Welcome to a meeting of the Board of Directors of the Rancho Simi Recreation and Park District. The Park District welcomes citizen participation. If you would like to speak, please follow these simple steps.

Fill out a green Speaker Card, available at the sign-in table, and hand the card to the Recording Secretary or Board of Directors.

If the item you would like to speak about is not on the Agenda, be prepared to speak when the Board Chair calls for “Public Discussion”. The Chair will call the names appearing on the Speaker Cards. If you do not hear your name called, please make this fact known, so that you may be recognized.

If the item you would like to speak about is on the Agenda, the Board Chair will announce the item, request a report from staff, ask Board Members if they have any questions or comments, and then ask if there are any other people in attendance who would like to comment on the item.

When recognized, please speak from the podium. Be professional. Speakers are generally allowed a maximum of five (5) minutes to comment. Depending upon the circumstances, the Board Chair may increase or decrease speaker time. At the conclusion of public comments, the Board Chair will thank the speaker(s) for participating.

The Board Chair may also determine appropriate action, if any, to be taken in response to comments received. Comments will be listened to, questions may be answered, speakers may be requested to further discuss the matter with staff, or an item could be added to a future Agenda or referred to a Board Committee, among other things. Items listed on the Agenda that require action will likely be voted upon by the Board of Directors.

We appreciate your attendance and hope to see you again.

YOUR BOARD OF DIRECTORS

Chair
Mark Johnson
Vice Chair
Elaine Freeman
Director
Dee Dee Cavanaugh
Director
Gene Hostetler
Director
Kate O’Brien

STAFF
District Manager
Larry Peterson
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – May 1, 2014
   B. Special Meeting – May 28, 2014

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Part-Time Employee of the Month for April 2014 to Ryan Suapaia
   B. Presentation of the Full-Time Employee of the Month for May 2014 to Harry Conkey

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 5/2/14, 5/16/14 (payroll); 4/30/14, 5/15/14 (payables)
   B. Receive and File Report on Schedule of Events for July 2014
   C. Approval of Notice of Completion and Final Acceptance for the Challenger Field Phase 2 Construction Project

** Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion, unless discussion is desired. In that event, the items will be removed from the Consent Agenda.

VII. CONTINUED BUSINESS
   None

VIII. NEW BUSINESS
   A. Approval of Mountains Recreation and Conservation Authority Preliminary Budget for Fiscal Year 2014-15
   B. Approval of ADP Program Upgrade and Implementation of Associated Cost Saving Measures
   C. Approval of Award of Contract for Maintenance Uniform Services
   D. Approval of a Resolution Approving an Application for Grant Funds from the Environmental Enhancement and Mitigation Program for the Acquisition of Alamos Canyon
E. Approval of Agreement with Carter, Romanek Landscape Architects, Inc. for Landscape Construction Design Services for Chumash Park 141-14-a

F. Resolution Calling Regular General District Election for November 4, 2014, and Requesting Consolidation of the Regular General District Election with the Statewide General Election 36-14-a


H. Approval of Position Reclassifications 35-14-l

I. Approval of Creation of Full-time Accountant Position 35-14-m

J. Approval and Adoption of Part-time Employee Pay Schedule by Rancho Simi Recreation and Park District Board of Directors 35-14-n

K. Receive and File Proposition 4 – Appropriations Limitation 33-14-a

L. Approval for Publication of Legal Notice Concerning Proposition 4 Appropriations Limitation Amount 33-14-b

M. Approval of Updates to CSDA Bylaws 23-14-c

IX. WRITTEN COMMUNICATIONS

A. Correspondence and Plaque Presented by Point Man AV to Rancho Simi Recreation and Park District for Hosting *The Antelope Valley Mobile Vietnam Veterans Memorial Wall* 63-14-a

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business & Accounting Supervisor

Employee Organization: Rancho Simi Recreation and Park District Middle Management Association
B. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and
                   Business & Accounting Supervisor
Employee Organization: Rancho Simi Recreation and
                      Park District
                      Employees Association
                      ("Bargaining Unit")

C. Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiator: District Manager
Employee Organization: Unrepresented Employees

XIII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584–4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
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MINUTES
RANCHO SIMI RECREATION AND PARK DISTRICT
REGULAR MEETING, BOARD OF DIRECTORS
1692 SYCAMORE DR., SIMI VALLEY, CA 93065
MAY 1, 2014, 6:30 P.M.

AGENDA
ITEM

I. CALLED TO ORDER: 6:31 p.m.

PLEDGE OF ALLEGIANCE: Led by Brian Reed

II. ROLL CALL: Present: Directors O’Brien, Cavanaugh, Chair Johnson

Staff: Karen Garber, Roberto Hurtado, Colleen Janssen, Wayne
Nakaoka, Carol Odenberg, Theresa Pennington, Larry
Peterson, Brian Pierik, Esq., Brian Reed, Robin Walker

Guests: Family of Roberto Hurtado

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA):

None.

IV. APPROVAL OF MINUTES:

(A) Approval of Minutes of the Regular Meeting - April 17, 2014

ACTION: Director O’Brien moved to Approve the Minutes of the Regular Meeting of April
17, 2014; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:

(A) Presentation of the Full-time Employee of the Month for April 2014 to Roberto Hurtado 35-14-h

Director of Administration Garber reviewed Roberto’s nomination and congratulated him. Chair
Johnson presented Roberto with the Employee of the Month award. Photos were then taken of
Roberto with his family and the Chair. Roberto thanked the Board and staff, and said he loves
everyone and his work. Director of Planning & Maintenance Nakaoka stated that Roberto has
recently been the District’s one-man irrigation crew. He said Roberto took over all irrigation duties
and has done an excellent job. The Board thanked Roberto for his fine work and congratulated him.

VI. CONSENT AGENDA:

(A) Approval of Check Registers: 4/18/14 (payroll); 4/15/14 (payables)

(B) Approval of Notice of Completion and Final Acceptance for the Arroyo Simi Greenway Project
Phase 1 – Demolition, Grading, Drainage, and Asphalt Paving 176-14-a
(C) Approval of Notice of Completion and Final Acceptance for the Arroyo Simi Greenway Project Phase 1 – Fencing 176-14-b

(D) Approval of Notice of Completion and Final Acceptance for the Arroyo Simi Greenway Project Phase 1 – Project Amenities, Vista Points, and Entrance Areas 176-14-c

ACTION: Director O’Brien moved to Approve Consent Agenda Items (A) through (D); Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

VII. CONTINUED BUSINESS:

None.

VIII. NEW BUSINESS:

(A) Approval of Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas – Simi Valley and Oak Park, California 7-14-e

ACTION: Director Cavanaugh moved to Approve Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas – Simi Valley and Oak Park, California to Premier Trees and Landscape in the amount of $34,015.00, and Authorize the District Manager to Execute an Agreement with the Awarded Firm on Behalf of the District and to Amend the Agreement for Project Contingencies in an Amount Not to Exceed Approximately 14-1/2% of the Contract Award or $5,000.00 for Any Additional Weed Abatement as Recommended by District Staff – the Total Allocation for the Contract is Therefore $39,015.00; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(B) Approval of Award of Contract for the New Vista After School Club Phase One Construction Project 14-14-c

ACTION: Director Cavanaugh moved to Approve Award of Contract for the New Vista After School Club Phase One Construction Project to DPM Construction Co. in the Amount of $48,500.00; and Authorize the District Manager to Execute an Agreement with the Awarded Firm on Behalf of the District and to Amend the Agreement for Project Contingencies in an Amount Not to Exceed 10% of the Contract Award or $4,850.00, If and When the Need Arises for Extra Work or Modifications to the Project - the Total Allocation for the Contract is Therefore $53,350.00; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

(C) Approval of Amended Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course 120-14-d

ACTION: Director Cavanaugh moved to Approve Amended Agreement between Rancho Simi Recreation and Park District and Chef It Up! LLC for the Operation of the Food and Beverage Concession at Simi Hills Golf Course; Director O’Brien seconded the motion. Motion carried with a unanimous vote.

District Manager thanked Golf Course Manager Reed for all the extra effort he put into this project.

District Legal Counsel arrived to the Board Meeting at 6:54 p.m.
(D) Approval and Adoption of Part-time Employee Pay Schedule by Rancho Simi Recreation and Park District Board of Directors 35-14-i

ACTION: Director O’Brien moved to Approve and Adopt the Part-time Employee Pay Schedule by Rancho Simi Recreation and Park District Board of Directors and Allow the District Manager the Discretion to Implement It When Necessary or Deemed Appropriate in His Judgment; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

IX. WRITTEN COMMUNICATIONS:

None.

X. REPORTS BY BOARD MEMBERS:

Director O’Brien attended the Task Force on Heroin Prevention meeting on April 24th. During the meeting, she asked the police if they have been handing out the pamphlet that the District designed and if it has been helpful. The officer informed her that a stack of pamphlets had been placed in the officers’ breakroom and their vehicles so they would have a supply to hand out. He said that as much of the information in the pamphlet was already on their website it is difficult to measure whether it is beneficial.

Director O’Brien requested that the Board adjourn the meeting in honor of Don Hunt who recently passed away.

Director Cavanaugh did not have any Park District business since the last Board meeting.

Director Cavanaugh mentioned that she spent the past weekend at a function with 240 high school students - leaders for tomorrow.

Chair Johnson did not have any committee meetings this period.

Chair Johnson attended Don Hunt’s memorial reception along with Director O’Brien.

XI. REPORT BY DISTRICT MANAGER:

District Manager did not have any items to report.

The Chair called a Closed Session at 7:00 p.m.

The Chair reconvened the meeting at 7:41 p.m.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.95

Claimant: Law Offices of Gerald Marcus on behalf of Jay Wooliver
Agency Claimed Against: Rancho Simi Recreation and Park District

The Chair reported on Closed Session Item XII. (A) that direction was given to staff to return the claim as untimely - it was filed too late.
(B) Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business & Accounting Supervisor
Employee Organization: Rancho Simi Recreation and Park District

(C) Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiators: District Manager and Business & Accounting Supervisor
Employee Organization: Rancho Simi Recreation and Park District Employees Association ("Bargaining Unit")

(D) Closed Session Pursuant to Government Code Section 54957.6

Conference with Labor Negotiator:

Agency Negotiator: District Manager
Employee Organization: Unrepresented Employees

(E) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: The Following Assessor Parcel Numbers in Ventura County, Property Located Between Tapo Canyon Road and Bennett Road South of Tapo Canyon County Park in Simi Valley, Ca

Assessor Parcel Numbers:
620-0-320-015 (5.04 Acres)
620-0-320-035 (27.09 Acres)
620-0-320-045 (9.89 Acres)

Negotiating Parties: District Manager, Director of Planning & Maintenance, and Legal Counsel

Report and Instructions to Staff Regarding Price and Terms of Payment

The Chair stated that no reportable actions were taken on Closed Session Items XII. (B) through (E).
XIII. **ADJOURNMENT:** Director Cavanaugh moved to adjourn the meeting at 7:42 p.m. in memory of Don Hunt; Director O'Brien seconded the motion. Motion carried with a unanimous vote.

______________________________
Larry Peterson, District Clerk
CONTENTS

Contact information

General Construction Items

EARTHWORK
UTILITIES
CONCRETE
ASPHALT
MASONRY
FENCING
DRAINS
RESTROOM BUILDING
SCOREBOARD
AMENITIES
SHADE STRUCTURES
SYNTHETIC TURF
IRRIGATION
LANDSCAPING

Construction Log

Submittal Log

Approved Submittals

Preliminary notices

Project Warranties

Instruction Manuals

As-Built information
RANCHO SIMI RECREATION AND PARK DISTRICT

MINUTES
SPECIAL MEETING
BOARD OF DIRECTORS
BOARD/STAFF BUDGET WORKSHOP

SYCAMORE DRIVE COMMUNITY CENTER, REC ROOM
SIMI VALLEY, CALIFORNIA

WEDNESDAY, MAY 28, 2014, 5:30 P.M.

I. 5:35 P.M. – CALL TO ORDER

The meeting was called to order by Chair Mark Johnson at 5:35 p.m. Other Board Members present were: Vice Chair Elaine Freeman and Directors Dee Dee Cavanaugh, Gene Hostetler and Kate O’Brien. Staff present included: Larry Peterson, Doug Gale, Karen Garber, Wayne Nakaoka, Theresa Pennington, Brian Reed and Robin Walker. Member of the public present was Jarrod Degonia.

II. PUBLIC DISCUSSION

None.

III. (A) DISCUSSION AND REVIEW OF THE DISTRICT’S ANNUAL MAINTENANCE ASSESSMENT PROCEDURES AND ENGINEER’S REPORT

District Manager reviewed the procedures required to continue the voter approved maintenance assessment. The proposed increase of $0.38 cents per single family residence annually will result in an annual assessment amount for fiscal year 2014-15 of $34.26 if approved. The Engineer’s Report will appear on the Board’s regular meeting agenda on June 5, 2014.

