

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
SENIOR CENTER at COMMUNITY CENTER PARK  
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
July 3, 2024**

**5:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #778**

**1. CALL TO ORDER**

**A. Recess to Closed Session**

**B. Closed Session**

**i. Conference with Legal Counsel – Potential Pending Litigation**

The Board will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the Board is a party.

**ii. Public Employee Performance Evaluation and Compensation**

The District Board will hold a closed session with the District's personnel officer and the General Manager, pursuant to Government Code Sections 54957 and 54957.6(a), to conduct an employee performance evaluation of the General Manager and to discuss the salary, compensation and fringe benefits provided to the General Manager.

**C. Reconvene into Regular Meeting**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

**5. PRESENTATIONS**

**A. End of Fiscal Year Marketing Updates**

**6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.

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

**A. Minutes for Regular Board Meeting of June 5, 2024**

Approval receives and files minutes.

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

District's disbursements dated on or before May 31, 2024.

**C. Financial Reports**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for May 2024.

**D. Consideration and Adoption of Resolution No. 770 for Appropriation Amount Subject to Gann Limitation, FY 2024-2025**

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

**E. Consideration and Adoption of Resolution No. 771 Declaring July as Park and Recreation Month**

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

**8. PUBLIC HEARING**

**A. Consideration and Approval of Resolution No. 772 for Fiscal Year 2024-2025 Budgets for the General Fund, Assessment District Fund, Quimby Fee Fund, Park Impact Fee Fund, Community Development Block Grant Fund, and Restricted Donations Fund**

A public hearing is required before the District can approve a resolution to adopt the Fiscal Year 2024-2025 Budget.

Suggested Action: A MOTION to Adopt Resolution No. 772 to Adopt the Fiscal Year 2024-2025 Budget.

**B. Consideration and Adoption of Resolution No. 773 Approving the Five-Year Capital Improvement Program (CIP) for Fiscal Years 2025-2029**

Approval of a five-year capital improvement plan to address planned capital improvements to District parks and facilities.

Suggested Action: A MOTION to adopt Resolution No. 773, approving the Five-Year Capital Improvement Program (CIP) for Fiscal Years 2025-2029.

**9. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval of Resolution No. 774 to Accept, Adopt, and Implement the Tentative Agreement, SEIU MOU 2024-2027 that was Reached between the Labor Negotiation Representatives from the District and Service Employees International Union Local 721 representing District Employees**

A successor MOU has been reached between the District and SEIU Local 721, adjusting employee compensation and benefits.

Suggested Action: A MOTION to Adopt Resolution No. 774, to accept, adopt, and implement the tentative agreement, SEIU MOU 2024-2027 that was reached between the labor negotiation representatives from the District and Service Employees International Union Local 721 representing District employees.

**B. Consideration and Approval of Resolution No. 775, Adopting a New Salary Schedule Effective July 2024, July 2025, and July 2026 with a Cost-of-Living Adjustment for Full-Time and Part-Time Year-Round Employees**

Suggested Action: A MOTION to Approve Resolution No. 775, adopting a new three-year salary schedule effective July 2024, July 2025, and July 2026 with a cost-of-living adjustment for full-time and part-time year-round employees.

**C. Consideration and Approval of a Second Reading for the Adoption of Ordinance No. 15 to Establish an Informal Bidding Process under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Adoption of Resolution No. 776 to Become Subject to the CUPCCAA, and Adoption of Resolution No. 777 Updating the Purchasing Policy to Conform to the CUPCCAA**

An Informal Bid Ordinance with associated approval of changes to the Purchasing Policy is needed for the District to be allowed to follow and participate in the California Uniform Public Construction Cost Accounting Act.

Suggested Action: A Recommendation that the Board review and approve Ordinance No. 15 by:

1. Making a MOTION to Adopt Ordinance No. 15 by approving the second reading to adopt Ordinance No. 15 titled – *Ordinance No. 15, An Ordinance of the Pleasant Valley Recreation and Park District to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act (Section 22000, et seq. of the Public Contract Code).*

AND

2. Making a MOTION to Adopt Resolution No. 776 making the District subject to the California Uniform Public Construction Cost Accounting Act (CUPCCAA).

AND

3. Making a MOTION to Adopt Resolution No. 777 updating the District’s Purchasing Policy.

**D. Consideration and Approval of a Candidate for the California Special Districts Association (CSDA) Board of Directors Election, Coastal Network Seat A for 2025-2027**

The California Special Districts Association is seeking Special District Board Members or their General Managers to serve for the CSDA Board of Director, Coastal Network Seat A position.

Suggested Action: A MOTION to Approve the selection of a candidate for the CSDA Board of Directors, Coastal Network Seat A position to receive the District’s vote.

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

- A. Chair Malloy**
- B. Ventura County/California Special District Association**
- C. Santa Monica Mountains Conservancy**
- D. Standing Committees – Finance, Long Range Planning, Personnel, Policy**
- E. Foundation for Pleasant Valley Recreation and Parks**
- F. General Manager’s Report**
- G. Board Members**

## 11. ADJOURNMENT

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

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



**Pleasant Valley Recreation and Park District  
Senior Center at Community Center  
Minutes of Regular Meeting  
June 5, 2024**

**5:00 P.M.**

**REGULAR MEETING**

**1. CALL TO ORDER/ROLL CALL**

A. Recessed to Closed Session

B. Closed Session

i) Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, Justin Kiraly and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721.

C. Reconvened into Regular Meeting with nothing to report.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. AMENDMENTS TO THE AGENDA**

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

**Motion to  
Approve the  
Agenda as  
Presented**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**5. PUBLIC COMMENT**

Chair Malloy received one speaker card. Susan Voll, who has lived in Camarillo since 1965 commented that with all the growth that the District has seen, the Senior Center building is still in need of repair. There are ceiling tiles that are coming down and the restrooms still need to be ADA compliant. She read about the renovations that will be happening with the restrooms but asked that architectural plans and project updates be physically posted at the center so that users can see the progress.

**6. CONSENT AGENDA**

A. Minutes for Special Board Meeting of April 19, 27 and May 7, 2024 and Regular Board Meeting of May 1, 2024

B. Warrants, Accounts Payable & Payroll

C. Financial Reports

- D. Consideration and Approval of Resolution No. 763 Updating Authorized Signatures for Wire Transfers with Ventura County Treasury Pool
- E. Consideration and Approval of a Second Reading for the Adoption of Ordinance No. 14, an Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation
- F. Consideration and Approval of a Three-Year Agreement with Springbrook Holding Company, LLC for Access to the Cloud-based Springbrook Software and Transition Support
- G. Consideration and Approval of Updated Job Descriptions
- H. Consideration and Approval of a Workplace Violence Prevention Plan
- I. Consideration and Adoption of Resolution No. 764 Requesting that the General District Election to be held on November 5, 2024, be Consolidated with other Elections called to be Held on the Same Day and in the Same Territory
- J. Consideration and Adoption of Resolution No. 765, Stating that in the Event of a Tie Vote, the Winner in the Board Member Elections will be Determined by Drawing Lots
- K. Consideration and Approval of Request for Bid for Demolition and Construction Services for the Senior Center and Auditorium Restrooms Remodel Design Project
- L. Consideration and Approval of the Purchase of Playground and Exercise Equipment for Lokker Park
- M. Consideration and Approval of the Request for Proposals for the Hardscape and Landscape Construction for the Playground Renovation Project at Lokker Park
- N. Consideration and Authorization for a Sole Source Purchase and Installation of a Wheelchair Lift for the Auditorium Stage at the Community Center
- O. Notice and Approval for a Purchase Order for Urgency Repair Costs for the Repair of Mechanical Seal and Plate for the Irrigation Booster Pump at Pleasant Valley Fields for \$5,362.23

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

**Motion to Approve Consent Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

## 7. PUBLIC HEARING

A. Consideration and Adoption of Resolution No. 766, Approving Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of Assessments for FY 2024-2025 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District

Administrative Services Manager Justin Kiraly presented Resolution No. 766 which would approve the Engineer's Report and order the assessment for FY 2024-2025. Jeanette Hynson with SCI Consulting Group was online for any questioning.

Chair Malloy opened the public hearing. He asked if there were any written protests or if anyone wanted to speak for or against the proposed assessments. With no members of the public speaking for or against the proposed assessments, Chair Malloy closed the public hearing.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to Adopt Resolution No. 766 Approving the Engineer’s Report, Confirming the Diagram and Assessment, and Ordering the \$47.56 Levy of Assessment for Fiscal Year 2024-25 for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District.

**Motion to Approve Reso 766, Levy of Assessments for FY 24-25**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

B. Consideration and Adoption of Resolution No. 767 to Adopt Required Findings and Authorizing the General Manager to Enter into an Energy Service Contract with SitelogiQ, Inc.

Administrative Analyst Jennifer Strain introduced Josh Steeber and Jonathan Brown with SitelogiQ who presented a financial proforma for a renewable energy and energy efficiency program along with their scope of work for the District. Options were given for solar photovoltaic parking canopy structures, parking lot remediation, EV charging stations, outdated HVAC replacements and also battery energy storage systems versus no battery storage systems.

Chair Malloy opened the public hearing. He asked if there were any written protests or if anyone wanted to speak for or against the introduction of Resolution No. 767. With no members of the public speaking for or against Resolution No. 767, Chair Malloy closed the public hearing.

Board discussion included the need for energy storage batteries and being prepared; questioning the reliability of federal incentive programs; the high cost of the first two years of the program; the county’s role in assisting with emergency response locations; and the need for funding a multi-generational center rather than an energy program.

Chair Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to Adopt Resolution No. 767 adopting the required findings and authorizing the General Manager to enter into an Energy Service Contract with SitelogiQ, Inc.

**Motion to Adopt Reso 767, SitelogiQ Contract**

Voting was as follows:  
Ayes: Roberts, Dransfeldt, Magner  
Noes: Kelley, Chair Malloy  
Absent:

**Carried**

Motion: Carried

C. Consideration and Adoption of Resolution No. 768 Approving an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement with Respect to the Acquisition, Financing and Leasing of Certain Equipment for Public Benefit and Making Certain Determinations Relating Thereto; and Authorizing Certain Other Actions in Connection Therewith

Administrative Analyst Jennifer Strain presented a 20-year equipment lease/purchase agreement with Oppenheimer & Co., Inc. to be considered to finance the energy service agreement with SitelogiQ, Inc. A public hearing was not needed.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Roberts to Adopt Resolution No. 768, a Resolution of the Board of Directors of the Pleasant Valley Recreation and Park District to adopt required findings and authorize the General Manager to enter into a Finance Agreement with Oppenheimer & Co., Inc. to fund energy related improvements.

**Motion to  
Adopt Reso  
768, Financing  
with  
Oppenheimer**

Voting was as follows:  
Ayes: Magner, Roberts, Dransfeldt, Kelley, Chair Malloy  
Noes:  
Absent:

**Carried**

Motion: Carried

D. Consideration and Approval of a First Reading for the Adoption of Ordinance No. 15 to Establish an Informal Bid Process under the California Uniform Public Construction Cost Accounting Act (CUPCCAA)

Administrative Services Manager Justin Kiraly presented consideration of an ordinance that would include changes to the District's Purchasing Policy. This adjustment will enable informal bidding processes for projects up to \$200,000 and no bid requirements for projects up to \$60,000.

Chair Malloy opened the public hearing. He asked if there were any written protests or if anyone wanted to speak for or against the introduction of Ordinance No. 15. With no members of the public speaking for or against the introduction of Ordinance No. 15, Chair Malloy closed the public hearing.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Roberts to read the complete Ordinance No. 15 title – *Ordinance No. 15, An*

*Ordinance of the Pleasant Valley Recreation and Park District to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act (Section 2200, et. seq. of the Public Contract Code) and to waive further reading.*

**Motion to Approve Title Reading of Ord. 15, CUPCCAA Bidding Procedures**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

Chair Malloy called for a second motion. A motion was made by Director Magner and seconded by Director Dransfeldt to Approve the introduction and first reading of the District's *Ordinance No. 15, An Ordinance of the Pleasant Valley Recreation and Park District to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act (Section 22000, et seq. of the Public Contract Code).*

**Motion to Approve Intro of Ord 15, CUPCCAA Bidding Procedures**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

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

### **A. Consideration to Receive the Report from FM3 on the Voter Opinion Survey for the Future Multi-Generational Community Recreation Facility and Provide Staff with Direction and Next Steps**

General Manager Mary Otten introduced Richard Bernard with FM3 Research who presented his Voter Opinion Survey results online. In February 2024, a statistically random sample of likely District voters was contacted by phone, email and text for opinions on the District and possible ballot measures. Whereas most of those surveyed thought the District was going in the right direction with its programs, etc., there were not enough who felt that there was a need for additional funding or who would support a parcel tax measure in November which would need a 2/3 approval to pass. People want programs, but do not necessarily want to pay for the buildings or infrastructures needed.

### **B. Consideration and Approval of Preliminary Fiscal Year 2024-2025 Budgets for the General Fund, Assessment District Fund, Quimby Fee Fund, Park Impact Fee Fund, Community Development Block Grant Fund, and Restricted Donations Fund**

Administrative Services Manager Justin Kiraly presented the preliminary budgets for FY24-25. Discussion included dedicating funds from Quimby for the restrooms at Freedom Park West and for the Freedom Park Pickleball Project.

Chair Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to Approve the Preliminary Fiscal Year 2024-2025 Budget with a final approval scheduled for the July 3, 2024, Board meeting through a public hearing.

**Motion to Approve Prelim FY 24-25 Budgets**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

C. Consideration and Approval of Resolution No.769 Adopting the Special Event Policy  
Recreation Supervisor Elianna Vargas reviewed changes and revisions to the current Special Events Policy which were made in order to better distinguish between a special event and a regular rental. Qualifications for special events requiring Board approval were clarified and applications will require submission 120 days before the proposed events.

Chair Malloy called for a motion. A motion was made by Director Dransfeldt and seconded by Director Magner to Approve Resolution No. 769, adopting revisions to the Special Event Policy.

**Motion to Approve Reso 769, Special Events Policy**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

D. Consideration and Approval of Request for Proposal Award to MIG, Inc. for Consulting Services for the Comprehensive Parks and Recreation Master Plan and Authorization of General Manager to Enter into a Professional Services Agreement not to Exceed \$150,000

Administrative Analyst Jessica Puckett along with MIG, Inc. Project Manager Genevieve Sharrow highlighted the scope of work planned for the Comprehensive Parks and Recreation Master Plan. Discussion included: expense of plan; value of engaging the community; and the Board's capability to provide feedback to staff since they are directly connected to District customers all the time.

**No Motion**

Chair Malloy called for a motion. There was no motion made.

E. Consideration and Approval to Make a Payment to Reduce the District's CalPERS Unfunded Liability Using Fiscal Year 2024 Savings

Administrative Services Manager Justin Kiraly presented a proposal to make a payment to reduce the District's unfunded accrued liability.

Chair Malloy called for a motion. A motion was made by Director Dransfeldt and seconded by Director Kelley to direct Staff to make a CalPERS ADP of \$350,000 to the 2.5% @ 55 plan, \$61,555 for the 2% @ 60 plan, and \$44,102 for the 2% @ 62 plan using Fiscal Year 2024 excess revenue and if necessary, make a budget transfer(s) from Services and Supplies budget to Personnel budget to cover any additional budget needed to make the payment.

**Motion to Approve CalPERS Payment for Unfunded Liability**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

## **9. ORAL COMMUNICATION - INFORMATIONAL ITEMS**

A. Chair Malloy – Chair Malloy reported that former District Board member Jim Reser recently passed away.

B. Ventura County Special District Association/California Special District Association – VCSDA – No meeting. CSDA - Director Magner reported on Legislative Days which was held in Sacramento in May.

C. Santa Monica Mountains Conservancy – Director Dransfeldt stated that the next meeting will be June 17 at King Gillette Ranch in Calabasas.

D. Standing Committees – Finance – Director Malloy updated on current finances for the month. Property tax revenue was received on May 10.

E. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt mentioned the next fundraiser at Mister Softee on July 5. Upcoming is a Cornhole Tournament to be held at Summer Palooza on June 21 and 22.

F. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events.

G. Board Members – The Directors updated on the meetings and District events they attended for the month.

## **10. ADJOURNMENT**

Chair Malloy adjourned the meeting at 10:05 p.m. in honor of Jim Reser.

**Respectfully submitted,**

**Approval,**

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

**Mark Malloy**  
**Chair**

# CASH REPORT

	5/31/2024 Balance	5/31/2023 Balance
Debt Service - Restricted	\$ 152,144.53	\$ 143,227.59
457 Pension Trust Restricted	\$ 73,961.01	\$ 69,683.14
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,464,706.12	\$ 1,355,364.69
VC Pool Quimby- Restricted	\$ 2,681,665.80	\$ 5,670,476.03
Park Impact Fees	\$ 2,124,630.64	\$ 191,629.55
Miracle League 805	\$ -	\$ 1,311,577.49
FCDP Checking	\$ -	\$ 13,601.16
<b>Total</b>	<b>\$ 9,497,108.10</b>	<b>\$ 8,755,559.65</b>

### Semi-Restricted Funds

Assessment	\$ 1,409,100.44	\$ 1,260,875.78
LAIF - Capital	\$ 1,485,428.96	\$ 1,363,646.39
PacWest/CalCLASS - Capital	\$ 1,981,159.27	\$ 1,861,880.11
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 462,337.09
Contingency - Computer	\$ 33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 45,000.00	\$ 30,000.00
<b>Total</b>	<b>\$ 6,746,353.56</b>	<b>\$ 6,204,067.17</b>

### Unrestricted Funds

Contingency	\$ 7,987,189.80	\$ 6,456,985.98
General Fund Checking	\$ 319,928.03	\$ 479,591.41
<b>Total</b>	<b>\$ 8,307,117.83</b>	<b>\$ 6,936,577.39</b>

### Total of all Funds

	<b>\$ 24,550,579.49</b>	<b>\$ 21,896,204.21</b>
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	6/13/2024 Balance	6/30/2023 Balance
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Debt Service - Restricted	\$ 152,144.53	\$ 144,398.30
457 Pension Trust Restricted	\$ 73,961.01	\$ 70,246.86
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,464,474.49	\$ 1,327,197.71
VC Pool Quimby- Restricted	\$ 2,681,665.80	\$ 5,686,816.30
Park Impact Fees	\$ 2,120,202.28	\$ 226,481.55
Miracle League 805	\$ -	\$ 510,263.58
FCDP Checking	\$ -	\$ 13,846.66
<b>Total</b>	<b>\$ 9,492,448.11</b>	<b>\$ 7,979,250.96</b>

### Semi-Restricted Funds

Assessment	\$ 1,366,094.23	\$ 1,139,730.55
LAIF - Capital	\$ 1,485,428.96	\$ 1,383,644.27
PacWest/CalCLASS - Capital	\$ 1,981,159.27	\$ 1,877,540.03
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 462,337.09
Contingency - Computer	\$ 33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 45,000.00	\$ 30,000.00
<b>Total</b>	<b>\$ 6,703,347.35</b>	<b>\$ 6,118,579.74</b>

### Unrestricted Funds

Contingency	\$ 7,687,189.80	\$ 5,455,045.65
General Fund Checking	\$ 348,545.39	\$ 378,540.40
<b>Total</b>	<b>\$ 8,035,735.19</b>	<b>\$ 5,833,586.05</b>

### Total of all Funds

	<b>\$ 24,231,530.65</b>	<b>\$ 19,931,416.75</b>
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Pleasant Valley Recreation and Park District  
 Monthly AP, Payroll, Wire, Online Payment Report  
 May 2024

	Date	Amount	
Accounts Payables:	5/31/2024	\$ 490,943.57	
	<b>Total</b>	<b>\$ 490,943.57</b>	
Payroll (Total Cost):	5/9/2024	\$ 159,402.50	
	5/23/2024	\$ 149,935.63	
	<b>Total</b>	<b>\$ 309,338.13</b>	
Payroll AP Payments	5/3/2024	\$ 43,386.26	PERS Health Insurance Premium
	5/3/2024	\$ 3,953.01	Guardian
	5/3/2024	\$ 583.80	VSP
	5/3/2024	\$ 2,082.95	Hartford
	5/9/2024	\$ 17,264.56	CALPERS - Ret PR 5/9/2024
	5/23/2024	\$ 17,420.26	CALPERS- Ret-PR-5/23/2024
	<b>Total</b>	<b>\$ 84,690.84</b>	
	<b>Grand Total</b>	<b>\$ 884,972.54</b>	

Developer	Project			Quimby Funds			GL Code			
	No.	Location	Description	Budgeted	Expended	Awarded		Balance	Committed Date	Allocation Date
AMLI										
Public Hearing 7/5/2018	1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00		7/31/2019	8446
Public Hearing 7/5/2018	2	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 364,574.44	\$ 8444	\$ 8444		12/6/2018	8444
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94	\$ -	\$ -		10/3/2018	8445
<b>TOTALS</b>				<b>\$ 720,600.00</b>	<b>\$ 615,709.00</b>	<b>\$ -</b>	<b>\$ -</b>			
*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes										
FAIRFIELD LLC										
Public Hearing 11/7/2018	1	Freedom	Freedom Baseball Fields- Non-Contract Cost	\$ 1,100,000.00	\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70		11/7/2018	8459
Public Hearing 7/3/19	3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 411,628.87	\$ 1,334,739.05	\$ 1,334,739.05			8469
Mid-Year Budget Adj. 2/5/2020	4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90	\$ 636,613.41	\$ 636,613.41			8478
	5		Senior and Community Rec Fee Project	\$ 14,574.50	\$ -	\$ 622,038.91	\$ 622,038.91			8511
	6		Senior and Community Rec Fee Exterior Proj	\$ -	\$ -	\$ 341,389.71	\$ 341,389.71			8480
	7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20	\$ -	\$ -			
	8		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ -			
	9		Freedom Park Parking Lot Enhancement	\$ -	\$ -	\$ -	\$ -			
	10		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ -			
	11		Camarillo Grove Nature Center	\$ -	\$ -	\$ -	\$ -			
<b>ELACORA MISSION OAKS</b>				<b>\$ 1,910,000.00</b>	<b>\$ 1,909,999.99</b>	<b>\$ 3,413,899.71</b>	<b>\$ 3,413,899.71</b>			
Budget Allocation 11/5/2020	1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ 189,887.74	\$ 2,649,209.00	\$ 2,649,209.00		8/8/2021	
Budget Allocation 7/7/2021	2	Ameill Rch Pk	Ameill Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96	\$ 962,679.30	\$ 962,679.30		11/3/2016	8464
	3		Pickleball	\$ 1,400,000.00	\$ 312,384.62	\$ 650,294.68	\$ 650,294.68		11/5/2020	8493
	4		Camarillo Nature Center	\$ 300,000.00	\$ -	\$ 650,294.68	\$ 650,294.68			
	5		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ 650,294.68	\$ 650,294.68			
			Freedom Baseball Fields	\$ -	\$ -	\$ 650,294.68	\$ 650,294.68			
<b>KB HOMES</b>				<b>\$ 3,200,000.00</b>	<b>\$ 1,998,914.32</b>	<b>\$ 474,353.00</b>	<b>\$ 474,353.00</b>			
Public Hearing 7/5/2018	1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30	\$ 441,984.70	\$ 441,984.70		8/10/2021	8444
Public Hearing 7/5/2018	2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78	\$ 275,730.92	\$ 275,730.92			8460
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74	\$ 244,193.18	\$ 244,193.18			8447
	4		Community Center Classroom and Auditorium Enhancements	\$ 868.82	\$ -	\$ 243,324.36	\$ 243,324.36			8513
	5		Dos Carninos Expansion and ADA	\$ -	\$ -	\$ 243,324.36	\$ 243,324.36			
<b>CRESTVIEW</b>				<b>\$ 629,500.00</b>	<b>\$ 231,028.64</b>	<b>\$ 2,612.25</b>	<b>\$ 2,612.25</b>			
Public Hearing 6/7/2023	1	Senior/Community Center ADA	Senior/Community Center ADA	\$ 21,612.25	\$ 20,865.20	\$ 21,612.25	\$ 21,612.25		6/7/2023	8510
<b>HABITAT FOR HUMANITY</b>				<b>\$ 21,612.25</b>	<b>\$ 20,865.20</b>	<b>\$ 747.05</b>	<b>\$ 747.05</b>			
Public Hearing 3/6/2024	1	Community Center Improvements	Community Center Improvements	\$ 35,242.00	\$ -	\$ 35,242.00	\$ 35,242.00		9/17/2024	
	2	Freedom Pickleball Courts	Freedom Pickleball Courts	\$ 35,242.00	\$ -	\$ 35,242.00	\$ 35,242.00			
<b>SHEA HOMES</b>				<b>\$ 70,484.00</b>	<b>\$ -</b>	<b>\$ 35,242.00</b>	<b>\$ 35,242.00</b>			
Public Hearing 7/5/2023	1	Multi-Generation Center	Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00		11/21/2024	8504
<b>Williams Homes</b>				<b>\$ 1,000,000.00</b>	<b>\$ -</b>	<b>\$ 1,264,500.00</b>	<b>\$ 1,264,500.00</b>			
Public Hearing 7/5/2023	1	Multi-Generation Center	Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00		7/5/2023	8504
<b>Somis Ranch Phase 1</b>				<b>\$ 2,840,447.45</b>	<b>\$ 2,840,447.45</b>	<b>\$ 2,840,447.45</b>	<b>\$ 2,840,447.45</b>			
Public Hearing 7/5/2023	1	Multi-Generation Center	Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00		11/21/2024	8504
<b>Somis Ranch Phase 2</b>				<b>\$ 347,625.00</b>	<b>\$ 347,625.00</b>	<b>\$ 347,625.00</b>	<b>\$ 347,625.00</b>			
Public Hearing 7/5/2023	1	Multi-Generation Center	Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00		7/5/2023	8504
<b>Barry 60 LP</b>				<b>\$ 313,508.00</b>	<b>\$ 313,508.00</b>	<b>\$ 313,508.00</b>	<b>\$ 313,508.00</b>			
Public Hearing 7/5/2023	1	Multi-Generation Center	Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00		7/5/2023	8504
<b>Interest</b>				<b>\$ 831,193.67</b>	<b>\$ 831,193.67</b>	<b>\$ 831,193.67</b>	<b>\$ 831,193.67</b>			
Public Hearing 7/5/2023	1	Multi-Generation Center	Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00		7/5/2023	8504
<b>Grand Total</b>				<b>\$ 7,552,196.25</b>	<b>\$ 4,775,617.15</b>	<b>\$ 11,921,989.07</b>	<b>\$ 11,921,989.07</b>			

Pleasant Valley Recreation and Park District  
Park Impact Fee's Collected

**FY2022**

Date Received	Amount	Applicant	Project
10/28/2021	\$ 158.40	Square One Arch	Messner Filtration
12/20/2021	\$ 6,983.00	Art Wahl	Stern Residence
12/21/2021	\$ 158,222.80	Levon Ghukasyan	Village at the Park
3/23/2022	\$ 6,983.00	Crestview Ranch	Spanish Hills Estates
<b>Total Received</b>	<b>\$ 172,347.20</b>		
<b>Interest Earned</b>	<b>\$ 11.90</b>		

**FY2023**

Date Received	Amount	Applicant	Project
9/29/2022	\$ 218.40	Raymond Dickerhoff	Wedgewood Weddings
1/10/2023	\$ 7,712.79	Travis Rodriguez	Jenkins Residence
3/6/2023	\$ 7,712.79	Michael Dubin	600 Corte Corride
4/25/2023	\$ 187.98	Daiva McBride	House of Bamboo
4/28/2023	\$ 7,712.79	Phineas Turner	RPD-206
5/4/2023	\$ 69.81	Sustainability Engineering Group	Ralph's Fuel Center
5/24/2023	\$ 17,511.56	RJ Rieves	Rexford Ind.
5/26/2023	\$ 7,945.00	Siamak Rezvani	Crestview
<b>Total Received</b>	<b>\$ 49,071.12</b>		
<b>Interest Earned</b>	<b>\$ 5,998.78</b>		
<b>PVRPD Administrative Fee</b>	<b>\$ (981.42)</b>		

**FY2024**

Date Received	Amount	Applicant	Project
9/7/2023	\$ 1,771,314.00	Grant Williams	RPD-201 Camino Ruiz
11/30/2023	\$ 2,060.00	Dillon Merchant	Chick Fil-A
3/5/2024	\$ 660.00	Mahdi Rezvan	Arneill Pharmacy
3/18/2024	\$ 18,577.89	Robert Goetsch	IPD-405
3/26/2024	\$ 21,706.91	Charles Sandlin	Gleson/Dawson Self Storage

<b>YTD Received</b>	<b>\$ 1,814,318.80</b>
<b>YTD Interest Earned</b>	<b>\$ 83,864.26</b>
<b>Balance as of 4/30/2024</b>	<b>\$ 2,124,630.64</b>

5-Year Findings Report Due	FY2027 (w/in 180D)
	FY2032 (w/in 180D)
	FY2037 (w/in 180D)
	FY2042 (w/in 180D)

### California CLASS

Investment Name	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23
<b>California CLASS</b>	4.19%	4.53%	4.70%	4.77%	5.00%	5.15%	5.23%	5.29%	5.45%
	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
<b>California CLASS</b>	5.48%	5.51%	5.55%	5.54%	5.47%	5.44%	5.42%	5.40%	5.39%

- Rates are determined at the end of the month

### Ventura County Pool

Investment Name	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23
<b>Ventura County Pool</b>	2.74%	3.01%	3.15%	3.11%	3.60%	3.49%	3.56%	3.49%	3.51%
	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
<b>Ventura County Pool</b>	3.64%	3.78%	4.02%	4.26%	4.29%	4.39%	4.41%	4.52%	4.56%

### Local Agency Investment Fund (LAIF)

Investment Name	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23
<b>Local Agency Investment Fund (LAIF)</b>	2.17%	2.43%	2.62%	2.83%	2.87%	2.99%	3.17%	3.31%	3.43%
	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
<b>Local Agency Investment Fund (LAIF)</b>	3.53%	3.67%	3.84%	3.93%	4.01%	4.12%	4.23%	4.27%	4.33%

### Pacific Western Bank

Investment Name	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23
<b>Pacific Western Bank</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
<b>Pacific Western Bank</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 3, 2024**

**SUBJECT: FINANCE REPORT MAY 2024**

**ANALYSIS OF COMPARATIVE FINANCIALS THROUGH MAY 31, 2024**

The District's Statements of Revenues and Expenditures for the period of May 1, 2024, through May 31, 2024, with a year-to-date comparison for the period of May 1, 2023, through May 28, 2023, are attached. The percentage rate used is 91.7% for Period 11 of the current fiscal year. All dollar amounts are rounded.

**REVENUES**

Total revenue including the 11<sup>th</sup> month ending May 31, 2024, for Fund 10 (General Fund) has an overall increase of \$1,240,289 in comparison to Fiscal Year 2022-2023. The variance from the prior year includes: 1) increase in Tax Apportionments (5110-5240) of \$554,062, 2) increase in Rentals (5530) of \$263,883, 3) increase in Public Fees (5510-5520) received of \$110,171, and 4) increase in Interest Revenue (5310) received of \$240,839. The increase in Rentals is due to increases in actual rentals as well as increases in rental fees. Public fees have seen an increase due to continued interest from residents in District offered services, such as Camp Funtastic. Interest rates and cash balances continue to stay higher than last year, leading to increased returns.

Total revenue recorded for Fund 20 for May 2024, the Assessment District Fund, was \$4,946 in Interest and \$528,880 in Assessment Revenue, with an overall year-to-date increase of \$54,884 from the year prior.

Total revenue recorded for Fund 30 for May 2024, the Quimby Fund, was \$18,327 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for May 2024, the Park Impact Fees Fund, was \$9,641 in interest. Park Impact Fees are only collected when certain requirements are met for whenever additional square footage is added to either residential or commercial properties, following certain criteria.

Total revenue recorded for Fund 50 for May 2024, the Community Development Block Grant (CDBG) Food Share Fund, was \$5,899. Reimbursement requests are made on a quarterly basis.

Total revenue recorded for Fund 60 for May 2024, the Restricted Donations Fund, was \$0. Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. The only money that was kept in Fund 60 was for the Miracle League of the 805 Ballfield. This project has been completed and Fund 60 will be unused until future donations are received.

## **EXPENDITURES**

Fund 10 Personnel Expenditures: Excluding the Unfunded Liability payment to CalPERS (6170) of \$494,762, there was an increase in salaries and benefits year-over-year of \$97,329. This is due primarily to the cost of living and merit increases.

Fund 10 Service and Supply Expenditures show an increase of \$640,263 in comparison to the same period last year.

Excluding reserves, the increase in Services and Supplies year-to-date is \$622,466. This increase includes: Redevelopment/Collection Fees (6960) being \$189,555 more than last year, Insurance Liability (6410) being \$87,810 more than last year, an increase in Utilities – Water (7820) of \$28,184 due to drier and warmer months through December and water rate increases effective January 1, and an increase in COP Debt – PV Fields (7950) of \$123,758 due to increased costs of Pleasant Valley Fields maintenance requiring paying more of the COP Debt for Pleasant Valley Fields from the General Fund instead of Assessment, in order to free up funds in the Assessment Fund 20 budget.

Fund 10 Capital Expenditures shows an increase of \$134,894 in comparison to the same period last year. Fund 10 Total Expenditures year-to-date are \$858,872 more compared to this point last year.

Fund 20 Expenditures are \$81,519 in Personnel and \$957,179 in Services and Supplies in total as of this month. Total expenditures are \$27,061 less than this time last year, due to the reallocation of COP Debt to be paid from the General Fund in order to free up funds for contracted services.

Fund 30 has Expenditures of \$3,507 for the Freedom Park Pickleball Sports Complex, \$9,197 for Senior/Community Center Enhancements, and \$869 for Community Center/Classroom enhancements this month.

Fund 40 has Expenditures of \$0 for this month.

Fund 50 has Personnel Expenses of \$2,791 and Services and Supplies Expenses of \$6,046 for this month. The District received an additional allocation of funds for CDBG to purchase supplies for future use. These expenses will be reimbursed from the CDBG Food Share grant received from the City of Camarillo.

Fund 60 has no Expenditures this month.

## **FISCAL IMPACT**

Overall, the financials show the District is under the approved budget for Fund 10 by 21.68%, Fund 20 by 19.63%, Fund 30 by 93.14%, and Fund 50 by 1.71%. Fund 60 is no longer being used. Fund 40 has no budget.

## **RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for May 31, 2024, for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

## **ATTACHMENTS**

- 1) Financial Statement of Revenues and Expenditures as of May 31, 2024, Fund 10  
(2 pages)
- 2) Financial Statement of Revenues and Expenditures as of May 31, 2024, Fund 20  
(1 page)
- 3) Financial Statement of Revenues and Expenditures as of May 31, 2024, Fund 30  
(1 page)
- 4) Financial Statement of Revenues and Expenditures as of May 31, 2024, Fund 40  
(1 page)
- 5) Financial Statement of Revenues and Expenditures as of May 31, 2024, Fund 50  
(1 page)

General Ledger  
Fund 10 General Fund  
May 2024 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apportionment	5240	\$ 3,607,027.09	\$ 7,849,729.01	\$ 8,403,791.29	\$ 8,109,714.00	\$ (294,077.29)	103.63%
Interest Earnings	5310	\$ 38,492.63	\$ 211,890.19	\$ 452,728.78	\$ 300,000.00	\$ (152,728.78)	150.91%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Park Patrol Citations	5506	\$ 148.00	\$ 2,790.74	\$ 2,950.80	\$ 2,300.00	\$ (650.80)	128.30%
Bingo - Primary Revenue	5508	\$ 2,957.25	\$ 19,330.55	\$ 22,588.42	\$ 19,750.00	\$ (2,838.42)	114.37%
Excess Bingo Revenue	5509	\$ -	\$ 10,263.69	\$ 3,212.00	\$ 1,800.00	\$ (1,412.00)	178.44%
Contract Classes-Public Fees	5510	\$ 19,463.06	\$ 186,714.58	\$ 227,392.58	\$ 183,357.00	\$ (44,035.58)	124.02%
Public Fees	5511	\$ 7,302.33	\$ 199,560.29	\$ 267,693.59	\$ 305,964.00	\$ 38,270.41	87.49%
Public Fees-Entry Fees	5520	\$ 708.00	\$ 41,964.00	\$ 43,323.50	\$ 41,600.00	\$ (1,723.50)	104.14%
Vending Concessions	5525	\$ -	\$ 1,132.72	\$ -	\$ 1,450.00	\$ 1,450.00	0.00%
Rental	5530	\$ 61,343.84	\$ 375,833.26	\$ 639,716.44	\$ 550,793.00	\$ (88,923.44)	116.14%
Cell Tower Revenue	5535	\$ 13,215.48	\$ 103,377.62	\$ 153,446.23	\$ 159,600.00	\$ 6,153.77	96.14%
Parking Fees	5540	\$ 2,518.12	\$ 16,271.96	\$ 28,839.80	\$ 17,350.00	\$ (11,489.80)	166.22%
Advertising Revenue	5555	\$ -	\$ 10,075.00	\$ 6,150.00	\$ 6,000.00	\$ (150.00)	102.50%
Sponsorships/Donations	5558	\$ -	\$ 16,875.34	\$ 4,807.47	\$ 2,500.00	\$ (2,307.47)	192.30%
Special Event	5561	\$ -	\$ 73,669.09	\$ 22,303.19	\$ 125,120.00	\$ 102,816.81	17.83%
Staffing Cost Recovery - Parks	5563	\$ 570.00	\$ 31,487.25	\$ 44,062.50	\$ 41,212.00	\$ (2,850.50)	106.92%
Special Event Permits	5564	\$ (250.00)	\$ 900.00	\$ 2,140.00	\$ 1,100.00	\$ (1,040.00)	194.55%
Security Services - Recovery	5566	\$ (550.00)	\$ 6,486.00	\$ 11,775.00	\$ 5,000.00	\$ (6,775.00)	235.50%
Contributions	5570	\$ 13,901.66	\$ -	\$ 22,892.98	\$ 716.50	\$ (22,176.48)	3195.11%
Other Misc Revenue	5575	\$ 6,231.23	\$ 107,062.83	\$ 72,240.17	\$ 35,250.00	\$ (36,990.17)	204.94%
Restricted Donations	5576	\$ -	\$ -	\$ 5,098.00	\$ 5,098.00	\$ -	100.00%
Incentive Income	5585	\$ 25.32	\$ 2,639.27	\$ 1,335.20	\$ 1,700.00	\$ 364.80	78.54%
Reimbursement - ROPS	5600	\$ -	\$ 496,791.60	\$ 566,645.76	\$ 350,000.00	\$ (216,645.76)	161.90%
<b>Revenue</b>		<b>\$ 3,773,104.01</b>	<b>\$ 9,764,844.99</b>	<b>\$ 11,005,133.70</b>	<b>\$ 10,282,374.50</b>	<b>\$ (722,759.20)</b>	<b>107.03%</b>
<b>YTD Comparison</b>				<b>\$ 1,240,288.71</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 199,742.62	\$ 2,301,409.32	\$ 2,350,959.47	\$ 2,804,745.00	\$ 453,785.53	83.82%
Overtime Salaries	6101	\$ 1,741.81	\$ 18,248.01	\$ 16,390.70	\$ 28,035.00	\$ 11,644.30	58.47%
Car Allowance	6105	\$ 461.52	\$ 9,968.88	\$ 9,129.48	\$ 7,600.00	\$ (1,529.48)	120.12%
Cell Phone Allowance	6108	\$ 1,064.00	\$ 13,798.68	\$ 12,636.07	\$ 15,960.00	\$ 3,323.93	79.17%
Part-Time Salaries	6110	\$ 23,203.57	\$ 360,588.18	\$ 392,268.51	\$ 628,173.00	\$ 235,904.49	62.45%
Retirement	6120	\$ 35,708.75	\$ 379,181.96	\$ 407,319.42	\$ 532,840.00	\$ 125,520.58	76.44%
457 Pension	6121	\$ 87.17	\$ 22,735.28	\$ 7,115.14	\$ 10,000.00	\$ 2,884.86	71.15%
Deferred Compensation	6125	\$ 399.46	\$ 4,473.86	\$ 4,593.79	\$ 5,193.00	\$ 599.21	88.46%
Employee Insurance	6130	\$ 32,447.38	\$ 298,005.86	\$ 312,744.54	\$ 432,616.00	\$ 119,871.46	72.29%
Workers Compensation	6140	\$ 12,634.52	\$ 149,034.95	\$ 142,748.51	\$ 186,770.00	\$ 44,021.49	76.43%
Unemployment Insurance	6150	\$ -	\$ 1,132.00	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 508,376.00	\$ 494,762.00	\$ 494,762.00	\$ -	100.00%
<b>Personnel</b>		<b>\$ 307,490.80</b>	<b>\$ 4,066,952.98</b>	<b>\$ 4,150,667.63</b>	<b>\$ 5,156,694.00</b>	<b>\$ 1,006,026.37</b>	<b>80.49%</b>
<b>YTD Comparison</b>				<b>\$ 83,714.65</b>			
<b>Services and Supplies</b>							
Telephone/Internet	6210	\$ 1,948.47	\$ 19,684.36	\$ 20,614.05	\$ 21,692.00	\$ 1,077.95	95.03%
IT Services	6220	\$ 3,836.14	\$ 49,052.40	\$ 57,409.82	\$ 64,298.00	\$ 6,888.18	89.29%
IT Hardware	6230	\$ -	\$ 62.72	\$ 414.34	\$ 2,000.00	\$ 1,585.66	20.72%
Software Services	6240	\$ 9,685.47	\$ 66,263.00	\$ 63,083.43	\$ 73,586.00	\$ 10,502.57	85.73%
Pool Chemicals	6310	\$ 1,779.43	\$ 3,698.47	\$ 5,666.68	\$ 7,250.00	\$ 1,583.32	78.16%
Janitorial Supplies	6320	\$ 6,396.56	\$ 38,306.67	\$ 53,215.45	\$ 49,800.00	\$ (3,415.45)	106.86%
Kitchen Supplies	6330	\$ -	\$ 74.84	\$ 132.09	\$ 700.00	\$ 567.91	18.87%
Food Supplies	6340	\$ 285.78	\$ 5,553.24	\$ 8,665.99	\$ 6,625.00	\$ (2,040.99)	130.81%
Water Maint & Service	6350	\$ 60.60	\$ 674.68	\$ 646.35	\$ 900.00	\$ 253.65	71.82%
Laundry/Wash Service	6360	\$ 57.00	\$ -	\$ 325.50	\$ 1,120.00	\$ 794.50	29.06%
Medical Supplies	6380	\$ -	\$ 719.15	\$ -	\$ 1,390.00	\$ 1,390.00	0.00%
Insurance Liability	6410	\$ -	\$ 289,778.00	\$ 377,588.00	\$ 377,588.00	\$ -	100.00%
Equipment Maintenance	6500	\$ -	\$ 576.43	\$ 1,629.02	\$ 1,600.00	\$ (29.02)	101.81%
Fuel	6510	\$ 7,388.29	\$ 55,792.93	\$ 58,122.88	\$ 68,475.00	\$ 10,352.12	84.88%
Vehicle Maintenance	6520	\$ 7,373.31	\$ 29,876.32	\$ 37,713.75	\$ 38,100.00	\$ 386.25	98.99%
Building Repair	6610	\$ 6,776.21	\$ 59,982.77	\$ 59,453.83	\$ 67,500.00	\$ 8,046.17	88.08%
HVAC Maintenance/Repairs	6620	\$ 5,168.79	\$ 4,504.98	\$ 10,095.96	\$ 8,820.00	\$ (1,275.96)	114.47%
Playground Maintenance	6630	\$ 4,261.78	\$ 4,147.47	\$ 27,566.47	\$ 35,000.00	\$ 7,433.53	78.76%
Hill Fire 2018	6640	\$ -	\$ -	\$ (898.32)	\$ -	\$ 898.32	-
Grounds Maintenance	6710	\$ 33,381.55	\$ 70,672.23	\$ 106,330.54	\$ 101,220.00	\$ (5,110.54)	105.05%
Tree Care	6719	\$ 492.00	\$ 30,000.00	\$ 29,999.05	\$ 30,000.00	\$ 0.95	100.00%
Contracted LS Services	6720	\$ -	\$ -	\$ 198.40	\$ -	\$ (198.40)	-
Contracted Pest Control	6730	\$ 600.00	\$ 3,000.00	\$ 3,600.00	\$ 4,020.00	\$ 420.00	89.55%
Rubbish & Refuse	6740	\$ 12,844.19	\$ 62,485.20	\$ 66,299.21	\$ 84,330.00	\$ 18,030.79	78.62%
Vandalism/Theft	6750	\$ -	\$ 350.12	\$ 1,147.53	\$ 1,000.00	\$ (147.53)	114.75%
Memberships	6810	\$ -	\$ 13,890.00	\$ 14,315.00	\$ 16,952.00	\$ 2,637.00	84.44%
Office Supplies	6910	\$ 1,529.84	\$ 11,047.14	\$ 17,862.78	\$ 33,950.00	\$ 16,087.22	52.61%
Postage Expense	6920	\$ -	\$ 18,324.46	\$ 18,181.84	\$ 18,700.00	\$ 518.16	97.23%
Advertising Expense	6930	\$ 1,757.05	\$ 697.38	\$ 2,322.05	\$ 3,040.00	\$ 717.95	76.38%
Printing Charges	6940	\$ 590.84	\$ 7,704.59	\$ 6,838.81	\$ 13,126.00	\$ 6,287.19	52.10%
Bank & Registration Fees	6950	\$ 93.72	\$ 1,816.67	\$ 819.24	\$ 3,920.00	\$ 3,100.76	20.90%
Approp Redev/Collection Fees	6960	\$ 425,307.00	\$ 707,869.64	\$ 897,425.07	\$ 684,039.00	\$ (213,386.07)	131.20%
Minor Furn Fixture & Equip	6980	\$ 1,779.48	\$ 1,592.60	\$ 17,787.84	\$ 25,237.00	\$ 7,449.16	70.48%
Fingerprint Fees (HR)	7010	\$ 64.00	\$ 1,352.00	\$ 1,094.00	\$ 3,360.00	\$ 2,266.00	32.56%



