

1. The District Board of Directors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the proposed fee program.
2. At least 14 days before the meeting, the District shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least ten days before the meeting, the District shall make the Nexus Study available to the public for review.
4. At least ten days before the public hearing, a notice of the meeting's time and place shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication, not counting such publication dates.
5. After the public hearing, the District Board shall adopt a resolution approving the Nexus Study and proposed fee program to recommend that the City Council adopt the proposed fee program on behalf of the District.

CITY OF CAMARILLO

1. The City Council shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 14 days before the meeting, the City shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least ten days before the meeting, the City shall make available to the public the Nexus Study for review.

4. At least ten days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication, not counting such publication dates.
5. After the public hearing, the City Council shall adopt an ordinance and resolution establishing the proposed fee program on behalf of the District.
6. The fee shall become effective 60 days after the adoption of the resolution or longer as specified by the resolution.

FEE PROGRAM ADMINISTRATION REQUIREMENTS

This section summarizes the statutory requirements and general recommendations for the annual administration of the park impact fee program. The specific statutory requirements for the administration of the fee program may be found in California Govt. Code § 66000 et seq.

ACCOUNTING REQUIREMENTS

Proceeds from the park impact fee should be deposited into a separate fund or account so that there will be no commingling of fees with other revenue. The park impact fees should be expended solely for the purpose for which they were collected. Any interest earned by such account should be deposited in that account and expended solely for the purpose for which originally collected.

REPORTING REQUIREMENTS

The following information, entitled "**Annual Report**," must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The District shall review the Annual Report at the next regularly scheduled public meeting, not less than 15 days after the Annual Report is made available to the public. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the District for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The District Board may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any park impact fee proceeds, and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended park impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make the following findings, entitled "**Five-Year Findings Report**," with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

The District shall provide for the refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Government Code § 66001 (e) of the, to the current record owner of any property for which a fee was paid; provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

TRANSPARENCY REQUIREMENTS

Pursuant to AB 1483 enacted in 2019, the District must clearly post the following information on the District's website regarding the fee program:

- The current fee schedule indicated the effective date when approved by the City Council.
- Current and five previous annual accounting reports.
- Park Impact Fee Nexus Study, Final Report

ANNUAL INFLATIONARY ADJUSTMENT

The fee should be adjusted automatically without any further action by the District Board or City Council on the first day of each fiscal year by the net percentage change during the preceding calendar in the Engineering News-Record Construction Cost Index (20-City Average) or its successor publication.

FEE EXEMPTIONS

The following are exempted from payment of the fee:

- Construction of a structure owned by a governmental agency.
- Development projects for which the District has received a Quimby land dedication requirement or Quimby in-lieu fees.
- Construction of an accessory dwelling unit less than 750 square feet.

FEE CREDITS

Pursuant to the Act and recent court cases, the following circumstances must receive a fee credit:

- Demolished existing dwelling units or building square footage as part of a development project.
- If a developer dedicates land or builds specific park facilities under a turn-key agreement, the fee imposed on that development project may be adjusted to reflect a credit for the parks and recreational facilities constructed.

APPENDICES

Appendix A – Cost Estimates for Parks and Recreational Facilities

Appendix B – Inventory of District Park Facilities

Appendix C – District Map

APPENDIX A – COST ESTIMATES FOR PARK AND RECREATION FACILITIES

FIGURE 14 – TYPICAL 5-ACRE NEIGHBORHOOD PARK CONSTRUCTION COSTS

Item	Units		Unit Cost	2021 \$
	Calc	a	b	c = a * b
Basic Park Development		5 acre	\$291,000	\$1,455,000
Parking Lots		20 stall	\$5,000	\$100,000
Soccer Field		1 each	\$17,000	\$17,000
Restroom Building		1 each	\$317,000	\$317,000
Playground Equipment - Large		1 each	\$383,000	\$383,000
Basketball Court (1/2 Court)		1 each	\$50,000	\$50,000
Shade Structure - Large (50 people)		1 each	\$97,000	\$97,000
Total Project Cost				<u>\$2,419,000</u>
Cost Per Acre (rounded)				<u>\$484,000</u>