(B) REVIEW AND DISCUSSION OF THE DISTRICT’S PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2014-15 AND SIGNIFICANT CHANGES FROM PREVIOUS YEAR’S BUDGET

Director of Administration reviewed the anticipated significant funding and operational expense changes to the General Fund and other District Funds in a Powerpoint presentation. District staff in attendance provided supplemental information to explain some of the budgeted changes.

(C) REVIEW AND DISCUSSION OF THE DISTRICT’S PROPOSED MAINTENANCE AND PLANNING PROJECT PRIORITIES FOR FISCAL YEAR 2014-15

Director of Planning and Maintenance distributed the draft project priority list of large maintenance items and capital projects and provided an update and description as to the proposed work to be performed for each item. Discussions occurred and staff answered the various questions posed.
ACTION: Chair Johnson created an Ad Hoc Committee to consider any possible disposition of Sycamore Drive Community Center and appointed himself and Vice Chair Freeman to serve as members of this committee.

(D) REVIEW AND DISCUSSION REGARDING DISTRICT'S LARGE PROJECTS IN ANTICIPATION OF DEVELOPMENT OF THREE-YEAR PLAN

Staff presented a draft three-year plan and showed the funding sources for the estimated expenditures, which included an estimated reduction of Enterprise Funds for several projects. Questions were asked and answers were provided in a comprehensive discussion about the projects, their merit, and the limitation of funds, necessitating a thoughtful and conservative prioritizing of projects. The draft plan will be amended to incorporate suggested changes and returned to the Board during the upcoming budget process.

The Chair called a brief recess at approximately 7:35 p.m.

The Chair reconvened the meeting at approximately 7:45 p.m.

IV. ITEMS FROM THE DISTRICT MANAGER (INFORMATIONAL ONLY)

There were no items by the District Manager.

V. ITEMS FROM THE BOARD OF DIRECTORS (INFORMATIONAL ONLY)

Director Hostetler requested staff to undertake a review of the rental rates charged by the District for use of its facilities and place it on a future Board Agenda for further consideration. District Manager said he would do so.

Director Hostetler indicated his appreciation for the AV Wall display at Rancho Tapo Community Park and said the multi-day event was very nice.

Director Cavanaugh stated she attended the delivery of the AV Wall to the District's Rancho Tapo Community Park and that it was a memorable and moving experience.

Director Cavanaugh said she appreciated her attendance at the recent CARPD Conference and found it to be informative.

Director Cavanaugh stated she attended the recent full-time service award event at Sinaloa Golf Course and thought it was nice.

Director O'Brien expressed appreciation for her attendance at both the CARPD conference and the CSDA Legislative Days, and provided special recognition for the value of the Legislative Days event this year.

Director O'Brien attended the AV Memorial Wall event and said it was a very powerful experience.

Vice Chair Freeman attended the CARPD Conference and CSDA Legislative Days events and found both to be informative and meaningful, with great presentations by Sacramento officials.
Vice Chair Freeman attended the AV Memorial Wall event and was very moved by the experience and setting.

Chair Johnson attended a meeting with the City, School District and Park District managers and presiding officers to discuss items of common interest.

Chair Johnson remarked about the retirement of the Superintendent and said the transition will be interesting.

Chair Johnson thanked staff for the work on the Street Fair booth, at which time the other Board Members also expressed their appreciation and involvement in the event.

Chair Johnson said the employee luncheon event was very nice.

Chair Johnson asked staff about the Reporter preparation after Colleen’s retirement. District staff provided a quick update after which a brief discussion occurred about eliminating advertisements, reducing the size of the front section, and using electronic media more heavily in the future.

The Chair called a Closed Session at approximately 8:00 p.m.

The Chair reconvened the meeting at 8:29 p.m.

VI. CLOSED SESSION

(A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

RE: LAND ACQUISITION: THE FOLLOWING ASSESSOR PARCEL NUMBER IN VENTURA COUNTY, PROPERTY LOCATED AT 3039 AND 3041 COCHRAN STREET, SIMI VALLEY, CA 93065

ASSESSOR PARCEL NUMBERS: 611-0-044-205

NEGOTIATING PARTIES: DISTRICT MANAGER,
DIRECTOR OF PLANNING AND MAINTENANCE, AND
LEGAL COUNSEL

REPORT AND INSTRUCTIONS TO STAFF REGARDING PRICE AND TERMS OF PAYMENT

(B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATOR
RE: LAND ACQUISITION: THE FOLLOWING ASSESSOR PARCEL NUMBERS IN VENTURA COUNTY, PROPERTY LOCATED BETWEEN TAPO CANYON ROAD AND BENNETT ROAD SOUTH OF TAPO CANYON COUNTY PARK IN SIMI VALLEY, CA

ASSESSOR PARCEL NUMBERS:
620-0-320-015
620-0-320-035
620-0-320-045

NEGOTIATING PARTIES: DISTRICT MANAGER, DIRECTOR OF PLANNING AND MAINTENANCE, AND LEGAL COUNSEL

REPORT AND INSTRUCTIONS TO STAFF REGARDING PRICE AND TERMS OF PAYMENT

(C) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

RE: LAND ACQUISITION: THE FOLLOWING PROPERTY IN VENTURA COUNTY, PROPERTY LOCATED TO THE NORTH AND SOUTH OF THE 23 FREEWAY BETWEEN THE LANDFILL AND MOORPARK COLLEGE

NEGOTIATING PARTIES: DISTRICT MANAGER, DIRECTOR OF PLANNING AND MAINTENANCE, AND LEGAL COUNSEL

REPORT AND INSTRUCTIONS TO STAFF REGARDING PRICE AND TERMS OF PAYMENT

The Chair announced that no reportable action had been taken as to Closed Session Items VI. (A), (B), and (C).

VII. ADJOURNMENT

There being no further business the Chair adjourned the meeting at 8:30 p.m.

Larry Peterson, District Manager
RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date:       June 5, 2014
To:         District Manager
From:       Business and Accounting Supervisor
Re:         Presentation of the Part-Time Employee of the Month for April 2014
to Ryan Suapaia

PART-TIME EMPLOYEE OF THE MONTH FOR APRIL, 2014

The Part-Time Employee of the Month for April 2014 is Ryan Suapaia. Ryan was hired on November 23, 2009. He works as a PT-Computer Technician in the Administration Department. Ryan also works in the Recreation Department at the After School Clubs. This is his first award for Part-Time Employee of the Month.

NOMINATION NARRATION

The person who nominated Ryan said, "I am nominating Ryan for Part Time Employee of the month because he has quickly become a valuable asset to my department and to the District.

Ryan started in the Administration Department in September of 2012 as a "Part Time Computer Technician". This was an entry level position, but Ryan has made it more than that in just a short time he has been here. Almost every task during his first year was something different, and he had to learn all the details. Ryan has been an extremely fast learner and once he has learned how to resolve one task, he remembers for the future.

Becoming a Computer technician involves three skills, general understanding of computers, being able to deal with customers that may be less than kind, due to quick back log of work on their desk as a result of the computer problem, and then knowing how to work within the customer's environment, respecting their concerns, respecting their office and desk area, and clearly communicating with them the status of their repair. Ryan is calm, easy going, communicates well and people seem to really enjoy him being around. I get nothing but compliments about Ryan from staff.

A couple of other strong points about Ryan: he is prompt, he works hard, he goes the
extra mile frequently without being asked, he follows basic protocols well, he does everything my way the best he can, and when he cannot, he makes wise choices about how to proceed. I feel Ryan has gone from an entry level tech to a professional level tech in a very short time.

Ryan also works at our After School Clubs, and I have heard nothing but compliments from those I have spoken to about him, he seems very well liked and respected in that area as well.

Ryan has been a huge help to me and more importantly to our customers (RSRPD employees), by helping to resolve and close out calls which result in employees (that use their computers all day long) being able to get their jobs done.

Ryan is an excellent asset to the District and I feel we are very fortunate to have him.

**BOARD ACTION**
Ryan Suapaia has been invited to attend the June 5, 2014, board meeting to receive a plaque and a check for $75 from the board chair.

Theresa Pennington
Business and Accounting Supervisor
RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

Date: June 5 2014
To: District Manager
From: Director of Administration
Re: Presentation of the Full-Time Employee of the Month for May 2014 to Harry Conkey

FULL-TIME EMPLOYEE OF THE MONTH FOR MAY 2014
The District’s full-time employee of the month for May 2014 is Harry Conkey. Harry has worked for the District since May 3, 1982. He works as a Crew Leader in the Maintenance Department. This is his fourth award for Employee of the Month. He also received this award in August 1986, March 1991 and October 2012.

NOMINATION NARRATION
The person who nominated Harry had this to say about him, “This employee has been with the park district for over 30 years and has held positions at Rancho Tapo Community Park, at the Oak Park Section, at Rancho Simi Community Park and at Rancho Madera Community Park as a Groundskeeper 1, Groundskeeper 2, and Crew Leader. He has received Employee of the Month three times before because of his outstanding contribution to the crews he’s been on. He is a team player and his positive outlook is infectious to all that come in contact with him. His ability to work with different personalities allows him to resolve problems before they become issues. He is very involved with his Church and his new grandchild.

I am nominating this person for employee of the month because he clearly rises to meet the challenges that come his way and finds ways to overcome any obstacle that will slow down the progress of his crew. His everyday contributions to the team effort have been noted by his fellow crew members and the public that visit the parks that he works in. He always has a positive attitude, works as hard as or harder than fellow workers and never complains about tasks or assignments he’s given.

His years of experience and pride in his work are evident looking at any of the Parks that he has been involved with and he is modest about his achievements.

He is the ideal candidate for employee of the month because of his continual efforts, attitude and desire to keep all the Parks looking as good as possible.”

BOARD ACTION
Harry Conkey has been invited to attend the June 5, 2014, board meeting to receive a plaque from the board chair. He is also eligible for a day off with pay in the next 60 days.

Karen Garber
Director of Administration
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RANCHO SIMI RECREATION AND PARK DISTRICT
Interoffice Memorandum

DATE: June 5, 2014
TO: District Manager
FROM: Marketing and Community Outreach Specialist
SUBJECT: Receive and File Report on Schedule of Events for July 2014

REMAINING EVENTS FOR JUNE 2014

Thu Jun 5  RSRPD Board Meeting, SDCC, 6:30 pm
Thu Jun 5  Neighborhood Council #1, Community Room, City Hall (usually dark)
Fri Jun 6  SVUSD last day
Fri Jun 6  D-Day ceremony at RTCP-Veterans Plaza, 10:00 am
Fri Jun 6  Retirement event for Colleen Janssen, 3:30-4:30 pm, SDCC
Sat Jun 7  Fairy Tales in the Park, RSCP, 4pm, free, “Thumbelina & Tom Thumb’s Voyage to
Neverland”
Sat Jun 7  Rancho Pool opens Sat/Sun, through September 27, 1-4 pm, $3
Mon Jun 9  Rancho Pool opens for M-F, through August 15, 1-4pm and Fri 7-9pm, $3
Mon Jun 9  Summer Camp, Simi Valley opens
Mon Jun 9  City Council Meeting, 6:30 pm
Tue Jun 10 Neighborhood Council #2, Community Room, City Hall (usually dark)
Thu Jun 12  OPUSD last day
Thu Jun 12  Neighborhood Council #3, Community Room, City Hall (usually dark)
Sat Jun 13  Movies in the Park, dusk, free, “Monsters University”
Mon Jun 16  Summer Camp, Oak Park, opens
Tue Jun 17  Neighborhood Council #4, Community Room, City Hall (usually dark)
Thu Jun 19  RSRPD Board Meeting, SDCC, 6:30 pm
Sat Jun 21  Music in the Park concert, RMCP, 6pm, free, “Durrell Coleman Band”
Mon Jun 23  City Council Meeting, 6:30 pm
Wed Jun 25  LAF meeting, 8:00 am, SVCC office
Sat Jun 28  Music in the Park concert, OCCP, 6pm, free, “The Spazmatics”

JULY 2014 EVENTS

Thu Jul 3  RSRPD Board Meeting, SDCC, 6:30 pm
Thu Jul 3  Neighborhood Council #1, Community Room, City Hall
Fri Jul 4  Independence Day celebration, RTCP-Veterans Plaza, 10:00 am
Sat Jul 5  Fairy Tales in the Park, RSCP, 4pm, free, “The Gingerbread Man”
Sat Jul 5  Dive In Movie, Rancho Pool, 6-10 pm, $3, “Frozen”
Sun Jul 6  Shakespeare in the Park, OCCP, 7pm, free, “Hamlet Prince of Denmark”
Tue Jul 8  Neighborhood Council #2, Community Room, City Hall
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Details</th>
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<tbody>
<tr>
<td>Fri  Jul 11</td>
<td>Movies in the Park, dusk, free, “Toy Story”</td>
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<tr>
<td>Thu  Jul 10</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
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<tr>
<td>Tue  Jul 15</td>
<td>Neighborhood Council #4, Community Room, City Hall</td>
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<tr>
<td>Thu  Jul 17</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<tr>
<td>Sat  Jul 19</td>
<td>Music in the Park concert, RMCP, 6pm, free, “Gold Rush Country”</td>
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<td>Mon  Jul 21</td>
<td>City Council Meeting, 6:30 pm</td>
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<tr>
<td>Wed  Jul 23</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<td>Fri  Jul 25</td>
<td>Drive-In Movie, Oak Park</td>
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<td>Sat  Jul 26</td>
<td>Dive In Movie, Rancho Pool, 6-10 pm, $3, “Cloudy with a Chance of Meatballs 2”</td>
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<tr>
<td>Mon  Jul 28</td>
<td>City Council Meeting, 6:30 pm</td>
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**FUTURE EVENTS**