General Ledger  
Fund 10 General Fund  
May 2024 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Fire & Safety Insp Fees	7020	\$ 2,783.00	\$ 1,077.11	\$ 3,087.00	\$ 6,675.00	\$ 3,588.00	46.25%
Permit & Licensing Fees	7030	\$ -	\$ 5,772.69	\$ 8,080.89	\$ 7,300.00	\$ (780.89)	110.70%
Professional Services	7100	\$ -	\$ 54,158.58	\$ 67,895.63	\$ 270,200.00	\$ 202,304.37	25.13%
Legal Services	7110	\$ 2,313.64	\$ 51,005.72	\$ 45,623.39	\$ 90,000.00	\$ 44,376.61	50.69%
Typeset and Print Services	7115	\$ 83.41	\$ 35,609.15	\$ 35,170.17	\$ 36,600.00	\$ 1,429.83	96.09%
Instructor Services	7120	\$ 18,053.99	\$ 121,863.27	\$ 134,344.35	\$ 108,902.00	\$ (25,442.35)	123.36%
PERS Admin Fees	7125	\$ 150.87	\$ 1,356.91	\$ 1,598.07	\$ 2,200.00	\$ 601.93	72.64%
Audit Services	7130	\$ -	\$ 16,075.00	\$ 7,750.00	\$ 17,425.00	\$ 9,675.00	44.48%
Medical & Health Svcs	7140	\$ 320.00	\$ 4,053.44	\$ 2,695.00	\$ 10,720.00	\$ 8,025.00	25.14%
Security Services	7150	\$ 2,644.00	\$ 2,920.00	\$ 8,523.69	\$ 7,122.00	\$ (1,401.69)	119.68%
Entertainment Services	7160	\$ -	\$ 572.25	\$ 4,723.26	\$ 4,300.00	\$ (423.26)	109.84%
Business Services	7180	\$ 5,384.04	\$ 58,945.90	\$ 71,849.49	\$ 95,805.00	\$ 23,955.51	75.00%
Umpire/Referee Services	7190	\$ 330.00	\$ 1,150.00	\$ 1,295.00	\$ 1,700.00	\$ 405.00	76.18%
Subscriptions	7210	\$ 11.98	\$ 219.90	\$ 1,231.50	\$ 2,375.00	\$ 1,143.50	51.85%
Rents & Leases - Equip	7310	\$ 641.93	\$ 5,483.89	\$ 12,431.64	\$ 48,720.00	\$ 36,288.36	25.52%
Bldg/Field Leases & Rental	7320	\$ -	\$ 60.00	\$ 60.00	\$ 60.00	\$ -	100.00%
Division Supplies	7410	\$ 7,748.99	\$ 5,170.16	\$ 23,255.64	\$ 30,365.00	\$ 7,109.36	76.59%
Program/Event Supplies	7420	\$ -	\$ 7,831.61	\$ -	\$ -	\$ -	-
Bingo Supplies	7430	\$ 592.45	\$ 4,719.27	\$ 2,896.99	\$ 4,800.00	\$ 1,903.01	60.35%
Sporting Goods	7440	\$ 63.74	\$ 4,134.02	\$ 7,740.45	\$ 8,400.00	\$ 659.55	92.15%
Arts and Craft Supplies	7450	\$ 14.15	\$ 2,845.13	\$ 14.15	\$ 1,575.00	\$ 1,560.85	0.90%
Training Supplies	7460	\$ 145.14	\$ 954.28	\$ 670.26	\$ 3,970.00	\$ 3,299.74	16.88%
Small Tools	7500	\$ 375.97	\$ 5,565.97	\$ 2,221.67	\$ 6,000.00	\$ 3,778.33	37.03%
Safety Supplies	7510	\$ 104.60	\$ 3,680.81	\$ 1,360.63	\$ 4,415.00	\$ 3,054.37	30.82%
Uniform Allowance	7610	\$ 1,115.81	\$ 8,432.54	\$ 8,583.49	\$ 15,790.00	\$ 7,206.51	54.36%
Safety Clothing	7620	\$ 1,141.94	\$ 2,800.10	\$ 3,238.08	\$ 5,404.00	\$ 2,165.92	59.92%
Conference&Seminar Staff	7710	\$ 345.00	\$ 11,804.77	\$ 7,909.00	\$ 19,665.00	\$ 11,756.00	40.22%
Conference&Seminar Board	7715	\$ -	\$ 285.00	\$ 815.00	\$ 2,625.00	\$ 1,810.00	31.05%
Conference&Seminar Travel Exp	7720	\$ 322.95	\$ 3,655.36	\$ 3,563.08	\$ 6,067.00	\$ 2,503.92	58.73%
Out of Town Travel Board	7725	\$ -	\$ 828.30	\$ 351.23	\$ 2,970.00	\$ 2,618.77	11.83%
Private Vehicle Mileage	7730	\$ 41.81	\$ 1,378.55	\$ 504.55	\$ 4,847.00	\$ 4,342.45	10.41%
Buses/Excursions	7750	\$ -	\$ 4,900.89	\$ 7,728.43	\$ 11,400.00	\$ 3,671.57	67.79%
Tuition/Book Reimbursement	7760	\$ -	\$ 100.00	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 4,241.41	\$ 60,857.34	\$ 40,580.74	\$ 49,133.00	\$ 8,552.26	82.59%
Utilities - Water	7820	\$ 9,120.26	\$ 459,398.00	\$ 487,582.39	\$ 786,277.00	\$ 298,694.61	62.01%
Utilities - Electric	7830	\$ 22,601.34	\$ 139,296.86	\$ 174,389.28	\$ 232,694.00	\$ 58,304.72	74.94%
Airport Assessment Exp	7840	\$ -	\$ -	\$ 1,265.00	\$ 14,000.00	\$ 12,735.00	9.04%
Awards and Certificates	7910	\$ 195.81	\$ 8,562.55	\$ 7,609.11	\$ 18,190.00	\$ 10,580.89	41.83%
Meals for Staff Training	7920	\$ 208.08	\$ 1,318.07	\$ 1,069.21	\$ 3,500.00	\$ 2,430.79	30.55%
Employee Morale	7930	\$ 1,552.39	\$ 2,499.13	\$ 4,521.07	\$ 5,500.00	\$ 978.93	82.20%
COP Debt - PV Fields	7950	\$ -	\$ 217,282.28	\$ 341,039.80	\$ 343,214.00	\$ 2,174.20	99.37%
Reserve Vehicle Fleet	7970	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	100.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	100.00%
Reserve Dry Period	7973	\$ -	\$ 65,203.00	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Capital Improvements	7974	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	-
Reserve Repair/Oper/Admin	7975	\$ -	\$ 20,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	100.00%
Admin Fee / CC Refund 2020	8112	\$ -	\$ -	\$ (293.75)	\$ -	\$ 293.75	-
<b>Services and Supplies</b>		<b>\$ 616,106.20</b>	<b>\$ 3,013,378.26</b>	<b>\$ 3,653,641.23</b>	<b>\$ 4,297,243.00</b>	<b>\$ 643,601.77</b>	<b>85.02%</b>
<b>YTD Comparison</b>				<b>\$ 640,262.97</b>			
<b>Capital</b>							
General Capital	8400	\$ 9,831.00	\$ -	\$ 15,211.00	\$ 25,000.00	\$ 9,789.00	60.84%
Equip/Facility Replacement	8420	\$ -	\$ 107,257.22	\$ 28,721.23	\$ 35,000.00	\$ 6,278.77	82.06%
Freedom Dog Park	8502	\$ 10,204.20	\$ 103,682.42	\$ 14,554.17	\$ 3,740.74	\$ (329.77)	389.07%
Valle Lindo Court Resurface	8505	\$ -	\$ -	\$ 65,413.32	\$ 55,000.00	\$ (10,413.32)	118.93%
Epoxy Pool Deck	8506	\$ 5,171.52	\$ -	\$ 5,698.96	\$ 100,000.00	\$ 94,301.04	5.70%
Lokker Playground	8507	\$ 10,575.00	\$ -	\$ 29,552.50	\$ 500,000.00	\$ 470,447.50	5.91%
PV Fields Irrigation Pumps	8508	\$ 22,506.39	\$ -	\$ 22,506.39	\$ 100,000.00	\$ 77,493.61	22.51%
PV Fields Sewer Lift Stations	8509	\$ -	\$ -	\$ 111,267.13	\$ 133,562.24	\$ 22,295.11	83.31%
Community Center Playground	8512	\$ 59,892.75	\$ -	\$ 59,892.75	\$ -	\$ (59,892.75)	-
Inflatable Horse Derby	8514	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ (3,500.00)	-
<b>Capital</b>		<b>\$ 111,476.66</b>	<b>\$ 210,939.64</b>	<b>\$ 345,833.79</b>	<b>\$ 952,302.98</b>	<b>\$ 606,469.19</b>	<b>36.32%</b>
<b>YTD Comparison</b>				<b>\$ 134,894.15</b>			
<b>Expense</b>		<b>\$ 1,035,073.66</b>	<b>\$ 7,291,270.88</b>	<b>\$ 8,150,142.65</b>	<b>\$ 10,406,239.98</b>	<b>\$ 2,256,097.33</b>	<b>78.32%</b>
<b>YTD Comparison</b>				<b>\$ 858,871.77</b>			
<b>Revenue Total</b>		<b>\$ 3,773,104.01</b>	<b>\$ 9,764,844.99</b>	<b>\$ 11,005,133.70</b>	<b>\$ 10,282,374.50</b>	<b>\$ (722,759.20)</b>	<b>107.03%</b>
<b>Expense Total</b>		<b>\$ 1,035,073.66</b>	<b>\$ 7,291,270.88</b>	<b>\$ 8,150,142.65</b>	<b>\$ 10,406,239.98</b>	<b>\$ 2,256,097.33</b>	<b>78.32%</b>
<b>YTD Revenue-Expenses</b>			<b>\$ 2,473,574.11</b>	<b>\$ 2,854,991.05</b>			
<b>YTD Comparison</b>				<b>\$ 381,416.94</b>			

General Ledger  
Fund 20 Assessment Fund  
May 2024 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ 4,945.77	\$ 24,529.82	\$ 45,868.38	\$ 20,000.00	\$ (25,868.38)	229.34%
Assessment Revenue	5500	\$ 528,879.71	\$ 1,237,335.16	\$ 1,270,880.52	\$ 1,293,871.00	\$ 22,990.48	98.22%
<b>Revenue</b>		<b>\$ 533,825.48</b>	<b>\$ 1,261,864.98</b>	<b>\$ 1,316,748.90</b>	<b>\$ 1,313,871.00</b>	<b>\$ (2,877.90)</b>	<b>100.22%</b>
<b>YTD Comparison</b>				<b>\$ 54,883.92</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ -	\$ 39,370.00	\$ 50,780.14	\$ 50,780.14	\$ -	100.00%
Cell Phone Allowance	6108	\$ -	\$ 166.32	\$ 132.93	\$ 132.93	\$ -	100.00%
Part-Time Salaries	6110	\$ -	\$ -	\$ 3,749.34	\$ 3,749.34	\$ -	100.00%
Retirement	6120	\$ -	\$ 6,657.54	\$ 9,932.61	\$ 9,932.61	\$ -	100.00%
Employee Insurance	6130	\$ -	\$ 8,839.95	\$ 10,870.97	\$ 10,870.97	\$ -	100.00%
Workers Compensation	6140	\$ -	\$ 4,394.93	\$ 6,053.26	\$ 6,053.26	\$ -	100.00%
<b>Personnel</b>		<b>\$ -</b>	<b>\$ 59,428.74</b>	<b>\$ 81,519.25</b>	<b>\$ 81,519.25</b>	<b>\$ -</b>	<b>100.00%</b>
<b>YTD Comparison</b>				<b>\$ 22,090.51</b>			
<b>Services and Supplies</b>							
Building Repair	6610	\$ -	\$ -	\$ 2,355.55	\$ 1,520.00	\$ (835.55)	154.97%
Incidental Costs - Assess	6709	\$ -	\$ 18,522.28	\$ 11,269.13	\$ 19,444.00	\$ 8,174.87	57.96%
Grounds Maintenance	6710	\$ -	\$ 8,212.82	\$ 39,156.33	\$ 116,050.85	\$ 76,894.52	33.74%
Tree Care	6719	\$ 31,493.56	\$ 24,950.17	\$ 89,769.85	\$ 90,000.00	\$ 230.15	99.74%
Contracted LS Services	6720	\$ 45,929.66	\$ 386,664.06	\$ 394,120.77	\$ 535,641.00	\$ 141,520.23	73.58%
Park Amenities - Assess	6722	\$ 406.17	\$ 6,485.50	\$ 406.17	\$ 34,000.00	\$ 33,593.83	1.19%
Rubbish & Refuse	6740	\$ -	\$ -	\$ 1,894.78	\$ 947.39	\$ (947.39)	200.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ 6,735.41	\$ 5,648.55	\$ 8,579.71	\$ 3,500.00	\$ (5,079.71)	245.13%
Rents & Leases - Equip	7310	\$ -	\$ -	\$ 846.65	\$ 846.65	\$ -	100.00%
COP Debt - PV Fields	7950	\$ -	\$ 533,756.09	\$ 408,779.69	\$ 408,780.00	\$ 0.31	100.00%
<b>Services and Supplies</b>		<b>\$ 84,564.80</b>	<b>\$ 984,239.47</b>	<b>\$ 957,178.63</b>	<b>\$ 1,210,799.89</b>	<b>\$ 253,621.26</b>	<b>79.05%</b>
<b>YTD Comparison</b>				<b>\$ (27,060.84)</b>			
<b>Expense</b>		<b>\$ 84,564.80</b>	<b>\$ 1,043,668.21</b>	<b>\$ 1,038,697.88</b>	<b>\$ 1,292,319.14</b>	<b>\$ 253,621.26</b>	<b>80.37%</b>
<b>Revenue Total</b>		<b>\$ 533,825.48</b>	<b>\$ 1,261,864.98</b>	<b>\$ 1,316,748.90</b>	<b>\$ 1,313,871.00</b>	<b>\$ (2,877.90)</b>	<b>100.22%</b>
<b>Expense Total</b>		<b>\$ 84,564.80</b>	<b>\$ 1,043,668.21</b>	<b>\$ 1,038,697.88</b>	<b>\$ 1,292,319.14</b>	<b>\$ 253,621.26</b>	<b>80.37%</b>
<b>YTD Revenue-Expenses</b>			<b>\$ 218,196.77</b>	<b>\$ 278,051.02</b>			
<b>YTD Comparison</b>				<b>\$ 59,854.25</b>			

General Ledger  
Fund 30 Quimby Fund  
May 2024 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ 18,327.16	\$ 74,882.48	\$ 349,305.53	\$ 120,000.00	\$ (229,305.53)	291.09%
<b>Revenue</b>		<b>\$ 18,327.16</b>	<b>\$ 74,882.48</b>	<b>\$ 349,305.53</b>	<b>\$ 120,000.00</b>	<b>\$ (229,305.53)</b>	<b>291.09%</b>
<b>Capital</b>							
General Capital	8400	\$ -	\$ -	\$ -	\$ 621,769.00	\$ 621,769.00	0.00%
Pickleball Sports Complex	8493	\$ 3,507.21	\$ 116,163.20	\$ 164,076.20	\$ 1,300,000.00	\$ 1,135,923.80	12.62%
Multi-Generation Center	8504	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	0.00%
Senior Center Improvements	8510	\$ -	\$ -	\$ 20,865.20	\$ -	\$ (20,865.20)	0.00%
Senior/Community Center Enhanc	8511	\$ 9,197.00	\$ -	\$ 14,574.50	\$ -	\$ (14,574.50)	0.00%
Community Ctr/Classroom Enhanc	8513	\$ 868.82	\$ -	\$ 868.82	\$ -	\$ (868.82)	0.00%
<b>Capital</b>		<b>\$ 13,573.03</b>	<b>\$ 116,163.20</b>	<b>\$ 200,384.72</b>	<b>\$ 2,921,769.00</b>	<b>\$ 2,721,384.28</b>	<b>6.86%</b>
<b>Expense</b>		<b>\$ 13,573.03</b>	<b>\$ 116,163.20</b>	<b>\$ 200,384.72</b>	<b>\$ 2,921,769.00</b>	<b>\$ 2,721,384.28</b>	<b>6.86%</b>
<b>Revenue Total</b>		<b>\$ 18,327.16</b>	<b>\$ 74,882.48</b>	<b>\$ 349,305.53</b>	<b>\$ 120,000.00</b>	<b>\$ (229,305.53)</b>	<b>291.09%</b>
<b>Expense Total</b>		<b>\$ 13,573.03</b>	<b>\$ 116,163.20</b>	<b>\$ 200,384.72</b>	<b>\$ 2,921,769.00</b>	<b>\$ 2,721,384.28</b>	<b>6.86%</b>
<b>YTD Revenue-Expenses</b>			<b>\$ (41,280.72)</b>	<b>\$ 148,920.81</b>			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,909,099.99	\$ 341,389.71	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,998,914.32	\$ 650,294.68	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 231,028.64	\$ 243,324.36	8/10/2021
6/7/18	\$ 21,612.25	\$ 21,612.25	Crestview		\$ 20,865.20	\$ 747.05	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ 70,484.00	Habitat for Humanity	Barry St (RPD-203)	\$ -	\$ 35,242.00	9/17/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ 1,000,000.00	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch Phase 1		\$ -	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	\$ -	Somis Ranch Phase 2		\$ -	\$ 278,100.00	10/20/2027
3/15/23	\$ 313,508.00	\$ -	Barry 60 LP		\$ -	\$ 313,508.00	3/15/2028
	\$ 831,193.67	\$ -	Interest Account		\$ -	\$ 831,193.67	
<b>Total</b>	<b>\$ 11,921,989.07</b>	<b>\$ 7,892,685.95</b>			<b>\$ 5,014,500.16</b>	<b>\$ 7,146,371.92</b>	

General Ledger  
Fund 40 Park Impact Fee Fund  
May 2024 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ 9,640.69	\$ 5,051.33	\$ 83,864.26	\$ 8,000.00	\$ (75,864.26)	1048.30%
Park Impact Fees	5450	\$ -	\$ 49,071.12	\$ 1,814,318.80	\$ -	\$ (1,814,318.80)	0.00%
<b>Revenue</b>		<b>\$ 9,640.69</b>	<b>\$ 54,122.45</b>	<b>\$ 1,898,183.06</b>	<b>\$ 8,000.00</b>	<b>\$ (1,890,183.06)</b>	<b>23727.29%</b>
<b>Services and Supplies</b>							
Administrative Fee	6951	\$ -	\$ -	\$ 981.42	\$ -	\$ (981.42)	0.00%
<b>Services and Supplies</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 981.42</b>	<b>\$ -</b>	<b>\$ (981.42)</b>	<b>0.00%</b>
<b>Expense</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 981.42</b>	<b>\$ -</b>	<b>\$ (981.42)</b>	<b>0.00%</b>
<b>Revenue Total</b>		<b>\$ 9,640.69</b>	<b>\$ 54,122.45</b>	<b>\$ 1,898,183.06</b>	<b>\$ 8,000.00</b>	<b>\$ (1,890,183.06)</b>	<b>23727.29%</b>
<b>Expense Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 981.42</b>	<b>\$ -</b>	<b>\$ (981.42)</b>	<b>0.00%</b>

General Ledger  
Fund 50 CDBG Fund  
May 2024 91.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Donated Capital	5577	\$ 5,898.64	\$ 29,594.00	\$ 28,218.91	\$ 40,760.00	\$ 12,541.09	69.23%
<b>Revenue</b>		<b>\$ 5,898.64</b>	<b>\$ 29,594.00</b>	<b>\$ 28,218.91</b>	<b>\$ 40,760.00</b>	<b>\$ 12,541.09</b>	<b>69.23%</b>
<b>Personnel</b>							
Full Time Salaries	6100	\$ -	\$ 3,511.49	\$ 5,912.99	\$ 17,413.00	\$ 11,500.01	33.96%
Part-Time Salaries	6110	\$ 2,375.36	\$ 29,640.39	\$ 18,326.02	\$ 10,360.00	\$ (7,966.02)	176.89%
Retirement	6120	\$ 364.12	\$ 4,505.96	\$ 3,533.50	\$ 2,606.00	\$ (927.50)	135.59%
Employee Insurance	6130	\$ 23.72	\$ 74.96	\$ 325.91	\$ 336.00	\$ 10.09	97.00%
Workers Compensation	6140	\$ 28.24	\$ 515.49	\$ 294.14	\$ 489.00	\$ 194.86	60.15%
<b>Personnel</b>		<b>\$ 2,791.44</b>	<b>\$ 38,248.29</b>	<b>\$ 28,392.56</b>	<b>\$ 31,204.00</b>	<b>\$ 2,811.44</b>	<b>90.99%</b>
<b>Services and Supplies</b>							
Office Supplies	6910	\$ 2,519.97	\$ -	\$ 2,519.97	\$ -	\$ (2,519.97)	0.00%
Division Supplies	7410	\$ 3,525.93	\$ 1,806.67	\$ 9,149.96	\$ 9,556.00	\$ 406.04	95.75%
<b>Services and Supplies</b>		<b>\$ 6,045.90</b>	<b>\$ 1,806.67</b>	<b>\$ 11,669.93</b>	<b>\$ 9,556.00</b>	<b>\$ (2,113.93)</b>	<b>122.12%</b>
<b>Expense</b>		<b>\$ 8,837.34</b>	<b>\$ 40,054.96</b>	<b>\$ 40,062.49</b>	<b>\$ 40,760.00</b>	<b>\$ 697.51</b>	<b>98.29%</b>
<b>Revenue Total</b>		<b>\$ 5,898.64</b>	<b>\$ 29,594.00</b>	<b>\$ 28,218.91</b>	<b>\$ 40,760.00</b>	<b>\$ 12,541.09</b>	<b>69.23%</b>
<b>Expense Total</b>		<b>\$ 8,837.34</b>	<b>\$ 40,054.96</b>	<b>\$ 40,062.49</b>	<b>\$ 40,760.00</b>	<b>\$ 697.51</b>	<b>98.29%</b>

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 3, 2024**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 770 FOR APPROPRIATION AMOUNT SUBJECT TO  
GANN LIMITATION, FY 2024-2025**

**BACKGROUND**

Every fiscal year, Staff brings a resolution requesting the Board adopt a resolution setting the Gann Limit for the upcoming fiscal year.

Article XIII B of the California Constitution specifies that appropriations made by governmental entities may increase annually by the change in population and the change in the California Per Capita Personal Income.

While the percent change in California Per Capita Personal Income used in setting the fiscal year 2024-2025 appropriations limit is a statewide figure, the District population decrease is the percent change in population for the City of Camarillo. The City population and California Per Capita Personal Income changes are provided by the State Department of Finance.

In calculating the appropriation amount subject to limitation, fiscal year 1978-1979 was designated as the base year in the amount of \$1,769,843 with adjustments to be made in subsequent years according to the criteria as referenced above. Per Capita Personal Income changed by 3.62% and the estimated Change in Population was -0.35%.

**ANALYSIS**

Every May the California State Department of Finance generates an estimate of the percentage change in population to local governments. Each local jurisdiction must use the percentage change in population in conjunction with the change in the cost of living or price factor to calculate the appropriations limit for the upcoming fiscal year. The new appropriations limit is calculated by staff and presented to the Board via consent item. Special districts are required by law to calculate their appropriations limit and present the calculation with their annual audit. Staff has made the calculations, and the limitation amount for fiscal year 2024-2025 is \$14,744,850 as indicated in Attachment 2.

**FISCAL IMPACT**

There is no fiscal impact.

## **STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goal

- 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

## **RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 770 setting the fiscal year 2024-2025 appropriations amount subject to the Gann Limits.

## **ATTACHMENTS**

- 1) Resolution No. 770 (1 page)
- 2) FY 2024-2025 Appropriations Limit (1 page)
- 3) Pages from Price and Population Report (2 pages)

**RESOLUTION NO. 770**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ESTABLISHING THE ANNUAL APPROPRIATIONS FOR THE FISCAL YEAR 2024-2025 SUBJECT TO THE LIMITATION SET FORTH IN ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA**

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

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

**WHEREAS**, the Board of Directors of the Pleasant Valley Recreation and Park District wishes to establish the appropriations subject to limitation for the fiscal year 2024-2025,

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The appropriations subject to limitation for the Pleasant Valley Recreation and Park District for the fiscal year 1978 -1979 was \$1,769,843.
2. The appropriations subject to limitation pursuant to Article XIII B of the California Constitution for the Pleasant Valley Recreation and Park District for the fiscal year 2024-2025 is \$14,744,850.
3. Said appropriations subject to limitation include adjustments pursuant to Section 3 of Article XIII B of the California Constitution as of the date of this resolution.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3rd day of July 2024 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mark Malloy, Chair, Board of Directors  
Pleasant Valley Recreation and Park District

ATTESTED:

\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 APPROPRIATION LIMIT**

California Per Capita Personal Income percentage change:	3.62%	
Converted to a ratio:	$\frac{3.62 + 100}{100}$	= 1.0362
PVRPD Estimated change in population:	-0.35%	
Converted to a ratio:	$\frac{-0.35 + 100}{100}$	= 0.9965
Calculation: 2023-2024 ratio of change	$1.0362 \times .9965$	= 1.0326
1978-1979 Appropriation Limitation		1,769,843
2023-2024 Appropriation Limitation		14,279,343
2024-2025= Appropriation Limit \$14,279,343 (2023-2024 limitation) X 1.0326 (2023-2024 ratio of change)		= <u><u>14,744,850</u></u>

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

**2024-25:**

Per Capita Cost of Living Change = 3.62 percent  
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio:  $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio:  $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25:  $1.0362 \times 1.0017 = 1.0379$

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	23-24	1-1-23	1-1-24	1-1-24
Ventura				
Camarillo	-0.35	69,256	69,014	69,014
Fillmore	0.57	16,965	17,061	17,061
Moorpark	-0.49	35,286	35,114	35,114
Ojai	-0.05	7,537	7,533	7,533
Oxnard	-0.10	197,737	197,536	197,536
Port Hueneme	-0.69	19,168	19,036	20,916
San Buenaventura	-0.20	107,723	107,512	107,569
Santa Paula	-0.14	31,400	31,355	31,355
Simi Valley	-0.11	124,165	124,029	124,029
Thousand Oaks	-0.38	123,111	122,643	122,643
Unincorporated	-0.44	89,813	89,421	91,093
County Total	-0.23	822,161	820,254	823,863

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Nicole Lousen, Recreation Services Manager**

**DATE: July 3, 2024**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 771 DECLARING JULY AS PARK AND  
RECREATION MONTH**

**BACKGROUND**

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

Americans have celebrated National Park and Recreation Month during the month of July since 1985. Through efforts of the National Recreation and Park Association (“NRPA”), the U.S. House of Representatives passed an official resolution for Park and Recreation Month in 2009. At the state level, the California Parks and Recreation Society (“CPRS”) recognizes it as “July is Parks Make Life Better” month. NRPA and CPRS encourage its members to plan events and initiatives that will remind the community of the exciting and vital role that recreation and parks play in our lives.

**ANALYSIS**

Staff is presenting a resolution proclaiming the month of July as Park and Recreation Month. Resolution No. 771 not only recognizes the need for parks and recreation but also draws attention to the District’s goals of furthering health, wellness, conservation, and social opportunities by providing equitable programs and events.

Each summer, Staff partners with local organizations, contract instructors, and non-profits to produce community wide events, including Summer Palooza, Summer Concert Series, Bingo Bash, camps, classes, and nature education programs.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goal

- 4.4: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.

**RECOMMENDATION**

It is recommended the Board consider and adopt Resolution No. 771 proclaiming July as Park and Recreation Month.

**ATTACHMENT**

- 1) Resolution No. 771 (1 page)

**RESOLUTION NO. 771**

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

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

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

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation & Park District this 3<sup>rd</sup> day of July 2024, by the following vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mark Malloy, Board Chair  
Pleasant Valley Recreation and Park District

ATTESTED:  
  
\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 3, 2024**

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION  
NO. 772 FOR FISCAL YEAR 2024-2025 BUDGETS FOR  
THE GENERAL FUND, ASSESSMENT DISTRICT FUND,  
QUIMBY FEE FUND, PARK IMPACT FEE FUND,  
COMMUNITY DEVELOPMENT BLOCK GRANT FUND,  
AND RESTRICTED DONATIONS FUND**

**SUMMARY**

Every year a public hearing is held to adopt the proposed fiscal year budget for the District. The hearing is required before the District can pass a resolution to adopt the Fiscal Year 2024-2025 Budget. Staff is requesting that the Board adopt the FY 2024-2025 Budget for the Pleasant Valley Recreation and Park District consisting of budgets for the General Fund, Assessment District, Quimby Fees Fund, Park Impact Fees Fund, Community Development Block Grant Fund, and Restricted Donations Fund.

**BACKGROUND**

On April 27, 2024, the District held a public workshop for the proposed Fiscal Year 2024-2025 budget. The public received notice of this workshop through the posting of an agenda.

At the end of the workshop, the proposed budgets were presented and approved by the Board at the June 5, 2024, Board Meeting as required by Public Resources Code 5788. Also, per Public Resources Code 5785.1(b), the notice of a public hearing was posted on June 18, 2024, in the *Ventura County Star*. The notice served to announce the public hearing on the adoption of the final budget at the July 3, 2024, Board meeting. The Board has until August 30, 2024, to adopt a final budget as required by Public Resource Code 5788.5.

With the expectation of the ratification of a new Memorandum of Understanding (MOU) with the Union [Service Employee's International Union] for fiscal years 2025-2027, increases to the budget from the workshop reflect a 5% Cost of Living Adjustment (COLA) and increases in cell phone stipends and uniform allowances.

The proposed operating budgets for FY 2024-2025 strive to continue to move the District along the path of fiscal sustainability with a commitment to capital improvement projects. A central component of this budget is to develop a balanced spending plan that factors in salary and benefit expenses, identifying essential service needs, technological demands, changing legislation and regulations, and infrastructure maintenance issues. The fiscal year budgets being presented to the

Board reflects \$82,880 in revenue over expenses for the General Fund (Fund 10) with revenue at \$11,545,086 and expenses at \$11,462,206 including capital improvement projects of \$1,405,152. The Assessment District (Fund 20) shows revenue over expenses of \$23,935 with revenue at \$1,376,735 and expenses at \$1,352,800. The Quimby Fund (Fund 30) has limited revenue of \$200,000, drawdown of reserves of \$3,200,157, and does not budget for Park Dedication Fees as those are not guaranteed revenue. The Quimby Fund shows five capital improvement projects totaling \$3,200,157 for the fiscal year. These projects include: a Pickleball Sports Complex started in FY 2021-2022, the Multi-Generation Center, ADA improvements at Freedom Park, Enhancements for the Senior/Community Center, and Enhancements for the Community Center/Classrooms. Park Impact Fees (Fund 40) has a limited revenue of \$65,000 and no expenses. The Community Development Block Grant Fund (Fund 50) for Food Share has been completely expended. The Restricted Donations Funds (Fund 60) has no planned projects or funds.

**ANALYSIS**

**FUND 10 – General Fund**

General Fund Revenue has an overall increase from the prior year of \$1,262,658. Major changes to the Revenue are:

**Revenue – Fund 10**

<u>Account Name</u>	<u>Action</u>	<u>Amount of Change from Prior Year</u>
Property Tax Apportionment	Increase	\$767,512
Public Fees	Increase	\$ 58,465
Rental	Increase	\$139,230
Reimbursement - ROPS	Increase	\$210,000

General Fund Personnel has an overall increase from the prior year of \$385,716. Major changes to Personnel are:

**Personnel – Fund 10**

<u>Account Name</u>	<u>Action</u>	<u>Amount of Change from Prior Year</u>
Full-Time Salaries	Increase	\$231,034
Retirement	Increase	\$43,448
Employee Insurance	Increase	\$55,416
PERS Unfunded Liability	Increase	\$87,479
Part-Time Salaries	Decrease	\$19,559

Changes to Personnel include:

- 5% COLA for Full-Time Wages for Represented and Unrepresented Staff
  - COLA for Represented Staff is being negotiated in the current SEIU MOU
- Budgeted 5% for Merit Increases



- Establish a Full-Time Lead Ranger, eliminating the Part-Time Lead Ranger costs
- Increase the Part-Time Year-Round Recreation Specialist to Full Time Hours

General Fund Services and Supplies has an overall increase from the prior year of \$142,654. Major changes to Services and Supplies are:

**Services and Supplies – Fund 10**

<u>Account Name</u>	<u>Action</u>	<u>Amount of Change from Prior Year</u>
Insurance Liability	Increase	\$ 64,190
Redevelopment/Collection Fees	Increase	\$44,852
Business Services	Increase	\$84,727
Utilities – Water	Increase	\$118,878
Professional Services	Decrease	\$125,000

Changes to Services and Supplies include:

- \$53,190 increase in Business Services for one-time Springbrook costs
- \$125,000 decrease in Professional Services for projects no longer being considered

General Fund Capital Improvement Projects (CIP) has an overall increase from the prior year’s budget of \$452,849. The Capital Improvement Projects for FY 2024-2025 are:

<u>Project</u>	<u>Park/Location</u>	<u>Budgeted Cost</u>
ADA Path of Travel Upgrades	Various	\$100,000
2 - level 2 chargers	Parks Shop	\$10,000
Emergency Fire Alarm	Community Center	\$120,000
Parking Lot Slurry (+ADA)	Bob Kildee	\$117,089
Parking Lot Slurry (+ADA)	Camarillo Grove	\$110,063
BBQ Replacement	Camarillo Grove	\$30,000
Parking Lot Slurry(+ADA)	Dos Caminos	\$30,000
Parking Lot Slurry	Mel Vincent	\$27,000
Tennis Courts Resurface	Pitts Ranch	\$40,000
Parking Lot Slurry	Pitts Ranch	\$25,000
Playground Replacement	To Be Determined	\$400,000
Parking Lot Slurry All	PV Fields	\$186,000
Irrigation Pump Motor VFD Replacement	PV Fields	\$50,000
Wrought Iron Fence	Springville	\$80,000

In addition to the projects, the District will be purchasing a fleet vehicle for the Parks Department, budgeted at \$55,000 and a Capital Emergency fund of \$25,000.

**FUND 20 – Assessment District**

<u>Account Type</u>	<u>Budgeted Amount</u>
Revenue	\$1,376,735
Personnel	\$ 0
Services and Supplies	\$1,352,800
Over/(Under) Revenue	\$ 23,935

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

- No changes from April 27<sup>th</sup> Budget Workshop
- Balanced budget with an excess of \$23,935
- Assessment Revenue has increased \$47,864 due to 3.0% increase in Assessment Tax

**FUND 30 – Quimby Fees**

Quimby Fees (Fund 30) are a fee that is received from developers in lieu of land when a parcel is subdivided and may only be used for developing new parks/recreation facilities or rehabilitating existing neighborhood or Community Park/Recreational Facilities to increase capacity. The District does not budget for Park In-Lieu Fees but does budget for interest earnings. The District budgeted \$200,000 in interest earnings, taking into consideration the balances that are in the Ventura County Pool, Pacific Western Bank, and California CLASS. This high return is expected due to the continued increase in Fed rates. While the Fed rate is expected to begin decreasing in calendar year 2024, the District expects elevated rates to last through the majority of FY 2024-2025.

The following Fund 30 projects are carryover projects planned for FY 2024-2025 and all projects will be paid with Quimby Fee Funds:

<b>Project Name</b>	<b>Budgeted Cost</b>
Pickleball Sports Complex at Freedom Park	\$1,100,000
Multi-Generational Center	\$1,000,000
Senior/Community Center Enhancements	\$355,964
Community Center/Classroom Enhancements	\$244,193

The below listed are new projects for FY 2024-2025:

<b>Project Name</b>	<b>Budgeted Cost</b>
Freedom Park Restrooms ADA	\$500,000

## FUND 40 – Park Impact Fees

Fund 40 is a park impact fee established by the City of Camarillo Municipal Code that new non-subdivision residential developments and new or expanded non-residential developments pay. These fees cannot be used to fund parkland acquisition nor the renovation of existing facilities unless the renovations add new service capacity.

<u>Account Type</u>	<u>Budgeted Amount</u>
Revenue	\$65,000
Expenses	\$0

The high revenue budget is based on expected interest earnings.

There are no Personnel or Services and Supplies expenses budgeted for this fund this year.

## FUND 50 – Community Development Block Grant (CDBG)

Fund 50 is a three-year program that is funded by a federal grant that allows the District to partner with Food Share of Ventura County to distribute food to help fight against hunger in Ventura County. The CDBG federal funding has been completely spent and there are no funds to budget.

## FUND 60 – Restricted Donations

Restricted Donations (Fund 60) are donations that are received with a specific project or purpose. Since these funds are accepted with these restrictions in place, they are kept in their own fund. Currently, the District has no projects that are funded by restricted donations.

### FISCAL IMPACT

Changes made to the FY 2024-2025 budget since the June 5, 2024, budget approval are:

- COLA of 5% instead of 3% due to expected adoption of Union MOU and increased cell phone allowance for frontline workers to \$20 per pay period. Increase of \$74,756 to Personnel.
- Other Misc Revenue increase of \$53, due to COLA increase for personnel using HCF Grant funds, resulting in 50% revenue of increase costs.
- Uniform Allowance increase of \$50 per Ranger Uniform. Increase of \$300 to Services and Supplies
- Safety Clothing increase of \$50 per safety boots. Increase of \$1,050 to Services and Supplies.
- Removal of drawdown and professional services amounts of \$125,000 for project not being budgeted. Net \$0 change.
- Removal of budget for Fund 50 CDBG, as all of the grant funds have been spent.

There is no fiscal impact with this budget.

**RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 772 to adopt the Fiscal Year 2024-2025 Budget.

**ATTACHMENT**

- 1) FY 2024-2025 Budgets Summary Sheets
  - a. Budget Overview (1 page)
  - b. Fund 10 (3 pages)
  - c. Department 000 (1 page)
  - d. Department 301 (1 page)
  - e. Department 310 (1 page)
  - f. Department 320 (1 page)
  - g. Department 370 (1 page)
  - h. Department 410 (2 pages)
  - i. Department 503 (2 pages)
  - j. Department 505 (2 pages)
  - k. Department 520 (1 page)
  - l. Fund 20 Assessment District (1 page)
  - m. Fund 30 Park Dedication Fees (1 page)
  - n. Fund 40 Park Impact Fees (1 page)
- 2) Resolution No. 772 (1 page)

FY 24-25 Budget Overview					
Fund Division	Location	Revenue + Drawdown	Expenditures	Budget Status	
10	0	\$ 9,708,626.00	\$ 1,022,105.00	\$ 8,686,521.00	
10	301	\$ 268,625.00	\$ 461,158.00	\$ (192,533.00)	
10	310	\$ 348,607.00	\$ 197,560.00	\$ 151,047.00	
10	320	\$ 323,354.00	\$ 357,046.00	\$ (33,692.00)	
10	370	\$ 27,460.00	\$ 117,730.00	\$ (90,270.00)	
10	410	\$ 583,005.00	\$ 5,557,185.00	\$ (4,974,180.00)	
10	503 Spec Events	\$ 161,425.00	\$ 257,191.00	\$ (95,766.00)	
10	503 Rec Admin	\$ 7,050.00	\$ 232,887.00	\$ (225,837.00)	
10	505	\$ 95,000.00	\$ 3,222,477.00	\$ (3,127,477.00)	
10	520	\$ 21,934.00	\$ 36,867.00	\$ (14,933.00)	
20	470	\$ 1,376,735.00	\$ 1,352,800.00	\$ 23,935.00	
30	480	\$ 3,400,157.00	\$ 3,200,157.00	\$ 200,000.00	
40	490	\$ 65,000.00	\$ -	\$ 65,000.00	
50	495	\$ 5,634.00	\$ 5,634.00	\$ -	
		\$ 16,392,612.00	\$ 16,020,797.00	\$ 371,815.00	
Fund 10 Total		\$ 11,545,086.00	\$ 11,462,206.00	\$ 82,880.00	
Fund 20 Total		\$ 1,376,735.00	\$ 1,352,800.00	\$ 23,935.00	
Fund 30 Total		\$ 3,400,157.00	\$ 3,200,157.00	\$ 200,000.00	
Fund 40 Total		\$ 65,000.00	\$ -	\$ 65,000.00	
Fund 50 Total		\$ 5,634.00	\$ 5,634.00	\$ -	
		\$ 11,470,033.00	\$ 11,487,805.00	\$ 114,456.43	
		\$ 75,053.00	\$ (25,599.00)	\$ 31,576.43	
				\$ 32,658.00	
				\$ 1,081.57	

Cost Recovery Analysis FY25						
Department	Revenue	Admin Overhead	Rec Overhead	Total Expenditures	Rev-Total Expenditures	Cost Recovery %
Aquatics (301)	\$ 268,625.00	\$ 280,142.41	\$ 46,577.40	\$ 787,877.81	\$ (519,252.81)	34%
Sports (310)	\$ 348,607.00	\$ 280,142.41	\$ 46,577.40	\$ 524,279.81	\$ (175,672.81)	66%
Camps/Classes (320)	\$ 323,354.00	\$ 280,142.41	\$ 46,577.40	\$ 683,765.81	\$ (360,411.81)	47%
Senior Services (370)	\$ 27,460.00	\$ 280,142.41	\$ 46,577.40	\$ 444,449.81	\$ (416,989.81)	6%
Parks (410)	\$ 583,005.00	\$ 2,843,869.94	\$ -	\$ 8,401,054.94	\$ (7,818,049.94)	7%
Special Events (503)	\$ 161,425.00	\$ 280,142.41	\$ 46,577.40	\$ 583,910.81	\$ (422,485.81)	28%

Pleasant Valley Recreation and Park District  
FY 2024-2025 Budget  
Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
5110	Tax Apport - Cur Year Secured	\$ (7,866,658.83)	\$ (8,109,714.00)	\$ (8,877,226.00)	\$ (8,877,226.00)	\$ (8,877,226.00)	\$ -
5120	Tax Apport - Cur Year Unsec	\$ (141,753.38)	\$ -	\$ -	\$ -	\$ -	\$ -
5130	Tax Apport - Prior Year Sec	\$ (79,138.78)	\$ -	\$ -	\$ -	\$ -	\$ -
5140	Tax Apport - Prior Year Unsec	\$ (7,602.24)	\$ -	\$ -	\$ -	\$ -	\$ -
5150	Tax Deeded Sales	\$ (197.85)	\$ -	\$ -	\$ -	\$ -	\$ -
5210	Cur Supplemental Pass Thru	\$ (142,450.25)	\$ -	\$ -	\$ -	\$ -	\$ -
5230	HOPTR	\$ (46,921.54)	\$ -	\$ -	\$ -	\$ -	\$ -
5240	Supplemental Assessment Roll	\$ (306.40)	\$ -	\$ -	\$ -	\$ -	\$ -
5576	Restricted Donations	\$ -	\$ (5,098.00)	\$ -	\$ -	\$ -	\$ -
5576	Restircted Donation	\$ -	\$ (5,098.00)	\$ -	\$ -	\$ -	\$ -
5310	Interest Earnings	\$ (247,844.31)	\$ (300,000.00)	\$ (270,000.00)	\$ (270,000.00)	\$ (270,000.00)	\$ -
5500	Assessment Revenue	\$ (433.44)	\$ -	\$ -	\$ -	\$ -	\$ -
5502	Carryover Balance	\$ -	\$ (15,000.00)	\$ (75,000.00)	\$ (75,000.00)	\$ (75,000.00)	\$ -
5506	Park Patrol Citations	\$ (2,873.74)	\$ (2,300.00)	\$ (2,300.00)	\$ (2,300.00)	\$ (2,300.00)	\$ -
5508	Bingo - Primary Revenue	\$ (21,467.55)	\$ (19,750.00)	\$ (19,750.00)	\$ (19,750.00)	\$ (19,750.00)	\$ -
5509	Excess Bingo Revenue	\$ (10,638.69)	\$ (1,800.00)	\$ (240.00)	\$ (240.00)	\$ (240.00)	\$ -
5510	Contract Classes-Public Fees	\$ (241,443.19)	\$ (183,357.00)	\$ (204,565.00)	\$ (204,565.00)	\$ (204,565.00)	\$ -
5511	Public Fees	\$ (245,021.88)	\$ (305,964.00)	\$ (364,429.00)	\$ (364,429.00)	\$ (364,429.00)	\$ -
5520	Public Fees-Entry Fees	\$ (48,081.00)	\$ (41,600.00)	\$ (41,600.00)	\$ (41,600.00)	\$ (41,600.00)	\$ -
5525	Vending Concessions	\$ (1,132.72)	\$ (1,450.00)	\$ (1,450.00)	\$ (1,450.00)	\$ (1,450.00)	\$ -
5530	Rental	\$ (438,171.04)	\$ (550,793.00)	\$ (690,023.00)	\$ (690,023.00)	\$ (690,023.00)	\$ -
5535	Cell Tower Revenue	\$ (116,433.31)	\$ (159,600.00)	\$ (166,109.00)	\$ (166,109.00)	\$ (166,109.00)	\$ -
5540	Parking Fees	\$ (17,311.54)	\$ (17,350.00)	\$ (10,350.00)	\$ (10,350.00)	\$ (10,350.00)	\$ -
5555	Advertising Revenue	\$ (13,025.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ -
5558	Sponsorships/Donations	\$ (21,875.34)	\$ (2,500.00)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)	\$ -
5561	Special Event	\$ (73,669.09)	\$ (125,120.00)	\$ (129,700.00)	\$ (129,700.00)	\$ (129,700.00)	\$ -
5563	Staffing Cost Recovery	\$ (39,905.25)	\$ (41,212.00)	\$ (65,960.00)	\$ (65,960.00)	\$ (65,960.00)	\$ -
5564	Special Event Permits	\$ (1,100.00)	\$ (1,100.00)	\$ -	\$ -	\$ -	\$ -
5566	Security Services - Recovery	\$ (7,341.00)	\$ (5,000.00)	\$ -	\$ -	\$ -	\$ -
5570	Contributions	\$ (840.80)	\$ (716.50)	\$ -	\$ -	\$ -	\$ -
5573	Grants	\$ (12,365.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5574	Rebates Recieved	\$ (202,042.00)	\$ -	\$ -	\$ -	\$ -	\$ -
5575	Other Misc Revenue	\$ (573,931.01)	\$ (35,250.00)	\$ (53,631.00)	\$ (53,631.00)	\$ (53,684.00)	\$ -
5585	Incentive Income	\$ (2,682.70)	\$ (1,700.00)	\$ (1,700.00)	\$ (1,700.00)	\$ (1,700.00)	\$ -
5600	Reimbursement - ROPS	\$ (496,791.60)	\$ (350,000.00)	\$ (560,000.00)	\$ (560,000.00)	\$ (560,000.00)	\$ -
<b>Revenue</b>		<b>\$ 11,121,450.47</b>	<b>\$ 10,282,374.50</b>	<b>\$ 11,545,033.00</b>	<b>\$ 11,545,033.00</b>	<b>\$ 11,545,086.00</b>	<b>\$ -</b>
<b>Personnel</b>							
6100	Full Time Salaries	\$ 2,715,770.88	\$ 2,804,745.00	\$ 3,035,779.00	\$ 3,035,779.00	\$ 3,094,949.00	\$ -
6101	Overtime Salaries	\$ 20,426.06	\$ 28,035.00	\$ 28,035.00	\$ 28,035.00	\$ 28,035.00	\$ -
6105	Car Allowance	\$ 11,394.38	\$ 7,600.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
6108	Cell Phone Allowance	\$ 15,595.89	\$ 15,960.00	\$ 15,960.00	\$ 15,960.00	\$ 18,070.00	\$ -
6110	Part-Time Salaries	\$ 433,574.81	\$ 628,173.00	\$ 608,614.00	\$ 608,614.00	\$ 608,614.00	\$ -
6120	Retirement	\$ 439,954.03	\$ 532,840.00	\$ 565,887.00	\$ 565,887.00	\$ 576,288.00	\$ -
6121	457 Pension	\$ 22,822.45	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -
6125	Deferred Compensation	\$ 5,055.62	\$ 5,193.00	\$ 5,592.00	\$ 5,592.00	\$ 5,592.00	\$ -
6130	Employee Insurance	\$ 342,906.07	\$ 432,616.00	\$ 487,562.00	\$ 487,562.00	\$ 488,032.00	\$ -
6140	Workers Compensation	\$ 169,250.37	\$ 186,770.00	\$ 189,740.00	\$ 189,740.00	\$ 192,345.00	\$ -
6150	Unemployment Insurance	\$ 1,132.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
6160	Loan - Pension Obligation	\$ 2,924.63	\$ -	\$ -	\$ -	\$ -	\$ -
6170	PERS Unfunded Liability	\$ 858,376.00	\$ 494,762.00	\$ 582,241.00	\$ 582,241.00	\$ 582,241.00	\$ -
<b>Personnel</b>		<b>\$ 5,039,183.19</b>	<b>\$ 5,156,694.00</b>	<b>\$ 5,542,410.00</b>	<b>\$ 5,542,410.00</b>	<b>\$ 5,617,166.00</b>	<b>\$ -</b>
<b>Services and Supplies</b>							
6210	Telephone/Internet	\$ 21,881.00	\$ 21,692.00	\$ 23,720.00	\$ 23,720.00	\$ 23,720.00	\$ -
6220	IT Services	\$ 57,985.28	\$ 64,298.00	\$ 72,199.00	\$ 72,199.00	\$ 72,199.00	\$ -
6230	IT Hardware	\$ 62.72	\$ 2,000.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ -
6240	Hardware/Software Services	\$ 78,119.13	\$ 73,586.00	\$ 45,854.00	\$ 45,854.00	\$ 45,854.00	\$ -
6310	Pool Chemicals	\$ 4,655.18	\$ 7,250.00	\$ 7,250.00	\$ 7,250.00	\$ 7,250.00	\$ -
6320	Janitorial Supplies	\$ 49,764.39	\$ 49,800.00	\$ 68,343.00	\$ 68,343.00	\$ 68,343.00	\$ -
6330	Kitchen Supplies	\$ 155.14	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ -
6340	Food Supplies	\$ 6,985.81	\$ 6,625.00	\$ 7,545.00	\$ 7,545.00	\$ 7,545.00	\$ -
6350	Water Maint & Service	\$ 721.13	\$ 900.00	\$ 908.00	\$ 908.00	\$ 908.00	\$ -
6360	Laundry/Wash Service	\$ 137.50	\$ 1,120.00	\$ 1,120.00	\$ 1,120.00	\$ 1,120.00	\$ -
6380	Medical Supplies	\$ 766.25	\$ 1,390.00	\$ 1,390.00	\$ 1,390.00	\$ 1,390.00	\$ -
6410	Insurance Liability	\$ 289,778.00	\$ 377,588.00	\$ 441,778.00	\$ 441,778.00	\$ 441,778.00	\$ -
6500	Equipment Maintenance	\$ 5,673.67	\$ 1,600.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
6510	Fuel	\$ 67,604.34	\$ 68,475.00	\$ 58,204.00	\$ 58,204.00	\$ 58,204.00	\$ -
6520	Vehicle Maintenance	\$ 35,648.20	\$ 38,100.00	\$ 41,910.00	\$ 41,910.00	\$ 41,910.00	\$ -
6600	Building Maintenance	\$ 24.14	\$ -	\$ -	\$ -	\$ -	\$ -
6610	Building Repair	\$ 92,374.25	\$ 67,500.00	\$ 67,750.00	\$ 67,750.00	\$ 67,750.00	\$ -
6620	HVAC Maintenance/Repairs	\$ 4,972.78	\$ 8,820.00	\$ 9,128.00	\$ 9,128.00	\$ 9,128.00	\$ -

Pleasant Valley Recreation and Park District  
 FY 2024-2025 Budget  
 Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
6630	Playground Maintenance	\$ 21,444.48	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -
6710	Grounds Maintenance	\$ 123,042.11	\$ 101,220.00	\$ 104,760.00	\$ 104,760.00	\$ 104,760.00	\$ -
6719	Tree Care	\$ 31,168.49	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
6727	Fee Schedule	\$ 13,050.00	\$ -	\$ -	\$ -	\$ -	\$ -
6730	Contracted Pest Control	\$ 3,000.00	\$ 4,020.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ -
6740	Rubbish & Refuse	\$ 79,680.38	\$ 84,330.00	\$ 92,763.00	\$ 92,763.00	\$ 92,763.00	\$ -
6750	Vandalism/Theft	\$ 845.24	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
6810	Memberships	\$ 13,890.00	\$ 16,952.00	\$ 17,052.00	\$ 17,052.00	\$ 17,052.00	\$ -
6910	Office Supplies	\$ 16,594.18	\$ 33,950.00	\$ 33,950.00	\$ 33,950.00	\$ 33,950.00	\$ -
6920	Postage Expense	\$ 18,662.88	\$ 18,700.00	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ -
6930	Advertising Expense	\$ 1,737.38	\$ 3,040.00	\$ 3,540.00	\$ 3,540.00	\$ 3,540.00	\$ -
6940	Printing Charges	\$ 8,331.02	\$ 13,126.00	\$ 13,121.00	\$ 13,121.00	\$ 13,121.00	\$ -
6950	Bank & Registration Fees	\$ 1,859.13	\$ 3,920.00	\$ 33,920.00	\$ 33,920.00	\$ 33,920.00	\$ -
6960	Approp Redev/Collection Fees	\$ 707,869.64	\$ 684,039.00	\$ 728,891.00	\$ 728,891.00	\$ 728,891.00	\$ -
6980	Minor Furn Fixture & Equip	\$ 1,854.01	\$ 25,237.00	\$ 9,437.00	\$ 9,437.00	\$ 9,437.00	\$ -
7010	Fingerprint Fees (HR)	\$ 3,562.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ -
7020	Fire & Safety Insp Fees	\$ 2,964.47	\$ 6,675.00	\$ 6,675.00	\$ 6,675.00	\$ 6,675.00	\$ -
7030	Permit & Licensing Fees	\$ 7,897.68	\$ 7,300.00	\$ 9,110.00	\$ 9,110.00	\$ 9,110.00	\$ -
7100	Professional Services	\$ 79,178.93	\$ 270,200.00	\$ 255,200.00	\$ 255,200.00	\$ 130,200.00	\$ -
7110	Legal Services	\$ 58,109.72	\$ 90,000.00	\$ 96,000.00	\$ 96,000.00	\$ 96,000.00	\$ -
7115	Typeset and Print Services	\$ 35,609.15	\$ 36,600.00	\$ 38,100.00	\$ 38,100.00	\$ 38,100.00	\$ -
7120	Instructor Services	\$ 163,945.79	\$ 108,902.00	\$ 113,635.00	\$ 113,635.00	\$ 113,635.00	\$ -
7125	PERS Admin Fees	\$ 1,506.53	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ -
7130	Audit Services	\$ 16,575.00	\$ 17,425.00	\$ 17,425.00	\$ 17,425.00	\$ 17,425.00	\$ -
7140	Medical & Health Svcs	\$ 7,838.44	\$ 10,720.00	\$ 10,720.00	\$ 10,720.00	\$ 10,720.00	\$ -
7150	Security Services	\$ 6,503.50	\$ 7,122.00	\$ 7,122.00	\$ 7,122.00	\$ 7,122.00	\$ -
7160	Entertainment Services	\$ 2,422.25	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ -
7180	Business Services	\$ 66,070.81	\$ 95,805.00	\$ 180,532.00	\$ 180,532.00	\$ 180,532.00	\$ -
7190	Umpire/Referee Services	\$ 2,130.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ -
7210	Subscriptions	\$ 620.86	\$ 2,375.00	\$ 3,017.00	\$ 3,017.00	\$ 3,017.00	\$ -
7310	Rents & Leases - Equip	\$ 20,377.35	\$ 48,720.00	\$ 50,870.00	\$ 50,870.00	\$ 50,870.00	\$ -
7320	Bldg/Field Leases & Rental	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ -
7410	Division Supplies	\$ 6,292.39	\$ 30,365.00	\$ 16,660.00	\$ 16,660.00	\$ 16,660.00	\$ -
7420	Program/Event Supplies	\$ 8,599.13	\$ -	\$ 19,330.00	\$ 19,330.00	\$ 19,330.00	\$ -
7430	Bingo Supplies	\$ 11,191.34	\$ 4,800.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ -
7440	Sporting Goods	\$ 5,922.41	\$ 8,400.00	\$ 11,620.00	\$ 11,620.00	\$ 11,620.00	\$ -
7450	Arts and Craft Supplies	\$ 3,867.39	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ -
7460	Training Supplies	\$ 1,052.58	\$ 3,970.00	\$ 4,770.00	\$ 4,770.00	\$ 4,770.00	\$ -
7500	Small Tools	\$ 6,610.22	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -
7510	Safety Supplies	\$ 4,394.56	\$ 4,415.00	\$ 4,619.00	\$ 4,619.00	\$ 4,619.00	\$ -
7610	Uniform Allowance	\$ 12,149.75	\$ 15,790.00	\$ 16,465.00	\$ 16,465.00	\$ 16,765.00	\$ -
7620	Safety Clothing	\$ 5,186.88	\$ 5,404.00	\$ 5,400.00	\$ 5,400.00	\$ 6,450.00	\$ -
7710	Conference&Seminar Staff	\$ 15,289.27	\$ 19,665.00	\$ 20,453.00	\$ 20,453.00	\$ 20,453.00	\$ -
7715	Conference&Seminar Board	\$ 285.00	\$ 2,625.00	\$ 2,475.00	\$ 2,475.00	\$ 2,475.00	\$ -
7720	Conference&Seminar Travel Exp	\$ 4,534.06	\$ 6,067.00	\$ 5,854.00	\$ 5,854.00	\$ 5,854.00	\$ -
7725	Out of Town Travel Board	\$ 2,059.30	\$ 2,970.00	\$ 2,970.00	\$ 2,970.00	\$ 2,970.00	\$ -
7730	Private Vehicle Mileage	\$ 1,522.32	\$ 4,847.00	\$ 4,882.00	\$ 4,882.00	\$ 4,882.00	\$ -
7750	Buses/Excursions	\$ 5,797.70	\$ 11,400.00	\$ 12,200.00	\$ 12,200.00	\$ 12,200.00	\$ -
7760	Tuition/Book Reimbursement	\$ 200.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
7810	Utilities - Gas	\$ 66,476.42	\$ 49,133.00	\$ 49,413.00	\$ 49,413.00	\$ 49,413.00	\$ -
7820	Utilities - Water	\$ 557,361.66	\$ 786,277.00	\$ 905,155.00	\$ 905,155.00	\$ 905,155.00	\$ -
7830	Utilities - Electric	\$ 181,761.82	\$ 232,694.00	\$ 236,994.00	\$ 236,994.00	\$ 236,994.00	\$ -
7840	Airport Assessment Exp	\$ 1,174.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ -
7910	Awards and Certificates	\$ 14,047.85	\$ 18,190.00	\$ 18,730.00	\$ 18,730.00	\$ 18,730.00	\$ -
7920	Meals for Staff Training	\$ 1,717.75	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -
7930	Employee Morale	\$ 3,833.79	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -
7950	COP Debt - PV Fields	\$ 217,282.28	\$ 343,214.00	\$ 293,214.00	\$ 293,214.00	\$ 293,214.00	\$ -
7970	Reserve Vehicle Fleet	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
7971	Reserve Computer Fleet	\$ -	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -
7973	Reserve Dry Period	\$ -	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -
7975	Reserve Repair/Oper/Admin	\$ -	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -
7976	Reserve - Compensated Absences	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -
<b>Services and Supplies</b>		<b>\$ 3,374,320.20</b>	<b>\$ 4,297,243.00</b>	<b>\$ 4,563,538.00</b>	<b>\$ 4,563,538.00</b>	<b>\$ 4,439,888.00</b>	<b>\$ -</b>
<b>Capital</b>							
8400	General Capital	\$ 316.88	\$ 25,000.00	\$ 1,350,152.00	\$ 1,350,152.00	\$ 1,350,152.00	\$ -
8420	Equip/Facility Replacement	\$ 113,021.90	\$ 35,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ -
8483	ECAA Loan-Lighting Project	\$ 37,281.01	\$ -	\$ -	\$ -	\$ -	\$ -
8496	Prop 68-Arneill Ranch Park	\$ 51,731.16	\$ -	\$ -	\$ -	\$ -	\$ -
8498	MO Tennis Court Refinish	\$ 86,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
8499	Community Center Sewer Line	\$ 32,402.81	\$ -	\$ -	\$ -	\$ -	\$ -
8500	Cam Grove Septic Tank	\$ 72,605.21	\$ -	\$ -	\$ -	\$ -	\$ -
8501	Senior Center Roof	\$ 137,711.00	\$ -	\$ -	\$ -	\$ -	\$ -

Pleasant Valley Recreation and Park District  
 FY 2024-2025 Budget  
 Fund 10 General Fund

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
8502	Freedom Dog Park	\$ 191,758.87	\$ 3,740.74	\$ -	\$ -	\$ -	\$ -
8503	Co-Op Sewer Line	\$ 13,375.00	\$ -	\$ -	\$ -	\$ -	\$ -
8505	Valle Lindo Court Resurface	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -
8506	Epoxy Pool Deck	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
8507	Lokker Playground	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -
8508	PV Fields Irrigation Pumps	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -
8509	PV Fields Sewer Lift Stations	\$ -	\$ 133,562.24	\$ -	\$ -	\$ -	\$ -
<b>Capital</b>		<b>\$ 736,203.84</b>	<b>\$ 952,302.98</b>	<b>\$ 1,405,152.00</b>	<b>\$ 1,405,152.00</b>	<b>\$ 1,405,152.00</b>	<b>\$ -</b>
<b>Expense</b>		<b>\$ 9,149,707.23</b>	<b>\$ 10,406,239.98</b>	<b>\$ 11,511,100.00</b>	<b>\$ 11,511,100.00</b>	<b>\$ 11,462,206.00</b>	<b>\$ -</b>
<b>Drawdown</b>							
1111	Designated Project Drawdown	\$ -	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -
<b>Drawdown</b>		<b>\$ -</b>	<b>\$ 125,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 11,121,450.47</b>	<b>\$ 10,282,374.50</b>	<b>\$ 11,545,033.00</b>	<b>\$ 11,545,033.00</b>	<b>\$ 11,545,086.00</b>	<b>\$ -</b>
<b>Drawdown Total</b>		<b>\$ -</b>	<b>\$ 125,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expense Total</b>		<b>\$ 9,149,707.23</b>	<b>\$ 10,406,239.98</b>	<b>\$ 11,511,100.00</b>	<b>\$ 11,511,100.00</b>	<b>\$ 11,462,206.00</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ 1,971,743.24</b>	<b>\$ 1,134.52</b>	<b>\$ 158,933.00</b>	<b>\$ 158,933.00</b>	<b>\$ 82,880.00</b>	<b>\$ -</b>



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 ANNUAL BUDGET  
Account Summary**

<b>Department: Administrative Services</b>	<b>Division: Administration</b>	<b>Department Number: 000</b>
<b>Account Description</b>	<b>Approved Budget 2023-2024</b>	<b>Proposed Budget 2024-2025</b>
5110-5230 Apportionment Taxes	8,109,714.00	8,877,226.00
5310 Interest Apportionment Fund	230,000.00	270,000.00
5585 Incentive Income	1,400.00	1,400.00
5600 Reimbursement ROPS	350,000.00	560,000.00
<b>TOTAL REVENUE</b>	<b>8,691,114.00</b>	<b>9,708,626.00</b>
6960 Apportionment Collection Fees	-	728,891.00
7950 Lease Payment- VATP	343,214.00	293,214.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>343,214.00</b>	<b>1,022,105.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>8,691,114.00</b>	<b>9,708,626.00</b>
<b>TOTAL EXPENDITURES</b>	<b>343,214.00</b>	<b>1,022,105.00</b>
<b>GRAND TOTAL</b>	<b>8,347,900.00</b>	<b>8,686,521.00</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 ANNUAL BUDGET  
Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Aquatics</b>	<b>Department Number: 301</b>
<b>Account Description</b>	<b>Approved Budget 2023-2024</b>	<b>Proposed Budget 2023-2024</b>
5510 Public Fees - Instructor Services	24,976.00	23,651.00
5511 Public Fees - Staff Taught Courses	111,134.00	111,259.00
5520 Public Fees- Aquatics Programs	41,600.00	41,600.00
5525 Vending Concessions	800.00	800.00
5530 Rentals	31,745.00	31,745.00
5563 Staffing Cost Recovery	34,822.00	59,570.00
<b>TOTAL REVENUE</b>	<b>245,077.00</b>	<b>268,625.00</b>
6100 Regular Salaries	72,001.00	71,248.00
6108 Cell Phone	390.00	390.00
6110 Part Time Salaries	250,414.00	258,066.00
6120 Retirement	32,627.00	33,292.00
6130 Employee Insurance	14,873.00	11,586.00
6140 Workers Compensation	4,482.00	3,919.00
<b>TOTAL PERSONNEL</b>	<b>374,787.00</b>	<b>378,501.00</b>
6310 Pool Supplies	7,250.00	7,250.00
6500 Equipment Maintenance	1,600.00	4,000.00
6810 Memberships & Dues	200.00	200.00
6910 Office Supplies	640.00	640.00
7030 Business Permit & Licence Fee	500.00	500.00
7115 Typsetting & Printing Services	600.00	600.00
7120 Instructor Services	16,234.00	15,373.00
7410 Division Supplies	2,000.00	2,150.00
7460 Training Supplies	1,100.00	1,900.00
7510 Safety Supplies	1,810.00	1,810.00
7610 Uniform Allowance	2,040.00	2,040.00
7810 Utilities - Gas	42,144.00	42,144.00
7910 Awards & Certificates	4,050.00	4,050.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>80,168.00</b>	<b>82,657.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>245,077.00</b>	<b>268,625.00</b>
<b>TOTAL EXPENDITURES</b>	<b>454,955.00</b>	<b>461,158.00</b>
<b>GRAND TOTAL</b>	<b>(209,878.00)</b>	<b>(192,533.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**2024-2025 ANNUAL BUDGET**

**Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Sports</b>	<b>Department Number: 310</b>
<b>Account Description</b>	<b>Approved Budget 2023-2024</b>	<b>Proposed Budget 2024-2025</b>
5511 Public Fees - Sport Leagues	67,685.00	73,685.00
5530 Rentals	259,492.00	271,562.00
5563 Staffing Cost Recovery	3,360.00	3,360.00
<b>TOTAL REVENUE</b>	<b>330,537.00</b>	<b>348,607.00</b>
6100 Regular Salaries	68,680.00	71,248.00
6108 Cell Phone	390.00	390.00
6110 Part Time Salaries	23,972.00	26,439.00
6120 Retirement	12,392.00	13,110.00
6130 Employee Insurance	14,603.00	11,612.00
6140 Workers Compensation	1,288.00	1,162.00
<b>TOTAL PERSONNEL</b>	<b>121,325.00</b>	<b>123,961.00</b>
6380 Medical Supplies	600.00	600.00
6810 Memberships & Dues	75.00	75.00
7180 Business Services	1,500.00	1,500.00
7190 Umpire/Referee Services	1,700.00	1,700.00
7310 Rents & Leases - Equip	9,120.00	9,120.00
7410 Division Supplies	50.00	50.00
7440 Sporting Goods	5,100.00	7,120.00
7830 Utilities - Electricity	42,094.00	42,094.00
7910 Awards & Certificates	11,100.00	11,340.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>71,339.00</b>	<b>73,599.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>330,537.00</b>	<b>348,607.00</b>
<b>TOTAL EXPENDITURES</b>	<b>192,664.00</b>	<b>197,560.00</b>
<b>GRAND TOTAL</b>	<b>137,873.00</b>	<b>151,047.00</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 ANNUAL BUDGET**

**Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Camps/Classes</b>	<b>Department Number: 320</b>
<b>Account Description</b>	<b>Approved Budget 2023-2024</b>	<b>Proposed Budget 2024-2025</b>
5510 Public Fees - Instructor Services	154,881.00	177,414.00
5511 Public Fees - Camps & Classes	93,600.00	145,940.00
<b>TOTAL REVENUE</b>	<b>248,481.00</b>	<b>323,354.00</b>
6100 Regular Salaries	80,077.00	94,313.00
6108 Cell Phone	780.00	260.00
6110 Part Time Salaries	81,865.00	98,978.00
6120 Retirement	18,427.00	19,010.00
6130 Employee Insurance	16,147.00	14,678.00
6140 Workers Compensation	2,251.00	2,300.00
<b>TOTAL PERSONNEL</b>	<b>199,547.00</b>	<b>229,539.00</b>
6340 Food Supplies	1,125.00	1,125.00
6380 Medical Supplies	790.00	790.00
7120 Instructor Services	90,868.00	95,087.00
7180 Business Services	8,640.00	8,640.00
7410 Division Supplies	9,010.00	10,510.00
7440 Sporting Goods	500.00	1,500.00
7450 Arts & Crafts Supplies	1,575.00	1,575.00
7610 Uniform Allowance	900.00	1,080.00
7750 Excursions & Camp Trips	6,400.00	7,200.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>119,808.00</b>	<b>127,507.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>248,481.00</b>	<b>323,354.00</b>
<b>TOTAL EXPENDITURES</b>	<b>319,355.00</b>	<b>357,046.00</b>
<b>GRAND TOTAL</b>	<b>(70,874.00)</b>	<b>(33,692.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 ANNUAL BUDGET  
Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Senior Services</b>	<b>Department Number: 370</b>
<b>Account Description</b>	<b>Approved Budget 2023-2024</b>	<b>Proposed Budget 2024-2025</b>
5508 Bingo	19,750.00	19,750.00
5509 Bingo Excess	1,800.00	240.00
5511 Public Fees - Senior Services Programming	6,820.00	6,820.00
5525 Vending Concessions	650.00	650.00
<b>TOTAL REVENUE</b>	<b>29,020.00</b>	<b>27,460.00</b>
6100 Regular Salaries	54,970.00	53,410.00
6108 Cell Phone	-	260.00
6110 Part Time Salaries	31,500.00	32,600.00
6120 Retirement	10,641.00	8,782.00
6130 Employee Insurance	8,624.00	7,234.00
6140 Workers Compensation	1,202.00	1,024.00
<b>TOTAL PERSONNEL</b>	<b>106,937.00</b>	<b>103,310.00</b>
6330 Kitchen Supplies	600.00	600.00
6340 Food Supplies	1,900.00	2,820.00
6980 Minor Office Equip. F F & E	100.00	300.00
7430 Bingo Supplies	4,800.00	5,400.00
7510 Safety Supplies	300.00	300.00
7750 Excursions & Camp Trips	5,000.00	5,000.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>12,700.00</b>	<b>14,420.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>29,020.00</b>	<b>27,460.00</b>
<b>TOTAL EXPENDITURES</b>	<b>119,637.00</b>	<b>117,730.00</b>
<b>GRAND TOTAL</b>	<b>(90,617.00)</b>	<b>(90,270.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 ANNUAL BUDGET  
Account Summary**

Department: Parks	Division: Parks Summary	Department Number: 410
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5506 Citations	2,300.00	2,300.00
5530 Rentals	259,556.00	386,716.00
5535 Cell Tower	159,600.00	166,109.00
5540 Parking Fees	10,350.00	10,350.00
5563 Staffing Cost Recovery	1,980.00	1,980.00
5575 Other Misc. Income	15,250.00	15,250.00
5585 Incentive Income	300.00	300.00
<b>TOTAL REVENUE</b>	<b>449,336.00</b>	<b>583,005.00</b>
6100 Regular Salaries	1,406,878.00	1,561,295.00
6101 Overtime Wages	24,285.00	24,285.00
6105 Car Allowance	1,600.00	-
6108 Cell Phone	9,720.00	11,830.00
6110 Part Time Salaries	147,121.00	99,060.00
6120 Retirement	265,744.00	288,022.00
6130 Employee Insurance	236,435.00	296,993.00
6140 Workers Compensation	169,002.00	175,827.00
<b>TOTAL PERSONNEL</b>	<b>2,260,785.00</b>	<b>2,457,312.00</b>
6210 Telephone	3,480.00	3,480.00
6320 Janitorial Supplies	49,800.00	68,343.00
6350 Water Maintenance Service	480.00	480.00
6360 Laundry/Wash Services	180.00	180.00
6510 Fuel	68,475.00	58,204.00
6520 Vehicle Maint/Repair	38,100.00	41,910.00
6610 Building Repair	67,500.00	67,750.00
6620 HVAC Maint/Repair	8,820.00	9,128.00
6630 Playground Maintenance	35,000.00	35,000.00
6710 Grounds Maint.	101,220.00	104,760.00
6719 Tree Care	30,000.00	-
6730 Contracted Pest Control	4,020.00	7,200.00
6740 Rubbish & Refuse	84,330.00	92,763.00
6750 Vandalism/Theft	1,000.00	1,500.00
6810 Memberships & Dues	400.00	500.00
6940 Copy Machine Charges	950.00	480.00
6980 Minor Equip. F F & E	7,000.00	7,000.00
7020 Fire Inspection Fees	3,175.00	3,175.00
7030 Business Permit & License Fee	1,800.00	3,600.00
7150 Security Services	3,000.00	3,000.00
7180 Business Services	30,100.00	13,300.00
7210 Publication & Subscriptions	120.00	150.00
7310 Rents & Leases - Equip	12,000.00	12,000.00
7440 Sporting Goods	2,800.00	3,000.00
7500 Small Tools	6,000.00	6,000.00
7510 Safety Supplies	550.00	754.00
7610 Uniform Allowance	8,500.00	10,845.00
7620 Safety Clothing & Supplies	5,404.00	6,450.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**2024-2025 ANNUAL BUDGET**

**Account Summary**

<b>Department: Parks</b>	<b>Division: Parks Summary</b>	<b>Department Number: 410</b>
<b>Account Description</b>	<b>Approved Budget 2023-2024</b>	<b>Proposed Budget 2024-2025</b>
7710 Conference & Seminars	5,450.00	7,695.00
7720 Out-of-town Travel	250.00	250.00
7760 Tuition/Book Reimbursement	4,000.00	4,000.00
7810 Utilities - Gas	6,989.00	7,269.00
7820 Utilities - Water	786,277.00	905,155.00
7830 Utilities - Electricity	190,600.00	194,900.00
7840 Airport Assessment	14,000.00	14,000.00
7920 Meals & Entertainment	500.00	500.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>1,582,270.00</b>	<b>1,694,721.00</b>
8400 Capital Outlay	780,000.00	1,350,152.00
8420 Equip/Facility Replacement	35,000.00	55,000.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>815,000.00</b>	<b>1,405,152.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>449,336.00</b>	<b>583,005.00</b>
<b>TOTAL EXPENDITURES</b>	<b>4,658,055.00</b>	<b>5,557,185.00</b>
<b>GRAND TOTAL</b>	<b>(4,208,719.00)</b>	<b>(4,974,180.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**2024-2025 ANNUAL BUDGET**  
**Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Rec Admin/Marketing/Special Events</b>	<b>Department Number: 503</b>
<b>Account Description</b>	<b>Approved Budget 2023-2024</b>	<b>Proposed Budget 2024-2025</b>
5511 Public Fees	26,725.00	26,725.00
5555 Activity Guide & Marquee	6,000.00	6,000.00
5558 Sponsorships/Donations	2,500.00	5,000.00
5561 Special Event	125,120.00	129,700.00
5563 Staffing Cost Recovery	1,050.00	1,050.00
<b>TOTAL REVENUE</b>	<b>161,395.00</b>	<b>168,475.00</b>
6100 Regular Salaries	170,611.00	186,111.00
6101 Overtime Wages	1,250.00	1,250.00
6108 Cell Phone	780.00	1,040.00
6110 Part Time Salaries	30,315.00	28,172.00
6120 Retirement	30,291.00	31,119.00
6130 Employee Insurance	36,921.00	30,381.00
6140 Workers Compensation	2,793.00	2,550.00
<b>TOTAL PERSONNEL</b>	<b>272,961.00</b>	<b>280,623.00</b>
6330 Kitchen Supplies	100.00	100.00
6340 Food Supplies	3,600.00	3,600.00
6360 Laundry/Wash Services	940.00	940.00
6910 Office Supplies	12,310.00	12,310.00
6920 Postage/Freight/Mail Expense	16,900.00	18,400.00
6930 Advertising Expense	-	500.00
7020 Fire Inspection Fees	3,500.00	3,500.00
7030 Business Permit & License Fee	4,500.00	4,510.00
7100 Professional Services	54,700.00	54,700.00
7115 Typesetting & Printing Services	36,000.00	37,500.00
7140 Medical & Health Services	4,800.00	4,800.00
7150 Security Services	1,375.00	1,375.00
7160 Entertainment Services	3,300.00	3,300.00
7180 Business Services	6,200.00	6,120.00
7310 Rents & Leases - Equip	26,400.00	26,400.00
7320 Bidg./Field Leases & Rental	60.00	60.00
7410 Division Supplies	17,780.00	19,280.00
7460 Training Supplies	1,800.00	1,800.00
7610 Uniform Allowance	3,750.00	1,950.00
7710 Conference & Seminars	2,584.00	1,600.00
7720 Out-of-town Travel	1,970.00	210.00
7730 Private Vehicle Mileage	3,900.00	3,900.00
7910 Awards & Certificates	2,300.00	2,600.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>208,769.00</b>	<b>209,455.00</b>
<b>TOTAL EXPENDITURES</b>	<b>481,730.00</b>	<b>490,078.00</b>
<b>Total Recreation Admin Revenue</b>	<b>7,050.00</b>	<b>7,050.00</b>
<b>Total Recreation Admin Expenditures</b>	<b>221,875.35</b>	<b>232,887.00</b>



**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**2024-2025 ANNUAL BUDGET**

**Account Summary**

<b>Department: Recreation Services</b>	<b>Division: Rec Admin/Marketing/Special Events</b>	<b>Department Number: 503</b>
<b>Account Description</b>	<b>Approved Budget 2023-2024</b>	<b>Proposed Budget 2024-2025</b>
<b>Total Recreation Admin Grand Total</b>	<b>(214,825.35)</b>	<b>(225,837.00)</b>
<b>Total Special Events Revenue</b>	<b>154,345.00</b>	<b>161,425.00</b>
<b>Total Special Events Expenditures</b>	<b>259,854.65</b>	<b>257,191.00</b>
<b>Total Special Events Grand Total</b>	<b>(105,509.65)</b>	<b>(95,766.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 ANNUAL BUDGET  
Account Summary**

Department: Administration	Division: Administration	Department Number: 505
Account Description	Adopted Budget 2023-2024	Proposed Budget 2024-2025
5502 Carryover Balance	15,000.00	75,000.00
5575 Other Misc. Income	20,000.00	20,000.00
1111 Designated Project Drawdown	125,000.00	-
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>160,000.00</b>	<b>95,000.00</b>
6100 Regular Salaries	946,666.00	1,052,579.00
6101 Overtime Wages	2,500.00	2,500.00
6105 Car Allowance	6,000.00	6,000.00
6108 Cell Phone	3,900.00	3,900.00
6110 Part Time Salaries	47,866.00	49,602.00
6120 Retirement	161,753.00	181,016.00
6121 457 PT Pension	7,000.00	7,000.00
6125 Deferred Compensation	5,193.00	5,592.00
6130 Employee Insurance	104,125.00	113,905.00
6140 Workers Compensation	5,315.00	5,320.00
6150 Unemployment Insurance	10,000.00	10,000.00
6170 PERS Unfunded Liability	494,762.00	582,241.00
<b>TOTAL PERSONNEL</b>	<b>1,795,080.00</b>	<b>2,019,655.00</b>
6210 Internet/Telephone	18,212.00	20,240.00
6220 IT Services	64,298.00	72,199.00
6230 IT Hardware	2,000.00	7,200.00
6240 Software Services	73,586.00	45,854.00
6350 Water Maintenance Service	420.00	428.00
6410 Liability/Property Insurance	347,734.00	441,778.00
6810 Memberships & Dues	16,277.00	16,277.00
6910 Office Supplies	21,000.00	21,000.00
6920 Postage/Freight/Mail Expense	1,800.00	1,800.00
6930 Advertising Expense	3,040.00	3,040.00
6940 Copy Machine Charges	12,176.00	12,641.00
6950 Bank/Smart Rec Charges	3,920.00	33,920.00
6960 Apportionment Collection Fees	684,039.00	-
6980 Minor Office Equip. F F & E	18,137.00	2,137.00
7010 Fingerprint Fees	3,360.00	3,360.00
7100 Professional Services	215,500.00	75,500.00
7110 Legal Fees	90,000.00	96,000.00
7125 Administration Fees	2,200.00	2,200.00
7130 Audit Services	17,425.00	17,425.00
7140 Medical & Health Services	5,920.00	5,920.00
7150 Security Services	2,747.00	2,747.00
7180 Business Services	48,865.00	150,472.00
7210 Publication & Subscriptions	2,255.00	2,867.00
7460 Training Supplies	1,070.00	1,070.00
7510 Safety Supplies	1,755.00	1,755.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 ANNUAL BUDGET  
Account Summary**

<b>Department: Administration</b>	<b>Division: Administration</b>	<b>Department Number: 505</b>
<b>Account Description</b>	<b>Adopted Budget 2023-2024</b>	<b>Proposed Budget 2024-2025</b>
7610 Uniform Allowance	600.00	850.00
7710 Conference & Seminars	11,631.00	11,158.00
7715 Conference & Seminars - Board	2,625.00	2,475.00
7720 Out-of-town Travel Staff	3,847.00	5,394.00
7725 Out -of-town Travel Board	2,970.00	2,970.00
7730 Private Vehicle Mileage	870.00	905.00
7910 Awards & Certificates	740.00	740.00
7920 Meals & Entertainment	3,000.00	3,000.00
7930 Employee Morale	5,500.00	5,500.00
7970 Reserve - Vehicle Fleet	15,000.00	-
7971 Reserve - Computer Fleet	8,000.00	7,000.00
7973 Reserve - Dry Period	5,000.00	50,000.00
7975 Reserve - Repair/Operations/Admin	100,000.00	50,000.00
7976 Reserve - Compensated Absences	25,000.00	25,000.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>1,842,519.00</b>	<b>1,202,822.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>160,000.00</b>	<b>95,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>3,637,599.00</b>	<b>3,222,477.00</b>
<b>GRAND TOTAL</b>	<b>(3,477,599.00)</b>	<b>(3,127,477.00)</b>

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
2024-2025 ANNUAL BUDGET  
Account Summary**

Department: Administration	Division: Grants	Department Number: 520
Account Description	Approved Budget 2023-2024	Proposed Budget 2024-2025
5510 Public Fees	3,500.00	3,500.00
5575 Other Misc. Income	-	18,434.00
<b>TOTAL REVENUE</b>	<b>3,500.00</b>	<b>21,934.00</b>
6100 Regular Salaries	4,862.00	4,745.00
6108 Cell Phone	-	-
6110 Part Time Salaries	15,120.00	15,697.00
6120 Retirement	965.00	1,937.00
6130 Employee Insurance	888.00	1,643.00
6140 Workers Compensation	437.00	243.00
<b>TOTAL PERSONNEL</b>	<b>22,272.00</b>	<b>24,265.00</b>
7030 Business Permit & License Fee	500.00	500.00
7120 Instructor Services	1,800.00	3,175.00
7160 Entertainment Services	1,000.00	1,000.00
7180 Business Services	500.00	500.00
7310 Rents & Leases - Equip	1,200.00	3,350.00
7410 Division Supplies	1,525.00	4,000.00
7730 Private Vehicle Mileage	77.00	77.00
<b>TOTAL SERVICES/ SUPPLIES</b>	<b>6,602.00</b>	<b>12,602.00</b>
<b>TOTAL REVENUE + DRAWDOWN</b>	<b>3,500.00</b>	<b>21,934.00</b>
<b>TOTAL EXPENDITURES</b>	<b>28,874.00</b>	<b>36,867.00</b>
<b>GRAND TOTAL</b>	<b>(25,374.00)</b>	<b>(14,933.00)</b>

Pleasant Valley Recreation and Park District  
 FY 2024-2025 Budget  
 Fund 20 Assessment