Source: Pleasant Valley RPD and SCI Consulting Group

FIGURE 15 – TYPICAL 20-ACRE COMMUNITY PARK CONSTRUCTION COSTS

Item	Units		Unit Cost	2021 \$
	Calc	a	b	c = a * b
Basic Park Development	20	acre	\$230,000	\$4,600,000
Playground Equipment - Small	2	each	\$194,000	\$388,000
Playground Equipment - Large	1	each	\$383,000	\$383,000
Soccer Field	2	each	\$17,000	\$34,000
Youth Baseball / Softball Fields	3	each	\$67,000	\$201,000
Tennis Court with Fence (Set of 2)	4	each	\$108,000	\$432,000
Sports Lighting	1	each	\$43,000	\$43,000
Basketball Court (1/2 Court)	3	each	\$50,000	\$150,000
Shade Structure - Large (50 people)	2	each	\$99,000	\$198,000
Shade Structure - Small (25 people)	2	each	\$51,000	\$102,000
Restroom Building	4	each	\$317,000	\$1,268,000
Parking Lots	150	stall	\$5,000	\$750,000
Total Project Cost				<u>\$8,549,000</u>
Cost Per Acre (rounded)				\$427,000

Source: Pleasant Valley RPD and SCI Consulting Group

FIGURE 16 – COST ESTIMATE FOR COMMUNITY CENTER PROJECT

Item	2021 \$
Direct Costs	\$24,662,697
Indirect / Soft Costs (35%)	\$8,632,038
FF&E (\$35/SF)	<u>\$1,075,480</u>
Total Project Cost	<u>\$34,370,215</u>
Total Building Square Footage	30,728
Total Cost Per Building Sq. Ft. (rounded)	\$1,119

Source: LPA ROM Construction Budget Estimate Option D.1,
September 9, 2019

APPENDIX B – DISTRICT PARK INVENTORY

FIGURE 17 – DISTRICT PARK INVENTORY

Name of Park / Area	Type of Park	Improved Acres
Adolfo Park	Neighborhood	3.00
Arnell Ranch Park	Neighborhood	5.00
Birchview Park	Neighborhood	0.70
Bob Kildee Community Park	Community	13.00
Calleguas Creek Park	Neighborhood	3.00
Camarillo Oak Grove Park	Community	24.55
Carmenita Park	Neighborhood	1.00
Charter Oak Park	Neighborhood	5.70
Community Center Park	Community	12.90
Dos Caminos Park	Neighborhood	4.40
Encanto Park	Neighborhood	3.00
Foothill Park	Neighborhood	2.30
Freedom Park	Community	33.90
Heritage Park	Neighborhood	9.00
Las Posas Equestrian Park	Neighborhood	2.00
Laurelwood Park	Neighborhood	1.50
Lokker Park	Neighborhood	7.00
Mel Vincent Park	Neighborhood	5.00
Mission Oaks Park	Community	20.20
Nancy Bush Park	Neighborhood	3.40
Pitts Ranch Park	Neighborhood	10.00
Pleasant Valley Fields	Community	55.00
Quito Park	Neighborhood	5.00
Springville Park	Neighborhood	5.00
Trailside Park	Neighborhood	0.50
Valle Lindo Park	Community	10.00
Woodcreek Park	Neighborhood	5.00
Woodside Park	Neighborhood	5.00
Total Parks		256.05

APPENDIX C – DISTRICT MAP AND FEE PROGRAM AREA



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**RESOLUTION NO. 673
OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
APPROVING THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
PARK IMPACT FEE NEXUS STUDY AND REQUESTING THAT THE CAMARILLO
CITY COUNCIL APPROVE AND IMPLEMENT THE PROPOSED PARK IMPACT
FEE ON BEHALF OF THE DISTRICT**

WHEREAS, Government Code Section 66477 (the “Quimby Act”) and City Municipal Code Chapter 18.30 (“Quimby Ordinance”), authorizes a City of Camarillo (“City”) on behalf of the Pleasant Valley Recreation and Park District (“District”) to require the dedication of land or impose a requirement of the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition to the approval of a tentative map or parcel map; and

WHEREAS, the Quimby Act and the City’s Quimby Ordinance do not apply to new construction existing residential lots, new minor subdivisions that do not seek building permits within four years of receiving parcel map approval, and non-residential development projects; and

WHEREAS, residents who will occupy future residential units that are not subject to the City’s Quimby Ordinance will create demand for the District’s park and recreational facilities; and