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<tr>
<th>Date</th>
<th>Event Details</th>
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<tbody>
<tr>
<td>Fri  Aug 1</td>
<td>Movies in the Park, dusk, free, “Despicable Me 2”</td>
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<tr>
<td>Sat  Aug 2</td>
<td>Fairy Tales in the Park, RSCP, 4pm, free, “Sleeping Beauty 2: Malificent’s Revenge”</td>
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<td>Wed  Aug 6</td>
<td>Opening ceremonies for 50+ Simi Community Games</td>
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<tr>
<td>Thu  Aug 7</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Thu  Aug 7</td>
<td>Neighborhood Council #1, Community Room, City Hall</td>
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<tr>
<td>Sat  Aug 9</td>
<td>Dive In Movie, Rancho Pool, 6-10 pm, $3, “The Lego Movie”</td>
</tr>
<tr>
<td>Mon  Aug 11</td>
<td>City Council Meeting, 6:30 pm</td>
</tr>
<tr>
<td>Tue  Aug 12</td>
<td>Neighborhood Council #2, Community Room, City Hall</td>
</tr>
<tr>
<td>Thu  Aug 14</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
</tr>
<tr>
<td>Fri  Aug 15</td>
<td>Summer Camp, Simi Valley, closes</td>
</tr>
<tr>
<td>Sat  Aug 16</td>
<td>Music in the Park concert, RMCP, 6pm, free, “One More From the Road”</td>
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<tr>
<td>Tue  Aug 19</td>
<td>SVUSD, first day of school for 2014/2015</td>
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<tr>
<td>Tue  Aug 19</td>
<td>Neighborhood Council #4, Community Room, City Hall</td>
</tr>
<tr>
<td>Thu  Aug 21</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
</tr>
<tr>
<td>Fri  Aug 22</td>
<td>Summer Camp, Oak Park closes</td>
</tr>
<tr>
<td>Mon  Aug 25</td>
<td>City Council Meeting, 6:30 pm</td>
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<tr>
<td>Wed  Aug 27</td>
<td>OPUSD first day of school 2014/2015</td>
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<td>Wed  Aug 27</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<td>Mon  Sep 1</td>
<td>Labor Day holiday, RSRPD offices closed</td>
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<td>Thu  Sep 4</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<tr>
<td>Thu  Sep 4</td>
<td>Neighborhood Council #1, Community Room, City Hall</td>
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<tr>
<td>Sat  Sep 6</td>
<td>Fairy Tales in the Park, RSCP, 4pm, free, “Snow White &amp; The One Bat”</td>
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<td>Tue  Sep 9</td>
<td>Neighborhood Council #2, Community Room, City Hall</td>
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<td>Thu  Sep 11</td>
<td>Patriot Day observed</td>
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<td>Thu  Sep 11</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
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<td>Mon  Sep 15</td>
<td>City Council Meeting, 6:30 pm</td>
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<tr>
<td>Tue  Sep 16</td>
<td>Neighborhood Council #4, Community Room, City Hall</td>
</tr>
<tr>
<td>Thu  Sep 18</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<tr>
<td>Wed  Sep 24</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
</tr>
<tr>
<td>Mon  Sep 29</td>
<td>CSDA Conference</td>
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<td>Mon  Sep 29</td>
<td>City Council Meeting, 6:30 pm</td>
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<td>Thu  Oct 9</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<td>Thu  Oct 9</td>
<td>Neighborhood Council #1, Community Room, City Hall</td>
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<tr>
<td>Sun  Oct 12</td>
<td>Splash &amp; Dash Youth Triathlon</td>
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<tr>
<td>Mon  Oct 13</td>
<td>City Council Meeting, 6:30 pm</td>
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<tr>
<td>Tue  Oct 14-16</td>
<td>NRPA Congress</td>
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<tr>
<td>Tue  Oct 14</td>
<td>Neighborhood Council #2, Community Room, City Hall</td>
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<td>Date</td>
<td>Event Description</td>
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<tr>
<td>--------</td>
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<tr>
<td>Thu 16</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
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<tr>
<td>Mon 20</td>
<td>City Council Meeting, 6:30 pm</td>
</tr>
<tr>
<td>Tue 21</td>
<td>Neighborhood Council #4, Community Room, City Hall</td>
</tr>
<tr>
<td>Wed 22</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<tr>
<td>Thu 23</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
</tr>
<tr>
<td>Fri 31</td>
<td>Halloween Carnival, RSSCC</td>
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<tr>
<td>Fri 31</td>
<td>Halloween Carnival, OPCC&amp;G</td>
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<tr>
<td>Thu 6</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<tr>
<td>Thu 6</td>
<td>Neighborhood Council #1, Community Room, City Hall</td>
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<tr>
<td>Sun 9</td>
<td>Snowfest Arts &amp; Crafts Fair</td>
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<tr>
<td>Mon 10</td>
<td>City Council Meeting, 6:30 pm</td>
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<tr>
<td>Tue 11</td>
<td>Veterans Day event at RTCP, 11:00 am, RSRPD offices closed</td>
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<td>Tue 11</td>
<td>Neighborhood Council #2, Community Room, City Hall <em>(subject to change)</em></td>
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<td>Thu 13</td>
<td>Neighborhood Council #3, Community Room, City Hall</td>
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<tr>
<td>Mon 17</td>
<td>City Council Meeting, 6:30 pm</td>
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<tr>
<td>Tue 18</td>
<td>Neighborhood Council #4, Community Room, City Hall</td>
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<tr>
<td>Thu 20</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
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<tr>
<td>Wed 26</td>
<td>LAF meeting, 8:00 am, SVCC office</td>
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<tr>
<td>Thu 27-28</td>
<td>Thanksgiving holidays, RSRPD offices closed</td>
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<td>Mon 1</td>
<td>City Council Meeting, 6:30 pm</td>
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<tr>
<td>Thu 4</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
</tr>
<tr>
<td>Thu 4</td>
<td>Neighborhood Council #1, Community Room, City Hall <em>(usually dark)</em></td>
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<tr>
<td>Sun 7</td>
<td>Pearl Harbor Remembrance Day</td>
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<td>Tue 9</td>
<td>Neighborhood Council #2, Community Room, City Hall <em>(usually dark)</em></td>
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<tr>
<td>Thu 11</td>
<td>Neighborhood Council #3, Community Room, City Hall <em>(usually dark)</em></td>
</tr>
<tr>
<td>Mon 15</td>
<td>City Council Meeting, 6:30 pm</td>
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<tr>
<td>Tue 16</td>
<td>Neighborhood Council #4, Community Room, City Hall <em>(usually dark)</em></td>
</tr>
<tr>
<td>Tue 16</td>
<td>Hannukkah</td>
</tr>
<tr>
<td>Thu 18</td>
<td>RSRPD Board Meeting, SDCC, 6:30 pm</td>
</tr>
<tr>
<td>Wed 24</td>
<td>LAF meeting, 8:00 am, SVCC office <em>(Probably DARK or date will be changed)</em></td>
</tr>
<tr>
<td>Thu 24-25</td>
<td>Christmas holidays, RSRPD offices closed</td>
</tr>
<tr>
<td>Wed 1</td>
<td>New Year’s Day holiday, RSRPD offices closed</td>
</tr>
</tbody>
</table>

Colleen Janssen  
Marketing and Community Outreach Specialist
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 5, 2014

TO: District Manager

From: Director of Planning and Maintenance

Subject: Approval of Notice of Completion and Final Acceptance for the Challenger Field Phase 2 Construction Project

At its meeting of August 15, 2013, the Board of Directors awarded a contract to Malibu Pacific Tennis Courts, Inc. in the amount of $588,888.00 for the Challenger Field Phase 2 Construction Project.

The project was completed on April 25, 2014. The contractor has fulfilled all contractual obligations. At the time of contract award, the Board of Directors authorized an expenditure of up to 7.5%, or $44,167.00, if and when the need arose for extra work or modifications to the project. Two Change Orders totaling $18,842.77 were issued for the project. Change Order 1 in the amount of $16,242.77 was for miscellaneous improvements, including an additional domestic waterline and irrigation mainline, new sidewalk along Blackstock Street, additional chain link fencing, and additional material for the brick columns. Change Order 2 in the amount of $2,600.00 was to provide and install a new stainless steel grate drain at the restroom and to trench and install additional irrigation on the south side of the project. The actual total cost of the project is therefore $607,730.77.

Board Action Requested:

That the Board accept the work as complete for the Challenger Field Phase 2 Construction Project and authorize the final payment.

[Signature]
Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

NOTICE OF ACCEPTANCE

Notice is hereby given that on June 5, 2014, the Rancho Simi Recreation and Park District, organized and existing under Division 5, Chapter 4 of the California Public Resources Code, accepted the Challenger Field Phase 2 Construction Project from Malibu Pacific Tennis Courts, Inc., 31133 Via Colinas, Suite 107, Westlake Village, CA 91362, of the site commonly known as Apollo High School, 3150 School Street, Simi Valley, CA 93065 (APN No. 642-0-290-090), in the County of Ventura, State of California.

Dated: June 5, 2014

Rancho Simi Recreation and Park District

By: ________________________________
Mark E. Johnson, Chair
Board of Directors
NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is: RANCHO SIMI RECREATION AND PARK DISTRICT
3. The full address of the undersigned is: 1692 Sycamore Drive, Simi Valley, California 93065
4. The nature of the title of the undersigned is: In fee.
5. The full names and full addresses of all persons and entities, if any, who hold title with the undersigned are:
   NAMES                  ADDRESSES
   None

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:
   NAMES                  ADDRESSES
   None

7. A work of improvement consisting of the Challenger Field Phase 2 Construction Project was completed on April 25, 2014.
8. The name of the contractor for such work of improvement was Malibu Pacific Tennis Courts, Inc., 31133 Via Colinas, Suite 107, Westlake Village, CA 91362.
9. The property on which said work of improvement was completed is in the City of Simi Valley, County of Ventura, State of California, and is described as follows: Apollo High School, 3150 School Street, Simi Valley, CA 93065 (APN No. 642-0-290-090).
10. The street address of said property is (see No. 9 above).

Dated: June 5, 2014

By: ____________________________
   Mark E. Johnson, Chair, Board of Directors

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the state of California that I am the Chairman of the Board of Directors of the owner of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

June 5, 2014, Simi Valley, California

Mark E. Johnson, Chair, Board of Directors
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RANCHO SIMI RECREATION AND PARK DISTRICT

INTEROFFICE MEMORANDUM

Date: June 5, 2014
TO: District Manager
FROM: Director of Administration
SUBJECT: Approval of Mountains Recreation and Conservation Authority Preliminary budget for Fiscal Year 2014-15

SUMMARY

The Mountains Recreation and Conservation authority (Authority) (MRCA) was formed on June 27, 1985 through a Joint Powers Agreement between the Santa Monica Mountains conservancy (SMMC) and the Conejo Recreation and Park District. On July 10, 1987, the Agreement was amended to provide for the inclusion of the Rancho Simi Recreation and Park District. The stated purpose of the Authority is to acquire, develop, and conserve additional park and open space lands with special emphasis on recreation and conservation projects, and the protection and conservation of watersheds and the development of river parkways.

The Authority is governed by a Joint Exercise of Powers Agreement (JPA). Section 11.2 of the Agreement requires that an annual budget be prepared and submitted to the SMMC and the two Districts for approval. Enclosed for review by the Board of Directors is the MRCA Staff Report of June 4, 2014 and the FY 2014-15 MRCA Preliminary Budget as prepared by MRCA staff and detailed as (1) 2014-2015 Preliminary Budget – Statement of Revenues (2) 2014-2015 Preliminary Expense Budget

The Preliminary MRCA Budget for fiscal Year 2014-2015 is scheduled for approval by the MRCA Board at its meeting on June 4, 2014. It will be presented for approval to the Conejo Board on June 19, 2014. It is anticipated that the Preliminary Budget will be presented to the Governing Board of the SMMC in late July. Staff is now requesting that our Board approve the MRCA preliminary Budget as presented. Jeff Jones (Assistant financial Officer – MRCA) is scheduled to be present at the Board meeting to help answer any questions.

RECOMMENDATION

Staff recommends the Board approve the attached Mountains Recreation and Conservation authority Preliminary Budget for Fiscal Year 2014-15.