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
5310	Interest Earnings	\$ (29,628.77)	\$ (20,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ (35,000.00)	\$ -
5500	Assessment Revenue	\$ (1,264,880.91)	\$ (1,293,871.00)	\$ (1,341,735.00)	\$ (1,341,735.00)	\$ (1,341,735.00)	\$ -
<b>Revenue</b>		<b>\$ 1,294,509.68</b>	<b>\$ 1,313,871.00</b>	<b>\$ 1,376,735.00</b>	<b>\$ 1,376,735.00</b>	<b>\$ 1,376,735.00</b>	<b>\$ -</b>
<b>Personnel</b>							
6100	Full Time Salaries	\$ 59,570.48	\$ 50,780.14	\$ -	\$ -	\$ -	\$ -
6101	Overtime Salaries	\$ 10.32	\$ -	\$ -	\$ -	\$ -	\$ -
6108	Cell Phone Allowance	\$ 187.11	\$ 132.93	\$ -	\$ -	\$ -	\$ -
6110	Part-Time Salaries	\$ 506.24	\$ 3,749.34	\$ -	\$ -	\$ -	\$ -
6120	Retirement	\$ 10,119.34	\$ 9,932.61	\$ -	\$ -	\$ -	\$ -
6130	Employee Insurance	\$ 12,815.59	\$ 10,870.97	\$ -	\$ -	\$ -	\$ -
6140	Workers Compensation	\$ 6,246.27	\$ 6,053.26	\$ -	\$ -	\$ -	\$ -
<b>Personnel</b>		<b>\$ 89,455.35</b>	<b>\$ 81,519.25</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Services and Supplies</b>							
6610	Building Repair	\$ -	\$ 1,520.00	\$ -	\$ -	\$ -	\$ -
6709	Incidental Costs - Assess	\$ 18,522.28	\$ 19,444.00	\$ 19,444.00	\$ 19,444.00	\$ 19,444.00	\$ -
6710	Grounds Maintenance	\$ 16,384.26	\$ 116,050.85	\$ 78,293.00	\$ 78,293.00	\$ 78,293.00	\$ -
6719	Tree Care	\$ 87,823.07	\$ 90,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ -
6720	Contracted LS Services	\$ 440,502.52	\$ 535,641.00	\$ 610,938.00	\$ 610,938.00	\$ 610,938.00	\$ -
6722	Park Amenities - Assess	\$ 33,793.42	\$ 34,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -
6740	Rubbish & Refuse	\$ -	\$ 947.39	\$ -	\$ -	\$ -	\$ -
6950	Bank & Registration Fees	\$ -	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ -
6960	Approp Redev/Collection Fees	\$ 5,648.55	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -
7310	Rents & Leases - Equip	\$ -	\$ 846.65	\$ -	\$ -	\$ -	\$ -
7950	COP Debt - PV Fields	\$ 533,756.09	\$ 408,780.00	\$ 460,555.00	\$ 460,555.00	\$ 460,555.00	\$ -
<b>Services and Supplies</b>		<b>\$ 1,136,430.19</b>	<b>\$ 1,210,799.89</b>	<b>\$ 1,352,800.00</b>	<b>\$ 1,352,800.00</b>	<b>\$ 1,352,800.00</b>	<b>\$ -</b>
<b>Expense</b>		<b>\$ 1,225,885.54</b>	<b>\$ 1,292,319.14</b>	<b>\$ 1,352,800.00</b>	<b>\$ 1,352,800.00</b>	<b>\$ 1,352,800.00</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 1,294,509.68</b>	<b>\$ 1,313,871.00</b>	<b>\$ 1,376,735.00</b>	<b>\$ 1,376,735.00</b>	<b>\$ 1,376,735.00</b>	<b>\$ -</b>
<b>Expense Total</b>		<b>\$ 1,225,885.54</b>	<b>\$ 1,292,319.14</b>	<b>\$ 1,352,800.00</b>	<b>\$ 1,352,800.00</b>	<b>\$ 1,352,800.00</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ 68,624.14</b>	<b>\$ 21,551.86</b>	<b>\$ 23,935.00</b>	<b>\$ 23,935.00</b>	<b>\$ 23,935.00</b>	<b>\$ -</b>

Pleasant Valley Recreation and Park District  
 FY 2024-2025 Budget  
 Fund 30 Quimby

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
	5310 Interest Earnings	\$ (99,853.41)	\$ (120,000.00)	\$ (200,000.00)	\$ (200,000.00)	\$ (200,000.00)	\$ -
	5400 Park Dedication Fees	\$ (3,779,680.45)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Revenue</b>		<b>\$ 3,879,533.86</b>	<b>\$ 120,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>
<b>Services and Supplies</b>							
	6950 Bank & Registration Fees	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Services and Supplies</b>		<b>\$ 10.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Capital</b>							
	8400 General Capital	\$ -	\$ 621,769.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
	8464 Arneill Ranch Park Renovation	\$ 13,520.66	\$ -	\$ -	\$ -	\$ -	\$ -
	8493 Pickleball Sports Complex	\$ 130,827.61	\$ 1,300,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ -
	8504 Multi-Generation Center	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -
	8511 Auditorium ADA Improvements	\$ -	\$ -	\$ 355,964.00	\$ 355,964.00	\$ 355,964.00	\$ -
	8513 Community Ctr/Classroom Enhanc	\$ -	\$ -	\$ 244,193.00	\$ 244,193.00	\$ 244,193.00	\$ -
<b>Capital</b>		<b>\$ 144,348.27</b>	<b>\$ 2,921,769.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ -</b>
<b>Expense</b>		<b>\$ 144,358.27</b>	<b>\$ 2,921,769.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ -</b>
<b>Drawdown</b>							
	1105 Cash-Quimby Drawdown	\$ -	\$ -	\$ 1,200,157.00	\$ 1,200,157.00	\$ 1,200,157.00	\$ -
	1205 VC Pool Quimby Drawdown	\$ -	\$ 2,801,769.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -
<b>Drawdown</b>		<b>\$ -</b>	<b>\$ 2,801,769.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 3,879,533.86</b>	<b>\$ 120,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>
<b>Drawdown Total</b>		<b>\$ -</b>	<b>\$ 2,801,769.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ -</b>
<b>Expense Total</b>		<b>\$ 144,358.27</b>	<b>\$ 2,921,769.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ 3,200,157.00</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ 3,735,175.59</b>	<b>\$ -</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>

Pleasant Valley Recreation and Park District  
 FY 2024-2025 Budget  
 Fund 40 Park Impact Fees

Account	Description	Two Year Prior Actual	One Year Prior Budget	Requested	Proposed	Approved	Adopted
<b>Revenue</b>							
	5310 Interest Earnings	\$ (5,998.78)	\$ (8,000.00)	\$ (65,000.00)	\$ (65,000.00)	\$ (65,000.00)	\$ -
	5450 Park Impact Fees	\$ (49,071.12)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Revenue</b>		<b>\$ 55,069.90</b>	<b>\$ 8,000.00</b>	<b>\$ 65,000.00</b>	<b>\$ 65,000.00</b>	<b>\$ 65,000.00</b>	<b>\$ -</b>
<b>Revenue Total</b>		<b>\$ 55,069.90</b>	<b>\$ 8,000.00</b>	<b>\$ 65,000.00</b>	<b>\$ 65,000.00</b>	<b>\$ 65,000.00</b>	<b>\$ -</b>

**RESOLUTION NO. 772**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT  
ADOPTING THE 2024-2025 FISCAL YEAR BUDGETS**

**WHEREAS**, the Board of Directors of the Pleasant Valley Recreation and Park District (“District”) has reviewed and adopted the draft budgets for Fiscal Year 2024-2025,

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

1. That the budget document which is on file with the Secretary of the Board be adopted as the final operating and capital budget for the District for the Fiscal Year 2024-2025.
2. That the amounts designated in the final Fiscal Year 2024-2025 budgets are hereby appropriated and may be expended by the departments or funds for which they are designated, and such appropriation shall be neither increased nor decreased excepted herein.
3. That the following controls are hereby placed on the use and transfer of budgeted funds:
  - a. The General Manager is responsible for keeping expenditures within budget allocations in each fund for positions, salaries, operational expenses, and capital expenditures and may adopt budget policies and budget transfers between line-items as necessary to carry out that responsibility. No expenditure of funds shall be authorized unless sufficient funds have been appropriated by the Board or General Manager as described herein.
  - b. The Board must authorize any increase in the overall operating budget, capital budget, salary budget, and number of authorized regular personnel positions above the level identified in the final budget. The General Manager may authorize the hiring of temporary or part-time staff as necessary, within the limits imposed by the available funds in the budget.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3rd day of July 2024 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mark Malloy, Chair, Board of Directors  
Pleasant Valley Recreation and Park District

ATTESTED:

\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District



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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 3, 2024**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 773 APPROVING THE FIVE-YEAR CAPITAL  
IMPROVEMENT PROGRAM (CIP) FOR FISCAL YEARS  
2025-2029**

**BACKGROUND**

A five-year Capital Improvement Program (CIP) gives District staff direction and informs the public of the planned capital improvements of District-owned facilities and assets. A CIP is necessary to allow for informed decisions in the budget-making process and for outlining the priority items and their timelines for the District.

The proposed five-year CIP was presented to the Board on April 27, 2024, at the FY 2024-2025 public budget workshop. The CIP is now being presented at a public hearing for formal adoption.

**ANALYSIS**

The final proposed CIP continues the District’s commitment to enhancing and maintaining its parks and facilities. The five-year average of capital spending from General Funds is \$1,332,030 with an average of 10 projects a year. The following chart shows the year-by-year spending.

	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>
<b>ANNUAL TOTAL:</b>	<b>\$4,615,551</b>	<b>\$1,840,000</b>	<b>\$1,660,000</b>	<b>\$1,070,000</b>	<b>\$710,000</b>
Number of Projects	20	14	8	5	5
General Fund	\$1,380,152	\$1,840,000	\$1,660,000	\$1,070,000	\$710,000
Quimby Fund	\$3,235,399	\$0	\$0	\$0	\$0

It is important to note that the CIP is a guiding document, much like the budget, and is not set in stone. The CIP will be reviewed every year, and if there are situations that require changes to the five-year plan, they will be discussed at the appropriate time.

The CIP makes note of the funding source for each project.

### **FISCAL IMPACT**

There is no direct fiscal impact of adopting the five-year CIP. However, the CIP will guide the budgeting process each year, and the impact will be shown in each Fiscal Year budget.

### **STRATEGIC PROGRAM COMPLIANCE**

Meets 2021-2026 Strategic Program Goal and Strategy

- 3.1.A: Update the Capital Improvement Plan

### **RECOMMENDATION**

It is recommended the Board adopt Resolution No. 773, approving the Five-Year Capital Improvement Program (CIP) for Fiscal Years 2025-2029.

### **ATTACHMENTS**

- 1) Five-Year Capital Improvement Program (4 pages)
- 2) Five-Year Capital Improvement Program Chart (3 pages)
- 3) Resolution No. 773 (1 page)

# Five-Year Capital Improvement Program (CIP)

## Executive Summary:

The Capital Improvement Program (CIP) for Pleasant Valley Recreation and Park District outlines the strategic investments and improvements planned over the next five years to enhance the recreational facilities and parks within the District. This plan reflects the District's commitment to providing high-quality recreational opportunities for residents and visitors alike.

## Introduction:

The Pleasant Valley Recreation and Park District serves as a steward of public spaces, striving to maintain and develop recreational facilities and parks that meet the needs of the community. The CIP serves as a roadmap for capital investments, guiding the allocation of resources to address current needs and anticipate future demands.

Through prudent financial planning and strategic resource allocation, we have outlined a series of projects that will address immediate needs while laying the groundwork for sustainable growth and development in the years ahead. From playground replacements to parking lot resurfacing and facility upgrades, each project has been carefully selected to align with our community's values and aspirations.

## Objectives:

1. Enhance the quality and accessibility of recreational facilities and parks.
2. Improve safety and sustainability of existing infrastructure.
3. Expand recreational offerings to accommodate the growing needs of the community.
4. Foster community engagement and partnerships to support recreational initiatives.

## Five-Year Program:

**Year 1 (2024-2025): 20 total projects; \$1,380,152 General Fund; \$3,235,399 Quimby Fund**

- District Wide Projects
  - \$100,000 for correction of ADA issues, including path of travel improvements.
  - \$400,000 for Playground Replacement, as decided at the annual budget meeting.
  - \$55,000 for Vehicle Replacement, as necessary to follow state and local requirements.
  - \$10,000 for Electric Vehicle Chargers
- Bob Kildee Park Projects
  - \$117,089 for Parking Lot Slurry, including necessary ADA improvements
- Camarillo Grove Park Projects
  - \$30,000 for BBQ replacements
  - \$110,063 for Parking Lot Slurry, including necessary ADA improvements

- Community Center Park Projects
  - \$120,000 for Emergency Fire Alarm system, to be installed in all buildings and rooms to allow for light and sound notification in case of emergency.
  - \$391,206 of Quimby funds for ADA improvements in the auditorium
  - \$244,193 of Quimby Funds for ADA improvements in the Senior Center Park
  - \$1,000,000 of Quimby Funds for construction of new Multi-Generational Center Park
- Dos Caminos Park Projects
  - \$29,629 for Parking Lot Slurry, including necessary ADA improvements
- Freedom Park Projects
  - \$1,100,000 of Quimby Funds for the Freedom Pickleball Complex
  - \$500,000 of Quimby Funds to make necessary improvements to the West Restroom, including ADA necessities
- Mel Vincent Park Projects
  - \$27,000 for Parking Lot Slurry, including necessary ADA improvements
- Pleasant Vally Fields Projects
  - \$185,700 for Parking Lot Slurry, including necessary ADA improvements
  - \$50,000 for Irrigation Pump and VFD Replacement
- Pitts Ranch Park Projects
  - \$40,000 for Tennis Court resurfacing
  - \$24,630 for Parking Lot Slurry, including necessary ADA improvements
- Springville Park Projects
  - \$80,000 for Wrought Iron Fencing replacement

**Year 2 (2025-2026):14 Total Projects; \$1,840,000 General Fund**

- District Wide Projects
  - \$100,000 for correction of ADA issues, including path of travel improvements.
  - \$500,000 for Playground Replacement, as decided at the annual budget meeting.
  - \$55,000 for Vehicle Replacement, as necessary to follow state and local requirements.
  - \$15,000 for a new Dump Trailer
- Bob Kildee Park Projects
  - \$15,000 to change Aquatic Center Park deck lights to LED for energy efficiency
  - \$45,000 to add motors to the roll-up window walls, to allow airflow
  - \$20,000 for exterior painting
- Community Center Park Projects
  - \$375,000 for pulverizing and complete redo of Parking Lot, including necessary ADA improvements
  - \$500,000 for HVAC replacement for the Auditorium
  - \$60,000 for HVAC replacement for Classrooms 1-5
- Freedom Park Projects
  - \$75,000 for evaluation and redesign of the Freedom Center Park
- Lokker Park Projects

- \$20,000 for Basketball Court Resurfacing
- Springville Park Projects
  - \$40,000 for Tennis Court Resurfacing
  - \$20,000 for Parking Lot Slurry of the upper parking lot, including necessary ADA improvements

**Year 3 (2026-2027): 8 Projects; \$1,660,000 General Fund**

- District Wide Projects
  - \$100,000 for correction of ADA issues, including path of travel improvements.
  - \$500,000 for Playground Replacement, as decided at the annual budget meeting.
  - \$60,000 for Vehicle Replacement, as necessary to follow state and local requirements.
- Bob Kildee Park Projects
  - \$80,000 for Tennis Court Resurfacing
- Charter Oaks Park Projects
  - \$75,000 for Walking Path Slurry, including necessary ADA improvements
- Community Center Park Projects
  - \$25,000 for HVAC Replacement for Classroom 7
- Dos Caminos Park Projects
  - \$500,000 for Restroom Renovations
- Freedom Park Projects
  - \$320,000 for Parking Lot Slurry, including necessary ADA improvements

**Year 4 (2027-2028): 5 Projects; \$1,070,000 General Fund**

- District Wide Projects
  - \$100,000 for correction of ADA issues, including path of travel improvements.
  - \$500,000 for Playground Replacement, as decided at the annual budget meeting.
  - \$60,000 for Vehicle Replacement, as necessary to follow state and local requirements.
- Los Posas Equestrian Park Projects
  - \$400,000 for Arena Improvements, including replacement of sand and railings
- Springville Park Projects
  - \$10,000 for Parking Lot Slurry of the lower parking lot, including necessary ADA improvements

**Year 5 (2028-2029): 5 Projects; \$710,000 General Fund**

- District Wide Projects
  - \$100,000 for correction of ADA issues, including path of travel improvements.
  - \$500,000 for Playground Replacement, as decided at the annual budget meeting.
  - \$60,000 for Vehicle Replacement, as necessary to follow state and local requirements.
- Arneill Ranch Park Projects
  - \$25,000 for Parking Lot Slurry, including necessary ADA improvements.

- Camarillo Grove Park Projects
  - \$25,000 for Roof Replacement of the original Nature Education Center Park

## **Conclusion:**

The Capital Improvement Program (CIP) outlined above represents a comprehensive strategy aimed at enhancing our community's infrastructure and amenities over the next five years. Through diligent planning and thoughtful allocation of resources, we have identified key areas for improvement across various parks, facilities, and public spaces.

The projects included in the CIP address a range of needs, including accessibility enhancements, facility upgrades, and recreational amenities, all aimed at improving the overall quality of life for our residents. From playground replacements to parking lot resurfacing and ADA compliance measures, each project has been carefully considered to ensure it aligns with the community's priorities and addresses identified needs.

Furthermore, by leveraging a combination of General Fund allocations and Quimby Fund resources, we are able to maximize our impact and make significant strides in improving our community infrastructure while remaining fiscally responsible.

As we move forward with the implementation of this Program, we recognize the importance of ongoing communication and collaboration with stakeholders, including community members, local organizations, and government agencies. Their input and support will be invaluable in guiding the successful execution of these projects and ensuring they meet the needs of our diverse community.

In closing, we are committed to the continued enhancement of our community's infrastructure and amenities, and we look forward to the positive impact that these projects will have on the well-being and enjoyment of all residents for years to come. Thank you for your support as we work together to build a stronger, more vibrant community.

LOCATION	PROJECT	Funding Source	2024/25	2025/26	2026/27	2027/28	2028/29
	ADA/Path of Travel	General Fund	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
	Playground Replacement	General Fund	\$400,000	\$500,000	\$500,000	\$500,000	\$500,000
	Vehicle Replacement	General Fund	\$55,000	\$55,000	\$60,000	\$60,000	\$60,000
	2 level 2 chargers	General Fund	\$10,000				
	Dump Trailer	General Fund		\$15,000			
<b>Arneill Ranch Park:</b>							
	Parking Lot Slurry	General Fund					\$25,000
<b>Bob Kildee Community Park:</b>							
	Tennis Court Resurfacing	General Fund			\$80,000		
	Parking Lot Slurry (+ADA)	General Fund	\$117,089				
	Sport Light Fixture	General Fund				X	
<b>Fields 1,2,3</b>	Deck Lights to LED	General Fund		\$15,000			
<b>PVAC</b>	Add Motors to Roll-Up Window Walls	General Fund		\$45,000			
<b>PVAC</b>	Exterior Painting	General Fund		\$20,000			
<b>Calleguas Creek Park:</b>							
	Playground (+ADA)	General Fund					X
<b>Camarillo Grove Park:</b>							
	BBQ Replacements	General Fund		\$30,000			
	Parking Lot Slurry (+ADA)	General Fund	\$110,063				
	Playground (+ADA)	General Fund					X
<b>Nature Center</b>	Roof Replacement	General Fund					\$25,000
<b>Carmenita Park:</b>							
	Playground	General Fund		X			
<b>Charter Oak Park:</b>							
	Playground (+ADA)	General Fund		X			
	Slurry Walking Path (+ADA)	General Fund			\$75,000		
<b>Community Center Park:</b>							
	Parking Lot Pulverize (+ADA)	General Fund		\$375,000			
	Emergency Fire Alarm	General Fund	\$120,000				
	Multi-Generational Center	Quimby Fund	\$1,000,000				
<b>Auditorium</b>	HVAC Replacement	General Fund		\$500,000			

LOCATION	PROJECT	Funding Source	2024/25	2025/26	2026/27	2027/28	2028/29
Auditorium	ADA Improvements	Quimby Fund	\$391,206				
Senior Center	ADA Improvements	Quimby Fund	\$244,193				
Class Rooms #1-5	HVAC Replacement (12,000 ea.)	General Fund		\$60,000			
Room #7	HVAC Replacement	General Fund			\$25,000		
<b>Dos Caminos Park:</b>							
	Restroom Renovations	General Fund			\$500,000		
	Parking Lot Slurry (+ADA)	General Fund	\$30,000				
	Playground (+ADA)	General Fund					X
<b>Foothill Park:</b>							
	Playground	General Fund					
<b>Freedom Park:</b>							
	Pickleball Courts	Quimby Fund	\$1,100,000				
	West Restrooms Improvements	Quimby Fund	\$500,000				
Freedom Center	Design/Evaluation	General Fund		\$75,000			
480 Skyway Drive	Parking Lot Slurry for all of Freedom	General Fund			\$320,000		
<b>Heritage Park:</b>							
	Playground	General Fund					
<b>Las Posas Equestrian Park:</b>							
	Arena Improvements (Sand, Railings)	General Fund				\$400,000	
<b>Lokker Park:</b>							
	Basketball Court Resurfacing	General Fund		\$20,000			
<b>Mel Vincent Park:</b>							
	Parking Lot Slurry +ADA	General Fund	\$27,000				



LOCATION	PROJECT	Funding Source	2024/25	2025/26	2026/27	2027/28	2028/29
<b><u>Pitts Ranch Park:</u></b>							
	Playground	General Fund					
	Tennis Court Resurfacing	General Fund	\$40,000				
	Parking Lot Slurry +ADA	General Fund	\$25,000				
<b><u>Pleasant Valley Fields:</u></b>							
	Full Parking Lot Slurry + ADA	General Fund	\$186,000				
	Irrigation Pump/VFD Replacement	General Fund	\$50,000				
<b><u>Quito Park:</u></b>							
	Playground	General Fund					
<b><u>Springville Park:</u></b>							
	Tennis Court Resurfacing	General Fund		\$40,000			
Upper Section	Parking Lot Slurry	General Fund		\$20,000			
Lower Section	Parking Lot Slurry	General Fund				\$10,000	
Wrought Iron Fencing		General Fund	\$80,000				
<b>ANNUAL TOTAL</b>			\$4,615,551	\$1,840,000	\$1,660,000	\$1,070,000	\$710,000
<b>Number of Projects</b>			20	14	8	5	5
<b>General Fund</b>			\$1,380,152	\$1,840,000	\$1,660,000	\$1,070,000	\$710,000
<b>Quimby Fund</b>			\$3,235,399	\$0	\$0	\$0	\$0

**RESOLUTION NO. 773**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT  
ADOPTING FISCAL YEARS 2025-2029 CAPITAL IMPROVEMENT  
PROGRAM**

**WHEREAS**, the prioritization of capital projects for the Pleasant Valley Recreation and Park District (“District”) is crucial for short and long-term capital planning as well as allocating other resources; and

**WHEREAS**, the Board of Directors of the Pleasant Valley Recreation and Park District (“District”) presented the initial draft of the Five-Year Capital Improvement Program (CIP) on April 27, 2024; and

**WHEREAS**, the Board of Directors of the Pleasant Valley Recreation and Park District held a public hearing on July 3, 2024 regarding said program; and

**WHEREAS**, the Board of Directors of the Pleasant Valley Recreation and Park District desires to adopt the 2025-2029 Capital Improvement Program list which identifies specific projects and their estimates for consideration and approval

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Directors of the Pleasant Valley Recreation and Park District that the proposed Fiscal Years 2025-2029 Capital Improvement Program for District owned parks and facilities is established and will be updated through the annual budget process;

BE IT FURTHER RESOLVED that the five-year Capital Improvement Program is consistent with the District’s strategic plan and the Board approves the plan as presented.

BE IT FURTHER RESOLVED this resolution shall become effective upon passage and approval by the District Board of Directors.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3<sup>rd</sup> day of July 2024 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mark Malloy, Chair, Board of Directors  
Pleasant Valley Recreation and Park District

**Attested:**

\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District

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

**TO: BOARD OF DIRECTORS**

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

**DATE: July 3, 2024**

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION  
NO. 774 TO ACCEPT, ADOPT AND IMPLEMENT THE  
TENTATIVE AGREEMENT, SEIU MOU 2024-2027  
THAT WAS REACHED BETWEEN THE LABOR  
NEGOTIATION REPRESENTATIVES FROM THE  
DISTRICT AND SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 721 REPRESENTING  
DISTRICT EMPLOYEES**

**SUMMARY**

In April 2024, labor negotiations began with representatives from the Pleasant Valley Recreation and Park District (“District”) and the Service Employees International Union Local 721 representing District employees (“SEIU Local 721” or “Union”). Both parties reached a tentative agreement on June 7, 2024.

**BACKGROUND**

In 2015, the District and SEIU Local 721 entered into their first three-year Memorandum of Understanding (“SEIU MOU 2015-18”). This original SEIU MOU 2015-18 expired on June 30, 2018. The District’s negotiation team has been meeting with SEIU Local 721 labor representatives since May of 2018 regarding a successor MOU. On October 14, 2020, the District approved Resolution No. 618 to accept, adopt and implement both the Tentative Agreement for a Successor Memorandum of Understanding (“Successor MOU”) between the District and SEIU Local 721.

The term of the Successor MOU was from July 1, 2018, and expiring on June 30, 2021. The Successor MOU between the District and SEIU did expire June 30, 2021; however, the District’s past practice honors the terms and intent of the expired MOU until the full ratification of a successor agreement. The proposed successor MOU was arrived at through the regular meet-and-confer process as outlined in state law. Both parties reached a tentative agreement on January 12, 2022, and expired on June 30, 2024.

**ANALYSIS**

Pursuant to Government Code Section 3505.1, if a tentative agreement (or side letter agreement) is reached by the authorized representatives of a public agency and a recognized employee organization, the governing body of the public agency must vote to accept or reject the tentative

agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement does not, however, bar the filing of an unfair labor practice charge for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.

The Parties have reached a tentative agreement on the terms for a successor MOU (“SEIU MOU 2024-2027”), which has been memorialized within Attachment 1. This Tentative Agreement was ratified by the members of SEIU Local 721 and affirmed and executed by the labor representatives of the respective parties on June 21, 2024.

The proposed changes to be incorporated into a successor MOU are detailed in the attached Tentative Agreement or SEIU MOU 2024-2027. Below is an overview of the major updates:

- **Term of Agreement:** July 1, 2024, to June 30, 2027 (3 years)
- **Salary Plan:** A 5% Cost of Living Adjustment (“COLA”) will be effective the first full pay period after this MOU has been ratified by the Union and approved by the District Board, and effective the first pay period commencing on or after July 1, 2025, a 3% COLA and July 1, 2026, a 4% COLA.
- **Promotion Between Classifications:** The required hours of Human Resources training to advance to a Grounds II position have been reduced from 12 hours to 6 hours.
- **Overtime and Compensatory Time:** The compensation for on-call worked has increased from \$40 to \$50.
- **Work Clothing:** The uniform allowance for steel-toed/safety boots increases from \$200 to \$250; the allowance for Park Rangers/Lead increased from \$200 to \$250.
- **Holidays:** Employees have the choice of receiving time and a half for working an approved holiday or they can choose to bank the holiday to use within 90 days.
- **Bilingual Pay:** The District has committed to a 6-month study to assess the need for bilingual pay.
- **Cell Phone Allowance:** Employees who are not provided with a landline or who may be away from their desks for long periods of time received an increase to their allowance from \$14 per pay period to \$20.00.

### **FISCAL IMPACT**

The impact of the 5% COLA for Year 1 has been included in the current FY 2024-2025 budget, the 3% COLA in Year 2 is estimated to cost \$32,500, and the 4% COLA in Year 3 is estimated to cost \$43,500. The impact of the work clothing is approximately \$1,350, the cell phone allowance at \$2,110, and the overtime/compensatory time for on-call is \$1,680.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goal

- **5.0:** Attract and retain the best staff through appropriate compensation, training, resource provisions, success planning, and opportunities for individual development in a safe working environment.

### **RECOMMENDATION**

It is recommended the Board consider and approve Resolution No. 774, to accept, adopt, and implement the tentative agreement, SEIU MOU 2024-2027 that was reached between the labor negotiation representatives from the District and Service Employees International Union Local 721 representing District employees.

### **ATTACHMENTS**

- 1) Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721—  
CLEAN Version  
(58 pages)
- 2) Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721—  
REDLINE Version  
(66 pages)
- 3) Resolution No. 774, Resolution Adopting SEIU MOU 2024-2027 (2 pages)



**Memorandum of Understanding  
between  
Pleasant Valley Recreation and Park District  
and  
Service Employees International Union Local 721  
representing PVRPD Employees**

**July 1, 2024-June 30, 2027**

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## **ARTICLE 1 — PURPOSE OF THE MEMORANDA OF UNDERSTANDING**

- A. It is the purpose of this Memorandum (“MOU”) to promote and provide for harmonious relations, cooperation, and understanding between the Pleasant Valley Recreation & Park District (“District”) and Service Employees International Union Local 721 (“Union”), the recognized employee organizations representing employees in the Miscellaneous Unit covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment of employees covered herein. The parties jointly agree to submit this MOU to the Union and District’s Board of Directors for acceptance, adoption, and implementation.
  
- B. The District continues to recognize the Union as a sole and exclusive bargaining representative for the Miscellaneous Unit comprised of the full-time, part-time year-round, part-time restricted and seasonal/temporary part-time employees occupying the classifications listed in Appendix A hereto.

## **ARTICLE 2 — PVRPD MANAGEMENT RIGHTS**

Management of the District is vested exclusively in the District. All management functions, rights, and prerogatives, written or unwritten, which have not been modified or restricted by an express written provision of this MOU are retained and vested exclusively in the District’s management and may be exercised by management at its sole discretion. Management functions, rights, and prerogatives include the District’s right to determine and effect its mission, programs, objectives, activities, resources, and priorities; establish and administer procedures, rules and regulations, and direct and control the District’s operations; alter, extend, or discontinue operations, including, but not limited to existing equipment, facilities, and location of operations; determine and modify change and furlough the number, qualifications, scheduling, responsibilities and assignment of employees; establish, maintain, change, and enforce standards of

performance, conduct, order and safety; establish, maintain, change, enforce policies and procedures and determine all matters related to employee recruiting, hiring, appointment, retention, promotion, and transfer; evaluate, determine the content of evaluations, and determine the process and criteria by which employees' performance is evaluated; establish and require employees to observe the District's rules, policies and regulations; establish, maintain, change, and enforce employee discipline and dismissal, policies and procedures; establish and modify calendars, including holidays and holiday scheduling; establish, assign, and modify work locations and work hours; and subcontract all or any portion of District operations.

### **ARTICLE 3 — UNION RIGHTS**

- A. Visits by Union Representatives: Accredited representatives of the Union will be granted reasonable access to District facilities and employees for purposes of investigation of grievances and official Union business, provided Union representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with the normal operations of the department.
- B. A designated Union staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given. The Union stewards shall be given similar access during their lunch and rest periods. These visits shall be to observe working conditions or to investigate grievances.
- C. The District agrees that Union-related activities by stewards of the Union shall not affect the promotional opportunities of said employees.
- D. Bulletin Boards: The Union will be allowed to use space designated by the District on existing bulletin boards where available to post notices regarding Union business. Use of the boards shall be limited to the five (5) general types of notices:
  - 1. Listings of names, work location and telephone extensions of Union Officers and Officials
  - 2. Union meetings
  - 3. Union elections

4. Union recreational and social events
  5. Union education notices
- E. The Union will provide Human Resources or designee a copy of any materials to be posted no later than one business day prior to the posting.
  - F. Union members shall designate up to three (3) members as its Union stewards. Union shall notify Human Resources or designee of this designation annually on or before February 1.
  - G. The Union shall also notify the Human Resources Supervisor of any change in Union stewards within fourteen (14) days of the change.
  - H. If the represented employees' elected representative is also elected to the SEIU Local 721 Executive Board, then the District agrees to allow up to one regularly scheduled workday per month of pre-approved vacation for such employees (vacation requests must be made in accordance with MOU guidelines) to attend the SEIU Executive Board meetings.
  - I. Union Release Time. Pursuant to Government Code section 3505.3, the District shall allow the employee stewards a reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:
    1. Formally meeting and conferring with representatives of the District on matters within the scope of representation;
    2. Testifying or appearing as the designated representative of Union in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the District or by the District against the Union; and
    3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.
  - J. Union Representative Leave of Absence. Pursuant to Government Code section 3558.8, the District shall grant to employee stewards, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to

serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which the Union is affiliated.

1. The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the District's certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The District reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
4. Compensation – Compensation for release time shall not exceed the employee stewards' standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the District as an employer. The employee shall earn full-service credit during the leave of absence and shall pay their member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of the Union under applicable laws or this MOU.
5. Written Notice – Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three consecutive days or less, the Union shall submit a written request to the employee steward's Department Head at least seven (7) days in advance of the requested

leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.

6. Approval or Denial of Leave – A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of District services and operations. If leave is denied, the Department Head shall provide the Union with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the District, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.
7. Reporting – The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the District to ensure that the time reporting is accurate and that the employee is performing the duties of a steward or officer or representative of the Union during all reported working hours.
8. Indemnification – The District shall not be liable for an act or omission of, or an injury suffered by, an employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the District is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the District.

#### **ARTICLE 4 — TERMS OF AGREEMENT**

- A. This MOU commences at 12:01 am on July 1, 2024, and is effective to and including 12 midnight, June 30, 2027, except as otherwise stated herein.
- B. In the event either the District or Union desires to meet and confer in good faith on amendments to wages, hours, and other terms and conditions of

employment, either party may serve upon the other during the period from February 1 to February 28 of 2027 its written request to commence meet-and-confer sessions for a successor MOU.

- C. Any and all economic enhancements in this MOU beginning Fiscal Year 2024/2025 will be effective the first full pay-period following the final MOU ratification by the Union and approved by the District Board.

#### **ARTICLE 5 — OBLIGATION TO SUPPORT MOU**

The negotiators for the District and Union agree that both have the obligation to support this MOU before their own constituents, and neither will advocate any amendment, addition or deletion to the terms and conditions contained herein during such ratification and adoption of this MOU. It is further understood that this Article shall not preclude the parties from appearing before the Pleasant Valley Recreation and Park District Board of Directors to advocate or urge the approval of this MOU in its entirety.

#### **ARTICLE 6 — MEET-AND-CONFERENCE SESSIONS**

- A. Union may designate not more than four (4) District Union members to serve as members of Union's meet-and-confer team. No more than three meet-and-confer team members shall be present at any meet-and-confer session, with the fourth member serving as an alternate. A reasonable effort will be made to allow Union employees to have their work hours and/or duty days adjusted so that they will be on active duty during negotiations. No employee shall receive overtime for time spent negotiating if it is not possible to adjust their work schedule. Participation in negotiations does not release any employee from the responsibilities of their full-time employment requiring immediate attention or action.
- B. The above provisions of this Article shall be subject to (1) the operational requirements of the District, and (2) the requirements that the Union member who wishes to be excused from their official duties hereunder requests such from their immediate supervisor no less than two working days in advance, except that this requirement may be waived with the express approval of the employee's immediate supervisor in the case of an unforeseeable emergency meeting.

- C. It is understood by the District and Union that amendments to the existing MOU presented for meet-and-confer sessions shall be accompanied by a statement signed by a Union representative and meet-and-confer team members declaring that the proposed amendments have been accepted in principle by a majority of the membership of the Union for the purpose of meet-and-confer sessions with the District.
- D. No less than 120 days prior to the expiration of this MOU, the Union shall notify the District of the three employee-members of the committee. So that the Union can better prepare to timely commence bargaining over the terms of a successor MOU, between 120 and 60 days prior to expiration of this MOU, the District shall release the three designated committee members from active employment for six total hours on days to be determined by Union. Each employee who on any such day would have otherwise been actively engaged on the job shall be paid straight-time hours as if they were, in fact, actively on the job.

#### **ARTICLE 7 — GRIEVANCES AND REPRESENTATION**

- A. Grievance: A “grievance” shall mean a written allegation by an employee(s) or Union concerning dispute arising out of the interpretation or application of the specific terms of this MOU and/or written employment policy, rules and regulations which affect conditions of employment. District actions subject to the disciplinary appeals process set forth in Article 14 shall not be considered a “grievance”, nor subject to this grievance procedure. Disciplinary Actions against “for cause” represented employees shall not be considered a “grievance”, nor subject to this grievance procedure. An authorized Union representative may file a “grievance” on behalf of all employees to avoid a multiplicity of grievances over the same dispute.
- B. The District recognizes that employees may have complaints, suggestions, or questions about their job, working conditions, or treatment at work. Good-faith complaints, questions, and suggestions are helpful to the District. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy.



- C. The District agrees that, during the term of this MOU, it shall recognize Union representatives in the handling of grievances arising on the job when so informed in writing by the grieving employee.
- D. Union shall notify the District of the name of the Union staff member to represent the employee prior to any hearing on the grievances; such written notification shall cite the applicable MOU provision, include the basis for the grievance and state the requested remedy. Receipt of notification shall be acknowledged by the District.
- E. A grievance shall not be valid unless it is submitted to the District's designee, in writing, setting forth the facts and the specific provisions of the MOU allegedly violated and the particular relief sought within ten (10) business days after the date the grievant knew or in the exercise of reasonable diligence, should have known, of the event giving rise to the grievance occurred. Failure to file or process any grievance within the prescribed time limitation will bar grievance.
- F. If the grievance is not satisfactorily resolved in the second step, at the employee's request, it shall be submitted to advisory mediation with the California State Mediation & Conciliation Service within ten (10) business days after the Department Manager's answer is received, or as soon as a mediator is available. Advisory mediation will involve the employee and their representatives and the Department Manager and *any* staff deemed appropriate. The mediation meeting will be scheduled by Human Resources. If the grievance is not satisfactorily resolved during this process, within thirty (30) calendar days after the mediation session, the employee may have the grievance, including the mediator's analysis and recommendation, submitted to the General Manager. The General Manager shall have the final decision; however, if it were to involve the General Manager they would delegate the decision to the non-involved Department Manager. If all parties were involved, the General Manager could use an outside consultant determined by the District.

## **ARTICLE 8 — USE OF AGENCY FACILITIES**

The District interposes no objection to Union's use of District buildings and facilities to conduct meetings of the Union, providing the meeting space is

arranged for in accordance with existing policies, procedures and such space is available.

#### **ARTICLE 9 — MODIFICATION, WAIVER, AND RE-OPENERS**

- A. District regulations, rules, or policies issued during the life of this MOU shall be reviewed by the District and Union at the request of the Union to determine their effect on the understandings outlined herein.
- B. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms or provisions.
- C. In the event of a violation of any part of this MOU, failure to object to the violation within sixty (60) days shall constitute a waiver of the provision with respect to the specific violation but shall not waive or bar future enforcement of all provisions.
- D. Any modification of any of the terms or provisions contained herein shall be binding when agreed to in writing by both parties and approved and implemented by the Pleasant Valley Recreation and Park District Board of Directors and Union.
- E. Changes to items affecting wages, hours, or terms and conditions of employment shall be provided to Union in advance of implementation, except that changes implemented on an emergency basis will be conveyed to Union with least practicable delay. The District shall meet and confer on such changes if so, requested by Union with notification to be given to the District within seven (7) days of receipt of the change by Union.
- F. The District and Union agree to meet and confer during the term of this MOU regarding the following:
  - 1. Personnel Policy Manual
  - 2. Technology Use

#### **ARTICLE 10 — AVAILABILITY OF PUBLISHED DATA**

The District will make available to Union, and Union to the District, such information pertaining to employer-employee relations as is contained in the records of the respective organizations, subject to the limitations and conditions

set forth in the applicable Government Code Sections. To facilitate negotiations, Union and the District shall provide and exchange the published data it regularly has available concerning subjects under negotiation, including data gathered concerning salaries and other terms and conditions of employment provided by comparable public and private agencies, provided that when such data is gathered on the promise to keep its source confidential, the source shall not be revealed.

#### **ARTICLE 11 — EMPLOYEE PERSONNEL ACTIONS**

- A. No written material considered to be derogatory or relating to performance, salary or a disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that they have read such material by affixing a signature on the material to be filed with the understanding that although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the personnel file with an appropriate notation by the employee's supervisor or other District representative.
- B. The District shall, in writing and within five (5) working days of an employment status change, notify the affected employee of any resultant change in their compensation and/or benefits.
- C. By appointment, an employee may review their personnel file by contacting the General Manager for a time and date within five (5) working days of the request.

#### **ARTICLE 12 — UNION DUES, DEDUCTIONS, COPE, INDEMNIFICATION AND NEW EMPLOYEE ORIENTATION**

- A. Membership within and/or payment of any dues or fees to the Union shall not be a condition of employment with the District. No individual employee

shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Union.

- B. The Union has requested in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union, from the wages, and salaries of members of Union. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization. Remittance of the aggregate amount of all such monies shall be made by the District to Union at the conclusion of each pay period in which said dues were deducted. Any changes in union dues must be given to the District a minimum of one pay period prior to the change to accommodate changes to payroll.
1. Each pay period, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within five (5) business days of each payday.
  2. Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.
  3. The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel

format to dues@seiu721.org within five (5) business days of each payday.

C. Committee on Political Education (COPE)

1. Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the above dues deduction process.
2. Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.
3. Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the District by the next full pay period cycle.

D. The District agrees, pursuant to AB 119, to provide Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide Union with employee identification number, name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every one-hundred twenty (120) days. Notwithstanding the foregoing and in compliance with statutory duties, the District will not provide Union with home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request for non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide Union with a copy of that request.

F. New Employee Orientation. The District shall provide the Union written notice of new employee orientations [no matter how few participants, and whether in person or online] at least (10) business days, or as soon as

reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted to one (1) steward to participate in the Union's presentation of the new employee orientations. "New hires" shall be defined to include any employee new to the Union, including, but not limited to, through accretion or promotion/demotion. If the Union's designated representative(s) is unable to attend the new employee orientation, the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the Union representative responsible for follow-up with the new hire.

- G. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any natures which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed with the Union and shall not be subject to the District's grievance procedure.

### **ARTICLE 13 — DISCIPLINARY ACTION AND APPEAL**

- A. Union represents both at-will employees and employees who may only be disciplined "for just cause." At-will employees have no property right or interest in their employment with the District and may be disciplined with or without notice and with or without just cause and shall have no rights of disciplinary appeal.
- B. All represented District employees may only be disciplined for just cause and deemed to be in the District's "civil service," except for the following expressly listed part-time, seasonal, and/or restricted current classifications:
  - 1. Landscape Custodian;
  - 2. Park Ranger;
  - 3. Garage Technician

4. Senior Ranger
5. Office Assistant.

In the event that any of the foregoing classifications becomes a full-time position, then employees in such classification(s) may only be disciplined for just cause and are deemed to be in the District's "civil service."

C. Conduct that may warrant disciplinary action is described in the District's Personnel Policy Manual. Disciplinary actions shall generally follow the progression described below depending on the nature and/or seriousness of the underlying employee conduct:

1. Counseling Session;
2. Verbal Warning;
3. Written Warning;
4. Reduction in pay;
5. Suspension without pay;
6. Demotion; and
7. Termination of employment.

D. Written notice of proposed or final disciplinary action shall be served by a District Manager on the employee either by personal service or by certified U.S. Mail, addressed to the employee at his or her last known address. Any notice of proposed discipline shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) on which the action is based, and the degree of discipline being proposed. Any notice of final disciplinary action shall include a statement as to the results of any pre-disciplinary response and a determination of the final disciplinary action to be imposed. Service of any notice described herein shall be deemed complete on the day the employee is personally served, or if service is by certified mail, two (2) business days after the notice is deposited in the U.S. Mail. Written notice

of proposed or final disciplinary action is not necessary for counseling sessions, oral warnings, or written warnings. Counseling sessions, oral warnings, or written warnings are subject to the grievance procedure set forth in Article 7 and shall have no right of pre-disciplinary meeting or disciplinary appeal.