WHEREAS, nonresident employees who will work in future non-residential projects will impact the District’s park and recreational facilities, but to a lesser extent as new residents; and

WHEREAS, it is fair and equitable for all new development to pay its fair share the cost of new and expanded parks, recreational facilities, and trails; and

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000, allowing the establishing, increasing, or imposing of a development impact fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the District Board of Directors (“District Board”) desires for the City establish, impose and collect a development impact fee on behalf of the District on new development not subject to the City’s Quimby Ordinance for the purpose of funding attributable new and expanded park, recreational facilities, and trail development costs; and

WHEREAS, the District Board has received and considered the Park Impact Fee Nexus Study prepared by SCI Consulting Group dated April 2021 Final Report (“Nexus Study”) that provides the required information and findings to establish a new park impact fee program imposed by the City on behalf of the District.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

- 1) The Board hereby receives and approves the Nexus Study dated April 2021 Final Report by SCI Consulting Group.
- 2) Prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made as part of the Board's regularly scheduled March 5, 2021 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code sections 66004, 66018, and 6062, subdivision (a). Additionally, at least ten days prior to the meeting, the District made available to the public data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to the Resolution by way of such public meeting, the Board received the Nexus Study attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.
- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the District Board, hereby makes the following findings:
 - a) The Park Impact Fee program and Park Impact Fees proposed in the Nexus Study and approved pursuant to this Resolution are for the purpose of funding the cost of park and recreational facilities and trail development attributable to new development not subject to the City's Quimby Ordinance; and
 - b) The Park Impact Fees proposed in the Nexus Study and approved pursuant to this Resolution will be used to expand the District's parks, recreation facilities, and trails to serve new development not subject to the City's Quimby Ordinance; and
 - c) The uses of the Park Impact Fees proposed in the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue from the development projects will be used to expand the District's parks, recreation facilities, and trails to meet the additional demand generated by new development projects not subject to the City's Quimby Ordinance; and
 - d) The Park Impact Fees proposed in the Nexus Study and approved pursuant to this Resolution bear a reasonable relationship to the need for parks, recreation facilities, and trails in that each development project will create an additional need for the District's park and recreational services and a corresponding need for new or expanded parks, recreation facilities, and developed trails. The fee will be imposed on different types of development projects not subject to the City's Quimby Ordinance in proportion to the additional service population generated by new development projects; and
 - e) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the Park Impact Fee and the cost of park and recreational facilities, trail

development attributable to the development on which the fee is imposed in that the costs are based upon the District's existing level of service for such facilities and applied proportionately to land use categories in proportion to the need they create for new or expanded parks, recreation facilities, and trails.

- 4) The District Board finds pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding park development and recreation facilities construction but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 5) The District Board does hereby approve the following Park Impact Fees on new development not subject to the City Quimby Ordinance and which shall be collected upon issuance of a building permit:

<u>Residential Categories</u>	<u>Park Impact Fees (per dwelling unit)</u>
Single-Family Housing	\$6,983
Multi-Family Housing	\$4,914
Mobile Home	\$4,326
Accessory Dwelling Unit	Exempt
<u>Non-Residential Categories</u>	<u>Park Impact Fees (per building sq. ft.)</u>
Retail / Commercial	\$0.35
Office	\$0.55
Industrial	\$0.24

- 6) The District Board does hereby approve and request that the Park Impact Fees be adjusted automatically without further action by the District Board or the City Council on the first day of each fiscal year by the previous calendar percentage change in the Engineering News-Record Construction Cost Index (20-City Average) or its successor publication.
- 7) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

BE IT FURTHER RESOLVED that by the District Board formally requests that the Camarillo City Council adopt and implement this approved Park Impact Fees on behalf of the District with the District agreeing to be responsible for the proper accounting for and expenditure of said moneys and further agreeing to hold the City harmless from and to defend it from any action, claim or damages related to said fees, including any challenge to the validity of or use thereof.

PASSED AND ADOPTED by the Board of Directors of the Pleasant Valley Recreation and Park District, at a regularly scheduled meeting held on the 5th of May, Two-thousand and Twenty-One, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Chairman, Board of Directors
Pleasant Valley Recreation & Park District

Secretary, Board of Directors
Pleasant Valley Recreation & Park District