Karen Garber
Director of Administration
MEMORANDUM

TO: The Governing Board

FROM: Joseph T. Edmiston, FAICP, Hon. ASLA, Executive Officer

DATE: June 4, 2014

SUBJECT: Agenda Item: Consideration of resolution approving the Preliminary Budget for the Fiscal Year 2014-2015

Staff Recommendation: That the Governing Board adopt the attached resolution accepting the Mountains Recreation and Conservation Authority Preliminary Budget for Fiscal Year 2014-2015.

Background: Attached for your review and approval is the Preliminary Budget for Fiscal Year 2013-2014. Section 6500 et. seq. of the Government Code, and MRCA Joint Exercise Powers Agreement, Section 11.3 state

"...The Authority shall prepare an annual budget, in a form approved by the Conservancy and the Districts, which shall be submitted in the time and manner as specified by the Conservancy and the Districts..."

The preliminary budget is presented to the governing boards of the Mountains Recreation and Conservation Authority, the Santa Monica Mountains Conservancy, the Conejo Recreation and Parks District, and the Rancho Simi Recreation and Parks District at either their June or July meetings.

The preliminary budget submitted for the governing boards consideration is the 2013-14 adopted budget. A final budget is under development and will be presented to the governing boards for approval in the late July / early August 2014 time frame.

The preliminary budget acts as a stimulus to begin the public hearing process. A public hearing on the 2014-15 budget will held during the MRCA’s July 2, 2014 regularly stated meeting.
<table>
<thead>
<tr>
<th>Group Account Name</th>
<th>Actual 11/12</th>
<th>Actual 12/13</th>
<th>Approved 13/14</th>
<th>Prelim 14/15</th>
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<tbody>
<tr>
<td>Salaries and Wages</td>
<td>$4,726,216</td>
<td>$4,800,973</td>
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<td>Payroll Benefits</td>
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<td>General Office / Operations</td>
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<td>Insurance</td>
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<td>$646,874</td>
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<td>Grants - Out</td>
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<td>$372,595</td>
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<td>$47,775</td>
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<td><strong>TOTAL EXPENSES</strong></td>
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<td>$22,257,000</td>
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<td>Group Account Name</td>
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<td>Actual 12/13</td>
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<td>Interest Earnings</td>
<td>$10,083</td>
<td>$21,282</td>
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<td>Fees - Events</td>
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<td>Fees - Filming</td>
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<td>Leases - Land</td>
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<td>Other Government Grants</td>
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<td>Gov't Agency Contracts</td>
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<td>$2,307,928</td>
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<td>Sale of Assets</td>
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<td>$1,360,000</td>
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<td>Donations</td>
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<td>Community Facil Dist.</td>
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<td>-</td>
<td>-</td>
<td>$250,000</td>
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<td>Miscellaneous Revenue</td>
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<td>$6,858</td>
<td>$103,050</td>
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<tr>
<td><strong>Total Net Revenue</strong></td>
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<td>$23,099,699</td>
<td>$21,832,224</td>
<td>$28,954,000</td>
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</tbody>
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RANCHO SIMI RECREATION AND PARK DISTRICT

INTEROFFICE MEMORANDUM

Date:       June 5, 2014
TO:         District Manager
FROM:       Director of Administration
SUBJECT:    Approval of ADP Program Upgrade and Implementation of Associated Cost Saving Measures

SUMMARY

The District is currently running a very old version of ADP payroll software that will no longer be supported by ADP at the end of 2014. In anticipation of this, staff has evaluated alternatives. This research has included consideration of an expansion of the existing general ledger program used by the District (Accufund) by adding a payroll module. This research has also included a review of an ADP upgrade. The ADP upgrade appears to represent the most desirable option.

Under the upgrade, ADP is hosting their payroll system online and they are already in their 5th generation. This product offers all the capabilities we have now, plus user friendly reporting and flexibility. ADP offers the ability to clock-in online by using a computer or by using a mobile device, supported with geofencing (which allows restrictions on where an employee can clock in and out from). The ADP upgrade would also allow the District to better move in the direction of paperless by providing our employees the ability to view and print their pay stubs online and also to receive their pay electronically. Electronic pay would be in the form of a direct deposit or by the use of Pay Cards (which can be automatically loaded with the employee’s net pay on pay day).

Increased Efficiencies and Savings:

1. The District currently processes payroll using several different methods of collecting data; manual time cards, time clocks, and online time recording (which we have been successfully testing for some time). By moving to the online and mobile device time recording and tracking the District can standardize and automate the time recording process, expediting the payroll processing time and improve accuracy.

2. The District cuts 152 checks every pay day. Another 200 employees who have direct deposit still receive a paper pay stub. Only 27 employees are completely paperless. By reducing paper
pay stubs and drastically reducing live checks through a greater use of direct deposits and pay cards the District can save more on paper, postage, and labor costs.

3. The District currently spends several thousand dollars each year to create the State Controller’s report as the current version of ADP that the District uses cannot produce these reports given the different job pay levels per employee. The ADP upgrade should allow staff to pull these reports directly, and any data entered into ADP will be tracked and available for reporting.

**Cost Savings with the Upgrade:**
The annual cost for ADP is currently about $72,000. If upgraded there are items the District will no longer need to pay for, as follows:

1. Eliminating time clock rentals can result in an annual reduction in costs of approximately $15,800.
2. Eliminating out dated / unused technology (CDs, Tape Reports and LAN fees) can save $2,300 per year
3. Reducing the number of active people we keep in the ADP system will save us $3,000 per year.

The new net annual expense would be **$50,900, a savings of $21,100**. Considering this savings and a comparison of the features of ADP and Accufund, staff believes upgrading ADP software is the best alternative. See attached summary comparison.

**RECOMMENDATION**

Staff recommends upgrading to the new version of ADP. This upgrade will result in savings, not additional expenditures. If approved, staff will proceed with the upgrade, training and implementation.

Karen Garber  
Director of Administration
**Accu Fund Payroll:**

Cost:
- Annually: $27,756 (Additional)
- Set Up Fee: $30,000

Additional Cost for printing checks here, printing W-2s here or paying a third party, and depositing payroll taxes is approximately $8,000 annually.

Pros:
1. Interface directly into our general ledger and posts as people clock in.
2. Costs less than ADP annually about $15k
3. Employee portal for company news, self-service pay stubs and time entry

Cons:
1. We have to mail taxes and tax returns (they will produce them)
2. We print checks here and distribute, which will add cost of checks and manpower
3. They use Time Clocks and internet for clock-ins. They are currently working on mobile device clock-ins
4. They offer Direct Deposit, but no pay cards. (They thought they could generate a file for the bank and the bank could offer this though)
5. We would have to run W-2s here or have a third party run them.

**ADP Payroll upgrade:**

Cost:
- Annually: $50,900  This represents a $21k savings over what we pay now.
- Set up Fee: $0

Pros:
1. We are already on this system, so they have all our data. They would just convert it to the updated version
2. They offer Pay Cards, where we could have employees either use direct deposit or have their pay put on these cards.
3. They offer several ways to clock-in; by internet or mobile devices.
4. We can pull any type of custom report. Very flexible.
5. They are the leader in payroll processing. ADP processes payroll for 1 in 6 U.S. Workers
6. Employees can access their pay stubs and W2s online, like they do now.

Cons:
1. It costs about $15k more than processing payroll on Accu Fund would cost
2. It doesn't automatically post to our general ledger
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 5, 2014
TO: District Manager
FROM: Administrative Analyst
SUBJECT: Approval of Award of Contract for Maintenance Uniform Services

Background and Overview:

The Park District’s grounds and buildings maintenance staff and golf course maintenance staff, a total of 75 employees, wear District-issued uniforms consisting of a brown jacket, tan shirts and brown pants or shorts.

At its meeting of March 20, 2014, the Park District’s Board of Directors authorized staff to solicit bids for a new Maintenance Uniform Services Contract. At the beginning of the new contract, the Park District will purchase one new jacket for each of the uniformed staff, and the uniform services provider will supply a full issue of new uniforms for all uniformed staff.

A Notice Inviting Bids was published in the Ventura County Star newspaper on April 6, 2014. A total of five uniform supply companies received bid packages for the project.

On April 29, 2014, sealed, written bids were received from the following bidders:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prudential Overall Supply, Moorpark, CA</td>
<td>$2,251.97</td>
</tr>
<tr>
<td>UniFirst Corporation, Wilmington, MA</td>
<td>$2,337.28</td>
</tr>
<tr>
<td>ARAMARK Uniform Services, Burbank, CA</td>
<td>$2,457.79</td>
</tr>
</tbody>
</table>

Staff is recommending that the contract be awarded to the apparent low bidder, Prudential Overall Supply, from Moorpark, California. Prudential has provided uniforms for the Park District’s maintenance staff since July 2007, and District staff have been satisfied with Prudential’s performance.

Fiscal Impact:

The first year’s expenses will include a one-time charge of $1,871.25 to purchase one new jacket for each uniformed staff person. The weekly rental cost for all uniformed grounds,
buildings and golf course maintenance staff is **$380.72**, for an annual rental cost of **$19,797.44**. The annual rental cost is based on itemized unit prices and will expand and contract depending on the number of uniformed employees.

**Board Action Requested:**

That the Board:

1. **Award a Contract for Maintenance Uniform Services to Prudential Overall Supply to provide maintenance staff uniforms.**

2. **Authorize the District Manager to execute an Agreement with the awarded firm on behalf of the District.**

Robin Walker  
Administrative Analyst
This Contract for Maintenance Uniform Services (hereinafter "CONTRACT"), effective as of July 1, 2014 (the "Effective Date"), is entered into by and between Rancho Simi Recreation and Park District (hereinafter "DISTRICT"), 1692 Sycamore Drive, Simi Valley, California 93065, and Prudential Overall Supply (hereinafter "CONTRACTOR"), 5300 Gabbert Road, Moorpark, California 93021.

WITNESSETH

WHEREAS, the principal purpose of DISTRICT in entering into this CONTRACT is to provide maintenance uniform services for DISTRICT staff; and

WHEREAS, the DISTRICT advertised for bids for the provision of maintenance uniform services; and

WHEREAS, the DISTRICT received and carefully analyzed three (3) bids received on April 29, 2014, including the bid submitted by CONTRACTOR; and

WHEREAS, the DISTRICT determined that CONTRACTOR was the apparent lowest bidder and selected said bidder to provide maintenance uniform services in accordance with the terms and conditions of this CONTRACT; and

WHEREAS, CONTRACTOR desires to secure and enter into a CONTRACT in accordance with the foregoing and undertakes to provide services of the type and character required by the DISTRICT to meet the needs of DISTRICT staff;

NOW THEREFORE, in consideration of their mutual promises, obligations assumed, supplies and services to be provided, releases given, payments made and to be made, and the other considerations set forth herein, the parties hereto agree as follows:

SECTION 1. DURATION OF AGREEMENT

1.1 Unless terminated earlier, this CONTRACT will remain in effect from July 1, 2014, through June 30, 2017.

SECTION 2. EXTENSION PERIOD

2.1 The DISTRICT may, at its sole option and discretion, extend this CONTRACT for two additional one-year periods (each one-year period an "Extension Period"). For each Extension Period, unit prices may be adjusted as agreed to by the parties, but in no event shall any increase be greater than the lesser of (1) 4% or (2) the average increase in the US Department of Labor, Bureau of Labor Statistics Consumer Price Index for Maintenance Uniform Service Agreement
Page 1 of 10
SECTION 3. COMPLIANCE WITH LAWS

3.1 CONTRACTOR warrants that CONTRACTOR possesses all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, CONTRACTOR will comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

SECTION 4. FIRM PRICING

4.1 CONTRACTOR's maintenance uniform services will be used by the DISTRICT on an as-needed basis during the entire term of this CONTRACT. The prices charged for these items and services shall be in accordance with the Bid Submission Form dated April 28, 2014, which form is attached hereto as Exhibit A and by this reference incorporated herein. Said prices are valid for the entire term of this CONTRACT.

SECTION 5. ESTIMATED QUANTITIES

5.1 The quantities indicated in Exhibit A are estimates based on past purchasing experience, and were used to determine the lowest overall bid. Actual quantities of each item purchased during the period of this CONTRACT will vary up or down from these estimated amounts as required by the DISTRICT.

SECTION 6. SUPPLEMENTAL PURCHASES

6.1 Supplemental purchases may be made from CONTRACTOR during this CONTRACT term in addition to the items listed in Exhibit A. For these supplemental purchases, CONTRACTOR will not charge prices to the DISTRICT in excess of the amounts charged to other government entities for the same item.

SECTION 7. NON-EXCLUSIVE AGREEMENT

7.1 The DISTRICT reserves the right to purchase items listed in Exhibit A, as well as any supplemental items, from other vendors during this CONTRACT term.