- E. At the time written notice of proposed disciplinary action is served on the employee, the employee shall be supplied with a copy of the documents and materials upon which the proposed disciplinary action is based. Absent extenuating circumstances, the employee shall have fourteen (14) calendar days to review the documents and materials and provide a written response thereto. Within this time period, the employee may notify the District that they request to take part in a pre-disciplinary response meeting. Once this request is received, the District shall schedule a pre-disciplinary response meeting within a reasonable time. At this pre-disciplinary response meeting, the employee will be given the opportunity to present all materials or arguments in rebuttal to the proposed disciplinary action. However, this meeting is not an evidentiary hearing and the right to call or cross-examine witnesses or demand or subpoena documents is not permitted. Following the pre-disciplinary meeting or receipt of a timely written response, the District shall either serve a written notice of final disciplinary action upon the employee or notify the employee in writing that it is rescinding the disciplinary action. An employee may be accompanied by Union representation at all stages of the disciplinary process, including the appeal process described herein, but must attend each stage of the process in person or electronically via video conference. Otherwise, the employee shall be deemed to have waived their rights relative to that particular step in the disciplinary process, including any appeal.
- F. An employee in the civil service who believes they have been subject to a disciplinary reduction in pay, suspension, demotion, or termination shall have the right to appeal the imposition of that disciplinary action to the General Manager as set forth below:
  - 1. When an employee or the employee's Union representative



requests a disciplinary appeal hearing, the request shall be in writing, signed by the employee, and provided to the General Manager within fourteen (14) working days after notice of final disciplinary action has been served upon the employee as provided in Section E above. Any such request shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. If the employee fails to request a disciplinary appeal hearing within the prescribed time, then the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

2. Unless requested to be open to public by the employee, all disciplinary appeal hearings shall be conducted in private.
3. The General Manager shall schedule any disciplinary appeal hearing within a reasonable time after receipt of the employee's written request for appeal, considering the availability of the General Manager, the convenience of the employee, and the availability of witnesses, if any.
4. The employee shall appear in person at the disciplinary appeal hearing and may be represented by Union, legal counsel, or a representative of their choice. If the employee fails to appear at the disciplinary appeal hearing, then the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.
5. The District shall have the burden of proof at the disciplinary appeal hearing and shall be required to prove the charges against

the employee by a preponderance of the evidence. The District shall present its case first, followed by the employee's case, and with the District having a rebuttal opportunity.

6. The General Manager does not need to conduct the hearing according to the technical rules of evidence but may use them as a guide. Further, the General Manager can allow hearsay only when used to corroborate direct evidence. The conduct of the disciplinary appeal hearing shall be under the control of the General Manager with due regard for the rights and privileges of both parties.
7. The District and the employee shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.
8. The General Manager shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents. During the examination of a witness, the General Manager may exclude from the hearing, any and all witnesses.
9. Disciplinary hearings shall be recorded at District expense with a copy of the recording or transcript made available to the employee at no expense.
10. Within forty-five (45) calendar days after the disciplinary appeal hearing, the General Manager shall issue a binding final administrative decision containing findings of fact and conclusions of law.
11. The District shall utilize a neutral, third-party as the Hearing Officer for appeals of terminations and for appeals where the General Manager may not reasonably be considered an impartial and noninvolved reviewer of the underlying disciplinary action. The same rules stated above in Paragraph F, subdivisions 1-10, that apply to the General Manager conducting the hearing shall apply

to the third-party Hearing Officer. The parties shall select such neutral Hearing Officer by each providing the names of at least five (5) potential Hearing Officers to the other party within fifteen (15) calendar days of the filing of the appeal. If the parties are unable to mutually agree upon a Hearing Officer within thirty (30) calendar days of the filing of the appeal, then the parties shall retain Administrative Law Judge (ALJ) services through the Office of Administrative Hearings (OAH). The District and the Union shall share the costs of using the ALJ and OAH equally, with each side paying their share as and when required by the neutral, third-party or the OAH. If either party wishes to have a court reporter document the proceedings, then that party shall bear the cost of such court reporter. In the event that both parties wish to have a court reporter document the proceedings, then the parties shall split the cost of such court reporter. Absent alternative agreement between the parties, each party shall bear the costs of any transcript(s), if requested.

12. The parties may mutually agree to extend any of the timelines set forth in the foregoing paragraphs of this subdivision.

13. Per CCP section 1094.5, et seq., within ninety (90) calendar days of receipt of the General Manager's or hearing officer's final administrative decision, either party may challenge the final administrative decision via writ of administrative mandamus.

#### **ARTICLE 14 — TRANSFER OF FUNCTION**

The District agrees that in the event a District function is transferred to another governmental agency, the District will in good faith effort discuss with the transferring agency to place the terminated employees with the recipient agency and obtain benefits equal to those afforded them by the District.

#### **ARTICLE 15— POLICIES REGARDING EMPLOYMENT**

The District will provide Union with complete copies of all policies, procedures,

handbooks, employee manuals, and other official documents that pertain to wages, hours, and working conditions. The District agrees to meet-and-confer regarding any changes to wages, terms or conditions as required by the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.).

#### **ARTICLE 16 — WAGE COMPENSATION PLAN**

- A. Employee wage compensation shall be based on financial conditions of the District. The District and Union will give due consideration to economic and other appropriate indicators presented in the meet-and-confer sessions concerning employee compensation.
- B. The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay a shift differential of five percent (5%) for hours worked between 8:00 pm and 6:00 am.
- C. Effective the first full pay period commencing on or after July 1, 2024, Full-Time/Part-Time Year-Round Employee wage compensation shall be increased by 5%, effective the first full pay period after this MOU has been ratified by the Union and approved by the District's Board.
- D. Full-Time/Part-Time Year-Round Employee wage compensation shall be increased by 3% effective the first pay period commencing on or after July 1, 2025.
- E. Full-Time/Part-Time Year-Round Employee wage compensation shall be increased by 4% effective the first pay period commencing on or after July 1, 2026.

#### **ARTICLE 17 — WORKING HOURS FOR FULL TIME EMPLOYEES**

- A. This Article is intended to define the normal hours of work and work schedules and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. The District has the right to implement any of the negotiated work schedules to meet the needs of the organization and the individual department. Prior to implementation, the District shall meet and confer with the Union on the impacts to specific employees.

1. Regardless of assigned schedule, full-time employees shall be assigned to work a sufficient number of workdays and/or be credited with holidays, vacation, sick, and compensation leaves under Federal and State laws, to normally equal a total of two hundred sixty (260) workdays of either (8) hour periods per calendar year or two thousand eighty (2,080) hours.
  2. The normal workday shall be eight (8) consecutive hours of work, exclusive of an unpaid lunch period in a consecutive twenty-four (24) hour period.
  3. The normal work week shall be five (5) consecutive workdays and two (2) days of rest in a seven (7) consecutive day period.
  4. When shift changes occur, there shall be a minimum of eight (8) hours between shifts.
  5. When work schedules are regularly and routinely used and there will be a permanent schedule change the schedules shall be posted at least fourteen (14) calendar days prior to the effective date.
  6. When a Department Manager finds it necessary to make modifications or changes to a regular work schedule on a temporary basis; the Manager shall notify the affected employee(s) indicating the proposed change with seven (7) calendar day's prior notice. In the case the needs of the District arise a schedule can be changed not to exceed one (1) work shift.
  7. A schedule may be established that contains nine (9) hour workdays with an hour or half-hour unpaid lunch period, providing the employee receives overtime compensation or compensatory time off for hours worked in excess of regularly scheduled work week.
- B. The foregoing provisions may be modified based upon changes in the Fair Labor Standards as issued by the State and Federal government.
- C. Nothing herein shall be construed to affect in any manner whatsoever irregular workday or work week assignments required for the maintenance of necessary operations.

## **ARTICLE 18 — PERFORMANCE AND PROBATIONARY EVALUATIONS**

- A. All original and promotional appointments to positions in the District's Civil Service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge.
1. Initial Probation: It is understood that the probationary period will normally last for one (1) year from the date of appointment but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand six hundred eighty (1,680) hours.
  2. Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for six (6) months from the date of probation, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand and forty hours (1,040).
  3. An employee released during, or at the conclusion of, probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.
  4. During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished the probationer.
- B. The performance of each employee shall be formally evaluated quarterly during the probationary period and at least fifteen (15) days before the end of the probationary period. Thereafter, reviews shall be conducted annually.
- C. Employees, whose job performance warrants, may be reviewed at any time. Those who receive "improvement needed" and/or "unsatisfactory"

ratings shall be given interim reviews until the deficiency is corrected or other appropriate action taken.

- D. When it is known that a supervisor will be terminating employment or will be reassigned, each employee under his/her direct supervision who has not received a performance evaluation within ninety days may, at the District's discretion, receive another evaluation.

## **ARTICLE 19 — PROMOTION BETWEEN CLASSIFICATIONS**

A. Promotion between Grounds I and Grounds II will be dependent upon:

1. Availability of a vacant Grounds II position
2. Ability to possess at least three (3) licenses/certifications, in which one certificate pertains to supervision/leadership skills, or a minimum of six (6) hours of human resources related classes, with the remaining two certificates in technical skills including but not limited to the following (all other certificates or training must be pre-approved by the Parks Services Manager prior to enrolling in the course);
  - a. California Department of Pesticide Regulation Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL)
  - b. Certified Playground Safety Inspector (CPSI)
  - c. Backflow Prevention Assembly Tester (BPAT)
  - d. Class A License
    - i. The U.S. Department of Transportation requires employees with a Class A license to participate and pass random drug testing; this will be a condition of employment.
  - e. Aquatic Facility Operator (AFO) or Certified Pool or Spa Operator (CPO)
  - f. Certification by International Society of Arboriculture as a Tree Worker or Arborist (ISA)
  - g. Irrigation Certification through the Irrigation Association,

California Landscape Contractors Association or from an accredited college or university course or program.

- i. Certified Irrigation Technician (CIT)
  - ii. Certified Landscape Irrigation Auditor (CLIA)
  - iii. CLCA Water Management Certification
- h. Horticulture Certification from National Association of Landscape Professionals (NALP), California Landscape Contractors Association (CLCA) or an accredited college or university course or program.
- i. Small Engine repair
  - j. Heating Ventilation and Air Conditioning Maintenance (Specialized training)
3. A practical test will be administered if the criteria of items 1 and 2 are met.

B. Promotion to Park Maintenance Lead Worker will be dependent upon:

1. Availability of vacant Park Maintenance Lead Worker position;
2. Must be in possession of at least four (4) certifications in which one certificate pertains to supervision/leadership skills, or twelve (12) hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicants choice of licenses/certifications.

C. Employees hired, not promoted, into classification of Grounds Facilities II or Park Maintenance Lead Worker will have one (1) year to obtain the required certificates.

## **ARTICLE 20 — OVERTIME AND COMPENSATORY TIME**

A. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments. All compensable overtime must be performed at the direction of the



department director or their authorized representative. Overtime hours may not be accrued without such approval.

- B. The District provides compensation for all overtime hours worked by non-exempt full-time employees in accordance with federal law as follows:
  - 1. Any hours worked in excess of regularly scheduled full time hours in one workweek will be treated as overtime. A workday begins at 12:01 am and ends at midnight twenty-four (24) hours later. The workweek begins Saturday at 12:01 am and ends Friday at 11:59 pm.
  - 2. Employees shall be paid at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess regularly scheduled hours. Overtime hours shall be computed to the nearest quarter (1/4) hour.
- C. Sick time, holiday, and vacation hours paid, but not worked, are not included in calculating overtime. Only actual hours worked in a given workday or workweek, and not hours scheduled, will apply in calculating overtime.
- D. A non-exempt full-time employee who performs authorized work in excess of regularly scheduled hours in their scheduled work week shall be compensated at the rate of one-and-one half times their regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.
- E. At the option of the full-time employee, hours worked beyond the forty (40) or the normal number of hours scheduled in a work week may be designated as flextime hours and taken off in equivalent hours at some time during that work week only with the supervisor's approval. Such time off shall be considered an excused absence and reported on employee time sheets as flextime taken.
- F. At the option of the full-time employee, hours worked beyond their normally scheduled hours in a work week may be designated as compensatory time off in lieu of monetary overtime compensation. The compensatory time is earned at the rate of one-and-one-half hours for each hour of overtime worked and may be accrued to a maximum of eighty (80) hours. Employees will be paid for accrued compensatory time not taken prior to termination.

- G. An employee may be required to be on call, if a volunteer is unavailable, Friday, Saturday, Sunday and/or District observed holidays. Any employee scheduled to be on call will be compensated at the rate of \$50.00 per day. On Call days shall be limited to Friday, Saturday, Sunday and District observed holidays. Employees who are on call and are called in to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance. On call employees must be able to report to work site within forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.

The District may assign an employee to an on-call shift when there are no volunteers available.

- H. Weekend work, if not normally scheduled, may be compensated at the rate of one-and-one half times the regular rate, and may be designated as flextime or compensatory time for full-time employees and employees not on call.
- I. Employees directed to attend a position-related training program conducted during non-working hours shall be entitled to equal time off preferably on the same day or the day preceding or following each training session when business needs allow.

## **ARTICLE 21 — SAFETY**

- A. Employees shall be responsible for adherence to all published safety rules and regulations and for reporting to District supervisory personnel conditions deemed to be hazardous. Safety training, as necessary shall be scheduled and conducted by qualified personnel.
  - 1. CPR and First Aid Certification required no later than three (3) months after employment and must remain current throughout employment.
- B. Employees shall not lose pay or be otherwise penalized for refusing to work after reporting hazardous conditions that are in violation of District or State safety rules or regulations and the hazardous condition has been substantiated by appropriate authority.
- C. Employees as well as the employer need to manage and provide for a safe workplace. All parties need to be vigilant in inspecting the workplace as well

as following safety protocols.

## **ARTICLE 22 — WORK CLOTHING**

- A. Employees covered by this MOU who are provided work clothing per the employee manual shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.
1. District will provide the following for full time employees:
    - a. 5 t-shirts/polo shirts per fiscal year
    - b. 1 hat per year
    - c. Sweatshirt or Jacket every other year
  2. Full-time employees will receive reimbursement for the purchase of the following items on a fiscal year basis; provided, they turn in receipts within 30 days. All reimbursements must be completed by December 31<sup>st</sup> of each fiscal year. In cases of hardship, employees must request an exemption through Human Resources, but purchases of safety items must be made no later than March 1<sup>st</sup> of the respective fiscal year.
    - a. Denim Blue Jeans – not to exceed at total of \$200.00
    - b. Steel or Safety toed work boots not to exceed \$250.00. Safety-toed shoes must meet the American National Standard Institute (ANSI) standards.
  3. Part-time Year-Round employees will receive two t-shirts and 1 hat per fiscal year.
  4. Lead Park Ranger will be eligible to receive up to \$250 reimbursement each fiscal year; provided they turn in receipts within 30 days.
  5. Part time Park Rangers will be eligible to receive reimbursement upon hire and every other fiscal year worked; provided, they turn in receipts within 30 days.
    - a. Uniform – not to exceed a total of \$250

## **ARTICLE 23 — HOLIDAYS**

A. The District shall recognize the following holidays:

1. New Year's Day — January 1st
2. Martin Luther King Jr. Birthday - Third Monday in January
3. Presidents Day — Third Monday in February
4. Memorial Day — Last Monday in May
5. Independence Day - July 4th
6. Labor Day — First Monday in September
7. Indigenous Peoples' Day – Second Monday in October
8. Veteran's Day — November 11th

9. Thanksgiving Day — Fourth Thursday in November

10. Day after Thanksgiving

11. Christmas Eve Day – December 24th

12. Christmas Day— December 25<sup>th</sup>

- B. A full-time employee who is required to work on a District holiday shall be compensated at the rate of one and one half (1 ½) times for time actually worked.
- C. A full-time employee may choose to bank their holiday or receive 1.5 times their rate of pay for working a holiday but shall not receive both. If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday time must be used within 90 days. Upon termination or retirement, or promotion, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.
- D. Part Time (restricted, seasonal/temporary) employees are not eligible for Holiday pay.

#### **ARTICLE 24 — SICK LEAVE**

- A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue forty (40) hours upon date of hire. Beginning the seventh (7<sup>th</sup>) pay period employees will accrue sick leave at 2.76 hours per pay period.
  - 1. Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.
  - 2. Temporary or Seasonal Employees shall be entitled to paid sick leave. Sick leave for eligible Temporary or Seasonal Employees shall receive

forty (40) hours of sick leave upon date of hire. Beginning their second year of employment the employee will receive an additional forty (40) hours, not to exceed eighty (80) hours.

- B. Charge for Sick Leave: If an employee performs their duties for part of a working day, they shall be credited with those hours worked and charged with sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one quarter (1/4) hour increments.
- C. Proof of Illness: A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more. A Department Head may request a doctor's certificate for absences of less than three (3) consecutive days.
- D. Notice of Sickness: The Department Manager or designee must be notified not later than one (1) hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day.
- E. Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five years of employment shall be compensated at the rate of twenty five percent (25%) and is limited to five hundred (500) hours and employees ten (10) years and over of service will be compensated at a rate of fifty percent (50%) limited to one thousand (1,000) hours. Based upon salary in effect at the time of Termination.
- F. Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the California Public Employees' Retirement Systems (CalPERS).

## **ARTICLE 25 — BEREAVEMENT LEAVE**

1. In the event of a verified death in an employee's family, upon request, the District shall grant a up to five (5) workdays of bereavement leave, as provided below.

2. For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, step- parent and parent of a registered domestic partner.
  1. For full-time employees, bereavement leave will be paid at full pay for up to three (3) workdays and shall not be charged against the employee's accrued vacation or sick leave. If the employee requests to take a cumulative leave of up to five (5) workdays, the District will allow the employee to use any accrued leave for the remaining two (2) workdays.
  2. For part-time year-round employees, bereavement leave will be paid at full pay for up to eighteen (18) hours and shall not be charged against the employee's accrued vacation or sick leave. If the employee requests to take a cumulative leave of up to five (5) workdays, the District will allow the employee to use up to two (2) days of their any accrued sick leave for the remaining balance of the cumulative 5 workdays
  3. For all other employees, up to a cumulative total of five (5) workdays of unpaid bereavement leave will be provided.
  4. If the employee requests to take a cumulative leave of longer than five (5) consecutive workdays, the District may allow the use of any accrued vacation or compensatory time or leave without pay.
  5. The bereavement leave must be completed within three (3) months of the date of death of the employee's family member.
3. An employee desiring to attend a funeral of others than described above may be given the time off, provided they so notified their Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, they shall take the time off against vacation, sick, or compensatory annual leave.
4. The District may require, within 30 days of the first day of the leave, that the employee provide documentation of the death of the family member, such as a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

## ARTICLE 26 — MEDICAL BENEFITS

The District is committed to providing employees with benefits necessary to provide assistance in the event of medical need.

- A. Employees who begin working for the District and submit their insurance application between the first and the 15<sup>th</sup> day of the month may have health insurance coverage beginning on the first of the following month.
- B. Employees who submit their insurance application between the 16<sup>th</sup> and the last of the month may be covered from the first day of the second calendar month.
- C. District and Full-Time Employee Medical Contributions:
  - 1. Starting July 2024, the District will contribute 70% towards the cost of selected health plan. Employees will contribute 30%.
  - 2. Part-time year-round employees are entitled to medical benefits only for the employee and will follow the above guidelines.
- D. District and Full-Time Employee Dental Contributions:
  - 1. January 2025, the District will contribute 70% of total cost of dental plan. Employees will contribute 30%.
- E. District and Full-Time Employee Vision Contribution:
  - 1. July 2024, the District will contribute 70% of total cost of vision plan. Employees will contribute 30%

The District shall continue its contributions for at least twelve weeks (12) for any employee who must be absent from work because of injury, illness, or approved leave, including industrial leave. The District shall continue its contributions up to twelve weeks (12) as long as the employee is using available paid leave time off to cover the absence or to supplement the workers' compensation benefit.

- F. The District complies with the CalPERS Minimum Employer Contribution, California Government Code 22892 of PEMHCA. The District pays a minimum contribution to current employees and District retirees in the current



amount allowed by the Government Code. This rate is subject to change yearly per CalPERS and the Consumer Price Index-Urban.

## **ARTICLE 27 — EDUCATION AND TRAINING**

- A. The District will provide educational assistance to regular full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.
  - 1. To maintain eligibility, an employee must remain on the active payroll and be performing satisfactorily through completion of each course.
  - 2. The course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in the field either directly related to the employee's current duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.
  
- B. Starting effective July 1, 2022, District will replace the prior program and fund up to two (2) employees 100% of their cost for tuition and books for each semester for a maximum of up to two thousand dollars (\$2,000) each per fiscal year.
  - 1. An outline of the courses(s) and written approval from the General Manager prior to registration must be submitted.
  - 2. Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.
  - 3. Receipts for tuition and books must be submitted within thirty (30) days of course completion.
  
- C. Employees must remain with the District for a minimum of one (1) year after the completion date of any course for which Educational Assistance Funds were received. If they leave prior to one (1) year, they will have thirty (30) days from resignation or termination to reimburse the District for all educational financial assistance received.

- D. The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

## **ARTICLE 28— RETIREMENT**

- A. Social Security and Medicare are an important part of every full time and permanent part-time employee's retirement benefit. The District pays a matching contribution to each full-time employee's Social Security and Medicare taxes.
- B. The District also participates in the CalPERS. According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District.
  - 1. For employees with a hire date before March 31, 2011, the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.
    - a. Effective July 1, 2015, the employee's total contribution for classic members was capped at 8% (PEPRA compliance).
  - 2. For employees with a hire after March 31, 2011 through December 31, 2012, or classic CalPERS members (as defined by CalPERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees Retirement Law at Government Code section 21353.
  - 3. For employees with a hire date on or after January 1, 2013 who are new CalPERS members as defined by CalPERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
    - a. Employees hired after January 1, 2013 who are also new PERS members (as defined by CalPERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the

total normal cost per section code 20516.5 of the California Public Employees Retirement Law.

- C. Each year, the District shall report as Tax Deferred Member Contributions that portion of the CalPERS contribution actually being paid by the employee.
- D. The contributions referenced above are based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

#### **ARTICLE 29— MANAGEMENT/EMPLOYEE MEETING**

- A. A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- B. The Union may designate up to four (4) District employees who are Union members as provided in Article 6, Meet and Confer to attend the Labor/Management meetings. No more than three (3) such Union members shall be present at any meeting or session, with the fourth member serving as an alternate.
- C. The Joint Labor/Management Committee shall meet twice each fiscal year or more or less often as determined by the parties.

#### **ARTICLE 30 — PRIVATE VEHICLE MILEAGE ALLOWANCE**

Employees who drive privately owned vehicles on District business shall receive reimbursement at a rate equivalent to the rate allowed by the Internal Revenue Service.

#### **ARTICLE 31 — LIGHT DUTY POLICY**

- A. Light duty is granted only on a temporary basis at the sole discretion of the General Manager and the Department Manager. It will be granted based upon the needs of and benefit to the District, and the ability of the employee to perform the essential functions of a position which is authorized by the

District and is available.

- B. Light duty will be granted for a maximum of twenty-six (26) weeks in any two (2) year period for all injuries, both industrial and non-industrial.

### **ARTICLE 32 — CONTRACTING OUT DISTRICT SERVICES**

- A. The District can contract out work in accordance with law provided that before the District contracts the services of an entire division of District government, it shall meet and confer with Union regarding the effects of said contracting on affected employees; and to take any action necessary to meet conditions of any emergency nature. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, transfer and discipline employees. The District retains the sole and complete discretion to determine the methods, means, and personnel by which District operations are to be contracted. The objective of contracting or subcontracting out shall be to provide the services and/or work at a lesser cost, or to have the work performed that is not within the skill set of District employees or for which the District does not have the proper equipment.
- B. Prior to issuing a Request for Proposals (RFP) or expanding an existing service agreement to contract or subcontract out services which have been previously and regularly performed by employees in this bargaining unit, the District will notify and provide Union, upon request, an opportunity to meet and confer on the impact of contracting out.
- C. Upon request, the District will provide Union with the following information:
  - 1. Information regarding the scope of services to be contracted and proposed organizational changes.
  - 2. A copy of the formal RFP, where one has been prepared.
  - 3. Copies of staff reports to the Board of Directors which contain any analysis of the proposals and any recommendations.
  - 4. Information regarding savings to be achieved by contracting out versus performing the services with District employees.
- D. The District shall not commence an agreement for contracting or subcontracting until the District has complied with the provisions of this Article.

## **ARTICLE 33 — LAYOFF POLICY AND PROCEDURE**

A. The District may lay off a unit member because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced which will minimize the impact on the continued effectiveness of that Division and will meet the necessary reduction in force requirements as determined by the District.

B. Notification:

1. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employees being laid off.
2. All regular District employees to be laid off will be given written notice from Human Resources of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.
3. The written notice shall inform the employee of his/her displacement and priority employment rights.

C. Reduction in Force:

1. Once the classifications to be reduced have been identified, the appointing authority shall determine the employee(s) to be laid off in the following order:
2. Employees in the identified classifications that are temporary part-time employees.
3. Employees in limited-term or temporary full-time positions in reverse order of their classification length of service in the identified classifications.

4. Original probationary employees in reverse order of their classification length of service in the identified classifications.
  5. Regular employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have had a disciplinary action that resulted in a demotion, reduction of pay, or a suspension without pay for one (1) day or more.
  6. Regular employees who on their last performance review received an unsatisfactory job performance evaluation. (Unsatisfactory is defined as two marks on the employee performance evaluation form to the right of the "satisfactory" category for Parks and Administration Department employees.)
  7. Regular employees with the least continuous classification service.
  8. If there are two or more employees to be laid off who have identical length of classification service, the order of layoff shall be by total length of continuous District service. If such District length of service is also identical, layoff shall be by random selection made by the General Manager.
- D. Displacement Rights (Bumping): Whenever bumping rights are described, the employee must meet the minimum requirements for the job, and an employee's rights to bump will be determined by their overall service. In order to exercise bumping rights, a regular status employee must have previously served in a lower classification and must have seniority in that classification over the regular status employee who is being displaced. Conditions which affect displacement rights are as follows:
1. Employees who have been laid off in accordance with the criteria defined in B (4) are not eligible for bumping.
  2. The employee exercising the displacement privilege will displace employees in lower classifications in the same order as specified in paragraphs B (6) to B (7).
  3. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to

Human Resources. If these privileges are not exercised within the specified time period, they are automatically forfeited.

E. Demotions:

1. Upon request of the employee, and with the approval of the appointing authority, an employee who has not held status in a lower classification may be allowed to demote to a vacant authorized position in the same department if they meet all the requirements of the lower position as determined by the appointing authority.
2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.

F. Transfers:

1. The appointing authority may transfer an employee to a vacant position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.
2. Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited their ability to transfer.

G. Employees Demoted as a Result of a Reduction in Force:

1. Employees who are demoted as a result of a reduction in force shall have their names placed on a classification reemployment list, in the order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.

H. Reemployment of Employees Laid Off as a Result of Reduction in Force:

1. Employees who are laid off and who held regular status at the time of layoff shall have their names placed on a Reemployment List for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify

in the order of their classification seniority.

2. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who meet the minimum qualifications for such vacancies and prior to an open or promotional recruitment.
  3. Employees who are laid off and who held regular status at the time of layoff shall also be eligible to compete for positions in classifications at a higher salary range within the same classification series of the position held prior to the layoff.
- I. Duration of Reemployment Lists: The eligibility of the individual on the Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reemployment List.
- J. Restoration of Benefits Upon Reemployment Following a Reduction in Force:
1. Upon reemployment following a reduction in force, an individual will have the following benefits restored:
    - a. Prior sick leave accruals.
    - b. Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.
- K. Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without consideration being given to an employee's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic characteristics or information, marital status, sex, gender, gender identity, gender expression, pregnancy, age, sexual orientation, or veteran or military status of any person.
- L. Continuation of Employee Assistance Plan (EAP). Benefits: Employees who are laid off and who held regular status at the time of layoff shall be kept on the EAP for a period of sixty (60) days beyond their layoff date.

## **ARTICLE 34 — VACATION**



The District supports and encourages the use of vacation to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period; including absence without pay, or termination of employment, Actual accrued vacation.

- A. The maximum vacation accrual shall be three times the employee's annual vacation accrual.

Years of Service	Accrual Rate Per Pay Period	Accrual Hours Per Year	Max Accrual Per Cap
Less than 5 yrs.	3.08	80	240
5 yrs. but less than 11 yrs.	4.62	120	360
11 yrs. but less than 12 yrs.	4.92	128	384
12 yrs. but less than 13 yrs.	5.23	136	408
13 yrs. but less than 14 yrs.	5.54	144	432
14 yrs. but less than 16 yrs.	5.85	152	456
16 yrs. +	6.15	160	480
Part Time Year Round	1.54	40	80

- B. It is the mutual responsibility of the employee and their supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached unless approval for accrual in excess of the employee's maximum has been given by the Department Director and the General Manager.
- C. Request for Vacation: Supervisors shall respond to a written request for vacation within five business days from the date on which the employees

hands their direct supervisor the request. Upon the request of the employee, the supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request. However, the District reserves the right to deny employee vacations if required by business necessity. Vacation schedules should be coordinated a minimum of two weeks in advance and approved by a Supervisor.

## **ARTICLE 35— SUBSTANCE ABUSE IN THE WORKPLACE**

It is the intention of this policy to help eliminate substance abuse and its effects in the workplace. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Involvement with drugs and alcohol, whether on or off the job, can take its toll on job performance and employee safety. Employees must be able to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

The use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability safely and effectively to perform their job. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. The employee's Supervisor, in conjunction with the Administrative Services Department, will then engage in the interactive process with the employee to determine whether any work accommodation may be appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. The District offers an EAP program through their supplemental insurance program, and also through CAPRI, please see Human Resources for current contact information.

Supervisors and managers are trained to recognize symptoms of impairment.

Alcohol or drug abuse is not tolerated, and disciplinary action, up to and including termination, will be imposed as necessary and appropriate to achieve a safe and productive workplace.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees in this regard. The District's goal is to eliminate substance abuse, or any

other conduct or factor, which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. Employees should be aware that violations of the policy may result in discipline, up to and including termination.

### **Prohibition of Drugs and Alcohol**

It is District policy that employees shall not be under the influence of, or use, or possess, alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty. Exceptions can and will be made for over-the-counter medication such as aspirin, ibuprofen, and/or antacid, exceptions may also be made for alcohol sold at District sponsored events.

While use of validly prescribed medications and drugs in conformance with prescribed directions may not necessarily violate this policy, employees must notify their Supervisor, before beginning work, when they are taking medications or drugs which could possibly interfere with the safe and effective performance of duties, or the operation of District equipment. In the event there is a question regarding an employee's ability safely and effectively to perform assigned duties while using such medications or drugs, medical clearance may be required.

The District reserves the right to search its premises and property, including its parking lots, and to search any personal property brought onto District premises.

Employees are expected to submit to an alcohol and/or drug test when requested by District management.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be safely transported from the work site.

### **Definitions**

For purposes of this Policy, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) in a manner other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of their duties, including, but not limited to: alcohol, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, certain prescription drugs and medications, etc.

## **Employee Responsibilities**

An employee must:

1. not report to work or be subject to duty while their ability to perform job duties safely and effectively is impaired for any reason, including due to on- or off-duty alcohol or drug use; not possess or use alcohol or impairing drugs during working hours or while on standby duty, or at any time while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
3. submit immediately to an alcohol and drug test when requested by a District supervisor or manager, and approved by the General Manager or designated representative; and
4. notify their Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment.

## **Management Responsibilities and Guidelines**

Managers and Supervisors (for this section, collectively referred to as “Supervisor”) are responsible for reasonable enforcement of this policy.

Supervisors may request that an employee submit to a drug and/or alcohol test when a Supervisor has a reasonable suspicion that an employee is intoxicated or otherwise under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a

reasonably prudent and trained Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired.

For example, any of the following, alone or in combination, may support a determination of reasonable suspicion:

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- Physical or verbal altercation;
- Violent, threatening, or erratic behavior;
- Possession of alcohol or drugs;

Any Supervisor requesting an employee to submit to a reasonable suspicion drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. Any reasonable suspicion determination should be made in consultation with HR.

### **Testing Procedure**

The drug and/or alcohol test may test for any substance which could impair an employee's ability effectively and safely to perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids, but not for non-psychoactive cannabis metabolites.

Testing requested by the District shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA). Analysis is performed using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result.

### **Results of Drug and/or Alcohol Test**

A positive result from a drug and/or alcohol test may result in disciplinary action, up to and including termination.

## **Confidentiality**

Confidential medical information related to this policy, including reports and test results, is maintained in a separate confidential medical file that will be securely kept under the control of the Administrative Services Department. Any such information is disclosed only to District management on a need-to-know basis, or otherwise in accordance with law.

## **ARTICLE 36— PAID TIME OFF DONATIONS POLICY**

- A. Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.
- B. Such donations of paid time off may be permitted under the following conditions:
  - 1. The Department Head must approve, in advance, the donation.
  - 2. Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.
  - 3. Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
  - 4. Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
  - 5. An employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.
- C. Donations are entirely voluntary, and time is to be donated in whole hour increments.
- D. The donated hours will be converted to a dollar equivalent and the employee

will receive it at his/her rate of pay.

- E. To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member.
- F. Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.
- G. Tax implications may apply to donation of leave. Employees are encouraged to speak with their tax advisor for additional information.

### **ARTICLE 37 – BILINGUAL PAY**

- A. The District will commit to a six (6) month study to determine the need and the validity of establishing bilingual pay. The study will include, but is not limited to, weekly reports from staff regarding the use of their bilingual skills. Once the study has concluded District will reopen Article 37 to discuss the findings.

### **ARTICLE 38 – CELL PHONE ALLOWANCE**


Full-time employees whose job duties include the requirement and frequent need for a cell phone will receive extra compensation, in the form of a cell phone allowance, to cover business-related costs.

- A. \$20.00 per pay period will be given to staff members who may be away from their desks or not provided a landline for extended business hours.
- B. \$21.00 per pay period will be given to employees in a lead worker capacity.


**PLEASANT VALLEY RECREATION AND  
PARK DISTRICT**

  
Mary Otten (Jun 27, 2024 11:52 PDT)

Mary Otten, General Manager

  
Kathryn Drewry (Jun 27, 2024 11:48 PDT)

Kathryn Drewry, Human Resources Specialist

  
Justin Kiraly (Jun 27, 2024 11:51 PDT)

Justin Kiraly, Administrative Services  
Manager

  
Colin Tanner (Jun 27, 2024 11:45 PDT)

Colin Tanner, Special Counsel/Labor  
Negotiator

**SEIU LOCAL 721-PVRPD EMPLOYEES**

  
Aram Agdaian (Jun 26, 2024 16:00 PDT)

Aram Agdaian, SEIU Negotiator

  
Revi Levi (Jun 26, 2024 16:21 PDT)

Revi Levi, Work Site Organizer

  
Jesse Gomez (Jun 26, 2024 17:42 PDT)

Jesse Gomez, SEIU Bargaining Team

  
Matt Hernandez (Jun 27, 2024 09:17 PDT)

Matt Hernandez, SEIU Bargaining Team

  
Joey Key (Jun 27, 2024 10:04 PDT)

Joey Key, SEIU Bargaining Team

Signed and dated  
this day of \_\_\_\_\_

Approved by the PVRPD Board of  
Directors on \_\_\_\_\_

Ratified by the SEIU Local 721–PVRPD  
Employees on \_\_\_\_\_



## **APPENDIX A**

Employees covered by the terms of this MOU include full-time and part-time-year-round employees occupying the following classifications:

### **FULL TIME/PART-TIME YEAR-ROUND**

1. Customer Service Representative
2. Customer Service Representative – Lead Worker
3. Grounds/Facilities I/II
4. Irrigation Specialist
5. Mechanic
6. Park Maintenance Lead Worker
7. Lead Park Ranger

### **PART TIME RESTRICTED/SEASONAL/TEMPORARY**

1. Park Ranger
2. Landscape Custodian
3. Office Assistant
4. Garage Technician
5. Senior Park Ranger

**APPENDIX B**

Upon union ratification/board approval salary schedule full-time/part-time year-round

FY 2024 SALARY SCHEDULE FULL-TIME/PART-TIME YEAR-ROUND

FY 2025 SALARY SCHEDULE FULL-TIME/PART-TIME YEAR-ROUND  
 FY 2026 SALARY SCHEDULE FULL-TIME/PART-TIME YEAR-ROUND



**CLASSIFICATIONS AND SALARY RANGES**

Effective July 13, 2024

5% COLA

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,757.60	\$ 2,021.24	\$ 2,284.88
F102	\$ 1,933.36	\$ 2,223.36	\$ 2,513.37
F103	\$ 2,126.70	\$ 2,445.70	\$ 2,764.71
F104	\$ 2,339.37	\$ 2,690.27	\$ 3,041.18
F105	\$ 2,573.30	\$ 2,959.30	\$ 3,345.29
F106	\$ 2,830.63	\$ 3,255.23	\$ 3,679.82
F107	\$ 3,113.70	\$ 3,580.75	\$ 4,047.80
F108	\$ 3,425.07	\$ 3,938.82	\$ 4,452.58
F109	\$ 3,767.57	\$ 4,332.71	\$ 4,897.84
F110	\$ 4,144.33	\$ 4,765.98	\$ 5,387.63
F111	\$ 4,558.76	\$ 5,242.58	\$ 5,926.39
F112	\$ 5,014.64	\$ 5,766.83	\$ 6,519.03
F113	\$ 5,516.10	\$ 6,343.52	\$ 7,170.93
F114	\$ 6,067.71	\$ 6,977.87	\$ 7,888.03

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 21.97	\$ 25.27	\$ 28.56
F102	\$ 24.17	\$ 27.79	\$ 31.42
F103	\$ 26.58	\$ 30.57	\$ 34.56
F104	\$ 29.24	\$ 33.63	\$ 38.01
F105	\$ 32.17	\$ 36.99	\$ 41.82
F106	\$ 35.38	\$ 40.69	\$ 46.00
F107	\$ 38.92	\$ 44.76	\$ 50.60
F108	\$ 42.81	\$ 49.24	\$ 55.66
F109	\$ 47.09	\$ 54.16	\$ 61.22
F110	\$ 51.80	\$ 59.57	\$ 67.35
F111	\$ 56.98	\$ 65.53	\$ 74.08
F112	\$ 62.68	\$ 72.09	\$ 81.49
F113	\$ 68.95	\$ 79.29	\$ 89.64
F114	\$ 75.85	\$ 87.22	\$ 98.60

Grade	Title
F101	Customer Service Representative I
F102	Customer Service Representative II
	Grounds Facilities I
F103	Customer Service Representative Lead Worker
	Grounds Facilities II
F105	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker



## CLASSIFICATIONS AND SALARY RANGES

*Effective July 12, 2025*

3% COLA

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,810.40	\$ 2,081.96	\$ 2,353.52
F102	\$ 1,991.44	\$ 2,290.16	\$ 2,588.87
F103	\$ 2,190.58	\$ 2,519.17	\$ 2,847.76
F104	\$ 2,409.64	\$ 2,771.09	\$ 3,132.54
F105	\$ 2,650.61	\$ 3,048.20	\$ 3,445.79
F106	\$ 2,915.67	\$ 3,353.02	\$ 3,790.37
F107	\$ 3,207.23	\$ 3,688.32	\$ 4,169.41
F108	\$ 3,527.96	\$ 4,057.15	\$ 4,586.35
F109	\$ 3,880.75	\$ 4,462.87	\$ 5,044.98
F110	\$ 4,268.83	\$ 4,909.15	\$ 5,549.48
F111	\$ 4,695.71	\$ 5,400.07	\$ 6,104.43
F112	\$ 5,165.28	\$ 5,940.08	\$ 6,714.87
F113	\$ 5,681.81	\$ 6,534.08	\$ 7,386.36
F114	\$ 6,249.99	\$ 7,187.49	\$ 8,124.99

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 22.63	\$ 26.02	\$ 29.42
F102	\$ 24.89	\$ 28.63	\$ 32.36
F103	\$ 27.38	\$ 31.49	\$ 35.60
F104	\$ 30.12	\$ 34.64	\$ 39.16
F105	\$ 33.13	\$ 38.10	\$ 43.07
F106	\$ 36.45	\$ 41.91	\$ 47.38
F107	\$ 40.09	\$ 46.10	\$ 52.12
F108	\$ 44.10	\$ 50.71	\$ 57.33
F109	\$ 48.51	\$ 55.79	\$ 63.06
F110	\$ 53.36	\$ 61.36	\$ 69.37
F111	\$ 58.70	\$ 67.50	\$ 76.31
F112	\$ 64.57	\$ 74.25	\$ 83.94
F113	\$ 71.02	\$ 81.68	\$ 92.33
F114	\$ 78.12	\$ 89.84	\$ 101.56

Grade	Title
F101	Customer Service Representative I
F102	Customer Service Representative II
	Grounds Facilities I
F103	Customer Service Representative Lead Worker
	Grounds Facilities II
F105	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker



## CLASSIFICATIONS AND SALARY RANGES

*Effective July 11, 2026*

4% COLA

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,883.20	\$ 2,165.68	\$ 2,448.16
F102	\$ 2,071.52	\$ 2,382.25	\$ 2,692.98
F103	\$ 2,278.67	\$ 2,620.47	\$ 2,962.27
F104	\$ 2,506.54	\$ 2,882.52	\$ 3,258.50
F105	\$ 2,757.19	\$ 3,170.77	\$ 3,584.35
F106	\$ 3,032.91	\$ 3,487.85	\$ 3,942.79
F107	\$ 3,336.20	\$ 3,836.63	\$ 4,337.07
F108	\$ 3,669.82	\$ 4,220.30	\$ 4,770.77
F109	\$ 4,036.81	\$ 4,642.33	\$ 5,247.85
F110	\$ 4,440.49	\$ 5,106.56	\$ 5,772.63
F111	\$ 4,884.54	\$ 5,617.22	\$ 6,349.90
F112	\$ 5,372.99	\$ 6,178.94	\$ 6,984.89
F113	\$ 5,910.29	\$ 6,796.83	\$ 7,683.38
F114	\$ 6,501.32	\$ 7,476.52	\$ 8,451.71

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 23.54	\$ 27.07	\$ 30.60
F102	\$ 25.89	\$ 29.78	\$ 33.66
F103	\$ 28.48	\$ 32.76	\$ 37.03
F104	\$ 31.33	\$ 36.03	\$ 40.73
F105	\$ 34.46	\$ 39.63	\$ 44.80
F106	\$ 37.91	\$ 43.60	\$ 49.28
F107	\$ 41.70	\$ 47.96	\$ 54.21
F108	\$ 45.87	\$ 52.75	\$ 59.63
F109	\$ 50.46	\$ 58.03	\$ 65.60
F110	\$ 55.51	\$ 63.83	\$ 72.16
F111	\$ 61.06	\$ 70.22	\$ 79.37
F112	\$ 67.16	\$ 77.24	\$ 87.31
F113	\$ 73.88	\$ 84.96	\$ 96.04
F114	\$ 81.27	\$ 93.46	\$ 105.65

Grade	Title
F101	Customer Service Representative I
F102	Customer Service Representative II
	Grounds Facilities I
F103	Customer Service Representative Lead Worker
	Grounds Facilities II
F105	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker



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**Memorandum of Understanding  
between  
Pleasant Valley Recreation and Park District  
and  
Service Employees International Union Local 721  
representing PVRPD Employees**

**July 1, ~~2021~~2024--June 30, ~~2024~~2027**



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## **ARTICLE 1 — PURPOSE OF THE MEMORANDA OF UNDERSTANDING**

- A. It is the purpose of this Memorandum (“MOU”) to promote and provide for harmonious relations, cooperation, and understanding between the Pleasant Valley Recreation & Park District (“District”) and Service Employees International Union Local 721 (“Union”), the recognized employee organizations representing employees in the Miscellaneous Unit covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment of employees covered herein. The parties jointly agree to submit this MOU to the Union and District’s Board of Directors for acceptance, adoption, and implementation.
  