SECTION 8. INDEPENDENT CONTRACTOR STATUS

8.1 It is expressly understood and agreed between CONTRACTOR and DISTRICT that CONTRACTOR is an independent contractor and not an agent, servant, employee, or representative of DISTRICT in the performance of services. No term or provision of this
CONTRACT, or act of CONTRACTOR or DISTRICT under this CONTRACT, shall be construed as changing this status. Since CONTRACTOR is an independent contractor, DISTRICT shall not provide CONTRACTOR with any of DISTRICT's employee benefits or with any other statutory benefits, such as Workers' Compensation coverage. DISTRICT shall not pay withholding taxes, social security taxes, employment insurance contributions and/or payroll taxes for CONTRACTOR and CONTRACTOR's employees. CONTRACTOR must make any financial reports in connection with taxes or otherwise as required by state, federal, or local law applicable to a self-employed person/entity.

8.2 CONTRACTOR is solely responsible for providing to its employees all legally required employee benefits. DISTRICT is not responsible for payment of any salaries, wages or compensation to any of CONTRACTOR's personnel.

SECTION 9. INDEMNITY

9.1 CONTRACTOR shall assume the defense of and indemnify and hold harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of CONTRACTOR's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the CONTRACT, regardless of responsibility of negligence; provided

A. That DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless agreement because of the acceptance by DISTRICT or the deposit with DISTRICT by CONTRACTOR, of any of the insurance policies hereinafter described in this CONTRACT.

B. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

C. That notwithstanding any provision of this CONTRACT to the contrary, the duty of CONTRACTOR to defend or indemnify or hold harmless the DISTRICT and/or its elective and appointive boards, officers, agents, and employees, shall not apply in the event of conduct of the DISTRICT and/or its elective and appointive boards, officers, agents and employees covered by the provisions of California Civil Code Section 2782, or other applicable laws, gives rise to the claim, loss, damage, injury and/or liability.
SECTION 10. NONDISCRIMINATION

10.1 CONTRACTOR, with regard to this CONTRACT, shall no: discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of all employees, and in the provision of services and sale of products.

SECTION 11. CONSEQUENTIAL DAMAGES

11.1 DISTRICT shall not be liable hereunder for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence), or strict liability including, but not limited to, loss of use of or under-utilization of labor or facilities, loss of revenue or anticipated profits, or claims from customers resulting from a party's performance or nonperformance of its obligations under this CONTRACT, or in the event of suspension or termination of this CONTRACT.

SECTION 12. TERMINATION

12.1 The DISTRICT may, at its option, terminate this CONTRACT at any time prior to completion of this CONTRACT by giving to CONTRACTOR a written notice of termination. Upon receiving such a notice, CONTRACTOR shall immediately discontinue further services under this CONTRACT. In the event of such termination, the DISTRICT shall pay CONTRACTOR for maintenance uniform services actually performed, which fees shall in no event exceed the pricing authorized in Exhibit A.

SECTION 13. SPECIFICATIONS

13.01 General

A. Each uniform supplied under this contract will consist of new garments constructed in conformance with the materials and performance standards specified for each article of clothing. Colored items will be vat dyed for maximum color retention.

B. All employees will be supplied with new uniforms by July 15, 2014.

C. CONTRACTOR will be responsible for properly fitting each person with uniforms, including replacement garments. Incorrectly sized garments will be replaced immediately at no additional charge to the DISTRICT.

D. CONTRACTOR will provide new uniforms for uniformed workers hired during the term of the contract. Garments will be delivered no later than two weeks after the order is placed.

E. CONTRACTOR will provide and maintain as an inventory for each person twice the contracted number of complete changes per week, plus one additional complete change (i.e. 11 shirts and pants/shorts will be provided when 5 of each are contracted per week per person). The only exception to this will be that

Maintenance Uniform Service Agreement
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persons receiving coveralls or smocks will be provided with an inventory of one (i.e. three coveralls or smocks total per person).

F. CONTRACTOR will provide all name tags and DISTRICT emblems on each shirt, jacket, and coverall for current uniformed workers, as well as for new uniformed workers hired during the contract period.

13.02 Jackets

A. A new jacket will be purchased for each uniformed worker at the beginning of the contract term, and a new jacket will be purchased for each new uniformed worker hired during the term of the contract.

B. CONTRACTOR will not be responsible for laundering jackets.

C. Slash Pocket Jackets which meet these specifications or equivalent:
   

      Lining: 100% Polyester.  
      Insulation: 100% Polyester.


   6. Pocket: Two lower inset slash pockets and utility pocket on left sleeve.

   7. Color: Dark brown.

D. Jackets will have a DISTRICT emblem on the left sleeve and the employee’s first name emblem on the left chest.

E. A separate billing will be provided for purchased jackets.

13.03 Work Pants and Shorts:

A. Industrial work pants which meet these specifications or equivalent:

   1. Fabric: 7.5 oz. Twill.

   2. Blend: 65% Polyester/35% Cotton.


5. Pocket: Two slack-style front pockets, two set-in hip pockets, left pocket has button closure, darts over hip pockets.


B. Industrial work shorts which meet these specifications or equivalent:

2. Blend: 65% Polyester/35% Cotton.
4. Closure: Heavy-duty brass ratcheting zipper, button closures.
5. Pocket: Two slack-style front pockets, two set-in hip pockets, left pocket has button closure, darts over hip pockets.

C. Employees will have the option of selecting a combination of pants and shorts.

13.04 Work Shirts for Grounds, Building, Community Center and Golf Course Crew Members:

A. Industrial Work Shirts which meet these specifications or equivalent:

2. Blend: 65% Polyester/35% Cotton.
6. Facing: Stitched-down front.
7. Pocket: Two button-thru, hex-style pockets with angled bar-tacks, bar-tacked pencil stall on left pocket.

B. Crew member shirts will have a DISTRICT emblem on the left sleeve and the employee's first name emblem above the left pocket.

C. Employees will have the option of selecting a combination of long- and short-sleeved shirts.
13.05 **Security Shirts for Supervisors:**

A. Upgraded Security Shirts which meet these specifications or equivalent:

2. Blend: 65% Polyester/35% Cotton.
4. Closure: Seven button with vertical button holes.
5. Collar: Two piece collar, lined, banded, w/color stays.
6. Pocket: Two hex style pockets with center pleat, button flaps and left pencil pocket.

B. Each supervisor will have the option of selecting a combination of long- or short-sleeve shirts.

C. Supervisor shirts will have the DISTRICT emblem on the left sleeve, but **no** name emblem.

13.06 **Coveralls**

A. Coveralls meeting these specifications or equivalent:

2. Blend: 65% Polyester/35% Cotton.
5. Collar: One-piece, topstitched
6. Pocket: Two set-in front pockets, two chest pockets, two patch hip pockets.

B. Coveralls will have a DISTRICT emblem on the left sleeve and the employee’s first name emblem above the left pocket.
C. Employees will have the option of selecting long- and short-sleeved coveralls.

13.07 Towels

A. Towels which will meet these specifications or equivalent:
   1. Mechanic's towels, 18x18.
   2. Huck towels, 16x32.
   3. Glass towels, 16x29.
   2. Bath towels, 22x44.

B. Towels will be laundered weekly.

13.08 Miscellaneous Items

A. Miscellaneous items will meet these specifications or equivalent:
   1. Wet mop, 24 oz.
   2. Dust mop, 50”.
   2. Fender and seat covers.

B. Items will be laundered weekly.

13.09 Cleaning, Delivery and Maintenance

A. All uniform items (pants, shorts, shirts, and coveralls) will be laundered weekly, pressed, and delivered on hangers. Dry cleaning only and steam finish are not acceptable.

B. CONTRACTOR will exchange the contracted number of changes per person on the once-per-week schedule.

C. Deliveries will be made to the following locations:
   1. Sycamore Drive Community Center, 1692 Sycamore Drive, Simi Valley.
   2. Rancho Santa Susana Community Park, 5005 Los Angeles Avenue, Simi Valley.
   3. Rancho Santa Susana Community Center, 5005-C Los Angeles Avenue, Simi Valley.
   4. Rancho Simi Community Park, 1765 Royal Avenue, Simi Valley.
   5. Rancho Tapo Community Park, 3700 Avenida Simi, Simi Valley.
   6. Rancho Madera Community Park, 556 Lake Park Drive, Simi Valley.
   7. Oak Canyon Community Park, 5600 Hollytree Drive, Oak Park.
   8. Oak Park Community Center, 1000 N. Kanan Road, Oak Park.
   9. Sinaloa Golf Course, 980 Madera Road, Simi Valley.
10. Simi Hills Golf Course, 5031 Alamo Street, Simi Valley.

D. CONTRACTOR will process garments and all other service items in accordance with standards required by City, County, and State public health agencies. Garments damaged during processing will be replaced by CONTRACTOR at no cost to the DISTRICT.

E. CONTRACTOR will maintain all garments in good repair. Garments that are worn out through normal use prior to contract expiration will be replaced on an as-needed basis. "Worn" will mean faded uniforms, frayed or torn cuffs and/or collars, thin knee areas in pants, or any other result of normal wear. **There will be no extra cost to the DISTRICT for replacement of worn uniforms.** The DISTRICT, in its sole discretion, will determine what "worn" means.

F. CONTRACTOR will provide replacement garments at the agree-upon unit cost for damaged, lost or stolen articles. A separate billing will be provided for these items, or any other charges outside the standard weekly rental/laundering fees.

G. CONTRACTOR will maintain an accurate inventory of all items provided and picked up on a week-to-week basis, which will be available for review by the designated DISTRICT representative in the event an item is reported damaged, lost or stolen by the CONTRACTOR. A review by the designated DISTRICT representative of any item claimed to be damaged, lost or stolen will be required prior to any payment authorization for such items by the DISTRICT.

H. CONTRACTOR will maintain a system of tagging garments for repair.

I. CONTRACTOR will provide laundry disposal hampers of adequate size and capacity, as determined by the designated DISTRICT representative, at each of the delivery locations designated by the DISTRICT as specified in Section 13.09(C).

J. A delivery receipt will be signed by a designated DISTRICT representative at each of the delivery locations. Each signed delivery receipt will accompany the monthly statements for verification of delivery.

K. DISTRICT will supply lockers, locks and keys as needed. CONTRACTOR will label each locker with the assigned user name and user number.

(Signature Page Follows)
IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year herein below written.

Date: ____________________

RANCHO SIMI RECREATION AND PARK DISTRICT

By: _______________________

Larry Peterson, District Manager

Date: ________________

PRUDENTIAL OVERALL SUPPLY

By: _______________________

Signature

Print name: ________________________

Title: ________________________

APPROVED AS TO FORM:

__________________________
Brian Pierik, Legal Council

Maintenance Uniform Service Agreement
Page 10 of 10
EXHIBIT A

PRUDENTIAL OVERALL SUPPLY
BID SUBMISSION FORM DATED APRIL 28, 2014
3.07  Bid Form

Date: 4/28/2014

To: Ms. Robin Walker, Administrative Analyst
Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065

In accordance with the Rancho Simi Recreation and Park District Maintenance Uniform Services Contract Request for Bids, we are pleased to offer the Park District the considerations described on the attached sheets for the privilege of providing uniform rental and related services for Rancho Simi Recreation and Park District.

The undersigned Bidder hereby understands, warrants and agrees:

1) That the Bidder has read, understood and agrees to provide uniform rental and related services in accordance with the terms, conditions and specifications in the Maintenance Uniform Services Contract Request for Bids.

2) That the Bidder is authorized to represent the bidding firm.

3) Summary of Bid Items:
   Total Cost of Purchased Jackets: $1871.25
   Total Weekly Rental Costs: $380.72
   Total Setup/Prep Fees: $0
   Total Other Charges: $0
   Total Bid: $2251.97

4) Provide any exceptions from the specifications on an attached sheet.
5) This bid does not include State or Local Taxes, Federal Excise Taxes, or License Fees.
6) A sample of each type of uniform being bid must accompany the Bid Submission Forms.

Firm Name: Prudential Overall Supply

Complete Address: 5300 Gabbert Road, Moorpark, CA 93021

Tax ID No.: 95-1535681 State Incorporated In: California

Phone No.: (805) 529-0833 Fax No.: (805) 529-3447

Bidder Signature: John Locke General Manager

Bid Submission Forms - 13
If incorporated, provide name and business address of President, Secretary and Treasurer. If a firm or partnership, provide the name and address of each member of the partnership:

Name: Tom Watts
Title: President
Business Address: 1661 Alton Pkwy Irvine, Ca 92606

Name: Jim Murray
Title: Secretary - Treasurer
Business Address: 1661 Alton Pkwy Irvine, Ca 92606


3.08 Bid Worksheet

A. Cost of Purchased Jackets:

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>Unit Cost</th>
<th>Total Cost of Purchased Jackets</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Jacket Per Uniformed Employee</td>
<td>75</td>
<td>24.95</td>
<td>1871.25</td>
</tr>
</tbody>
</table>

B. Weekly Rental Costs at Each Delivery Location:

1. Sycamore Drive Community Center, 1692 Sycamore Drive, Simi Valley

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts 5-day employees</td>
<td>29</td>
<td>5</td>
<td>.37</td>
<td>53.65</td>
</tr>
<tr>
<td>Work Pants or Shorts 4-day employees</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>148</td>
</tr>
<tr>
<td>Work Pants or Shorts 2-day employees</td>
<td>1</td>
<td>2</td>
<td>.37</td>
<td>.74</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) - 5-day employees</td>
<td>26</td>
<td>5</td>
<td>.37</td>
<td>48.10</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
<td>Units</td>
<td>Cost Per Unit</td>
<td>Total Cost</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved)</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>.37 * 4 = 1.48</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved)</td>
<td>1</td>
<td>2</td>
<td>.37</td>
<td>.37 * 2 = .74</td>
</tr>
<tr>
<td>Security Shirt (Long- or Short-Sleeved)</td>
<td>3</td>
<td>5</td>
<td>.47</td>
<td>.47 * 5 = 7.05</td>
</tr>
<tr>
<td>Coveralls (Mechanics/Mow Crew)</td>
<td>6</td>
<td>1</td>
<td>.74</td>
<td>.74 * 1 = 4.44</td>
</tr>
<tr>
<td>Mechanics Towels</td>
<td>N/A</td>
<td>150</td>
<td>.06</td>
<td>.06 * 150 = 9.00</td>
</tr>
<tr>
<td>Dust Mops</td>
<td>N/A</td>
<td>2</td>
<td>.95</td>
<td>.95 * 2 = 1.90</td>
</tr>
<tr>
<td>Seat Covers</td>
<td>N/A</td>
<td>2</td>
<td>.45</td>
<td>.45 * 2 = .90</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>5.00</td>
</tr>
</tbody>
</table>

**Sycamore Drive Community Center Total:** 134.48

2. Rancho Santa Susana Community Park, 5005 Los Angeles Avenue, Simi Valley

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts</td>
<td>5</td>
<td>5</td>
<td>.37</td>
<td>.37 * 5 = 1.85</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved)</td>
<td>5</td>
<td>5</td>
<td>.37</td>
<td>.37 * 5 = 1.85</td>
</tr>
<tr>
<td>Mechanics Towels</td>
<td>N/A</td>
<td>25</td>
<td>.06</td>
<td>.06 * 25 = 1.50</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>5.00</td>
</tr>
</tbody>
</table>

**Rancho Santa Susana Community Park Total:** 25.00

---

**Bid Submission Forms - 15**
3. Rancho Santa Susana Community Center, 5005-C Los Angeles Avenue, Simi Valley

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts</td>
<td>2</td>
<td>5</td>
<td>.37</td>
<td>3.70</td>
</tr>
<tr>
<td>5-day employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) - 5-day employees</td>
<td>2</td>
<td>5</td>
<td>.37</td>
<td>3.70</td>
</tr>
<tr>
<td>Dust Mop</td>
<td>N/A</td>
<td>4</td>
<td>.95</td>
<td>3.80</td>
</tr>
<tr>
<td>Bath Towels</td>
<td>N/A</td>
<td>50</td>
<td>.23</td>
<td>11.50</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>5.00</td>
</tr>
</tbody>
</table>

Identify Any Other Weekly Charges: 

Rancho Santa Susana Community Center Total: **27.70**

4. Rancho Simi Community Park, 1765 Royal Avenue, Simi Valley

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts</td>
<td>4</td>
<td>5</td>
<td>.37</td>
<td>7.40</td>
</tr>
<tr>
<td>5-day employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Pants or Shorts</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>1.48</td>
</tr>
<tr>
<td>4-day employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) - 5-day employees</td>
<td>4</td>
<td>5</td>
<td>.37</td>
<td>7.40</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) - 4-day employees</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Mechanics Towels</td>
<td>N/A</td>
<td>25</td>
<td>.06</td>
<td>1.50</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>5.00</td>
</tr>
</tbody>
</table>

Identify Any Other Weekly Charges: 

Rancho Simi Community Park Total: **24.26**
5. Rancho Tapo Community Park, 3700 Avenida Simi, Simi Valley

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts 5-day employees</td>
<td>4</td>
<td>5</td>
<td>.37</td>
<td>7.40</td>
</tr>
<tr>
<td>Work Pants or Shorts 4-day employees</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) - 5-day employees</td>
<td>4</td>
<td>5</td>
<td>.37</td>
<td>7.40</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) 4-day employees</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Mechanics Towels</td>
<td>N/A</td>
<td>25</td>
<td>.06</td>
<td>1.50</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>5.00</td>
</tr>
</tbody>
</table>

Identify Any Other Weekly Charges:

Rancho Tapo Community Park Total: 24.26

6. Rancho Madera Community Park, 556 Lake Park Drive, Simi Valley

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts 5-day employees</td>
<td>4</td>
<td>5</td>
<td>.37</td>
<td>7.40</td>
</tr>
<tr>
<td>Work Pants or Shorts 4-day employees</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) - 5-day employees</td>
<td>4</td>
<td>5</td>
<td>.37</td>
<td>7.40</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) 4-day employees</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Mechanics Towels</td>
<td>N/A</td>
<td>25</td>
<td>.06</td>
<td>1.50</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>5.00</td>
</tr>
</tbody>
</table>

Identify Any Other Weekly Charges:

Rancho Madera Community Park Total: 24.26

Bid Submission Forms - 17
### Oak Canyon Community Park, 5600 Hollytree Drive, Oak Park

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts 5-day employees</td>
<td>6</td>
<td>5</td>
<td>.37</td>
<td>11.10</td>
</tr>
<tr>
<td>Work Pants or Shorts 4-day employees</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) – 5-day employees</td>
<td>5</td>
<td>5</td>
<td>.37</td>
<td>9.25</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) – 4-day employees</td>
<td>1</td>
<td>4</td>
<td>.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Security Shirt (Long- or Short-Sleeved) – Supervisors</td>
<td>1</td>
<td>5</td>
<td>.47</td>
<td>2.35</td>
</tr>
<tr>
<td>Mechanics Towels</td>
<td>N/A</td>
<td>25</td>
<td>.06</td>
<td>1.50</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>5.00</td>
</tr>
</tbody>
</table>

Identify Any Other Weekly Charges:  

Oak Canyon Community Park Total: **32.16**

### Oak Park Community Center, 1000 N. Kanan Road, Oak Park

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dust Mops</td>
<td>N/A</td>
<td>2</td>
<td>.95</td>
<td>1.90</td>
</tr>
<tr>
<td>Wet Mops</td>
<td>N/A</td>
<td>2</td>
<td>1.25</td>
<td>2.50</td>
</tr>
<tr>
<td>Huck Towels</td>
<td>N/A</td>
<td>13</td>
<td>.15</td>
<td>1.95</td>
</tr>
<tr>
<td>Glass Towels</td>
<td>N/A</td>
<td>25</td>
<td>.17</td>
<td>4.25</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>5.00</td>
</tr>
</tbody>
</table>

Identify Any Other Weekly Charges:  

Oak Park Community Center Total: **15.60**

Bid Submission Forms - 18
9. Sinaloa Golf Course, 980 Madera Road, Simi Valley

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts 5-day employees</td>
<td>3</td>
<td>5</td>
<td>$0.37</td>
<td>$5.55</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) – 5-day employees</td>
<td>3</td>
<td>5</td>
<td>$0.37</td>
<td>$5.55</td>
</tr>
<tr>
<td>Mechanics Towels</td>
<td>N/A</td>
<td>25</td>
<td>$0.06</td>
<td>$1.50</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>$5.00</td>
</tr>
</tbody>
</table>

Identify Any Other Weekly Charges:

Sinaloa Golf Course Total: $1760

10. Simi Hills Golf Course, 5031 Alamo Street, Simi Valley

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units Each Week</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Pants or Shorts 5-day employees</td>
<td>12</td>
<td>5</td>
<td>$0.37</td>
<td>$22.20</td>
</tr>
<tr>
<td>Work Shirt (Long- or Short-Sleeved) – 5-day employees</td>
<td>12</td>
<td>5</td>
<td>$0.37</td>
<td>$22.20</td>
</tr>
<tr>
<td>Mechanics Towels</td>
<td>N/A</td>
<td>100</td>
<td>$0.06</td>
<td>$6.00</td>
</tr>
<tr>
<td>Delivery Charge</td>
<td></td>
<td></td>
<td></td>
<td>$5.00</td>
</tr>
</tbody>
</table>

Identify Any Other Weekly Charges:

Simi Hills Golf Course Total: $5540

Total Weekly Rental Costs (Add all delivery locations 1-10): $3807.2
C. Setup/Prep Fees:

<table>
<thead>
<tr>
<th>Article</th>
<th>No. of Employees</th>
<th>No. of Units</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setup Fees: Park District Emblems for all jackets, shirts, and coveralls</td>
<td>75</td>
<td>N/A</td>
<td>No Charge</td>
<td>Ø</td>
</tr>
<tr>
<td>Setup Fees: Name Emblems for all jackets, shirts, and coveralls</td>
<td>75</td>
<td>N/A</td>
<td>No Charge</td>
<td>Ø</td>
</tr>
<tr>
<td>Prep Fees, please identify:</td>
<td></td>
<td>N/A</td>
<td>No Charge</td>
<td>Ø</td>
</tr>
</tbody>
</table>

Total Setup/Prep Fees: Ø

D. Other Charges: Identify any other charges or fees that are not identified in Section 3.08(A), (B) and (C). Do not include State or Local Taxes, Federal Excise Taxes, or License Fees:

<table>
<thead>
<tr>
<th>Article (Please Identify and Explain)</th>
<th>No. of Employees</th>
<th>No. of Units</th>
<th>Unit Cost</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Other Charges: Ø
3.09 Statement of Financial Ability/References

A. Attach a separate sheet stating the Bidder's financial ability and a general description of similar work performed. Include number of years engaged in providing the work included within the scope of the specifications under the present business name:

Prudential Overall Supply

B. List and describe fully the last three contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The Park District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

1) Customer Name: City of Thousand Oaks
   Address: 1993 Rancho Conejo Blvd. Thousand Oaks CA 91320
   Contact name: Chris Meske
   Phone number: 805/376-5090
   Contract amount: $46,926 weekly Year: 33,640.00
   Description of work done: Uniforms, mats, towels, direct sale

2) Customer Name: City of Simi Valley
   Address: 500 W. Los Angeles Ave Simi Valley CA 93063
   Contact name: Joyce Goodwin
   Phone number: 805/583-6400
   Contract amount: $693,474 weekly Year: 36,060.00
   Description of work done: Uniforms, mats, towels

3) Customer Name: City of Ojai
   Address: 408 S. Signal St. Ojai CA 93024
   Contact name: Nina Unzueta
   Phone number: 805/646-5581
   Contract amount: $210,100 weekly Year: 10,925.00
   Description of work done: Uniforms, mats, towels
3.10 Workers' Compensation Insurance Certificate

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

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

Date: 4-22-13
By: John
Title: VP Finance

Date: 4-28-14
By: [Signature]
Title: General Manager
CREDIT INFORMATION

BANK: Union Bank of California
Corporate Deposit Services
18300 Von Karman Avenue
Irvine, CA 92612
Tel: (949) 553-6867, Fax: 949-553-7122
Checking Account No. 4550123466
Contact: Susan Allen. Tel: (949)553-6867

YEARS ON BUSINESS: Since 1932
DATE INCORPORATED: 9/02/1947
CALIFORNIA CORPORATION A 383239
LICENSE: D 0219990
STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC): 7218
DUN & BRADSTREET ACCOUNT NO: 02-857-9803 RATING: 5A1
(Customer rating needs written request (A/R)

FEDERAL I.D. NO: 95-1535681
SALES TAX: NM 02-148477-005
NV 32736 0000
VA 0018008591-7
CO 15 07292 0000
SY-EA-98-038015
10-072746-M

RESALE PERMIT NO:
ARIZONA PRIVILEGE TAX NO:
EMPLOYEES: 1640 (approximately)
REAL ESTATE OWNED:


CREDIT REFERENCES:

American Dawn
401 W. Artesia, Compton, CA 90220
(800) 821-2221

P.T.M., Inc. – Pro Tec Mfg.
21051 Osborne Street
Canoga Park, CA 91304
(818) 718-1222

ECOLAB
370 N. Wabasha Street
St. Paul, Minnesota 55102-2233
(651) 293.2233
Acme Laundry
21600 Lassen Street
Chatsworth, CA 91311
(818) 341-0700

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Uniform Programs • Towel Programs • Facility Programs • Cleanroom Programs

REUSABLE TEXTILES
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE:       June 5, 2014
TO:         District Manager
FROM:       Administrative Analyst
SUBJECT:    Approval of a Resolution Approving the Application for Grant Funds from the Environmental Enhancement and Mitigation Program for the Acquisition of Alamos Canyon

Background:

Alamos Canyon is located north of the 118 freeway between the Simi Valley Landfill on the east and the City of Simi Valley/City of Moorpark boundary line on the west. The Nature Conservancy ("TNC") and Santa Monica Mountains Conservancy ("SMMC") have targeted the acquisition of a 734-acre portion of Alamos Canyon due to the canyon being a key piece of open space needed to provide a wildlife corridor linkage between the Sierra Madre Mountains and the Santa Monica Mountains.