- B. The District continues to recognize the Union as a sole and exclusive bargaining representative for the Miscellaneous Unit comprised of the full-time, part-time year-round, part-time restricted and seasonal/temporary part-time employees occupying the classifications listed in Appendix A hereto.

## **ARTICLE 2 — PVRPD MANAGEMENT RIGHTS**

Management of the District is vested exclusively in the District. All management functions, rights, and prerogatives, written or unwritten, which have not been modified or restricted by an express written provision of this MOU are retained and vested exclusively in the District’s management and may be exercised by management at its sole discretion. Management functions, rights, and prerogatives include the District’s right to determine and effect its mission, programs, objectives, activities, resources, and priorities; establish and administer procedures, rules and regulations, and direct and control the District’s operations; alter, extend, or discontinue operations, including, but not limited to existing equipment, facilities, and location of operations; determine and modify change and furlough the number, qualifications, scheduling, responsibilities and assignment of employees; establish, maintain, change, and enforce standards of

performance, conduct, order and safety; establish, maintain, change, enforce policies and procedures and determine all matters related to employee recruiting, hiring, appointment, retention, promotion, and transfer; evaluate, determine the content of evaluations, and determine the process and criteria by which employees' performance is evaluated; establish and require employees to observe the District's rules, policies and regulations; establish, maintain, change, and enforce employee discipline and dismissal, policies and procedures; establish and modify calendars, including holidays and holiday scheduling; establish, assign, and modify work locations and work hours; and subcontract all or any portion of District operations.

### **ARTICLE 3 — UNION RIGHTS**

- A. Visits by Union Representatives: Accredited representatives of the Union will be granted reasonable access to District facilities and employees for purposes of investigation of grievances and official Union business, provided Union representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with the normal operations of the department.
- B. A designated Union staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given. The Union stewards shall be given similar access during their lunch and rest periods. These visits shall be to observe working conditions or to investigate grievances.
- C. The District agrees that Union-related activities by stewards of the Union shall not affect the promotional opportunities of said employees.
- D. Bulletin Boards: The Union will be allowed to use space designated by the District on existing bulletin boards where available to post notices regarding Union business. Use of the boards shall be limited to the five (5) general types of notices:
  - 1. Listings of names, work location and telephone extensions of Union Officers and Officials
  - 2. Union meetings

3. Union elections
  4. Union recreational and social events
  5. Union education notices
- E. Union will provide Human Resources or designee a copy of any materials to be posted no later than one business day prior to the posting.
- F. Union members shall designate up to three (3) members as its Union stewards. Union shall notify Human Resources or designee of this designation annually on or before February 1.
- G. Union shall also notify the Human Resources Supervisor of any change in Union stewards within fourteen (14) days of the change.
- H. If the represented employees' elected representative is also elected to the SEIU Local 721 Executive Board, then the District agrees to allow up to one regularly scheduled workday per month of pre-approved vacation for such employees (vacation requests must be made in accordance with MOU guidelines) to attend the SEIU Executive Board meetings.
- I. Union Release Time. Pursuant to Government Code section 3505.3, the District shall allow the employee stewards a reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:
1. Formally meeting and conferring with representatives of the District on matters within the scope of representation;
  2. Testifying or appearing as the designated representative of Union in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the District or by the District against the Union; and
  3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.
- J. Union Representative Leave of Absence. Pursuant to Government Code section 3558.8, the District shall grant to employee stewards, upon written request of the Union, reasonable leaves of absence without loss of

compensation or other benefits for the purpose of enabling employees to serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which the Union is affiliated.

1. The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the District's certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The District reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
4. Compensation – Compensation for release time shall not exceed the employee stewards' standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the District as an employer. The employee shall earn full service credit during the leave of absence and shall pay their member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of the Union under applicable laws or this MOU.
5. Written Notice – Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three consecutive days or less, the Union shall submit a written request to the employee steward's Department Head at least seven (7) days in advance of the requested

leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.

6. Approval or Denial of Leave – A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of District services and operations. If leave is denied, the Department Head shall provide the Union with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the District, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.
7. Reporting – The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the District to ensure that the time reporting is accurate and that the employee is performing the duties of a steward or officer or representative of the Union during all reported working hours.
8. Indemnification – The District shall not be liable for an act or omission of, or an injury suffered by, an employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the District is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the District.

#### **ARTICLE 4 — TERMS OF AGREEMENT**

- A. This MOU commences at 12:01 am on July 1, ~~2024~~~~2021~~, and is effective to and including 12 midnight, June 30, ~~2027~~~~2024~~, except as otherwise stated herein.
- B. In the event either the District or Union desires to meet and confer in good faith on amendments to wages, hours, and other terms and conditions of



employment, either party may serve upon the other during the period from February 1 to February 28 of ~~2027~~2024 its written request to commence meet- and-confer sessions for a successor MOU.

- C. Any and all economic enhancements in this MOU beginning Fiscal Year ~~2024/2025~~ ~~2021/2022~~ will be effective the first full pay-period following the final MOU ratification by the Union and approved by the District Board.

#### **ARTICLE 5 — OBLIGATION TO SUPPORT MOU**

The negotiators for the District and Union agree that both have the obligation to support this MOU before their own constituents, and neither will advocate any amendment, addition or deletion to the terms and conditions contained herein during such ratification and adoption of this MOU. It is further understood that this Article shall not preclude the parties from appearing before the Pleasant Valley Recreation and Park District Board of Directors to advocate or urge the approval of this MOU in its entirety.

#### **ARTICLE 6 — MEET-AND-CONFERENCE SESSIONS**

- A. Union may designate not more than four (4) District Union members to serve as members of Union's meet-and-confer team. No more than three meet-and-confer team members shall be present at any meet-and-confer session, with the fourth member serving as an alternate. A reasonable effort will be made to allow Union employees to have their work hours and/or duty days adjusted so that they will be on active duty during negotiations. No employee shall receive overtime for time spent negotiating if it is not possible to adjust their work schedule. Participation in negotiations does not release any employee from responsibilities of their full-time employment requiring immediate attention or action.
- B. The above provisions of this Article shall be subject to (1) the operational requirements of the District, and (2) the requirements that the Union member who wishes to be excused from their official duties hereunder requests such from their immediate supervisor no less than two working days in advance, except that this requirement may be waived with the express approval of the employee's immediate supervisor in the case of an unforeseeable emergency meeting.

- C. It is understood by the District and Union that amendments to the existing MOU presented for meet-and-confer sessions shall be accompanied by a statement signed by a Union representative and meet-and-confer team members declaring that the proposed amendments have been accepted in principle by a majority of the membership of the Union for the purpose of meet-and-confer sessions with the District.
- D. No less than 120 days prior to the expiration of this MOU, the Union shall notify the District of the three employee-members of the committee. So that the Union can better prepare to timely commence bargaining over the terms of a successor MOU, between 120 and 60 days prior to expiration of this MOU, the District shall release the three designated committee members from active employment for six total hours on days to be determined by Union. Each employee who on any such day would have otherwise been actively engaged on the job shall be paid straight-time hours as if they were, in fact, actively on the job.

#### **ARTICLE 7 — GRIEVANCES AND REPRESENTATION**

- A. Grievance: A “grievance” shall mean a written allegation by an employee(s) or Union concerning dispute arising out of the interpretation or application of the specific terms of this MOU and/or written employment policy, rules and regulations which affect conditions of employment. District actions subject to the disciplinary appeals process set forth in Article 14 shall not be considered a “grievance”, nor subject to this grievance procedure. Disciplinary Actions against “for cause” represented employees shall not be considered a “grievance”, nor subject to this grievance procedure. An authorized Union representative may file a “grievance” on behalf of all employees to avoid a multiplicity of grievances over the same dispute.
- B. The District recognizes that employees may have complaints, suggestions, or questions about their job, working conditions, or treatment at work. Good-faith complaints, questions, and suggestions are helpful to the District. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy.

- C. The District agrees that, during the term of this MOU, it shall recognize Union representatives in the handling of grievances arising on the job when so informed in writing by the grieving employee.
- D. Union shall notify the District of the name of the Union staff member to represent the employee prior to any hearing on the grievances; such written notification shall cite the applicable MOU provision, include the basis for the grievance and state the requested remedy. Receipt of notification shall be acknowledged by the District.
- E. A grievance shall not be valid unless it is submitted to the District's designee, in writing, setting forth the facts and the specific provisions of the MOU allegedly violated and the particular relief sought within ten (10) business days after the date the grievant knew or in the exercise of reasonable diligence, should have known, of the event giving rise to the grievance occurred. Failure to file or process any grievance within the prescribed time limitation will bar grievance.
- F. If the grievance is not satisfactorily resolved in the second step, at the employee's request, it shall be submitted to advisory mediation with the California State Mediation & Conciliation Service within ten (10) business days after the Department Manager's answer is received, or as soon as a mediator is available. Advisory mediation will involve the employee and their representatives and the Department Manager and *any* staff deemed appropriate. The mediation meeting will be scheduled by Human Resources. If the grievance is not satisfactorily resolved during this process, within thirty (30) calendar days after the mediation session, the employee may have the grievance, including the mediator's analysis and recommendation, submitted to the General Manager. The General Manager shall have the final decision; however, if it were to involve the General Manager they would delegate the decision to the non-involved Department Manager. If all parties were involved, the General Manager could use an outside consultant determined by the District.

## **ARTICLE 8 — USE OF AGENCY FACILITIES**

The District interposes no objection to Union's use of District buildings and facilities to conduct meetings of the Union, providing the meeting space is

arranged for in accordance with existing policies, procedures and such space is available.

## **ARTICLE 9 — MODIFICATION, WAIVER, AND RE-OPENERS**

- A. District regulations, rules, or policies issued during the life of this MOU shall be reviewed by the District and Union at the request of the Union to determine their effect on the understandings outlined herein.
- B. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms or provisions.
- C. In the event of a violation of any part of this MOU, failure to object to the violation within sixty (60) days shall constitute a waiver of the provision with respect to the specific violation, but shall not waive or bar future enforcement of all provisions.
- D. Any modification of any of the terms or provisions contained herein shall be binding when agreed to in writing by both parties and approved and implemented by the Pleasant Valley Recreation and Park District Board of Directors and Union.
- E. Changes to items affecting wages, hours, or terms and condition of employment shall be provided to Union in advance of implementation, except that changes implemented on an emergency basis will be conveyed to Union with least practicable delay. The District shall meet and confer on such changes if so requested by Union with notification to be given to the District within seven (7) days of receipt of the change by Union.
- F. The District and Union agree to meet and confer during the term of this MOU regarding the following:

~~1. Updating the District's Employer-Employee Relations Resolution #104; and~~

~~2. Creating an Employee Policy and Procedure Manual applicable to Union represented employees; and~~

~~3. Ranger Policy Manual~~

1. Personnel Policy Manual

## 2. Technology Use

### **ARTICLE 10 — AVAILABILITY OF PUBLISHED DATA**

The District will make available to Union, and Union to the District, such information pertaining to employer-employee relations as is contained in the records of the respective organizations, subject to the limitations and conditions set forth in the applicable Government Code Sections. To facilitate negotiations, Union and the District shall provide and exchange the published data it regularly has available concerning subjects under negotiation, including data gathered concerning salaries and other terms and conditions of employment provided by comparable public and private agencies, provided that when such data is gathered on the promise to keep its source confidential, the source shall not be revealed.

### **ARTICLE 11 — EMPLOYEE PERSONNEL ACTIONS**

- A. No written material considered to be derogatory or relating to performance, salary or a disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that they have read such material by affixing a signature on the material to be filed with the understanding that although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the personnel file with an appropriate notation by the employee's supervisor or other District representative.
- B. The District shall, in writing and within five (5) working days of an employment status change, notify the affected employee of any resultant change in their compensation and/or benefits.
- C. By appointment, an employee may review their personnel file by contacting the General Manager for a time and date within five (5) working days of the request.

### **ARTICLE 12 — UNION DUES, DEDUCTIONS, COPE, INDEMNIFICATION AND NEW EMPLOYEE ORIENTATION**

- A. Membership within and/or payment of any dues or fees to Union shall not be a condition of employment with the District. No individual employee

shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Union.

- B. Union has requested in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union, from the wages, and salaries of members of Union. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization. Remittance of the aggregate amount of all such monies shall be made by the District to Union at the conclusion of each pay period in which said dues were deducted. Any changes in union dues must be given to the District a minimum of one pay period prior to change to accommodate changes to payroll.
1. Each pay period, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within five (5) business days of each payday.
  2. Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.
  3. The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel

format to dues@seiu721.org within five (5) business days of each payday.

C. Committee on Political Education (COPE)

1. Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the above dues deduction process.
2. Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.
3. Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the District by the next full pay period cycle.

D. The District agrees, pursuant to AB 119, to provide Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide Union with employee identification number, name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every one-hundred twenty (120) days. Notwithstanding the foregoing and in compliance with statutory duties, the District will not provide Union with home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request for non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide Union with a copy of that request.

F. New Employee Orientation. The District shall provide the Union written notice of new employee orientations [no matter how few participants, and whether in person or online] at least (10) business days, or as soon as

reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted to one (1) steward to participate in the Union's presentation of the new employee orientations. "New hires" shall be defined to include any employee new to Union, including, but not limited to, through accretion or promotion/demotion. If the Union's designated representative(s) is unable to attend the new employee orientation, the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the Union representative responsible for follow-up with the new hire.

- G. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any natures which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed with Union and shall not be subject to the District's grievance procedure.

### **ARTICLE 13 — DISCIPLINARY ACTION AND APPEAL**

- A. Union represents both at-will employees and employees who may only be disciplined "for just cause." At-will employees have no property right or interest in their employment with the District and may be disciplined with or without notice and with or without just cause and shall have no rights of disciplinary appeal.
- B. All represented District employees may only be disciplined for just cause and deemed to be in the District's "civil service," except for the following expressly listed part-time, seasonal, and/or restricted current classifications:
1. Landscape Custodian;
  2. Park Ranger;
  3. Garage Technician ~~{Current incumbent, Jason England, will be~~



~~eligible for the civil service upon passing probation and until the Full Time/Part-Time Year-Round position of Mechanic can be filled.];~~

4. Senior Ranger [~~Current incumbent, Phil Ramirez, will remain in the civil service until the Full Time/Part-Time Year-Round position of Lead Park Ranger can be filled~~]

5. Office Assistant.

In the event that any of the foregoing classifications becomes a full-time position, then employees in such classification(s) may only be disciplined for just cause and are deemed to be in the District's "civil service."

C. Conduct that may warrant disciplinary action is described in the ~~District's District's Personnel Policy Manual~~Employee Manual (currently the 2016 version). Disciplinary actions shall generally follow the progression described below depending on the nature and/or seriousness of the underlying employee conduct:

1. Counseling Session;
2. Verbal Warning;
3. Written Warning;
4. Reduction in pay;
5. Suspension without pay;
6. Demotion; and
7. Termination of employment.

D. Written notice of proposed or final disciplinary action shall be served by a District Manager on the employee either by personal service or by certified

U.S. Mail, addressed to the employee at his or her last known address. Any notice of proposed discipline shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) on which the action is based, and the degree of discipline being proposed. Any notice of final disciplinary

action shall include a statement as to the results of any pre-disciplinary response and a determination of the final disciplinary action to be imposed. Service of any notice described herein shall be deemed complete on the day the employee is personally served, or if service is by certified mail, two

(2) business days after the notice is deposited in the U.S. Mail. Written notice of proposed or final disciplinary action is not necessary for counseling sessions, oral warnings, or written warnings. Counseling sessions, oral warnings, or written warnings are subject to the grievance procedure set forth in Article 7 and shall have no right of pre-disciplinary meeting or disciplinary appeal.

- E. At the time written notice of proposed disciplinary action is served on the employee, the employee shall be supplied with a copy of the documents and materials upon which the proposed disciplinary action is based. Absent extenuating circumstances, the employee shall have fourteen (14) calendar days to review the documents and materials and provide a written response thereto. Within this time period, the employee may notify the District that they request to take part in a pre-disciplinary response meeting. Once this request is received, the District shall schedule a pre-disciplinary response meeting within a reasonable time. At this pre-disciplinary response meeting, the employee will be given the opportunity to present all materials or arguments in rebuttal to the proposed disciplinary action. However, this meeting is not an evidentiary hearing and the right to call or cross-examine witnesses or demand or subpoena documents is not permitted. Following the pre-disciplinary meeting or receipt of a timely written response, the District shall either serve a written notice of final disciplinary action upon the employee or notify the employee in writing that it is rescinding the disciplinary action. An employee may be accompanied by Union representation at all stages of the disciplinary process, including the appeal process described herein, but must attend each stage of the process in person or electronically via video conference. Otherwise, the employee shall be deemed to have waived their rights relative to that particular step in the disciplinary process, including any appeal.

F. An employee in the civil service who believes they have been subject to a disciplinary reduction in pay, suspension, demotion, or termination shall have the right to appeal the imposition of that disciplinary action to the General Manager as set forth below:

1. When an employee or the employee's Union representative requests a disciplinary appeal hearing, the request shall be in writing, signed by the employee, and provided to the General Manager within fourteen (14) working days after notice of final disciplinary action has been served upon the employee as provided in Section E above. Any such request shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. If the employee fails to request a disciplinary appeal hearing within the prescribed time, then the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.
2. Unless requested to be open to public by the employee, all disciplinary appeal hearings shall be conducted in private.
3. The General Manager shall schedule any disciplinary appeal hearing within a reasonable time after receipt of the employee's written request for appeal, considering the availability of the General Manager, the convenience of the employee, and the availability of witnesses, if any.
4. The employee shall appear in person at the disciplinary appeal hearing and may be represented by Union, legal counsel, or a representative of their choice. If the employee fails to appear at the disciplinary appeal hearing, then the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.
5. The District shall have the burden of proof at the disciplinary appeal hearing and shall be required to prove the charges against

the employee by a preponderance of the evidence. The District shall present its case first, followed by the employee's case, and with the District having a rebuttal opportunity.

6. The General Manager does not need to conduct the hearing according to the technical rules of evidence but may use them as a guide. Further, the General Manager can allow hearsay only when used to corroborate direct evidence. The conduct of the disciplinary appeal hearing shall be under the control of the General Manager with due regard for the rights and privileges of both parties.
7. The District and the employee shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.
8. The General Manager shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents. During the examination of a witness, the General Manager may exclude from the hearing, any and all witnesses.
9. Disciplinary hearings shall be recorded at District expense with a copy of the recording or transcript made available to the employee at no expense.
10. Within forty-five (45) calendar days after the disciplinary appeal hearing, the General Manager shall issue a binding final administrative decision containing findings of fact and conclusions of law.
11. The District shall utilize a neutral, third-party as the Hearing Officer for appeals of terminations and for appeals where the General Manager may not reasonably be considered an impartial and noninvolved reviewer of the underlying disciplinary action. The same rules stated above in Paragraph F, subdivisions 1-10, that apply to the General Manager conducting the hearing shall apply

to the third party Hearing Officer. The parties shall select such neutral Hearing Officer by each providing the names of at least five (5) potential Hearing Officers to the other party within fifteen (15) calendar days of the filing of the appeal. If the parties are unable to mutually agree upon a Hearing Officer within thirty (30) calendar days of the filing of the appeal, then the parties shall retain Administrative Law Judge (ALJ) services through the Office of Administrative Hearings (OAH). The District and the Union shall share the costs of using the ALJ and OAH equally, with each side paying their share as and when required by the neutral, third-party or the OAH. If either party wishes to have a court reporter document the proceedings, then that party shall bear the cost of such court reporter. In the event that both parties wish to have a court reporter document the proceedings, then the parties shall split the cost of such court reporter. Absent alternative agreement between the parties, each party shall bear the costs of any transcript(s), if requested.

12. The parties may mutually agree to extend any of the timelines set forth in the foregoing paragraphs of this subdivision.
13. Per CCP section 1094.5, et seq., within ninety (90) calendar days of receipt of the General Manager's or hearing officer's final administrative decision, either party may challenge the final administrative decision via writ of administrative mandamus.

#### **ARTICLE 14 — TRANSFER OF FUNCTION**

The District agrees that in the event a District function is transferred to another governmental agency, the District will in good faith effort discuss with the transferring agency to place the terminated employees with the recipient agency and obtain benefits equal to those afforded them by the District.

#### **ARTICLE 15— POLICIES REGARDING EMPLOYMENT**

The District will provide Union with complete copies of all policies, procedures,

handbooks, employee manuals, and other official documents that pertain to wages, hours, and working conditions. The District agrees to meet-and-confer regarding any changes to wages, terms or conditions as required by the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.).

#### **ARTICLE 16 — SALARY WAGE COMPENSATION PLAN**

- A. ~~Salaries~~Employee wage compensation shall be based on financial conditions of the District. District and Union will give due consideration to economic and other appropriate indicators presented in the meet-and-confer sessions concerning employee compensation.
- B. The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay a shift differential of ~~two-and-one-half~~ five percent (~~2½~~5%) for hours worked between 8:00 pm and 6:00 am.
- C. Effective the first full pay period commencing on or after July 1, 2024, Full-Time/Part-Time Year-Round Employee ~~salaries~~wage compensation shall be increased by 25%, effective the first full pay period after this MOU has been ratified by the Union and approved by the District's Board.
- D. Full-Time/Part-Time Year-Round Employee ~~salaries~~wage compensation shall be increased by 23% effective the first pay period commencing on or after July 1, ~~2025~~2022.
- E. Full-Time/Part-Time Year-Round Employee ~~salaries~~wage compensation shall be increased by 24% effective the first pay period commencing on or after July 1, ~~2026~~2023.

#### **ARTICLE 17 — WORKING HOURS FOR FULL TIME EMPLOYEES**

- A. This Article is intended to define the normal hours of work and work schedules and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. The District has the right to implement any of the negotiated work schedules to meet the needs of the organization and the individual department. Prior to implementation, the District shall meet and confer with the Union on the impacts to specific employees.

1. Regardless of assigned schedule, full-time employees shall be assigned to work a sufficient number of workdays and/or be credited with holidays, vacation, sick, and compensation leaves under Federal and State laws, to normally equal a total of two hundred sixty (260) workdays of either (8) hour periods per calendar year or two thousand eighty (2,080) hours.
  2. The normal work day shall be eight (8) consecutive hours of work, exclusive of an unpaid lunch period in a consecutive twenty-four (24) hour period.
  3. The normal work week shall be five (5) consecutive workdays and two (2) days of rest in a seven (7) consecutive day period.
  4. When shift changes occur, there shall be a minimum of eight (8) hours between shifts.
  5. When work schedules are regularly and routinely used and there will be a permanent schedule change the schedules shall be posted at least fourteen (14) calendar days prior to the effective date.
  6. When a Department Manager finds it necessary to make modifications or changes to a regular work schedule on a temporary basis; the Manager shall notify the affected employee(s) indicating the proposed change with seven (7) calendar day's prior notice. In the case the needs of the District arise a schedule can be changed not to exceed one (1) work shift.
  7. A schedule may be established that contains nine (9) hour workdays with an hour or half-hour unpaid lunch period, providing the employee receives overtime compensation or compensatory time off for hours worked in excess of regularly scheduled work week.
- B. The foregoing provisions may be modified based upon changes in the Fair Labor Standards as issued by the State and Federal government.
- C. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

## **ARTICLE 18 — PERFORMANCE AND PROBATIONARY EVALUATIONS**

- A. All original and promotional appointments to positions in the District's Civil Service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge.
1. Initial Probation: It is understood that the probationary period will normally last for one (1) year from the date of appointment, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand six hundred eighty (1,680) hours.
  2. Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for six (6) months from the date of probation, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand and forty hours (1,040).
  3. An employee released during, or at the conclusion of, probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.
  4. During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished the probationer.
- B. The performance of each employee shall be formally evaluated quarterly during the probationary period and at least fifteen (15) days before the end of the probationary period. Thereafter, reviews shall be conducted annually.
- C. Employees, whose job performance warrants, may be reviewed at any time. Those who receive "improvement needed" and/or "unsatisfactory"



ratings shall be given interim reviews until the deficiency is corrected or other appropriate action taken.

- D. When it is known that a supervisor will be terminating employment or will be reassigned, each employee under his/her direct supervision who has not received a performance evaluation within ninety days may, at the District's discretion, receive another evaluation.

## ARTICLE 19 — PROMOTION BETWEEN CLASSIFICATIONS

A. Promotion between Grounds I and Grounds II will be dependent upon:

1. Availability of a vacant Grounds II position
2. Ability to possess at least three (3) licenses/certifications, in which one certificate pertains to supervision/leadership skills, or a minimum of ~~twelve six~~ (126) hours of human resources related classes, with the remaining two certificates in technical skills including but not limited to the following (all other certificates or training must be pre-approved by the Parks Services Manager prior to enrolling in the course):
  - a. ~~Pesticide license~~ California Department of Pesticide Regulation Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL)
  - b. ~~Playground Safety Certification~~ Certified Playground Safety Inspector (CPSI)
  - c. ~~Back Flow License~~ Backflow Prevention Assembly Tester (BPAT)
  - d. Class A License
    - i. The U.S. Department of Transportation requires employees with a Class A license to participate and pass random drug testing; this will be a condition of employment.
  - e. ~~A.F.O. or C.P.O. license~~ Aquatic Facility Operator (AFO) or Certified Pool or Spa Operator (CPO)

- f. Certification by International Society of Arboriculture as a Tree Worker or Arborist (ISA)
- g. Irrigation Certification through the Irrigation Association, California Landscape Contractors Association or from an accredited college or university course or program.
  - i. Certified Irrigation Technician (CIT)
  - ii. Certified Landscape Irrigation Auditor (CLIA)
  - iii. CLCA Water Management Certification
- ~~g.~~h. Horticulture Certification from National Association of Landscape Professionals (NALP), California Landscape Contractors Association (CLCA) or an accredited college or university course or program.

~~h.~~i. Small Engine repair

~~h.~~j. Heating Ventilation and Air Conditioning Maintenance (Specialized training)

- 3. A practical test will be administered if the criteria of item 1 and 2 are met.

B. Promotion to Park Maintenance Lead Worker will be dependent upon:

- 1. Availability of vacant Park Maintenance Lead Worker position;
- 2. Must be in possession of at least four (4) certifications in which one certificate pertains to supervision/leadership skills, or twelve (12) hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicants choice of licenses/certifications.

C. Employees hired, not promoted, into classification of Grounds Facilities II or Park Maintenance Lead Worker will have one (1) year to obtain the required certificates.

**ARTICLE 20 — OVERTIME AND COMPENSATORY TIME**

- A. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments. All compensable overtime must be performed at the direction of the department director or their authorized representative. Overtime hours may not be accrued without such approval.
- B. The District provides compensation for all overtime hours worked by non-exempt full-time employees in accordance with federal law as follows:
  - 1. Any hours worked in excess of regularly scheduled full time hours in one workweek will be treated as overtime. A workday begins at 12:01 am and ends at midnight twenty-four (24) hours later. The workweek begins Saturday at 12:01 am and ends Friday at 11:59 pm.
  - 2. Employees shall be paid at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess regularly scheduled hours. Overtime hours shall be computed to the nearest quarter (1/4) hour.
- C. Sick time, holiday, and vacation hours paid, but not worked, are not included in calculating overtime. Only actual hours worked in a given workday or workweek, and not hours scheduled, will apply in calculating overtime.
- D. A non-exempt full-time employee who performs authorized work in excess of regularly scheduled hours in their scheduled work week shall be compensated at the rate of one-and-one half times their regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.
- E. At the option of the full-time employee, hours worked beyond the forty (40) or the normal number of hours scheduled in a work week may be designated as flextime hours and taken off in equivalent hours at some time during that work week only with the supervisor's approval. Such time off shall be considered an excused absence and reported on employee time sheets as flextime taken.
- F. At the option of the full-time employee, hours worked beyond their

normally scheduled hours in a work week may be designated as compensatory time off in lieu of monetary overtime compensation. The compensatory time is earned at the rate of one-and-one-half hours for each hour of overtime worked and may be accrued to a maximum of eighty (80) hours. Employees will be paid for accrued compensatory time not taken prior to termination.

- G. An employee may be required to be on call, if a volunteer is unavailable, Friday, Saturday, Sunday and/or District observed holidays. Any employee scheduled to be on call will be compensated at the rate of ~~\$40.00~~50.00 per day. On Call days shall be limited to Friday, Saturday, Sunday and District observed holidays. Employees who are on call and are called in to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance. On call employees must be able to report to work site within forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.

The District may assign an employee to an on-call shift when there are no volunteers available.

- H. Weekend work, if not normally scheduled, may be compensated at the rate of one-and-one half times the regular rate, and may be designated as flextime or compensatory time for full-time employees and employees not on call.
- I. Employees directed to attend a position-related training program conducted during non-working hours shall be entitled to equal time off preferably on the same day or the day preceding or following each training session when business needs allow.

## **ARTICLE 21 — SAFETY**

- A. Employees shall be responsible for adherence to all published safety rules and regulations and for reporting to District supervisory personnel conditions deemed to be hazardous. Safety training as necessary shall be scheduled and conducted by qualified personnel.
  - 1. CPR and First Aid Certification required no later than three (3) months after employment and must remain current through-out

employment.

- B. Employees shall not lose pay or be otherwise penalized for refusing to work after reporting hazardous conditions that are in violation of District or State safety rules or regulations and the hazardous condition has been substantiated by appropriate authority.
- C. Employees as well as the employer need to manage and provide for a safe workplace. All parties need to be vigilant in inspecting the workplace as well as following safety protocols.

## ARTICLE 22 — WORK CLOTHING

- A. Employees covered by this MOU who are provided work clothing per the employee manual shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.
  - 1. District will provide the following for full time employees:
    - a. 5 t-shirts/polo shirts per fiscal year
    - b. 1 hat per year
    - c. Sweatshirt or Jacket every other year
  - 2. Full time employees will receive reimbursement for the purchase of the following items on a fiscal year basis; provided, they turn in receipts within 30 days. All reimbursements must be completed by December 31<sup>st</sup> of each fiscal year. In cases of hardship, employees must request an exemption through Human Resources, but purchases of safety items must be made no later than March 1<sup>st</sup> of the respective fiscal year.
    - a. Denim Blue Jeans – not to exceed at total of \$200.00
    - b. Steel or Safety toed work boots not to exceed \$250.00.~~200~~ Safety-toed shoes must meet the American National Standard Institute (ANSI) standards.
  - 3. Part-time Year-Round employees will receive two t-shirts and 1 hat per fiscal year.

4. Lead Park Ranger will be eligible to receive up to \$~~250200~~ reimbursement each fiscal year; provided they turn in receipts within 30 days.
5. Part time Park Rangers will be eligible to receive reimbursement upon hire and every other fiscal year worked; provided, they turn in receipts within 30 days.
  - a. Uniform – not to exceed a total of \$~~250200~~

## **ARTICLE 23 — HOLIDAYS**

A. The District shall recognize the following holidays:

1. New Year's Day — January 1st
2. Martin Luther King Jr. Birthday - Third Monday in January
3. Presidents Day — Third Monday in February
4. Memorial Day — Last Monday in May
5. Independence Day - July 4th
6. Labor Day — First Monday in September
7. Indigenous Peoples' Day – Second Monday in October
8. Veteran's Day — November 11th

9. Thanksgiving Day — Fourth Thursday in November

10. Day after Thanksgiving

11. Christmas Eve Day – December 24th

12. Christmas Day— December 25<sup>th</sup>

B. A full-time employee who is required to work on a District holiday shall be compensated at the rate of one and one half (1 ½) times straight time for time actually worked. ~~In no event shall such an employee be compensated for working a fixed holiday in excess of one and one half (1 ½) times the employee's regular hourly rate of pay.~~

C. A full-time employee may choose to bank their holiday or receive 1.5 times their rate of pay for working a holiday but shall not receive both. If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday time must be used within 90 days. Upon termination or retirement, or promotion, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

D. Part Time (restricted, seasonal/temporary) employees are not eligible for Holiday pay.

## ARTICLE 24 — SICK LEAVE

A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue forty (40) hours upon date of hire. Beginning the seventh (7<sup>th</sup>) pay period employees will accrue sick leave at 2.76 hours per pay period.

1. Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

2. Temporary or Seasonal Employees shall be entitled to paid sick leave. Sick leave for eligible Temporary or Seasonal Employees shall receive forty (40) hours of sick leave upon date of hire. Beginning their second year of employment the employee will receive an additional forty (40) hours, not to exceed eighty (80) hours.~~accrue at the rate of one (1) hour for every thirty (30) hours worked and accrual of sick leave shall be capped at six (6) days or forty-eight (48) hours. Sick leave may be used after thirty (30) days of employment.~~

- B. Charge for Sick Leave: If an employee performs their duties for part of a working day, they shall be credited with those hours worked and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one quarter (1/4) hour increments.
- C. Proof of Illness: A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more. A Department Head may request a doctor's certificate for absences of less than three (3) consecutive days.
- D. Notice of Sickness: The Department Manager or designee must be notified not later than one (1) hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day.
- E. Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five years of employment shall be compensated at the rate of twenty five percent (25%) and is limited to five hundred (500) hours and employees ten (10) years and over of service will be compensated at a rate of fifty percent (50%) limited to one thousand (1,000) hours. Based upon salary in effect at the time of Termination.
- F. Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the California Public Employees' Retirement Systems (CalPERS).

## ARTICLE 25 — BEREAVEMENT LEAVE



1. In the event of a verified death in an employee's family, upon request, the District shall grant a ~~full-time employee up to three (3) days and a part-time year-round employee up to eighteen (18) hours~~ up to five (5) workdays of bereavement leave, as provided below.

2. For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, step- parent and parent of a registered domestic partner.

1. For full-time employees, Bereavement leave will be paid at full pay for up to three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year-round employees and shall not be charged against the employee's accrued vacation or sick leave. If the employee requests to take a cumulative leave of up to five (5) workdays, the District will allow the employee to use any accrued leave for the remaining two (2) workdays.

1.2. For part-time year-round employees, bereavement leave will be paid at full pay for up to eighteen (18) hours and shall not be charged against the employee's accrued vacation or sick leave. If the employee requests to take a cumulative leave of up to five (5) workdays, ~~When travel to a distant greater than 400 miles or other circumstances require an absence longer than three (3) consecutive workdays for full-time employees or eighteen (18) consecutive hours for part-time year-round employees,~~ the District ~~may~~ will allow the employee to use up to two (2) days of their any accrued sick leave for the remaining balance of the cumulative 5 workdays

2.3. For all other employees, up to a cumulative total of five (5) workdays of unpaid bereavement leave will be provided. ~~When other circumstances require an absence longer than three~~

~~(3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year-round employees, the District may allow the employee to use up to two (2) days of accrued sick leave.~~

4. If the employee requests to take a cumulative leave of longer than

~~five (5) consecutive workdays, the District may allow the use of any accrued vacation or compensatory time or leave without pay. If the employee requests to take a cumulative leave of longer than five (5) consecutive work days, the District may allow the use of accrued vacation or compensatory time.~~

~~3.5. The bereavement leave must be completed within three (3) months of the date of death of the employee's family member.~~

3. An employee desiring to attend a funeral of others than described above may be given the time off, provided they so notified their Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, they shall take the time off against vacation, sick, or compensatory annual leave.

~~(2) days in advance. Upon concurrence and authorization of the Supervisor, he/she shall take the time off against vacation, sick, or compensatory annual leave.~~

4. The District may require, within 30 days of the first day of the leave, that the employee provide documentation of the death of the family member, such as a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

## ARTICLE 26 — MEDICAL BENEFITS

The District is committed to providing employees with benefits necessary to provide assistance in the event of medical need.

- A. Employees who begin working for the District and submit their insurance application between the first and the 15<sup>th</sup> day of the month may have health insurance coverage beginning on the first of the following month.
- B. Employees who submit their insurance application between the 16<sup>th</sup> and the last of the month may be covered from the first day of the second calendar month.
- C. District and Full-Time Employee Medical Contributions:
  1. Starting July ~~2021~~2024, the District will contribute 70% towards the cost of selected health plan. Employees will contribute 30%.

2. Part-time year-round employees are entitled to medical benefits only for the employee and will follow the above guidelines.

D. District and Full-Time Employee Dental Contributions:

1. January ~~2022~~2025, the District will contribute 70% of total cost of dental plan. Employees will contribute 30%.

E. District and Full-Time Employee Vision Contribution:

1. July ~~2021~~2024, the District will contribute 70% of total cost of vision plan. Employees will contribute 30%

The District shall continue its contributions for at least twelve weeks (12) for any employee who must be absent from work because of injury, illness, or approved leave, including industrial leave. The District shall continue its contributions up to twelve weeks (12) as long as the employee is using available paid leave time off to cover the absence or to supplement the workers' compensation benefit.

- F. The District complies with the CalPERS Minimum Employer Contribution, California Government Code 22892 of PEMHCA. The District pays a minimum contribution to current employees and District retirees in the current amount allowed by the Government Code. This rate is subject to change yearly per CalPERS and the Consumer Price Index-Urban.

## **ARTICLE 27 — EDUCATION AND TRAINING**

- A. The District will provide educational assistance to regular full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.

1. To maintain eligibility, an employee must remain on the active payroll and be performing satisfactorily through completion of each course.
2. The course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in the field either directly related to the employee's current duties, or a field in which the employee would

have reasonable expectation of being promoted to while employed with the District.

- B. Starting effective July 1, 2022, District will replace the prior program and fund up to two (2) employees 100% of their cost for tuition and books for each semester for a maximum of up to two thousand dollars (\$2,000) each per fiscal year.
  - 1. An outline of the courses(s) and written approval from the General Manager prior to registration must be submitted.
  - 2. Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.
  - 3. Receipts for tuition and books must be submitted within thirty (30) days of course completion.
- C. Employees must remain with the District for a minimum of one (1) year after the completion date of any course for which Educational Assistance Funds were received. If they leave prior to one (1) year, they will have thirty (30) days from resignation or termination to reimburse the District for all educational financial assistance received.
- D. The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

## **ARTICLE 28— RETIREMENT**

- A. Social Security and Medicare are an important part of every full time and permanent part-time employee's retirement benefit. The District pays a matching contribution to each full-time employee's Social Security and Medicare taxes.
- B. The District also participates in the CalPERS. According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the

employee in accordance to the guidelines established in the contracts and resolutions of the District.

1. For employees with a hire date before March 31, 2011, the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.
    - a. Effective July 1, 2015, the employee's total contribution for classic members was capped at 8% (PEPRA compliance).
    - ~~b. All represented employees in the 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August 2022 or until the loan is paid off, whichever will happen sooner. At that time these members would return to PEPRA compliance.~~
  2. For employees with a hire after March 31, 2011 through December 31, 2012, or classic CalPERS members (as defined by CalPERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees Retirement Law at Government Code section 21353.
  3. For employees with a hire date on or after January 1, 2013 who are new CalPERS members as defined by CalPERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
    - a. Employees hired after January 1, 2013 who are also new PERS members (as defined by CalPERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost per section code 20516.5 of the California Public Employees Retirement Law.
- C. Each year, the District shall report as Tax Deferred Member Contributions that portion of the CalPERS contribution actually being paid by the employee.

- D. The contributions referenced above are based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

#### **ARTICLE 29— MANAGEMENT/EMPLOYEE MEETING**

- A. A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- B. The Union may designate up to four (4) District employees who are Union members as provided in Article 6, Meet and Confer to attend the Labor/Management meetings. No more than three (3) such Union members shall be present at any meeting or session, with the fourth member serving as an alternate.
- C. The Joint Labor/Management Committee shall meet twice each fiscal year or more or less often as determined by the parties.

#### **ARTICLE 30 — PRIVATE VEHICLE MILEAGE ALLOWANCE**

Employees who drive privately owned vehicles on District business shall receive reimbursement at a rate equivalent to the rate allowed by the Internal Revenue Service.

#### **ARTICLE 31 — LIGHT DUTY POLICY**

- A. Light duty is granted only on a temporary basis at the sole discretion of the General Manager and the Department Manager. It will be granted based upon the needs of and benefit to the District, and the ability of the employee to perform the essential functions of a position which is authorized by the District and is available.
- B. Light duty will be granted for a maximum of twenty-six (26) weeks in any two (2) year period for all injuries, both industrial and non-industrial.

## **ARTICLE 32 — CONTRACTING OUT DISTRICT SERVICES**

- A. The District can contract out work in accordance with law provided that before the District contracts the services of an entire division of District government, it shall meet and confer with Union regarding the effects of said contracting on affected employees; and to take any action necessary to meet conditions of any emergency nature. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, transfer and discipline employees. The District retains the sole and complete discretion to determine the methods, means, and personnel by which District operations are to be contracted. The objective of contracting or subcontracting out shall be to provide the services and/or work at a lesser cost, or to have the work performed that is not within the skill set of District employees or for which the District does not have the proper equipment.
- B. Prior to issuing a Request for Proposals (RFP) or expanding an existing service agreement to contract or subcontract out services which have been previously and regularly performed by employees in this bargaining unit, the District will notify and provide Union, upon request, an opportunity to meet and confer on the impact of contracting out.
- C. Upon request, the District will provide Union with the following information:
  - 1. Information regarding the scope of services to be contracted and proposed organizational changes.
  - 2. A copy of the formal RFP, where one has been prepared.
  - 3. Copies of staff reports to the Board of Directors which contain any analysis of the proposals and any recommendations.
  - 4. Information regarding savings to be achieved by contracting out versus performing the services with District employees.
- D. The District shall not commence an agreement for contracting or subcontracting until the District has complied with the provisions of this Article.

## **ARTICLE 33 — LAYOFF POLICY AND PROCEDURE**

A. The District may lay off a unit member because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced which will minimize the impact on the continued effectiveness of that Division and will meet the necessary reduction in force requirements as determined by the District.

B. Notification:

1. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employees being laid off.
2. All regular District employees to be laid off will be given written notice from Human Resources of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.
3. The written notice shall inform the employee of his/her displacement and priority employment rights.

C. Reduction in Force:

1. Once the classifications to be reduced have been identified, the appointing authority shall determine the employee(s) to be laid off in the following order:
2. Employees in the identified classifications that are temporary part-time employees.
3. Employees in limited-term or temporary full-time positions in reverse order of their classification length of service in the identified classifications.
4. Original probationary employees in reverse order of their



classification length of service in the identified classifications.

5. Regular employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have had a disciplinary action that resulted in a demotion, reduction of pay, or a suspension without pay for one (1) day or more.
  6. Regular employees who on their last performance review received an unsatisfactory job performance evaluation. (Unsatisfactory is defined as two marks on the employee performance evaluation form to the right of the "satisfactory" category for Parks and Administration Department employees.)
  7. Regular employees with the least continuous classification service.
  8. If there are two or more employees to be laid off who have identical length of classification service, the order of layoff shall be by total length of continuous District service. If such District length of service is also identical, layoff shall be by random selection made by the General Manager.
- D. Displacement Rights (Bumping): Whenever bumping rights are described, the employee must meet the minimum requirements for the job, and an employee's rights to bump will be determined by their overall service. In order to exercise bumping rights, a regular status employee must have previously served in a lower classification and must have seniority in that classification over the regular status employee who is being displaced. Conditions which affect displacement rights are as follows:
1. Employees who have been laid off in accordance with the criteria defined in B (4) are not eligible for bumping.
  2. The employee exercising the displacement privilege will displace employees in lower classifications in the same order as specified in paragraphs B (6) to B(7).
  3. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to Human Resources. If these privileges are not exercised within the

specified time period, they are automatically forfeited.