TNC is in negotiation with the property owners, Waste Management of California, Inc. ("WM"), regarding the purchase of the property, and has acquired a Willing Seller Letter from WM. TNC has also secured a grant of $500,000 from the SMMC to be applied towards the land acquisition.

TNC has proposed that Rancho Simi Recreation and Park District should ultimately be the property owner, and has requested that the Park District participate in the acquisition of the property by being the named “Applicant” on grant applications for state and federal grant funds.

The purchase price for the property is still being negotiated. Originally all 734 acres were to be acquired in fee, and the purchase price was $7.9 million. However, WM has expressed an interest in placing oil wells on 408 acres and only providing a conservation easement over that portion of the land. Of the 326 remaining acres, WM is required to perform mitigation on 58 of those acres. At this time it appears that WM would retain ownership of the 58 acres until the mitigation is completed, then deed the 58 acres to the Park District. Therefore, the current proposal is to purchase 268 acres in fee, eventually accept title to the 58 mitigation acres, and acquire a conservation easement over the remaining 408 acres.
TNC is actively seeking funding for the purchase of the property. One of the funding opportunities currently available is the Environmental Enhancement and Mitigation Program administered by the California Natural Resources Agency. This program is intended to help mitigate the environmental effects of transportation facilities. Awards up to $1,000,000 may be made for acquisition of “resource lands of a considerable size, substantial leveraging, and/or projects with statewide significance.”

A strong case can be made in the grant application that the acquisition of Alamos Canyon as open space and its preservation from possible future development will provide a significant mitigation of the environmental effects of the construction of the 118 freeway along the southern end of Alamos Canyon.

Staff is requesting the Board’s authorization to submit an application under the Environmental Enhancement and Mitigation Program for funds to assist in the purchase of Alamos Canyon. Attached is a draft Resolution approving the grant application.

**Fiscal Impact:** There is no direct fiscal impact to the District associated with the filing of this application. If the grant is awarded, the District may be asked to contribute funds towards the acquisition of the property.

**Board Action Requested:**

That the Board approve the Resolution Approving the Application for Grant Funds for the Environmental Enhancement and Mitigation Program (EEMP).

[Signature]
Robin Walker
Administrative Analyst
RESOLUTION NO. ______

RESOLUTION BY THE BOARD OF DIRECTORS OF THE RANCHO SIMI
RECREATION AND PARK DISTRICT APPROVING THE APPLICATION FOR
GRANT FUNDS FOR THE ENVIRONMENTAL ENHANCEMENT AND
MITIGATION PROGRAM (EEMP)

WHEREAS, the Legislature and Governor of the State of California have enacted Section 164.56 of the California Streets and Highways Code, which is intended to provide grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures and criteria, and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of an application by the Applicant's governing board before submission of said application to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Rancho Simi Recreation and Park District:

1. Approves the filing of an application for the Alamos Canyon Acquisition Project; and

2. Certifies that Applicant understands the requirements in the Program Guidelines;

3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and

4. Certifies the Applicant will record a document against the real property that defines the State’s interest in the property whether the Grantee owns the property or not; and

5. Certifies that Applicant will comply with the provisions of Section 1771.5 of the State Labor Code regarding payment of prevailing wages on Projects awarded EEMP Funds; and

6. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety
codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and

7. Certifies that Applicant will work towards the Governor’s State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and

8. Appoints the District Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests, etc., which may be necessary for the completion of the aforementioned project.

Approved and adopted the 5th day of June 2014. I, the undersigned, hereby certify that the foregoing Resolution Number ______ was duly adopted by the Board of Directors of the Rancho Simi Recreation and Park District.

Following Roll Call Vote:  Ayes: ______

Noes: ______

Absent: ______

______________________________
Clerk/Secretary for the  
Rancho Simi Recreation and Park District
THIS PAGE IS BLANK
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 5, 2014

TO: District Manager

From: Director of Planning and Maintenance

Subject: Approval of Agreement with Carter, Romanek Landscape Architects, Inc. for Landscape Construction Design Services for Chumash Park

Background and Overview:

The planning and design of Chumash Park started in July of 2004 with the formation of an Ad-HOC Committee comprised primarily of residents of the surrounding neighborhoods who were interested in the development of Chumash Park. Based on the Ad-HOC Committee’s recommendations, a Master Plan for Chumash Park was presented to the Park District’s Board of Directors for approval on August 4, 2005.

In December of 2005, the Park District submitted a formal application (Conditional Use Permit) for the development of Chumash Park to the City of Simi Valley’s Planning Department. The Park District retained the services of RRM Design Group to assist with the development permit process and to prepare the necessary documentation to secure the development permit. The City’s Planning Department deemed the project complete on December 7, 2007.

In February 2008, City staff notified the Park District that there were inconsistencies found in the project’s archeological study, requiring the City to rescind their completeness determination for the project. A new Archaeological Study was commissioned by the Park District in conformance with current CEQA guidelines and submitted to the City of Simi Valley in February 2009. In April 2009, the City determined that the recommendations in the new Archaeological Study were not consistent with the recommendations identified in the project’s biological report. These inconsistencies were corrected through re-alignments in the park’s proposed decomposed granite trail system. Additional adjustments were made to the design of the project to accommodate last minute changes requested by the Ventura County Watershed Protection District. The City deemed the project application process complete on December 7, 2010.

On January 18, 2011, the project was presented to Neighborhood Council No. 4. Due to heavy opposition to the project, the neighborhood council ultimately voted in favor of a motion to “deny” its recommendation of the project to the Planning Commission. Subsequent to this meeting, District staff met with the neighborhood groups who were in support of and in opposition to the project. Based on their collective input, staff made in-house adjustments to the
park's Master Plan. Copies of the revised park site Master Plan were distributed to the neighborhood groups for review and comment. With a general overall acceptance of the plan, the Park District presented the revised Master Plan to the City’s Planning Department in December of 2011. City staff supported the revisions made to the Master Plan and agreed to expedite the approval process upon receipt of a revised application package. The revised application package for Chumash Park was deemed complete by City staff on December 4, 2013.

The revised Chumash Park project now consists of a 7.1 acre neighborhood park site situated on a 52.7 acre parcel owned by the Park District. The park will be constructed on three individually graded building pads along Flanagan Drive. Park improvements will include a 29 stall parking lot, a half basketball court, tot-lot and pre-teen play areas, two exercise equipment areas, picnic tables, benches, drinking fountains, a decomposed granite trail system, and three open play turf areas. The park will also serve as a trailhead for hikers accessing the Park District's Open Space Trail System through the Chumash Trail corridor. The remaining 45.6 acres of the site will remain as protected open space. Since lights will not be installed in the parking lot or on the walkways, the operational hours of this park will be from dawn to dusk.

On January 21, 2014, the Park District presented the revised Chumash Park project to Neighborhood Council No. 4. This time the Neighborhood Council voted in favor of the project and recommended approval of Chumash Park to the Planning Commission. The Planning Commission approved the Chumash Park project on February 19, 2014.

On March 12, 2014, staff solicited proposals for Chumash Park’s Construction Design Services from five (5) pre-selected landscape architectural firms. Four (4) proposals were received by the March 25, 2014 deadline as follows:

- **Carter, Romanek Landscape Architects, Inc.** $101,050.00
- Lee Newman Design Group, Inc. $148,023.00
- RMA International Landscape Architects, Inc. $171,800.00
- RRM Design Group, Inc. $176,795.00

**Current Findings:**

Carter, Romanek Landscape Architects, Inc. has previous experience working for the Park District in providing construction design services for Big Sky Park, Vista Del Arroyo Park, Coyote Hills Park, and the landscape design for the Oak Park Community Center. Mr. Wayne Romanek, the firm’s President and Principle Landscape Architect, is a responsive individual who prides himself on the quality of the work his firm produces. Carter, Romanek Landscape Architects was recently presented with the 2013 *Outstanding Sports Facility Award* for their work on the Cal Poly, San Luis Obispo Student Recreation Center.

Staff is recommending that the Board approve the attached agreement with Carter, Romanek Landscape Architects, Inc. to provide Construction Design Services for the Chumash Park project.
Fiscal Impact:

Adequate funds to complete this work have been earmarked in the District’s Preliminary FY 2014-15 Budget under the Capital Outlay Fund (Fund 50) in the amount of $121,306.00.

Board Action Requested:

1. Authorize the District Manager to execute an Agreement with Carter, Romanek Landscape Architects, Inc. to provide Construction Design Services for Chumash Park in the amount of $101,050.00, with a reimbursable reproduction allowance of $4,000.00.

Wayne Nakaoka
Director of Planning and Maintenance

WN:bjm
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN RANCHO SIMI RECREATION AND PARK DISTRICT AND
CARTER, ROMANEK LANDSCAPE ARCHITECTS, INC. FOR
LANDSCAPE ARCHITECTURAL CONSTRUCTION DESIGN SERVICES
FOR CHUMASH PARK

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement")
effective as of June 5, 2014 ("Effective Date"), is by and between the Rancho Simi
Recreation and Park District ("District") and Carter, Romanek Landscape Architects, Inc.
("Consultant").

Section 1. Term of Agreement. Subject to the provisions of Section 20
("Termination of Agreement"), the term of this Agreement will be for a
period commencing on the Effective Date and will terminate upon the
completion of Consultant's services.

Section 2. Scope and Performance of Services.

2.1 Consultant agrees to perform the services set forth in Exhibit A ("Scope of
Services"), which is made a part of this Agreement.

2.2 Consultant will furnish all of the labor, technical, administrative, Consultant
and other personnel, all supplies and materials, equipment, printing,
vehicles, transportation, office space and facilities, and all tests, testing
and analyses, calculation, and all other means whatsoever, except as
otherwise expressly specified in this Agreement, necessary or proper to
perform and complete the services required of Consultant under this
Agreement.

2.3 Consultant's designated representative(s) who are authorized to act on its
behalf and to make all decisions in connection with the performance of
services under this Agreement are listed in Exhibit B ("Key Personnel,
Subconsultants, & Compensation"), which is made a part of this
Agreement.

2.4 Consultant shall make every reasonable effort to maintain the stability and
continuity of Consultant's key personnel and subcontractors, as listed in
Exhibit B to perform the services required under this Agreement.
Consultant shall notify District and obtain District's written approval with
respect of any changes in key personnel and subconsultants prior to the
performance of any services by replacement personnel or subconsultants.
2.5 Consultant must obtain District's prior written approval before utilizing any subconsultants to perform any services under this Agreement. This written approval must include the identity of the subconsultant and the terms of compensation. The subconsultants listed in Exhibit B are hereby approved with execution of this Agreement.

2.6 Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 3. **Additional Services and Changes in Services.**

3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or listed in the Scope of Services, unless such additional services are authorized in advance and in writing by District.

3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the District with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

3.3 District may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. **Familiarity with Services and Site.**

4.1 By executing this Agreement, Consultant represents that Consultant:

(a) has thoroughly investigated and considered the Scope of Services to be performed;
(b) has carefully considered how the services should be performed;

(c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

(d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

4.2 If services involve work upon any site, Consultant represents that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant’s own risk until written instructions are received from District.

Section 5. **Compensation and Payment.**

5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B**. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in **Exhibit B** unless additional compensation is approved in writing by District.

5.2 Each month during the term of this Agreement, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in **Exhibit B**. The invoice must detail all charges by the following categories: labor (by subcategory), reimbursable costs, subconsultant contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.

5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will cause Consultant to be paid within 30 days of receipt of Consultant’s invoice.

5.5 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant.

Section 6. **Required Documentation Prior to Performance.**

6.1 Consultant will not perform any services under this Agreement until:

(a) Consultant furnishes proof of insurance as required under Exhibit C;

(b) Consultant provides District with a Taxpayer Identification Number; and

(c) District gives Consultant a written notice to proceed.

6.2 District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.

Section 7. **Time of Performance; Excusable Delays; Extensions.**

7.1 Consultant will adhere to all schedules and deadlines set forth in this Agreement.

7.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

7.3 If Consultant is delayed by any cause beyond Consultant’s control, District may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify District within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant’s performance of services.
Section 8. **Cooperation by District.**

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. **Project Documents.**

9.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. District acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at District's own risk.

9.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement will be released by Consultant to any other person or entity without District’s prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District unless otherwise agreed to in writing by District.

Section 10. **Consultant’s Books and Records.**

10.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three years following the final payment under this Agreement.
10.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying at any time during regular business hours upon written request by District or its designated representative. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

10.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 11. Status of Consultant.

11.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

11.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.

11.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.
Section 12. **Compliance with Applicable Laws.**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 13. **Nondiscrimination.**

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Section 14. **Unauthorized Aliens.**

Consultant agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 et seq., “FINA”), as amended, and further agrees not to employ unauthorized aliens as defined in FINA. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against District for the use of unauthorized aliens, Consultant agrees to reimburse District for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys’ fees incurred by District.