E. Demotions:

1. Upon request of the employee, and with the approval of the appointing authority, an employee who has not held status in a lower classification may be allowed to demote to a vacant authorized position in the same department if they meet all the requirements of the lower position as determined by the appointing authority.
2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.

F. Transfers:

1. The appointing authority may transfer an employee to a vacant position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.
2. Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited their ability to transfer.

G. Employees Demoted as a Result of a Reduction in Force:

1. Employees who are demoted as a result of a reduction in force shall have their names placed on a classification reemployment list, in the order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.

H. Reemployment of Employees Laid Off as a Result of Reduction in Force:

1. Employees who are laid off and who held regular status at the time of layoff shall have their names placed on a Reemployment List for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority.

2. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who meet the minimum qualifications for such vacancies and prior to an open or promotional recruitment.
  3. Employees who are laid off and who held regular status at the time of layoff shall also be eligible to compete for positions in classifications at a higher salary range within the same classification series of the position held prior to the layoff.
- I. Duration of Reemployment Lists: The eligibility of the individual on the Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reemployment List.
  - J. Restoration of Benefits Upon Reemployment Following a Reduction in Force:
    1. Upon reemployment following a reduction in force, an individual will have the following benefits restored:
      - a. Prior sick leave accruals.
      - b. Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.
  - K. Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without consideration being given to an employee's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic characteristics or information, marital status, sex, gender, gender identity, gender expression, pregnancy, age, sexual orientation, or veteran or military status of any person.
  - L. Continuation of Employee Assistance Plan (EAP). Benefits: Employees who are laid off and who held regular status at the time of layoff shall be kept on the EAP for a period of sixty (60) days beyond their layoff date.

#### **ARTICLE 34 — VACATION**

The District supports and encourages the use of vacation to provide opportunities

for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period; including absence without pay, or termination of employment, Actual accrued vacation.

- A. The maximum vacation accrual shall be three times the employee's annual vacation accrual.

Years of Service	Accrual Rate Per Pay Period	Accrual Hours Per Year	Max Accrual Per Cap
Less than 5 yrs.	3.08	80	240
5 yrs. but less than 11 yrs.	4.62	120	360
11 yrs. but less than 12 yrs.	4.92	128	384
12 yrs. but less than 13 yrs.	5.23	136	408
13 yrs. but less than 14 yrs.	5.54	144	432
14 yrs. but less than 16 yrs.	5.85	152	456
16 yrs. +	6.15	160	480
Part Time Year Round	1.54	40	80

- B. It is the mutual responsibility of the employee and their supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached unless approval for accrual in excess of the employee's maximum has been given by the Department Director and the General Manager.
- C. Request for Vacation: Supervisors shall respond to a written request for vacation within five business days from the date in which the employees hands their direct supervisor the request. Upon the request of the

employee, the supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request however, the District reserves the right to deny employee vacations if required by business necessity. Vacation schedules should be coordinated a minimum of two weeks in advance and approved by a Supervisor.

## **ARTICLE 35— SUBSTANCE ABUSE IN THE WORKPLACE**

It is the intention of this policy to help eliminate substance abuse and its effects in the workplace. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Involvement with drugs and alcohol, whether on or off the job, can take its toll on job performance and employee safety. Employees must be able to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

The use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability safely and effectively to perform their job. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. . The employee's Supervisor, in conjunction with the Administrative Services Department, will then engage in the interactive process with the employee to determine whether any work accommodations may be appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. The District offers an EAP program through their supplemental insurance program, and also through CAPRI, please see Human Resources for current contact information.

Supervisors and managers are trained to recognize symptoms of impairment.

Alcohol or drug abuse is not tolerated, and disciplinary action, up to and including termination, will be imposed as necessary and appropriate to achieve a safe and productive workplace.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees in this regard. The District's goal is to eliminate substance abuse, or any other conduct or factor, which increases the potential for accidents, absenteeism,

substandard performance, poor employee morale or damage to the District's reputation. Employees should be aware that violations of the policy may result in discipline, up to and including termination.

### **Prohibition of Drugs and Alcohol**

It is District policy that employees shall not be under the influence of, or use, or possess, alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty. Exceptions can and will be made for over the counter medication such as aspirin, ibuprofen, and/or antacid, exceptions may also be made for alcohol sold at District sponsored events.

While use of validly prescribed medications and drugs in conformance with prescribed directions may not necessarily violate this policy, employees must notify their Supervisor, before beginning work, when they are taking medications or drugs which could possibly interfere with the safe and effective performance of duties, or the operation of District equipment. In the event there is a question regarding an employee's ability safely and effectively to perform assigned duties while using such medications or drugs, medical clearance may be required.

The District reserves the right to search its premises and property, including its parking lots, and to search any personal property brought onto District premises.

Employees are expected to submit to an alcohol and/or drug test when requested by District management.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be safely transported from the work site.

### **Definitions**

For purposes of this Policy, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) in a manner other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of their duties, including, but not limited to: alcohol, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, certain prescription drugs and medications, etc.

### **Employee Responsibilities**

An employee must:

1. not report to work or be subject to duty while their ability to perform job duties safely and effectively is impaired for any reason, including due to on- or off-duty alcohol or drug use; not possess or use alcohol or impairing drugs during working hours or while on standby duty, or at any time while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
3. submit immediately to an alcohol and drug test when requested by a District supervisor or manager, and approved by the General Manager or designated representative; and
4. notify their Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment.

### **Management Responsibilities and Guidelines**

Managers and Supervisors (for this section, collectively referred to as “Supervisor”) are responsible for reasonable enforcement of this policy.

Supervisors may request that an employee submit to a drug and/or alcohol test when a Supervisor has a reasonable suspicion that an employee is intoxicated or otherwise under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent and trained Supervisor to suspect that an employee is under the

influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired.

For example, any of the following, alone or in combination, may support a determination of reasonable suspicion:

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- Physical or verbal altercation;
- Violent, threatening, or erratic behavior;
- Possession of alcohol or drugs;

Any Supervisor requesting an employee to submit to a reasonable suspicion drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. Any reasonable suspicion determination should be made in consultation with HR.

### **Testing Procedure**

The drug and/or alcohol test may test for any substance which could impair an employee's ability effectively and safely to perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids, but not for non-psychoactive cannabis metabolites.

Testing requested by the District shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA). Analysis is performed using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result.

### **Results of Drug and/or Alcohol Test**

A positive result from a drug and/or alcohol test may result in disciplinary action, up to and including termination.



## Confidentiality

Confidential medical information related to this policy, including reports and test results, is maintained in a separate confidential medical file that will be securely kept under the control of the Administrative Services Department. Any such information is disclosed only to District management on a need-to-know basis, or otherwise in accordance with law.

~~The District shall provide the Employee Assistance Plan for the term of this MOU.~~

~~It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.~~

~~Furthermore, the use of prescription drugs and/or over the counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possible affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. Their Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.~~

~~Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.~~

~~Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary~~

~~action, up to and including termination, will be used as necessary to achieve this goal.~~

~~This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.~~

~~In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.~~

#### ~~POLICY~~

~~It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.~~

~~While use of validly prescribed medications and drugs does not violate this policy per se, failure by an employee to notify their supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.~~

~~The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of their right to representation and to be present during the search unless it is an emergency or the District deems it is not practical to have the~~

~~employee present.” Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the District.~~

~~Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.~~

~~Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.~~

~~The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.~~

~~The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the Human Resource office for additional information.~~

#### ~~APPLICATION~~

~~This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District’s reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee’s ability to effectively and safely perform the functions of the job.~~

#### ~~EMPLOYEE RESPONSIBILITIES~~

~~An employee must:~~

- ~~• not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at any time while on District property;~~

- ~~• not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;~~
- ~~• submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or their designated representative;~~
- ~~• notify their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and~~
- ~~• provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.~~

~~If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.~~

#### ~~MANAGEMENT RESPONSIBILITIES AND GUIDELINES~~

~~Managers and Supervisors are responsible for reasonable enforcement of this policy.~~

- ~~• Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.~~

~~"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.~~

~~For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual)~~

- ~~• Slurred speech;~~
- ~~• Alcoholic odor on breath;~~
- ~~• Unsteady walking and movement;~~
- ~~• An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;~~
- ~~• Physical altercation;~~
- ~~• Unusual behavior;~~
- ~~• Verbal altercation;~~
- ~~• Possession of alcohol or drugs;~~
- ~~• Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.~~
- ~~• Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.~~
- ~~• Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the~~

employee.

- ~~Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.~~

#### ~~PHYSICAL EXAMINATION AND PROCEDURE~~

~~The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. Form "A" describes the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.~~

#### ~~RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS~~

~~A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood alcohol level above that limit as established under California law for the operation of a motor vehicle.~~

~~If the drug screen is positive, the employee must provide within twenty four (24) hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.~~

~~If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out in conformance with District's Employee Manual (currently the 2016 version).~~

~~The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained supervisor/manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made the violation took place.~~

### ~~CONFIDENTIALITY~~

~~Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.~~

~~Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.~~

~~Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.~~

### **ARTICLE 36— PAID TIME OFF DONATIONS POLICY**

- A. Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.
- B. Such donations of paid time off may be permitted under the following conditions:
  - 1. The Department Head must approve, in advance, the donation.
  - 2. Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.

3. Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
  4. Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
  5. An employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.
- C. Donations are entirely voluntary, and time is to be donated in whole hour increments.
- D. The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
- E. To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member.
- F. Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.
- G. Tax implications may apply to donation of leave. Employees are encouraged to speak with their tax advisor for additional information.

### **ARTICLE 37 – BILINGUAL PAY**

- A. The District will commit to a six (6) month study to determine the need and the validity of establishing bilingual pay. The study will include, but is not limited to, weekly reports from staff regarding the use of their bilingual skills. Once study has concluded District will reopen Article 37 to discuss the findings.

### **ARTICLE 38 – CELL PHONE ALLOWANCE**

Full-time employees whose job duties include the requirement and frequent need for a cell phone will receive extra compensation, in the form of a cell phone allowance, to



cover business-related costs

A. \$20.00 per pay period will be given to staff members who may be away from their desks or not provided a landline for extended business hours

B. \$21.00 per pay period will be given to employees in a lead worker capacity.

**PLEASANT VALLEY RECREATION AND  
PARK DISTRICT**

**SEIU LOCAL 721-PVRPD EMPLOYEES**

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Mary Otten, General Manager

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Aram Agdaian, SEIU Negotiator

---

Kathryn Drewry, Human Resources Specialist

---

Revi Levi, Work Site Organizer

---

Justin Kiraly, Administrative Services  
Manager

---

Jesse Gomez, SEIU Bargaining Team

---

Matt Hernandez, SEIU Bargaining Team

---

Colin Tanner, Special Counsel/Labor  
Negotiator

---

Joey Key, SEIU Bargaining Team

Signed and dated  
this \_\_\_\_\_

Approved by the PVRPD Board of  
Directors on \_\_\_\_\_

Ratified by the SEIU Local 721–PVRPD  
Employees on \_\_\_\_

## APPENDIX A

Employees covered by the terms of this MOU include full-time and part-time-year-round employees occupying the following classifications:

### FULL TIME/PART-TIME YEAR-ROUND

1. Customer Service Representative
2. Customer Service Representative – Lead Worker
3. Grounds/Facilities I/II
4. Irrigation Specialist
5. Mechanic
6. Park Maintenance Lead Worker
7. Lead Park Ranger

### PART TIME RESTRICTED/SEASONAL/TEMPORARY

1. Park Ranger
2. Landscape Custodian
3. Office Assistant
4. Garage Technician ~~[Current incumbent, Jason England, will remain in the civil service until the Full Time/Part Time Year Round position of Mechanic can be filled]~~
5. Senior Park Ranger ~~[Current incumbent, Phil Ramirez, will remain in the civil service until the Full Time/Part Time Year Round position of Lead Park Ranger can be filled]~~

**APPENDIX B**

Upon union ratification/board approval salary schedule full-time/part-time year-round

2022-FY 2024 SALARY SCHEDULE FULL-TIME/PART-TIME YEAR-ROUND

2023-FY 2025 SALARY SCHEDULE FULL-TIME/PART-TIME YEAR-ROUND

FY 2026 SALARY SCHEDULE FULL-TIME/PART-TIME YEAR-ROUND



**CLASSIFICATIONS AND SALARY RANGES**

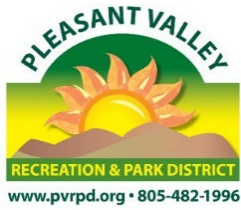
Effective July 13, 2024

5% COLA

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,757.60	\$ 2,021.24	\$ 2,284.88
F102	\$ 1,933.36	\$ 2,223.36	\$ 2,513.37
F103	\$ 2,126.70	\$ 2,445.70	\$ 2,764.71
F104	\$ 2,339.37	\$ 2,690.27	\$ 3,041.18
F105	\$ 2,573.30	\$ 2,959.30	\$ 3,345.29
F106	\$ 2,830.63	\$ 3,255.23	\$ 3,679.82
F107	\$ 3,113.70	\$ 3,580.75	\$ 4,047.80
F108	\$ 3,425.07	\$ 3,938.82	\$ 4,452.58
F109	\$ 3,767.57	\$ 4,332.71	\$ 4,897.84
F110	\$ 4,144.33	\$ 4,765.98	\$ 5,387.63
F111	\$ 4,558.76	\$ 5,242.58	\$ 5,926.39
F112	\$ 5,014.64	\$ 5,766.83	\$ 6,519.03
F113	\$ 5,516.10	\$ 6,343.52	\$ 7,170.93
F114	\$ 6,067.71	\$ 6,977.87	\$ 7,888.03

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 21.97	\$ 25.27	\$ 28.56
F102	\$ 24.17	\$ 27.79	\$ 31.42
F103	\$ 26.58	\$ 30.57	\$ 34.56
F104	\$ 29.24	\$ 33.63	\$ 38.01
F105	\$ 32.17	\$ 36.99	\$ 41.82
F106	\$ 35.38	\$ 40.69	\$ 46.00
F107	\$ 38.92	\$ 44.76	\$ 50.60
F108	\$ 42.81	\$ 49.24	\$ 55.66
F109	\$ 47.09	\$ 54.16	\$ 61.22
F110	\$ 51.80	\$ 59.57	\$ 67.35
F111	\$ 56.98	\$ 65.53	\$ 74.08
F112	\$ 62.68	\$ 72.09	\$ 81.49
F113	\$ 68.95	\$ 79.29	\$ 89.64
F114	\$ 75.85	\$ 87.22	\$ 98.60

Grade	Title
F101	Customer Service Representative I
F102	Customer Service Representative II
	Grounds Facilities I
F103	Customer Service Representative Lead Worker
	Grounds Facilities II
F105	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker



## CLASSIFICATIONS AND SALARY RANGES

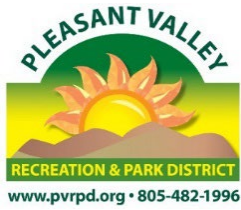
*Effective July 12, 2025*

3% COLA

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,810.40	\$ 2,081.96	\$ 2,353.52
F102	\$ 1,991.44	\$ 2,290.16	\$ 2,588.87
F103	\$ 2,190.58	\$ 2,519.17	\$ 2,847.76
F104	\$ 2,409.64	\$ 2,771.09	\$ 3,132.54
F105	\$ 2,650.61	\$ 3,048.20	\$ 3,445.79
F106	\$ 2,915.67	\$ 3,353.02	\$ 3,790.37
F107	\$ 3,207.23	\$ 3,688.32	\$ 4,169.41
F108	\$ 3,527.96	\$ 4,057.15	\$ 4,586.35
F109	\$ 3,880.75	\$ 4,462.87	\$ 5,044.98
F110	\$ 4,268.83	\$ 4,909.15	\$ 5,549.48
F111	\$ 4,695.71	\$ 5,400.07	\$ 6,104.43
F112	\$ 5,165.28	\$ 5,940.08	\$ 6,714.87
F113	\$ 5,681.81	\$ 6,534.08	\$ 7,386.36
F114	\$ 6,249.99	\$ 7,187.49	\$ 8,124.99

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 22.63	\$ 26.02	\$ 29.42
F102	\$ 24.89	\$ 28.63	\$ 32.36
F103	\$ 27.38	\$ 31.49	\$ 35.60
F104	\$ 30.12	\$ 34.64	\$ 39.16
F105	\$ 33.13	\$ 38.10	\$ 43.07
F106	\$ 36.45	\$ 41.91	\$ 47.38
F107	\$ 40.09	\$ 46.10	\$ 52.12
F108	\$ 44.10	\$ 50.71	\$ 57.33
F109	\$ 48.51	\$ 55.79	\$ 63.06
F110	\$ 53.36	\$ 61.36	\$ 69.37
F111	\$ 58.70	\$ 67.50	\$ 76.31
F112	\$ 64.57	\$ 74.25	\$ 83.94
F113	\$ 71.02	\$ 81.68	\$ 92.33
F114	\$ 78.12	\$ 89.84	\$ 101.56

Grade	Title
F101	Customer Service Representative I
F102	Customer Service Representative II
	Grounds Facilities I
F103	Customer Service Representative Lead Worker
	Grounds Facilities II
F105	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker



## CLASSIFICATIONS AND SALARY RANGES

*Effective July 11, 2026*

4% COLA

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,883.20	\$ 2,165.68	\$ 2,448.16
F102	\$ 2,071.52	\$ 2,382.25	\$ 2,692.98
F103	\$ 2,278.67	\$ 2,620.47	\$ 2,962.27
F104	\$ 2,506.54	\$ 2,882.52	\$ 3,258.50
F105	\$ 2,757.19	\$ 3,170.77	\$ 3,584.35
F106	\$ 3,032.91	\$ 3,487.85	\$ 3,942.79
F107	\$ 3,336.20	\$ 3,836.63	\$ 4,337.07
F108	\$ 3,669.82	\$ 4,220.30	\$ 4,770.77
F109	\$ 4,036.81	\$ 4,642.33	\$ 5,247.85
F110	\$ 4,440.49	\$ 5,106.56	\$ 5,772.63
F111	\$ 4,884.54	\$ 5,617.22	\$ 6,349.90
F112	\$ 5,372.99	\$ 6,178.94	\$ 6,984.89
F113	\$ 5,910.29	\$ 6,796.83	\$ 7,683.38
F114	\$ 6,501.32	\$ 7,476.52	\$ 8,451.71

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 23.54	\$ 27.07	\$ 30.60
F102	\$ 25.89	\$ 29.78	\$ 33.66
F103	\$ 28.48	\$ 32.76	\$ 37.03
F104	\$ 31.33	\$ 36.03	\$ 40.73
F105	\$ 34.46	\$ 39.63	\$ 44.80
F106	\$ 37.91	\$ 43.60	\$ 49.28
F107	\$ 41.70	\$ 47.96	\$ 54.21
F108	\$ 45.87	\$ 52.75	\$ 59.63
F109	\$ 50.46	\$ 58.03	\$ 65.60
F110	\$ 55.51	\$ 63.83	\$ 72.16
F111	\$ 61.06	\$ 70.22	\$ 79.37
F112	\$ 67.16	\$ 77.24	\$ 87.31
F113	\$ 73.88	\$ 84.96	\$ 96.04
F114	\$ 81.27	\$ 93.46	\$ 105.65

Grade	Title
F101	Customer Service Representative I
F102	Customer Service Representative II
	Grounds Facilities I
F103	Customer Service Representative Lead Worker
	Grounds Facilities II
F105	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker

**FULL TIME/PART TIME YEAR ROUND-  
CLASSIFICATIONS AND SALARY RANGES**

	2022		2022		2022		2023	
	Starting Rate		2% COLA		2% COLA		2% COLA	
	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly	Bi-Weekly
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
<b>CUSTOMER-SERVICE REP-LEAD WORKER</b>	\$1,812.34	\$2,302.75	\$1,848.58	\$2,348.81	\$1,885.55	\$2,395.78	\$1,923.27	\$2,443.70
	\$22.65	\$28.78	\$23.11	\$29.36	\$23.57	\$29.95	\$24.04	\$30.55
<b>CUSTOMER-SERVICE REP-I</b>	\$1,498.99	\$1,904.54	\$1,528.97	\$1,942.63	\$1,559.55	\$1,981.49	\$1,590.74	\$2,021.12
	\$18.74	\$23.81	\$19.11	\$24.28	\$19.49	\$24.77	\$19.88	\$25.26
<b>CUSTOMER-SERVICE REP-II</b>	\$1,648.3	\$2,094.67	\$1,681.29	\$2,136.57	\$1,714.91	\$2,179.30	\$1,749.21	\$2,222.88
	\$20.60	\$26.18	\$21.02	\$26.71	\$21.44	\$27.24	\$21.87	\$27.79
<b>PARK-MAINTENANCE-LEAD WORKER</b>	\$2,257.06	\$2,867.42	\$2,302.20	\$2,924.77	\$2,348.24	\$2,983.27	\$2,395.21	\$3,042.93
	\$28.21	\$35.84	\$28.78	\$36.56	\$29.35	\$37.29	\$29.94	\$38.04
<b>LEAD-PARK-RANGER</b>	\$2,257.06	\$2,867.42	\$2,302.20	\$2,924.77	\$2,348.24	\$2,983.27	\$2,395.21	\$3,042.93
	\$28.21	\$35.84	\$28.78	\$36.56	\$29.35	\$37.29	\$29.94	\$38.04
<b>MECHANIC</b>	\$2,257.06	\$2,867.42	\$2,302.20	\$2,924.77	\$2,348.24	\$2,983.27	\$2,395.21	\$3,042.93
	\$28.21	\$35.84	\$28.78	\$36.56	\$29.35	\$37.29	\$29.94	\$38.04
<b>IRRIGATION-SPECIALIST</b>	\$2,257.06	\$2,867.42	\$2,302.20	\$2,924.77	\$2,348.24	\$2,983.27	\$2,395.21	\$3,042.93
	\$28.21	\$35.84	\$28.78	\$36.56	\$29.35	\$37.29	\$29.94	\$38.04
<b>GROUNDS-FACILITIES-I</b>	\$1,697.28	\$2,157.50	\$1,731.23	\$2,200.65	\$1,765.85	\$2,244.67	\$1,801.17	\$2,289.56
	\$21.22	\$26.97	\$21.64	\$27.51	\$22.07	\$28.06	\$22.51	\$28.62
<b>GROUNDS-FACILITIES-II</b>	\$1,951.06	\$2,479.82	\$1,990.08	\$2,529.42	\$2,029.88	\$2,580.01	\$2,070.48	\$2,631.61
	\$24.39	\$31.00	\$24.88	\$31.62	\$25.37	\$32.25	\$25.88	\$32.90

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**RESOLUTION NO. 774**

**RESOLUTION TO ACCEPT, ADOPT AND IMPLEMENT THE  
TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF  
UNDERSTANDING BETWEEN THE PLEASANT VALLEY RECREATION  
AND PARK DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 721**

**WHEREAS**, the Memorandum of Understanding (“MOU”) between the Pleasant Valley Recreation and Park District (“PVRPD” or “District”) and Service Employees International Union, Local 721 (“SEIU” or “Union”) expired on June 30, 2024.

**WHEREAS**, Section 3505 of the Government Code requires the governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of a recognized employee organization, as defined in subdivision (b) of Section 3501.

**WHEREAS**, SEIU has been formally recognized by the District as the employee organization representing employees of the District pursuant to subdivision (b) of Section 3501.

**WHEREAS**, the District and SEIU (collectively, “Parties”) commenced negotiations by means of in person meetings beginning on March 27, 2024 through the present, wherein proposals were exchanged at the bargaining table in conformity with the requirements of Section 3505 of the Government Code.

**WHEREAS**, on June 7, 2024, the authorized representatives of the District and SEIU reached a tentative agreement on the terms for a successor MOU, the deal points of which are set forth within the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (“Tentative Agreement”) which was ratified by the Union and then affirmed and executed by the labor representatives of the respective Parties on June 21, 2024.

**WHEREAS**, Government Code Section 3505.1 provides that, where a tentative agreement is reached by the authorized representatives of a public agency and a recognized employee organization or recognized employee organizations, the governing body of the public agency shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** That the Board of Directors of the Pleasant Valley Recreation and Park District hereby accepts, adopts and implements the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721, a fully executed copy of which is attached hereto and by this reference made a part hereof.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3rd day of July, 2024, by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District

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

**TO: BOARD OF DIRECTORS**

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

**DATE: July 3, 2024**

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION  
NO. 775, ADOPTING A NEW SALARY SCHEDULE  
EFFECTIVE JULY 2024, JULY 2025, AND JULY 2026  
WITH A COST-OF-LIVING ADJUSTMENT FOR FULL-  
TIME AND PART-TIME YEAR-ROUND EMPLOYEES**

**BACKGROUND**

The District's updated compensation structure and assignment of all District positions serve as a foundational document for managing compensation. This new structure consists of fourteen (14) unique pay grades. It provides transparency and consistency in how salaries are structured and adjusted over time, aligning with organizational and regulatory changes. By maintaining and updating the salary schedule under these conditions, the District can effectively manage compensation strategies, attract talent, and maintain employee satisfaction through fair and equitable pay practices.

The purpose of a Salary Schedule is to provide a reference tool for hiring staff and determining merit increases. This ensures consistency and fairness in how salaries are determined based on job classifications and performance evaluations. By establishing clear salary ranges for different positions, the salary schedule helps standardize compensation across the organization, promoting equity and transparency.

Updates are typically made to the salary schedule under the following circumstances:

- **Job Classification Changes:** When new job classifications are added or existing ones are modified, reflecting changes in roles and responsibilities within the organization. This ensures that the salary schedule remains relevant and accurately reflects the current job market and organizational structure.
- **Minimum Wage Adjustments:** When there are changes in minimum wage laws or regulations that affect the base pay level across the organization. These adjustments ensure compliance with legal requirements and help maintain competitive pay rates.
- **Board-Awarded COLA:** When the organization's board or governing body awards a Cost-of-Living Adjustment (COLA), it ensures that salary levels keep pace with inflation, market rates, and economic changes. This helps preserve employees' purchasing power aligning with the classification and compensation recommendation.

## **ANALYSIS**

As part of the District's updated Classification and Compensation study, a 30% spread between positions was recommended to combat pay compression, establish clear career progression for employees, and allow the District to administer an equitable pay system. This year, staff is presenting a three-year salary schedule which coincides with the Memorandum of Understanding (MOU) with SEIU as this will be a three-year agreement. The MOU document outlines various terms and conditions, including salary adjustments.

The COLAs agreed upon in the MOU are designed to counteract inflation and preserve the real value of employees' wages over time. This helps ensure that employees' purchasing power remains relatively stable despite economic changes. The current salary schedule will be as follows:

- Year 1 – 2024/2025 – 5%: This substantial increase addresses recent inflation trends and provides a significant boost to employees' salaries.
- Year 2 – 2025/2026 – 3%: A moderate increase that continues to counteract inflation while ensuring sustainable financial planning.
- Year 3 – 2026/2027 – 4%: An increase that reflects anticipated economic conditions and maintains the competitiveness of the salary structure.

These increases are part of a structured approach to keep compensation competitive and aligned with economic conditions over the duration of the three-year period. They reflect efforts to maintain fair and equitable compensation for employees within the District, which will encourage employee retention.

The Board has historically decided to align COLAs for unrepresented employees with the represented staff, this practice provides equity and organizational cohesion and aligns with the District's updated classification and compensation study recommendations. By offering comparable COLAs, the Board acknowledges the value of maintaining competitive compensation and equitable treatment across the workforce. This policy underscores the Board's commitment to maintaining equitable compensation practices and ensuring that all employees, whether represented by a union or not, benefit from adjustments that reflect economic conditions and inflation rates negotiated through MOUs or other agreements.

## **FISCAL IMPACT**

There is no additional fiscal impact for Fiscal Year 2024/2025, as the COLA has been included in the budget. The 3% COLA in Fiscal Year 2025/2026 would add an estimated \$95,000 to Personnel Costs and an estimated \$130,000 for a 4% COLA to Personnel Costs in Fiscal Year 2026/2027.

## **STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goal and Strategy

- 5.1: Position the District to attract and retain high-quality employees.

## **RECOMMENDATION**

It is recommended the Board approve Resolution No. 775, adopting a new three-year salary schedule effective July 2024, July 2025, and July 2026 with a cost-of-living adjustment for full-time and part-time year-round employees.

**ATTACHMENTS**

- 1) Fiscal Year 2024/2025 Salary Schedule (1 page)
- 2) Fiscal Year 2025/2026 Salary Schedule (1 page)
- 3) Fiscal Year 2026/2027 Salary Schedule (1 page)
- 4) Resolution No. 775 (2 pages)



## CLASSIFICATIONS AND SALARY RANGES

*Effective July 13, 2024*

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,757.60	\$ 2,021.24	\$ 2,284.88
F102	\$ 1,933.36	\$ 2,223.36	\$ 2,513.37
F103	\$ 2,126.70	\$ 2,445.70	\$ 2,764.71
F104	\$ 2,339.37	\$ 2,690.27	\$ 3,041.18
F105	\$ 2,573.30	\$ 2,959.30	\$ 3,345.29
F106	\$ 2,830.63	\$ 3,255.23	\$ 3,679.82
F107	\$ 3,113.70	\$ 3,580.75	\$ 4,047.80
F108	\$ 3,425.07	\$ 3,938.82	\$ 4,452.58
F109	\$ 3,767.57	\$ 4,332.71	\$ 4,897.84
F110	\$ 4,144.33	\$ 4,765.98	\$ 5,387.63
F111	\$ 4,558.76	\$ 5,242.58	\$ 5,926.39
F112	\$ 5,014.64	\$ 5,766.83	\$ 6,519.03
F113	\$ 5,516.10	\$ 6,343.52	\$ 7,170.93
F114	\$ 6,067.71	\$ 6,977.87	\$ 7,888.03

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 21.97	\$ 25.27	\$ 28.56
F102	\$ 24.17	\$ 27.79	\$ 31.42
F103	\$ 26.58	\$ 30.57	\$ 34.56
F104	\$ 29.24	\$ 33.63	\$ 38.01
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F106	\$ 35.38	\$ 40.69	\$ 46.00
F107	\$ 38.92	\$ 44.76	\$ 50.60
F108	\$ 42.81	\$ 49.24	\$ 55.66
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F113	\$ 68.95	\$ 79.29	\$ 89.64
F114	\$ 75.85	\$ 87.22	\$ 98.60

Grade	Title
F101	Customer Service Representative I
	Recreation Specialist
F102	Customer Service Representative II
	Grounds Facilities I
	Marketing Specialist
F103	Customer Service Representative Lead Worker
	Grounds Facilities II
F104	Accounting Specialist
F105	HR Specialist
	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker
	Recreation Coordinator
F107	Administrative Analyst
	Development Analyst
	Parks Supervisor
	Recreation Supervisor
F109	Recreation Manager
F110	Park Services Manager
F112	Administrative Services Manager
F114	General Manager



## CLASSIFICATIONS AND SALARY RANGES

*Effective July 12, 2025*

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,810.40	\$ 2,081.96	\$ 2,353.52
F102	\$ 1,991.44	\$ 2,290.16	\$ 2,588.87
F103	\$ 2,190.58	\$ 2,519.17	\$ 2,847.76
F104	\$ 2,409.64	\$ 2,771.09	\$ 3,132.54
F105	\$ 2,650.61	\$ 3,048.20	\$ 3,445.79
F106	\$ 2,915.67	\$ 3,353.02	\$ 3,790.37
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F108	\$ 3,527.96	\$ 4,057.15	\$ 4,586.35
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F110	\$ 4,268.83	\$ 4,909.15	\$ 5,549.48
F111	\$ 4,695.71	\$ 5,400.07	\$ 6,104.43
F112	\$ 5,165.28	\$ 5,940.08	\$ 6,714.87
F113	\$ 5,681.81	\$ 6,534.08	\$ 7,386.36
F114	\$ 6,249.99	\$ 7,187.49	\$ 8,124.99

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 22.63	\$ 26.02	\$ 29.42
F102	\$ 24.89	\$ 28.63	\$ 32.36
F103	\$ 27.38	\$ 31.49	\$ 35.60
F104	\$ 30.12	\$ 34.64	\$ 39.16
F105	\$ 33.13	\$ 38.10	\$ 43.07
F106	\$ 36.45	\$ 41.91	\$ 47.38
F107	\$ 40.09	\$ 46.10	\$ 52.12
F108	\$ 44.10	\$ 50.71	\$ 57.33
F109	\$ 48.51	\$ 55.79	\$ 63.06
F110	\$ 53.36	\$ 61.36	\$ 69.37
F111	\$ 58.70	\$ 67.50	\$ 76.31
F112	\$ 64.57	\$ 74.25	\$ 83.94
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F105	HR Specialist
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	Mechanic
	Park Maint Lead Worker
	Recreation Coordinator
F107	Administrative Analyst
	Development Analyst
	Parks Supervisor
	Recreation Supervisor
F109	Recreation Manager
F110	Park Services Manager
F112	Administrative Services Manager
F114	General Manager





## CLASSIFICATIONS AND SALARY RANGES

Effective July 11, 2026

Bi-Weekly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 1,883.20	\$ 2,165.68	\$ 2,448.16
F102	\$ 2,071.52	\$ 2,382.25	\$ 2,692.98
F103	\$ 2,278.67	\$ 2,620.47	\$ 2,962.27
F104	\$ 2,506.54	\$ 2,882.52	\$ 3,258.50
F105	\$ 2,757.19	\$ 3,170.77	\$ 3,584.35
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F108	\$ 3,669.82	\$ 4,220.30	\$ 4,770.77
F109	\$ 4,036.81	\$ 4,642.33	\$ 5,247.85
F110	\$ 4,440.49	\$ 5,106.56	\$ 5,772.63
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F112	\$ 5,372.99	\$ 6,178.94	\$ 6,984.89
F113	\$ 5,910.29	\$ 6,796.83	\$ 7,683.38
F114	\$ 6,501.32	\$ 7,476.52	\$ 8,451.71

Hourly Salary			
Grade	Minimum	Midpoint	Maximum
Full-Time Pay Plan			
F101	\$ 23.54	\$ 27.07	\$ 30.60
F102	\$ 25.89	\$ 29.78	\$ 33.66
F103	\$ 28.48	\$ 32.76	\$ 37.03
F104	\$ 31.33	\$ 36.03	\$ 40.73
F105	\$ 34.46	\$ 39.63	\$ 44.80
F106	\$ 37.91	\$ 43.60	\$ 49.28
F107	\$ 41.70	\$ 47.96	\$ 54.21
F108	\$ 45.87	\$ 52.75	\$ 59.63
F109	\$ 50.46	\$ 58.03	\$ 65.60
F110	\$ 55.51	\$ 63.83	\$ 72.16
F111	\$ 61.06	\$ 70.22	\$ 79.37
F112	\$ 67.16	\$ 77.24	\$ 87.31
F113	\$ 73.88	\$ 84.96	\$ 96.04
F114	\$ 81.27	\$ 93.46	\$ 105.65

Grade	Title
F101	Customer Service Representative I
	Recreation Specialist
F102	Customer Service Representative II
	Grounds Facilities I
	Marketing Specialist
F103	Customer Service Representative Lead Worker
	Grounds Facilities II
F104	Accounting Specialist
F105	HR Specialist
	Irrigation Specialist
	Lead Park Ranger
	Mechanic
	Park Maint Lead Worker
	Recreation Coordinator
F107	Administrative Analyst
	Development Analyst
	Parks Supervisor
	Recreation Supervisor
F109	Recreation Manager
F110	Park Services Manager
F112	Administrative Services Manager
F114	General Manager

## RESOLUTION NO. 775

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING A NEW SALARY SCHEDULE EFFECTIVE JULY 2024, JULY 2025 AND JULY 2026 WITH A COST OF LIVING ADJUSTMENT FOR FULL TIME AND PART TIME YEAR-ROUND EMPLOYEES

**WHEREAS**, the Pleasant Valley Recreation and Park District ("District") has a commitment to maintain a fair and competitive compensation program to attract, retain, and motivate a highly skilled workforce; and

**WHEREAS**, it is the policy of the District to review salary schedules annually to account for changes in the cost of living as reflected in the Consumer Price Index and other relevant economic indicators; and

**WHEREAS**, the Board of Directors has reviewed the current economic conditions and determined that a cost-of-living adjustment (COLA) is appropriate and necessary to maintain the competitiveness of the District's compensation program; and

**WHEREAS**, the proposed salary schedules with the associated COLAs has been reviewed and recommended for approval; and

#### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1: Fiscal Year 2025. The salary schedule attached hereto as Exhibit A, which includes a 5% cost of living adjustment (COLA), is hereby adopted as the official salary schedule of the District effective July 13, 2024.

Section 2: Fiscal Year 2026. The salary schedule attached hereto as Exhibit B, which includes a 3% cost of living adjustment (COLA), is hereby adopted as the official salary schedule of the District effective July 12, 2025.

Section 3: Fiscal Year 2027. The salary schedule attached hereto as Exhibit C, which includes a 4% cost of living adjustment (COLA), is hereby adopted as the official salary schedule of the District effective July 11, 2026.

Section 4: Effective Date. This resolution shall take effect immediately upon its adoption.

**BE IT FURTHER RESOLVED** that the District's Administrative Services Manager is hereby authorized and directed to implement the new salary schedules in accordance with the District's payroll procedures.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3rd day of July 2024 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mark Malloy, Chair, Board of Directors  
Pleasant Valley Recreation and Park District

Attested:

\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: July 3, 2024**

**SUBJECT: CONSIDERATION AND APPROVAL OF A SECOND READING FOR THE ADOPTION OF ORDINANCE NO. 15 TO ESTABLISH AN INFORMAL BID PROCESS UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCCAA), ADOPTION OF RESOLUTION NO. 776 TO BECOME SUBJECT TO THE CUPCCAA, AND ADOPTION OF RESOLUTION NO. 777 UPDATING THE PURCHASING POLICY TO CONFORM TO THE CUPCCAA**

**SUMMARY**

It is recommended the Board review and adopt Ordinance No. 15, which establishes an informal bid process for public construction projects in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), thus currently enabling informal bidding processes for projects up to \$200,000 and no bid requirements for projects up to \$60,000. In addition to Ordinance No. 15, it is recommended the Board adopt Resolutions No. 776, formally becoming subject to CUPCCAA, and No. 777, updating the Purchasing Policy to conform to CUPCCAA.

**BACKGROUND**

The District currently follows bid thresholds established prior to CUPCCAA. The existing thresholds established in the California Public Contract Code Section 20815.1 require formal bidding for projects exceeding \$25,000, which often leads to longer project timelines and higher administrative costs due to the extensive procedures involved.

The California Uniform Public Construction Cost Accounting Act, found in the California Public Contract Code Sections 22000-22050, provides a framework for uniform cost accounting standards, and streamlined bidding processes for public agencies. CUPCCAA currently allows for informal bidding on projects up to \$200,000 and no bid requirements for projects up to \$60,000. In order to utilize these thresholds through CUPCCAA, the District needs to adopt an informal bid ordinance.

It is important to note that the passage of Ordinance No. 15 pertains solely to the adoption of the informal bid process. In addition to Ordinance No. 15, the Board will need to adopt Resolution No. 776 which is required for the District to become subject to CUPCCAA. The Board will also need to adopt Resolution No. 777 which will update the District's Purchasing Policy to be in line with the requirements and purchasing thresholds of CUPCCAA, as well as increasing the General Manager's purchasing threshold to the lower limit of CUPCCAA, currently at \$60,000.

### **ANALYSIS**

Ordinance No. 15 establishes that public projects up to the upper limit threshold of CUPCCAA, currently set at \$200,000, can be contracted using informal bid procedures as per Section 22032 of the California Public Contract Code. It mandates compliance with Section 22034 for maintaining a list of qualified contractors and specifies the process for circulating notices inviting informal bids, either through direct communication to listed contractors or via construction trade journals. The ordinance also grants the General Manager the authority to award informal contracts, pending Board approval for specific projects, thereby streamlining, and expediting the procurement process for the District.

Passing Ordinance No. 15 to establish an informal bidding process, and the adoption of Resolutions No. 776 and No. 777, will offer several advantages for the District:

1. **Efficiency:** Adopting the \$200,000 threshold for informal bidding will significantly reduce the time and administrative burden associated with the formal bidding process for smaller projects. This change will streamline project timelines, allowing for quicker initiation and completion of projects.
2. **Cost Savings:** By minimizing the administrative costs associated with formal bidding and enabling faster project execution, the District can achieve notable cost savings. Additionally, the flexibility to perform smaller projects in-house or with no bid process up to \$60,000 can further reduce costs related to external contractors.
3. **Local Participation:** Higher informal bidding thresholds will encourage more local and smaller contractors to participate in the bidding process. This increased competition can lead to more competitive pricing and foster greater community involvement in District projects.

Potential challenges include ensuring compliance with CUPCCAA standards and maintaining transparency and accountability in the bidding process. Most of these requirements are items the District currently follows, so there will be few changes in operations. These concerns can be addressed through comprehensive staff training and minor updates to our accounting practices to align with CUPCCAA guidelines.

Fiscal analysis indicates that the reduced administrative burden and expedited project timelines could result in cost savings. Furthermore, the ability to perform smaller projects in-house will further reduce costs associated with hiring external contractors.

### **FISCAL IMPACT**

The fiscal impact of adopting CUPCCAA thresholds is anticipated to be positive. The District expects to achieve cost savings in administrative expenses and overall project costs. Implementing

in-house capabilities for smaller projects and using informal bidding for mid-sized projects will streamline operations and reduce expenditures. There is no immediate cost to the District for adopting these thresholds.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goal and Strategy

- 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

### **RECOMMENDATION**

It is recommended that the Board review and approve Ordinance No. 15 by:

1. Making a MOTION to adopt Ordinance No. 15 by approving the second reading to adopt Ordinance No. 15 titled – *Ordinance No. 15, An Ordinance of the Pleasant Valley Recreation and Park District to Provide Informal Bidding Procedures Under The Uniform Public Construction Cost Accounting Act (Section 22000, et seq. of the Public Contract Code)*.
2. Making a MOTION to adopt Resolution No. 776 making the District subject to the California Uniform Public Construction Cost Accounting Act (CUPCCAA).
3. Making a MOTION to adopt Resolution No. 777 updating the District’s Purchasing Policy.

### **ATTACHMENTS**

- 1) Ordinance No. 15 (2 pages)
- 2) Resolution No. 776 (1 page)
- 3) Resolution No. 777 (2 pages)
- 4) Purchasing Policy – Redline (13 pages)
- 5) Purchasing Policy – Clean (12 pages)

## **ORDINANCE NO. 15**

### **AN ORDINANCE OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)**

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

#### **Article 1**

##### **Section 101 - Informal Bid Procedures**

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

##### **Section 102 - Contractors List**

The agency shall comply with the requirements of Public Contract Code Section 22034.

##### **Section 103 - Notice Inviting Informal Bids**

Where a public project is to be performed which is subject to the provisions of the California Uniform Public Construction Cost Accounting Act, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1. Notices inviting informal bids may be mailed, faxes, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 102,
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code.

Additional contractors and/or construction trade journals may be notified at the discretion of the General manager, provided however:

- (1) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

##### **Section 104. Award of Contracts**

The General Manager may be authorized to award informal contracts pursuant to this Section if approved by the Board of Directors for the specific project being awarded.

**Article 2**

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Supervisors voting for and against the same in the Ventura County Star, a newspaper of general circulation published in the County of Ventura.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3rd day of July 2024 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mark Malloy, Chair, Board of Directors  
Pleasant Valley Recreation and Park District

ATTESTED:

\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District



**RESOLUTION NO. 776**

**RESOLUTION OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES**

**WHEREAS**, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

**WHEREAS**, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard; and

**WHEREAS**, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

That the Pleasant Valley Recreation and Park District, California, hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended and directs that the General Manager notify the State Controller forthwith of this election.

This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3rd day of July 2024 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mark Malloy, Chair, Board of Directors  
Pleasant Valley Recreation and Park District

ATTESTED:

\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District

## **RESOLUTION NO. 777**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING RULES AND REGULATIONS PERTAINING TO THE PURCHASE OF SUPPLIES, EQUIPMENT AND RELATED SERVICES; REVIEW AND AUTHORIZATION OF PROJECTS WITHIN THE SCOPE OF PUBLIC CONTRACT CODE §22000 ET SEQ.; AND CREDIT CARD LIMITS**

**WHEREAS**, California Public Resources Code § 5786.15 requires recreation and park districts to adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment; and

**WHEREAS**, such policies and procedures are to be adopted in accordance with California Government Code § 54201 et. seq.; and

**WHEREAS**, the Board of Directors ("Board") of the Pleasant Valley Recreation And Park District ("District") wishes to establish policies and procedures regarding the purchase of supplies, equipment and related services; and

**WHEREAS**, the Board additionally desires to review and authorize any prospective new construction, alterations, maintenance, repairs, materials, or supplies as those items are defined within the meaning of Public Contract Code § 22000 et seq., currently established for those in excess of \$60,000, prior to the District advertising for formal or informal bids or entering into discussions for negotiated procurement or acquisition by other means for such items; and

**WHEREAS**, it is necessary for the efficiency of the District's operations to delegate responsibility and authority to certain specific District employees who will carry out these responsibilities on a day-to-day basis; and

**WHEREAS**, the Board wishes to repeal previously-adopted Resolution No 713, dated June 1, 2022;

#### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

District Resolution No.713, dated June 1, 2022, is hereby repealed in its entirety; and

The attached Purchasing Policy is Adopted in full effective immediately; and

The General Manager is designated authority to make emergency contracts without bids, as outlined and defined in Public Contract Code § 22050

**PASSED AND ADOPTED THIS 3<sup>rd</sup> day of July 2024 by the following vote:**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mark Malloy, Chair, Board of Directors  
Pleasant Valley Recreation and Park District

ATTESTED:

\_\_\_\_\_  
Jordan Roberts, Secretary  
Pleasant Valley Recreation and Park District

## POLICY

### PURPOSE

This policy shall be known as the Purchasing Policy, effective upon adoption, and may be cited as such. Its purposes are to establish policies and procedures for the purchase of supplies, equipment, and related services at the lowest possible cost commensurate with the quality needed; exercise positive financial control over purchases; review and authorize those items contained within the scope of Public Contract Code § ~~20815.122000~~ et seq, also known as the California Uniform Public Construction Cost Accounting Act (CUPPCA), ~~which are in excess of \$25,000~~, prior to efforts by District staff to initiate acquisition of such items; and clearly define authority for the purchasing function:

### PART I DEFINITIONS

The definitions given in this section shall be used in the interpretation of this Policy unless another meaning for the word is apparent from the context:

- a. "Board" means the District Board of Directors.
- b. "District" means the Pleasant Valley Recreation & Park District.
- c. "Emergency" means circumstances or conditions that pose, an immediate threat to public health, welfare, or safety as determined by the General Manager in which little or no time exists to seek Board action or approval, if otherwise such action or approval were required.
- d. "General Manager" means the Pleasant Valley Recreation & Park District General Manager as designated by the District Board of Directors.
- e. "Impossible" means actual impossibility or extremely and unreasonably difficult or expensive.
- f. "Impractical" means incapable of being adequately or reasonably performed by the bid procedure.
- g. "Incongruous" means not suitable or compatible with the bid procedure.
- h. "Negotiated Procurement" means any contract awarded as a result of negotiations rather than competitive bids.

Public Contracts Code 22002 states:

- a) "Public agency" for purposes of this chapter, means a city, county, city and county, including chartered cities and chartered counties, any special district, and any other agency of the state for the local performance of governmental or proprietary functions within limited boundaries. "Public agency" also includes a nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- b) "Representatives of the construction industry" for purposes of this chapter, means a general contractor, subcontractor, or labor representative with experience in the field of public works construction.
- c) "Public project" means any of the following:
  - 1) Construction reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
  - 2) Painting or repainting of any publicly owned, leased, or operated facility.
  - 3) In the case of a publicly owned utility system, "public project" shall include only the construction erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- c) "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:
  - 1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
  - 2) Minor repainting.
  - 3) Resurfacing of streets and highways at less than one inch.
  - 4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
  - 5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- e) For purposes of this chapter, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.

Public Contracts Code ~~20815.122032~~ currently states:

- ~~(a) All contracts for new construction estimated to cost in excess of twenty five thousand dollars (\$25,000) shall be let to the lowest responsible bidder after competitive bidding~~
- ~~(b) All contracts for alterations, maintenance, or repairs estimated to cost in excess of twenty five thousand dollars (\$25,000) shall be let to the lowest responsible bidder after competitive bidding.~~
- ~~(c) All contracts for materials and supplies not related to new construction, alterations, maintenance, or repairs estimated to cost in excess of twenty five thousand dollars (\$25,000) shall be let to the lowest responsible bidder after competitive bidding.~~
- ~~(d) A district may purchase in the open market without calling for bids, materials and supplies estimated to cost less than twenty five thousand (\$25,000) for use in the work either under contract or by force account.~~
  - a) Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
  - b) Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in this article.
  - c) Public projects of more than two hundred thousand dollars (\$200,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

- i. "Purchase" includes buying or paying in full for an item or service, rental of equipment or lease of equipment.
- j. "Supplies, equipment, and related services" means all supplies, equipment, and services generally referred to as part of the services and supplies and/or fixed assets series in the District expense accounts, including those expenses related to the maintenance and servicing of District equipment and property.

## **ADMINISTRATION RULES AND PROCEDURES**

The General Manager shall issue and enforce such administrative rules and procedures as required and necessary to carry out the intent and purposes of this Policy. Among these shall be a prohibition against "splitting" orders to avoid established purchasing or contracting requirements.

### **GENERAL MANAGER**

The General Manager shall have authority to:

- a. Purchase or contract for supplies, equipment and related services, projects and other items required by the District in accordance with the purchasing policies set forth in this Policy, and such administrative rules and procedures as shall be issued by the General Manager from time to time;
- b. Negotiate and recommend the execution of contracts for the purchase of supplies, equipment, & related services; and other projects and items as set forth in this Policy;
- c. Act to procure the needed quality in supplies, equipment, related services and other projects and items at the least overall expense to the District;
- d. Endeavor to obtain as full and open competition as reasonable on purchases;
- e. Prepare, update, and implement rules and procedures governing the purchasing of supplies, equipment, and related services and other projects and items for the District;
- f. Keep informed of current developments in the field of purchasing as well as prices, market conditions, and new products;
- g. Prescribe and maintain such records as are reasonably necessary to document compliance with the provisions of this Policy and other administrative rules and regulations;
- h. Maintain records needed for efficient operation of the purchasing function.

## PART II AUTHORIZATION TO PURCHASE SUPPLIES, EQUIPMENT AND RELATED SERVICES

### AUTHORIZATION BY BOARD OF DIRECTORS

The Board of Directors must specifically authorize the purchase of any supplies, equipment, or related services having an estimated value greater than the lowest threshold of Public Contracts Code 22032, currently \$25,00060,000. For those projects and items in excess of the lowest threshold of Public Contracts Code 22032, currently, \$25,00060,000 and subject to Public Contract Code § ~~20815.122000~~ et seq., CUPCCA, the Board ~~in accordance with Section 501~~ must first authorize District staff to initiate acquisition as specified in Sections 301 through 304 herein and may authorize the General Manager to award contracts subject to the informal bid process as outlined in Public Contract Code 22032 and Ordinance 15, on a case by case basis.

### SPECIFIC AUTHORIZATION FOR GENERAL MANGER TO PURCHASE

Purchase of any supplies, equipment or related services having an estimated value of the lowest threshold of Public Contracts Code 22032, currently \$25,000~~60,000~~ or less may be authorized by the General Manager without prior authorization from the Board of Directors. The General Manager shall require that such purchases or contracts be made in conformance with this policy, and the General Manager may further require periodic reports from District employees regarding purchases and contracts made under such authorization.

## **PURCHASING THRESHOLDS**

Purchases up to \$5,000: The authority to award is vested with the Department Manager or General Manager. Comparative pricing is not required but must be used when practical. Prudent judgment must be used at all times. All departments may purchase goods, equipment and services up to \$5,000 without competitive bidding.

Purchases over \$5,000 and up to the lowest threshold of Public Contracts Code 22032, currently \$25,000~~60,000~~: The authority to award is the General Manager. All departments must endeavor to obtain three (3) written bids.

Purchases over the lowest threshold of Public Contracts Code 22032, currently \$25,000~~60,000~~ and up to the highest threshold of Public Contracts Code 22032, currently \$200,000: The authority to award is vested with the Board of Directors after the informal bid process as outlined in CUPCCA 22034 and Ordinance 15, and may be delegated to the General Manager on a case by case basis.

Purchases over the highest threshold of Public Contracts Code 22032, currently \$200,000: The authority to award is vested with the Board of Directors after the formal bid process.

## **SOLE SOURCE PURCHASES**

Unique goods, equipment and services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing District products are exempt from the competitive bidding requirement and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. Proprietary items are those held under exclusive title, trademark or copyright by a private person or company. A proprietary distributorship would also apply.

Specifications which lead to sole source purchases must be avoided whenever possible as they minimize or eliminate competition, unless warranted by the circumstance in the preceding paragraph.



Use of brand names in a specification must be for the purpose of describing the standard of quality, performance, and characteristics the District desires and not be intended to limit or restrict competition and should be followed by the phrase “or equal”.

All sole source purchases must include written documentation supporting the determination of a sole source, signed by the General Manager and the Department Manager.

Purchasing thresholds referenced in the “Purchasing Thresholds” section apply to sole source purchases.

### **URGENCY PURCHASES**

Urgency purchases may be made without competitive bidding when time is of the essence, and must be made under the provisions of Public Contract Code § 22050 and only for the following reasons:

- a. To preserve or protect life, health, or property: or
- b. Upon natural disaster: or
- c. To forestall a shutdown of essential public services: or
- d. For reasons determined by the General Manager.

Since urgency purchases do not normally provide the District an opportunity to obtain competitive quotes or properly encumber funds, sound judgement shall be used in keeping such purchases to an absolute minimum.

The Board of Directors delegates authority to the General Manager to authorize urgency purchases. Anytime the total cost exceeds the lowest threshold of Public Contracts Code 22032, currently \$60,000,25,000 in the aggregate for a single urgency purchase, Board of Directors ratification is required not later than seven days after the action, or at the next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and must be reviewed at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless the General Manager has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. within 30 days.

### **SELECTION OF CONSULTANTS FOR PROFESSIONAL SERVICES FOR CONTINUING SERVICES**

Professional consultants providing auditing, engineering, environmental, landscape architecture or other similar services may be retained on a contractual basis to provide professional services. The Department Manager, with the approval of the General Manager, may contract on a project-by-project or on a retainer basis for additional work/services without going through RFP (Request for Proposal) and

selection process. At least every three (3) to five (5) years, these arrangements must be reviewed, and every effort must be made to receive proposals from at least (3) consultants to perform the same services. This is to ensure the District is receiving the best value for, and performance level of, services contracted.

If every effort has been made to obtain (3) three or more bids staff can make a recommendation to the Board of Directors to move forward with the Proposal or Proposals that were submitted that meet the requirements of the District.

### ENCUMBRANCE OF FUNDS

Except in cases of emergency, no contract or purchase order shall be issued for supplies, equipment or related services unless there exists an unencumbered appropriation against which the current fiscal year's portion of such purchase is to be charged, or unless authorized by the Board.

### PART III - PURCHASE OF SUPPLIES, EQUIPMENT, AND RELATED SERVICES; AND CONTRACTS SUBJECT TO PUBLIC CONTRACT CODE § 20815.1(a) ET SEQ.

#### FORMAL BIDDING PROCEDURES

Except as otherwise provided in this Policy, the following formal bidding procedures shall apply to purchases of supplies, equipment and related services, and those contracts subject to the provisions of Public Contract Code § ~~220000815.1~~ et seq., or CUPCCA, having an estimated value greater than \$~~200,000~~25,000. Unless otherwise provided, bidding shall also comply with any applicable requirements of Public Contract Code section ~~2200020815.1~~ et seq.

- a. Notice Inviting Bid. Notices inviting bids shall include 1) a general description of the supplies, equipment, or related services to be purchased or work to be performed; 2) the location where bid blanks and specifications may be secured, 3) the deadline for bid submissions, and 4) the time and place for opening bids. No bids shall be accepted after the bid submission deadline.
  - ~~i.~~ i. Published Notices. Notices inviting bids shall be published once in a local newspaper of general circulation at least seven (~~147~~) days before the date of the bid opening.
  - ii. Trade Journal Notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036 of CUPCCA. The notice shall be sent at least 15 calendar days before the date of opening the bids.

- ii. Bidders List. The General Manager, to the extent possible, may shall maintain a list of prospective suppliers offering supplies, equipment, and project and related services for purchase to the District. The General Manager shall solicit sealed bids from responsible prospective suppliers whose names are on the bidders list or who have requested their names to be added thereto, or who are otherwise known by the General Manager to be prospective suppliers.
- b. Bid Opening Procedure. Sealed bids shall be submitted to the General Manager and be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the Notice Inviting Bid. A tabulation of all bids received shall be available for public inspection during regular business hours for a period of not less than fifteen (15) calendar days after the bid opening.
- c. Award of Bids. Bids shall be awarded to the lowest responsible and responsive bidder provided that as allowed by law, the Board in its sole discretion may give consideration to factors other than price (for example, product quality and ability to meet District requirements) when such factors are identified in District specifications or are related to availability of merchandise or relevant administrative considerations. In such instances, the Board may award bids to other than the lowest responsible and responsive bidder. In adopting this Policy, it is the intent of the Board that the District not be held to the extent of statutory provisions and judicial interpretations.
- d. Tie Bids. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if, in the Boards discretion, the public interest will not permit the delay of re-advertising for bids, the Board may accept whichever bid it chooses or accept the lowest bid by negotiation with the bidders at the time of its next regularly-scheduled meeting
- e. Rejection of Bids. At its discretion, the Board may reject any and all bids presented and abandon the project or re-advertise for bids. The Board may also waive any and all irregularities in any bid. The Board may also, by four fifths vote, elect to purchase materials or supplies in the open market, or elect to construct the building, structure or improvement by force account, in a manner authorized by Public Contract Code §2203820815.3.
- f. Bid Protest – Any party that submitted a bid for the Project may file a protest regarding the purchasing decision authorized.
  - i. Notice of Decision: After a decision regarding a bid award has been made, the District will post a notice of intended award on the District website. If a bidder is rejected because the bid is found non-responsive or because the bidder is deemed not responsible, the District will give written notice to said bidder of evidence reflecting such decision.
  - ii. Time to File Protest: All protests must be submitted to the District’s Clerk of the Board by email within five (5) business days from the date on the notice of intended award.

- iii. Form of Protest: All protests must be in writing, state the factual basis for the protest, state the facts relevant to the protest, and all evidentiary support to rebut adverse evidence that it or another bidder was either non-responsive or not responsible. All protests have to be filed in accordance with the instructions contained in the Notice Inviting Bid.
- iv. Protest Review: The Department Manger will review all timely protests and recommend that the General Manager or Board of Directors, either reject the protest and award to the responsible and responsive bidder or accept the protest and award the bid to the next responsible and responsive bidder.
- v. Hearing on Protest: A hearing will be set within a reasonable time to provide a decision before final approval of the selected low bid.
- vi. Appeal of General Manager's Decision to Board of Directors: Such appeals can either be in writing or email and must filed with the Clerk of the Board within five (5) business days from the date of the General Manager's decision.
- vii. Failure to Timely Appeal: A bidder who fails to file a protest or appeal within the times set forth in this section waives any right to protest the issue further. No appeal of any once the contract with awarded bidder has been issued.

**EXEMPTIONS FROM BIDDING:**

- a. Legal Services
  - i. Anything related to existing or threatened litigation
  - ii. Anything that protects attorney-client privileged records or discussion
- b. Anything relating to a confidential on-going investigation and other confidential police business
- c. Advertising (airtime/newspaper/magazine ad space, not advertising agencies or design services)
- d. Government printed publications
- e. Subscriptions to publications
- f. Travel payments made directly to hotels, motels, airlines or for other transportation
- g. Insurance and claim settlements
- h. Legal brief printing and transcription
- i. Membership to professional organizations
- j. Credit card payments to a bank
- k. Contracts with other governmental entities

- l. Permit fees
- m. Postage
- n. Real Property purchases, escrow fees, and lease payments
- o. Utilities
- p. Voting Materials
- q. Debt Services

### **INFORMATION TECHNOLOGY PURCHASES**

The District recognizes that purchasing information technology on the basis of lowest purchase price alone may not always serve the best interests of the District. Therefore, to ensure hardware requirements and software compatibility, all such purchases must be reviewed by the Administrative Services Manager prior to purchase

### **COOPERATIVE AGREEMENTS**

No provision of this Policy shall be interpreted or construed to prohibit or prevent the District from purchasing supplies, equipment or related services by contracts or arrangements for cooperative purchasing with the State of California, the County of Ventura, or as otherwise authorized by Public Resources Code section 5786.15; provided, however, the contract or arrangement of such purchases shall be approved by the Board if such approval would otherwise be required.

### **ANNUAL CONTRACTS FOR SUPPLIES, EQUIPMENT, AND RELATED SERVICES**

No provision of this Policy shall be interpreted or construed to prohibit or prevent the District from contracting with suppliers on an annual basis to provide supplies, equipment, or related services as needed; provided, however, that normal selection procedures are used in the original supplier selection. A maximum of three annual extensions of such contracts, based on satisfactory performance documented by written evaluation, shall be allowed. Such contracts obligating the District to any payment exceeding the lowest threshold of Public Contracts Code 22032, currently \$25,00060,000 per year shall be approved by the Board if such approval would otherwise be required.

### **CHANGE ORDERS AND AMENDMENTS**

The General Manager shall be authorized to approve change orders to purchase orders for supplies, equipment, related services and projects, provided that sufficient funds have been appropriated for such expenditures or have is otherwise been approved by the Board. Unless otherwise approved by the Board, each change order for a purchase order shall not exceed ten percent of the contract and the aggregate total of all change orders for individual purchase orders shall not exceed \$15,000.

**AUTHORIZATION OF PROJECTS AND ITEMS IN EXCESS OF  
~~\$25,000~~ THE LOWEST THRESHOLD OF PUBLIC CONTRACTS CODE 22032, CURRENTLY  
60,000 SUBJECT ~~— TO —~~ THE PROVISIONS ~~— OF —~~ PUBLIC CONTRACT CODE  
SECTION 20815.1 ~~22000~~ ET SEQ.**

Prior to the District advertising by formal bid, or entering into discussions for negotiated procurement or by other means of acquisition, for new construction, alterations, repairs, materials, or supplies in excess of the lowest threshold of Public Contracts Code 22032, currently \$60,000~~25,000~~, as such projects or items are defined within the ~~meaning~~ meaning of Public Contract Code section ~~22000~~20815.1 et seq., the Board shall first review and authorize acquisition of such projects or items notwithstanding whether such projects or items are contained in the District's current fiscal year budget.

**CREDIT CARD USAGE**

- A. Prescribe the internal controls for management of District credit cards.
  
- B. This portion of the Purchasing Policy applies to all individuals who are authorized to use District credit cards and/or who are responsible for managing credit card accounts and/or paying credit card bills.

**Implementation:**

Credit cards shall be issued to:

Title of Position	Credit Card Limit	Single Purchase Limit
General Manager	\$10,000	\$4,500
Administrative Services Manager	\$10,000	\$4,500
Park Services Manager	\$10,000	\$4,500
Recreation Services Manager	\$10,000	\$4,500

Parks Supervisor(s)	\$6,000	\$2,000
Recreation Supervisor(s)	\$6,000	\$2,000
Administrative Analyst(s)	\$5,000	\$1,900
Development Analyst	\$5,000	\$1,900
Recreation Coordinator	\$3,000	\$1,800
Park Maintenance Lead Worker(s)	\$3,000	\$1,800
Irrigation Specialist	\$3,000	\$1,800
Marketing Specialist	\$3,000	\$1,800
Recreation Specialist	\$3,000	\$1,800
Mechanic	\$3,000	\$1,800
Board Member	\$2,500	\$2,500

- i. All credit card bills shall be paid timely to avoid late fees and finance charges
- ii. All credit card expenses shall be reasonable and necessary to the furtherance of District business. No personal expenses shall be charged on a District credit card. If a transaction involves both personal and District business, the employee shall pay for the transaction personally and request reimbursement by the District of the appropriate portion of the expense.
- iii. All credit card transaction shall have third-party documents (receipts) attached with the Department Manager initials and account number to expense transaction is noted on documents(s).
- iv. Credit card receipts, invoices, reimbursement, and/or documents must be turned into the Finance Division within fourteen (14) days from the closing date on the billing cycle.
- v. All credit card transaction shall be approved by the following:

Position Title Submitting Documentation	Position Title Approving Documentation
General Manager	Administrative Services Manager
Administrative Services Manager	General Manager
Park Services Manager	General Manager
Recreation Services Manager	General Manager
Park Supervisor(s)	Park Services Manager
Recreation Supervisor(s)	Recreation Services Manager
Administrative Analyst(s)	Administrative Services Manager
Development Analyst	General Manager <u>or Recreation Services Manager</u>
Recreation Coordinator	Recreation Services Manager
Park Maintenance Lead Worker(s)	Park Services Manager
Irrigation Specialist	Park Services Manager
Marketing Specialist	Recreation Services Manager
Recreation Specialist	Recreation Services Manager

Mechanic	Park Services Manager
Board Member	General Manager

- vi. All records of the District involving credit card use, including receipts, invoices, and request for reimbursement are disclosable public records to be maintained consistently with the District's Records Retention Policy.

**Purchasing Policy Update Information**

<b>Purchasing Policy Date</b>	<b>Purchasing Policy Resolution Number</b>
11/6/2002	#366
7/13/2005	#393
3/2/2011	#468
6/1/2022	#713
<u>7/3/2024</u>	<del>XXX</del> 777



## POLICY

### PURPOSE

This policy shall be known as the Purchasing Policy, effective upon adoption, and may be cited as such. Its purposes are to establish policies and procedures for the purchase of supplies, equipment, and related services at the lowest possible cost commensurate with the quality needed; exercise positive financial control over purchases; review and authorize those items contained within the scope of Public Contract Code § 22000 et seq, also known as the California Uniform Public Construction Cost Accounting Act (CUPPCA), prior to efforts by District staff to initiate acquisition of such items; and clearly define authority for the purchasing function:

### PART I DEFINITIONS

The definitions given in this section shall be used in the interpretation of this Policy unless another meaning for the word is apparent from the context:

- a. "Board" means the District Board of Directors.
- b. "District" means the Pleasant Valley Recreation & Park District.
- c. "Emergency" means circumstances or conditions that pose, an immediate threat to public health, welfare, or safety as determined by the General Manager in which little or no time exists to seek Board action or approval, if otherwise such action or approval were required.
- d. "General Manager" means the Pleasant Valley Recreation & Park District General Manager as designated by the District Board of Directors.
- e. "Impossible" means actual impossibility or extremely and unreasonably difficult or expensive.
- f. "Impractical" means incapable of being adequately or reasonably performed by the bid procedure.
- g. "Incongruous" means not suitable or compatible with the bid procedure.
- h. "Negotiated Procurement" means any contract awarded as a result of negotiations rather than competitive bids.

Public Contracts Code 22002 states:

- a) "Public agency" for purposes of this chapter, means a city, county, city and county, including chartered cities and chartered counties, any special district, and any other agency of the state for the local performance of governmental or proprietary functions within limited boundaries. "Public agency" also includes a nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- b) "Representatives of the construction industry" for purposes of this chapter, means a general contractor, subcontractor, or labor representative with experience in the field of public works construction.
- c) "Public project" means any of the following:
  - 1) Construction reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
  - 2) Painting or repainting of any publicly owned, leased, or operated facility.
  - 3) In the case of a publicly owned utility system, "public project" shall include only the construction erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- c) "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:
  - 1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
  - 2) Minor repainting.
  - 3) Resurfacing of streets and highways at less than one inch.
  - 4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
  - 5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- e) For purposes of this chapter, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.

Public Contracts Code 22032 currently states:

- a) Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- b) Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in this article.
- c) Public projects of more than two hundred thousand dollars (\$200,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.
- i. "Purchase" includes buying or paying in full for an item or service, rental of equipment or lease of equipment.
- j. "Supplies, equipment, and related services" means all supplies, equipment, and services generally referred to as part of the services and supplies and/or fixed assets series in the District expense accounts, including those expenses related to the maintenance and servicing of District equipment and property.

### **ADMINISTRATION RULES AND PROCEDURES**

The General Manager shall issue and enforce such administrative rules and procedures as required and necessary to carry out the intent and purposes of this Policy. Among these shall be a prohibition against "splitting" orders to avoid established purchasing or contracting requirements.

### **GENERAL MANAGER**

The General Manager shall have authority to:

- a. Purchase or contract for supplies, equipment and related services, projects and other items required by the District in accordance with the purchasing policies set forth in this Policy, and such administrative rules and procedures as shall be issued by the General Manager from time to time;
- b. Negotiate and recommend the execution of contracts for the purchase of supplies, equipment, & related services; and other projects and items as set forth in this Policy;
- c. Act to procure the needed quality in supplies, equipment, related services and other projects and items at the least overall expense to the District;
- d. Endeavor to obtain as full and open competition as reasonable on purchases;

- e. Prepare, update, and implement rules and procedures governing the purchasing of supplies, equipment, and related services and other projects and items for the District;
- f. Keep informed of current developments in the field of purchasing as well as prices, market conditions, and new products;
- g. Prescribe and maintain such records as are reasonably necessary to document compliance with the provisions of this Policy and other administrative rules and regulations;
- h. Maintain records needed for efficient operation of the purchasing function.

## **PART II AUTHORIZATION TO PURCHASE SUPPLIES, EQUIPMENT AND RELATED SERVICES**

### **AUTHORIZATION BY BOARD OF DIRECTORS**

The Board of Directors must specifically authorize the purchase of any supplies, equipment, or related services having an estimated value greater than the lowest threshold of Public Contracts Code 22032, currently \$60,000. For those projects and items in excess of the lowest threshold of Public Contracts Code 22032, currently, \$60,000 and subject to Public Contract Code § 22000 et seq., CUPCCA, the Board must first authorize District staff to initiate acquisition and may authorize the General Manager to award contracts subject to the informal bid process as outlined in Public Contract Code 22032 and Ordinance 15, on a case by case basis.

### **SPECIFIC AUTHORIZATION FOR GENERAL MANGER TO PURCHASE**

Purchase of any supplies, equipment or related services having an estimated value of the lowest threshold of Public Contracts Code 22032, currently \$60,000 or less may be authorized by the General Manager without prior authorization from the Board of Directors. The General Manager shall require that such purchases or contracts be made in conformance with this policy, and the General Manager may further require periodic reports from District employees regarding purchases and contracts made under such authorization.

### **PURCHASING THRESHOLDS**

Purchases up to \$5,000: The authority to award is vested with the Department Manager or General Manager. Comparative pricing is not required but must be used when practical. Prudent judgment must be used at all times. All departments may purchase goods, equipment and services up to \$5,000 without competitive bidding.

Purchases over \$5,000 and up to the lowest threshold of Public Contracts Code 22032, currently \$60,000: The authority to award is the General Manager. All departments must endeavor to obtain three (3) written bids.

Purchases over the lowest threshold of Public Contracts Code 22032, currently \$60,000 and up to the highest threshold of Public Contracts Code 22032, currently \$200,000: The authority to award is vested with the Board of Directors after the informal bid process as outlined in CUPCCA 22034 and Ordinance 15, and may be delegated to the General Manager on a case by case basis

Purchases over the highest threshold of Public Contracts Code 22032, currently \$200,000: The authority to award is vested with the Board of Directors after the formal bid process.

### **SOLE SOURCE PURCHASES**

Unique goods, equipment and services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing District products are exempt from the competitive bidding requirement and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. Proprietary items are those held under exclusive title, trademark or copyright by a private person or company. A proprietary distributorship would also apply.

Specifications which lead to sole source purchases must be avoided whenever possible as they minimize or eliminate competition, unless warranted by the circumstance in the preceding paragraph.

Use of brand names in a specification must be for the purpose of describing the standard of quality, performance, and characteristics the District desires and not be intended to limit or restrict competition and should be followed by the phrase “or equal”.

All sole source purchases must include written documentation supporting the determination of a sole source, signed by the General Manager and the Department Manager.

Purchasing thresholds referenced in the “Purchasing Thresholds” section apply to sole source purchases.

### **URGENCY PURCHASES**

Urgency purchases may be made without competitive bidding when time is of the essence, and must be made under the provisions of Public Contract Code § 22050 and only for the following reasons:

- a. To preserve or protect life, health, or property: or
- b. Upon natural disaster: or

- c. To forestall a shutdown of essential public services: or
- d. For reasons determined by the General Manager.

Since urgency purchases do not normally provide the District an opportunity to obtain competitive quotes or properly encumber funds, sound judgement shall be used in keeping such purchases to an absolute minimum.

The Board of Directors delegates authority to the General Manager to authorize urgency purchases. Anytime the total cost exceeds the lowest threshold of Public Contracts Code 22032, currently \$60,000, in the aggregate for a single urgency purchase, Board of Directors ratification is required not later than seven days after the action, or at the next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and must be reviewed at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless the General Manager has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision.

### **SELECTION OF CONSULTANTS FOR PROFESSIONAL SERVICES FOR CONTINUING SERVICES**

Professional consultants providing auditing, engineering, environmental, landscape architecture or other similar services may be retained on a contractual basis to provide professional services. The Department Manager, with the approval of the General Manager, may contract on a project-by-project or on a retainer basis for additional work/services without going through RFP (Request for Proposal) and selection process. At least every three (3) to five (5) years, these arrangements must be reviewed, and every effort must be made to receive proposals from at least (3) consultants to perform the same services. This is to ensure the District is receiving the best value for and performance level of services contracted.

If every effort has been made to obtain (3) three or more bids staff can make a recommendation to the Board of Directors to move forward with the Proposal or Proposals that were submitted that meet the requirements of the District.

### **ENCUMBRANCE OF FUNDS**

Except in cases of emergency, no contract or purchase order shall be issued for supplies, equipment or related services unless there exists an unencumbered appropriation against which the current fiscal year's portion of such purchase is to be charged, or unless authorized by the Board.

**PART III - PURCHASE OF SUPPLIES, EQUIPMENT, AND RELATED SERVICES;  
AND CONTRACTS SUBJECT TO PUBLIC CONTRACT CODE § 20815.1(a) ET SEQ.**

**FORMAL BIDDING PROCEDURES**

Except as otherwise provided in this Policy, the following formal bidding procedures shall apply to purchases of supplies, equipment and related services, and those contracts subject to the provisions of Public Contract Code § 22000 et seq., or CUPCCA, having an estimated value greater than \$200,000. Unless otherwise provided, bidding shall also comply with any applicable requirements of Public Contract Code section 22000et seq.

- a. Notice Inviting Bid. Notices inviting bids shall include 1) a general description of the supplies, equipment, or related services to be purchased or work to be performed; 2) the location where bid blanks and specifications may be secured, 3) the deadline for bid submissions, and 4) the time and place for opening bids. No bids shall be accepted after the bid submission deadline.
  - i. Published Notices. Notices inviting bids shall be published once in a local newspaper of general circulation at least seven (14) days before the date of the bid opening.
  - ii. Trade Journal Notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036 of CUPCCA. The notice shall be sent at least 15 calendar days before the date of opening the bids.
  - ii. Bidders List. The General Manager, to the extent possible, may maintain a list of prospective suppliers offering supplies, equipment, and project and related services for purchase to the District. The General Manager shall solicit sealed bids from responsible prospective suppliers whose names are on the bidders list or who have requested their names to be added thereto, or who are otherwise known by the General Manager to be prospective suppliers.
- b. Bid Opening Procedure. Sealed bids shall be submitted to the General Manager and be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the Notice Inviting Bid. A tabulation of all bids received shall be available for public inspection during regular business hours for a period of not less than fifteen (15) calendar days after the bid opening.
- c. Award of Bids. Bids shall be awarded to the lowest responsible and responsive bidder provided that as allowed by law, the Board in its sole discretion may give consideration to factors other than price (for example, product quality and ability to meet District requirements) when such factors are identified in District specifications or are related to availability of merchandise or relevant administrative considerations. In such instances, the Board may award bids to other than the lowest responsible and responsive bidder. In adopting this Policy, it is the intent of the Board that the District not be held to the extent of statutory provisions and judicial interpretations.

- d. Tie Bids. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if, in the Boards discretion, the public interest will not permit the delay of re-advertising for bids, the Board may accept whichever bid it chooses or accept the lowest bid by negotiation with the bidders at the time of its next regularly-scheduled meeting
- e. Rejection of Bids. At its discretion, the Board may reject any and all bids presented and abandon the project or re-advertise for bids. The Board may also waive any and all irregularities in any bid. The Board may also, by four fifths vote, elect to purchase materials or supplies in the open market, or elect to construct the building, structure or improvement by force account, in a manner authorized by Public Contract Code §22038.
- f. Bid Protest – Any party that submitted a bid for the Project may file a protest regarding the purchasing decision authorized.
  - i. Notice of Decision: After a decision regarding a bid award has been made, the District will post a notice of intended award on the District website. If a bidder is rejected because the bid is found non-responsive or because the bidder is deemed not responsible, the District will give written notice to said bidder of evidence reflecting such decision.
  - ii. Time to File Protest: All protests must be submitted to the District’s Clerk of the Board by email within five (5) business days from the date on the notice of intended award.
  - iii. Form of Protest: All protests must be in writing, state the factual basis for the protest, state the facts relevant to the protest, and all evidentiary support to rebut adverse evidence that it or another bidder was either non-responsive or not responsible. All protests have to be filed in accordance with the instructions contained in the Notice Inviting Bid.
  - iv. Protest Review: The Department Manger will review all timely protests and recommend that the General Manager or Board of Directors, either reject the protest and award to the responsible and responsive bidder or accept the protest and award the bid to the next responsible and responsive bidder.
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**EXEMPTIONS FROM BIDDING:**

- a. Legal Services



- i. Anything related to existing or threatened litigation
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## **AUTHORIZATION OF PROJECTS AND ITEMS IN EXCESS OF \$THE LOWEST THRESHOLD OF PUBLIC CONTRACTS CODE 22032, CURRENTLY 60,000 SUBJECT TO THE PROVISIONS OF PUBLIC CONTRACT CODE SECTION 22000 ET SEQ.**

Prior to the District advertising by formal bid, or entering into discussions for negotiated procurement or by other means of acquisition, for new construction, alterations, repairs, materials, or supplies in excess of the lowest threshold of Public Contracts Code 22032, currently \$60,000, as such projects or items are defined within the meaning of Public Contract Code section 22000et seq., the Board shall first review and authorize acquisition of such projects or items notwithstanding whether such projects or items are contained in the District's current fiscal year budget.

## CREDIT CARD USAGE

A. Prescribe the internal controls for management of District credit cards.

B. This portion of the Purchasing Policy applies to all individuals who are authorized to use District credit cards and/or who are responsible for managing credit card accounts and/or paying credit card bills.

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Recreation Services Manager	\$10,000	\$4,500
Parks Supervisor(s)	\$6,000	\$2,000
Recreation Supervisor(s)	\$6,000	\$2,000
Administrative Analyst(s)	\$5,000	\$1,900
Development Analyst	\$5,000	\$1,900
Recreation Coordinator	\$3,000	\$1,800
Park Maintenance Lead Worker(s)	\$3,000	\$1,800
Irrigation Specialist	\$3,000	\$1,800
Marketing Specialist	\$3,000	\$1,800
Recreation Specialist	\$3,000	\$1,800
Mechanic	\$3,000	\$1,800
Board Member	\$2,500	\$2,500

- i. All credit card bills shall be paid timely to avoid late fees and finance charges
- ii. All credit card expenses shall be reasonable and necessary to the furtherance of District business. No personal expenses shall be charged on a District credit card. If a transaction involves both personal and District business, the employee shall pay for the transaction personally and request reimbursement by the District of the appropriate portion of the expense.

- iii. All credit card transaction shall have third-party documents (receipts) attached with the Department Manager initials and account number to expense transaction is noted on documents(s).
- iv. Credit card receipts, invoices, reimbursement, and/or documents must be turned into the Finance Division within fourteen (14) days from the closing date on the billing cycle.
- v. All credit card transaction shall be approved by the following:

Position Title Submitting Documentation	Position Title Approving Documentation
General Manager	Administrative Services Manager
Administrative Services Manager	General Manager
Park Services Manager	General Manager
Recreation Services Manager	General Manager
Park Supervisor(s)	Park Services Manager
Recreation Supervisor(s)	Recreation Services Manager
Administrative Analyst(s)	Administrative Services Manager
Development Analyst	General Manager or Recreation Services Manager
Recreation Coordinator	Recreation Services Manager
Park Maintenance Lead Worker(s)	Park Services Manager
Irrigation Specialist	Park Services Manager
Marketing Specialist	Recreation Services Manager
Recreation Specialist	Recreation Services Manager
Mechanic	Park Services Manager
Board Member	General Manager

- vi. All records of the District involving credit card use, including receipts, invoices, and request for reimbursement are disclosable public records to be maintained consistently with the District's Records Retention Policy.

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Jennifer Strain, Administrative Analyst**

**DATE: July 3, 2024**

**SUBJECT: CONSIDERATION AND APPROVAL OF A CANDIDATE  
FOR THE CALIFORNIA SPECIAL DISTRICTS  
ASSOCIATION (CSDA) BOARD OF DIRECTORS  
ELECTION, COASTAL NETWORK SEAT A FOR 2025-  
2027**

**BACKGROUND**

The California Special Districts Association (CSDA) is seeking Special District Board Members or their General Managers for the CSDA Board of Director Coastal Network Seat A for the 2025-2027 term.

The leadership of CSDA is elected from its six geographical networks. Each network has three seats on the Board with staggered 3-year terms. The CSDA Board of Directors is the governing body responsible for all policy decisions related to member services, legislative advocacy, education, and resources. A candidate must attend all board meetings, usually 4-5 meetings annually in Sacramento; participate on at least one committee which meets 3-5 times a year; attend Special District Legislative Days and the CSDA Annual Conference; and complete four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

The District is located within the Coastal Network which spans from Ventura County up to and including Santa Cruz County. Director Elaine Magner of Pleasant Valley Recreation and Park District is the current incumbent holding Seat A in the Coastal Network.

**ANALYSIS**

At this time, the Board may vote for one of the following candidates to fill Coastal Network Seat A:

- (1) Elaine Magner, Pleasant Valley Recreation and Park District
  - a. President, CSDA Board of Directors (second term)
  - b. Representative for CSDA Special Districts Leadership Foundation and Scholarship Committee
  - c. Former CSDA Vice President, Secretary, and Treasurer

- (2) Scott Duffield, Heritage Ranch Community Services District
- a. General Manager, Heritage Ranch Community Services District
  - b. Vice President, San Luis Obispo County CSDA Chapter

**ISCAL IMPACT**

There is no fiscal impact associated with this action.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021-2026 Strategic Plan Goal

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

**RECOMMENDATION**

It is recommended the Board approve the selection of a candidate for CSDA Board of Directors, Seat A to receive the District’s vote.

**ATTACHMENTS**

- 1) E. Magner Candidate Statement (1 page)
- 2) E. Magner Candidate Information Sheet (1 page)
- 3) S. Duffield Candidate Information Sheet (1 page)



Fellow Coastal Network Members,

Having represented the Coastal Network as a CSDA Board member since 2016, I'm requesting your support for re-election.

I am currently the President of the CSDA Board of Directors. I have served as on the Executive Committee as the Vice President, Secretary and Treasurer. now an ex-officio on all CSDA committees. I am one of the CSDA representatives to the Special Districts Leadership Foundation and their Scholarship Committee. I've completed the SDLF Leadership Academy, and regularly attend the annual Legislative Days, Annual Conference and Exhibitor Showcases.

As a Director for the Pleasant Valley Recreation and Park District Board since 2008, I've served as Board Chair, on the Personnel and Liaison Committees, and as PVRPD's representative to the Ventura County Special Districts Association and CSDA. I have been honored by VCSDA as Director of the Year.

My career in Public Service for 31 years was in law enforcement Human Resources. Following my retirement, I worked as a contract investigator for the Department of Justice.

My experience on the PVRPD Board and my work as a public servant has provided me with a solid foundation of experience, enabling me to represent your District's interests on the CSDA Board.

As a board member, I represent all special districts in the Coastal Network, supporting CSDA's on-going efforts to offer educational classes and informative conferences and their pro-active legislative advocacy and policy proposals that impact all Special Districts.

If re-elected, I will continue to work with board members and staff to further advocacy efforts at the state and national level, increase membership, and further enhance services provided to member agencies.

I would appreciate your district's support in my re-election as the Coastal Network representative on the CSDA Board of Directors. I respectfully ask for your vote.

Sincerely,

Elaine L. Magner, Director  
Pleasant Valley Recreation and Park District



## 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Elaine Magner

District/Company: Pleasant Valley Recreation and Park District

Title: Board Director - Past Board Chairperson

Elected/Appointed/Staff: Elected

Length of Service with District: 16 Years (Feb 2008)

**1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

I have been on the CSDA Board of Directors since 2018 and am currently serving as the President for the second year. In the past I have served as the Vice President and Treasurer on the Executive Committee, the Chairperson of the Membership, and the Fiscal Committee. Also, one of the three CSDA board directors on the Special Districts Leadership Foundation (SDLF) and the CSDA representative on the SDLF Scholarship Committee.

I attend CSDA Legislative Days and Conference and Showcase annually. Have completed the SDLF Governance Academy and provide input to many of the CSDA Expert Feedback Teams including the Human Resources and Personnel, Governance, and Revenue Teams.

**2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

Currently serving on the CARPD legislative committee.

**3. List local government involvement (such as LAFCo, Association of Governments, etc.):**

Have served as the Pleasant Valley Recreation and Park District representative to the Ventura County Special Districts Association. Am one of the PVRPD Board members on the City of Camarillo/PVRPD Liaison Committee working on a joint needs assessment focusing on senior needs including facilities.

**4. List civic organization involvement:**

None.

**\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**





## 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Scott Duffield

District/Company: Heritage Ranch Community Services District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: Seven years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I am currently the Vice President of the San Luis Obispo County Chapter of the CSDA. I attend conferences and trainings regularly.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

I am a registered civil engineer in California and was previously a member of the American Society of Engineers (ASCE). I am a current member of the American Water Works Association (AWWA).

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

I previously served as staff for County government including the County of Riverside for sixteen years and the County of San Luis Obispo for twelve years. During the time as staff for the County of San Luis Obispo, I was involved in numerous advisory committees including the Nacimiento Water Project Commission, the Paso Basin Advisory Committee, and the Water Resources Advisory Committee to name a few (and still involved in the latter in my current role).

4. List civic organization involvement:

None.

**\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

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

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