Section 15. **Conflicts of Interest.**

15.1 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

15.2 District understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to District, it is unaware of any stated position of District relative to these projects. Any future position of District on these projects will not be considered a conflict of interest for purposes of this section.
Section 16. **Confidential Information; Release of Information.**

16.1 All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the District's designated representative, except as may be required by law.

16.2 Consultant, its officers, employees, or agents, shall not, without prior written authorization from the District's designated representative or unless requested by the District's Legal Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary," provided Consultant gives District notice of such court order or subpoena.

16.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

16.4 Consultant shall promptly notify District should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 17. **Indemnification.**

17.1 Consultant shall indemnify, defend, protect and hold harmless District from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which District may suffer or incur or
to which District may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or willfully wrongful acts or omissions of Consultant, its officers, employees, or agents committed in performing any services under this Agreement.

17.2 If any action or proceeding is brought against District by reason of any of the matters against which Consultant has agreed to indemnify District as provided above, Consultant, upon notice from District, shall defend District at Consultant's expense, such acceptance not to be unreasonably withheld. District need not have first paid for any of the matters to which District is entitled to indemnification in order to be so indemnified.

17.3 For the purposes of this section, "District" includes District's officers, officials, employees, agents and volunteers.

17.4 The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

17.5 The provisions of this section do not apply to Claims occurring as a result of the District's sole negligence or willful acts or omissions.

17.6 In the event of any Claim made against District arising out of the negligent or wrongful acts of Consultant, District may, in its sole discretion, reserve, retain or apply any funds due to Consultant under this Agreement for the purpose of resolving such Claim.

17.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

17.8 Notwithstanding any provision of this Agreement to the contrary, design Consultants shall be required to defend and indemnify District only to the extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design Consultant. The term "design Consultant" includes licensed architects, licensed landscape architects, registered Consultant engineers, Consultant land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.
Section 18. **Insurance.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District’s designated representative.

Section 19. **Assignment.**

The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of District. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 20. **Termination of Agreement.**

20.1 District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

20.2 Consultant may terminate this Agreement at any time upon 30 days’ prior written notice of termination to District.

20.3 Upon termination of this Agreement by either Consultant or District, all property belonging exclusively to District which is in Consultant’s possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

20.4 Consultant acknowledges District’s rights to terminate this Agreement as provided in this section and hereby waives any and all claims for damages that might otherwise arise from District’s termination of this Agreement.
Section 21. Default.

In the event that Consultant is in default under the terms of this Agreement, District will have no obligation or duty to continue compensating Consultant for any services performed after District provides written notice to Consultant of such default.

Section 22. Notices.

22.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To District: Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065
Attention: Tom Evans, Landscape Designer

Telephone No. 805-584-4422
Fax No. 805-526-7648
Email: tom@rsrpd.us

To Consultant: Carter, Romanek Landscape Architects, Inc.
11110 Ohio Avenue, Suite 204
Los Angeles, CA 90025
Attention: Wayne Romanek, President

Telephone No.:310-477-3900
Fax: 310-477-3977
Email: wayne@crlainc.com

22.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

22.3 Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 23. General Provisions.

23.1 Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the
undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

23.2 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

23.3 Entire Agreement. This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.

23.4 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the District Board or District's representative, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

23.5 Facsimile Signatures. Amendments to this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

23.6 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

23.7 Interpretation. This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

23.8 Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
23.9 **Venue.** In the event of litigation between the parties, venue will be in the Ventura County Superior Court.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed effective as of the day and year first above written.

**RANCHO SIMI RECREATION AND PARK DISTRICT**

_____________________________
Larry Peterson, District Manager

**APPROVED AS TO FORM:**

_____________________________
Brian A. Pierik, District Counsel

**CONSULTANT: CARTER, ROMANEK LANDSCAPE ARCHITECTS, INC.**

By __________________________
Wayne Romanek, President and Principal
EXHIBIT A
SCOPE OF SERVICES

A. Construction Documents and Permitting:

1. Review of all provided project planning and design documents.

2. Site investigation including site visit(s), and existing conditions verification.

3. Prepare complete construction plans and details that include:
   a. Demolition.
   b. Construction Layout and Precise Grading for the pad development areas.
   c. Construction Details including pedestrian bridge footings and incidental minor retaining walls and equipment and furnishings installation.
   d. Site Utilities for storm drain and water.
   e. Planting.
   f. Irrigation system.
   g. Site electrical without park site lighting.

4. Prepare complete project technical specifications for all proposed construction in CSI format.

5. Coordinate the work of the design team to assure an integrated and consistent document package.

6. Submit the final document package to the District to review. Incorporate requested revisions as requested.

7. Provide all required plans, calculations, and other submittals required for permit agency plan check, and assist the District in making the application for plan check as requested. Make changes required by review comments (subject to District concurrence), if any, and assist in the resubmittal to permit agencies.
EXHIBIT B

KEY PERSONNEL, SUBCONSULTANTS, & COMPENSATION

A. Key Personnel:

Consultant's designated representative(s) who is/are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is/are:

Wayne Romanek, President and Principal, CA License No 2114
Carter, Romanek Landscape Architects, Inc.

Gillian Blessley, Vice President, Senior & Project Architect, CA License No 2430
Carter, Romanek Landscape Architects, Inc.

B. Subconsultants:

Subconsultant's designated representative(s) who is/are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is/are:

John J. Alajov, PE, QSD, Executive Vice President & Principal Civil Engineer,
Rhyton Consulting Civil Engineers

Kocher Schirra Goharizi Consulting Engineers, Inc., Glendale, CA - Electrical Engineering Services

C. Compensation:

Total Compensation under this Agreement, including reimbursement as an allowance, shall not exceed as summarized below:

1. Landscape Architectural Fee: $39,000.00
2. Civil Engineering Fee: $39,800.00
3. Option Alternate Fee for Design Topographic Survey: $17,250.00
4. Option Alternate Fee for Electrical Engineering: $5,000.00
5. Reimbursement Allowance: $4,000.00

Total $105,050.00
EXHIBIT C

INSURANCE
# Certificate of Liability Insurance

**Producer:** Keller-Lowry Insurance Inc  
1777 S Harrison St #700  
Denver  
CO  80210

**Insured:** Carter, Romanek Landscape Architects, Inc.  
11110 Ohio Ave  
Ste. 204  
Los Angeles  
CA  90025

**Coverage:** Certificate Number: 13-14WC, GL, AU, E&O

**Date:** 1/16/2014

**Producer Contact:** Teresa Heupel  
Phone: (303) 756-9909  
Fax: (303) 756-8818

**Insurers Affording Coverage:**  
- AssureCare Company of America  
- Zurich US / US Assure Inc  
- New Hampshire Insurance Co

**Description of Operations / Locations / Vehicles:** Project: 400 Duley Road

## Certificate Holder

### General Liability

<table>
<thead>
<tr>
<th>INS LTH</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>PA508124150</td>
<td>8/1/2013</td>
<td>8/1/2014</td>
<td>EACH OCCURRENCE: $2,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles:**

**Cancellation:**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative:**

T Sibelius CIC CRM/TH

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THIS PAGE IS BLANK
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 5, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Resolution Calling Regular General District Election For November 4, 2014 and Requesting Consolidation of the Regular General District Election with the Statewide General Election

SUMMARY

Rancho Simi Recreation and Park District Board members serve four-year staggered terms on a three member, two member rotation. Elections are held in November of even-numbered years. In November 2014, the current term will conclude for board members Dolores “Dee Dee” Cavanaugh and Gene Hostetler. Thus, these two positions are up for election. See attached election calendar. The District has traditionally consolidated its board member elections with the statewide election, in order to streamline the process and reduce associated costs.

The attached resolution requests the Ventura County Board of Supervisors to consolidate the RSRPD board member election with the statewide election scheduled on November 4, 2014. It has been reviewed and updated by the District’s legal counsel. It requires each candidate to pay for the printing and handling of his or her “Candidate’s Statement”, consistent with past practice. The District’s share of the election costs approximates $20,000. Next fiscal year’s budget allocates this amount to cover the estimated costs for the November 2014 election.

BOARD ACTION RECOMMENDED

Staff recommends the Board approve the attached Resolution Calling Regular General District Election For November 4, 2014 and Requesting Consolidation of the Regular General District Election with the Statewide General Election.

Larry Peterson
District Manager
WHEREAS, under Public Resources Code Section 5787, all District elections are called, held and conducted in conformity with the Uniform District Election Law; and

WHEREAS, this District has elected to hold its regular election for the election of members of the Board of Directors of the District on the first Tuesday after the first Monday in November in each even-numbered year in order that the General District Election can be consolidated with the Statewide General Election also held at that time; and

WHEREAS, this District will hold its next General District Election on November 4, 2014 for the purpose of electing three members to the Board of Directors of the District to fill the positions currently held by Dolores "Dee Dee" Cavanaugh and Gene Hostetler; and

WHEREAS, a Statewide General Election will be held within the County of Ventura on that same day, and the District wishes to consolidate its General District Election with the Statewide General Election pursuant to California Elections Code Section 10555; and

WHEREAS, California Elections Code Section 13307 provides that each candidate for nonpartisan elective office in any local agency may prepare a Candidate’s Statement including the name, age, and occupation of the candidate and a brief description of the candidate’s education and qualifications which may be limited to not more than 200 words; and

WHEREAS, California Elections Code Section 13307 also provides that the local agency and election official may bill each candidate availing himself or herself of services associated with the Candidate’s Statement a sum no greater than the actual prorated cost of printing, handling, and translating the Candidate’s Statement, and the Board of Directors of the District has determined that it would be appropriate to bill candidates for expenses associated with the printing and handling of the Candidate’s Statement.
NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Rancho Simi Recreation and Park District will hold its regular General District Election on November 4, 2014, which will be consolidated with any other elections held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 et seq., of the Elections Code for the purpose of electing two (2) members of the Board of Directors of the District for regular four-year terms to fill the positions currently held by Directors Dolores "Dee Dee" Cavanaugh and Gene Hostetler; and that pursuant to Election Code Section 10002, the District shall reimburse the County in full for the services performed upon presentation of a bill from the County to the District.

BE IT FURTHER RESOLVED AND ORDERED that the County Elections Official conduct the election for the following offices on the November 4, 2014 ballot:

<table>
<thead>
<tr>
<th>SEATS OPEN</th>
<th>OFFICE</th>
<th>TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Member, Board of Directors</td>
<td>4 years</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED AND ORDERED that the Board of Supervisors of Ventura County is requested to order that this election be consolidated with the Statewide General Election on November 4, 2014, pursuant to California Elections Code Section 10400, et seq.

BE IT FURTHER RESOLVED AND ORDERED that the Board of Supervisors of the County of Ventura is authorized to canvass the returns of the election pursuant to California Elections Code Section 10411.

BE IT FURTHER RESOLVED AND ORDERED that the election will be held and conducted in the manner prescribed in California Elections Code Section 10418, and that pursuant to California Elections Code Section 10002, that the Board of Supervisors of the County of Ventura is requested to permit the County Elections Official to render all services specified by California Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse the County in accordance with established charges and procedures.

BE IT FURTHER RESOLVED AND ORDERED that the Board of Directors of the District set a limitation of 200 words for the Candidate’s Statement authorized by California Elections Code Section 13307.

BE IT FURTHER RESOLVED AND ORDERED that each candidate, and not the District, shall pay for the printing and handling of his or her Candidate’s Statement, pursuant to California Elections Code Section 13307.
The foregoing Resolution was approved by the Board of Directors of the Rancho Simi Recreation and Park District at a regular meeting held on June 5, 2014, at 1692 Sycamore Drive, Simi Valley, California, on motion made by Director ____________________ seconded by Director ____________________ and duly carried on the following roll call vote.

Ayes:

Noes:

Absent:

Abstain:

______________________________
Chair of the Board of Directors
Rancho Simi Recreation and Park District
ATTACHMENT
<table>
<thead>
<tr>
<th>Date</th>
<th>Days</th>
<th>Event Description</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 16</td>
<td>172</td>
<td>Last day to file petitions regarding measures and/or initiatives.</td>
<td></td>
</tr>
<tr>
<td>June 30</td>
<td>127</td>
<td>Last day to request consolidation by delivering resolution for cities, schools and special districts for offices to be filled, including ballot question text for initiative measures.</td>
<td>(E.C. §10522)</td>
</tr>
<tr>
<td>July 7</td>
<td>120</td>
<td>Publish Notice of Election.</td>
<td>(E.C. §§12101, 12112, G.C. §6061)</td>
</tr>
<tr>
<td>July 14</td>
<td>113</td>
<td>Declaration of Candidacy and Nomination period begins.</td>
<td>(E.C. §§10220, 10510)</td>
</tr>
<tr>
<td>July 21</td>
<td>106</td>
<td>Ballot title and summary, tax rate statement, and full text of measure due to County Elections Office.</td>
<td>(E.C. §9160)</td>
</tr>
<tr>
<td>July 21</td>
<td>106</td>
<td>Newspaper publication of Notice of Election and Synopsis of Measures with dates of Arguments/Rebuttals. (Public examination opens for 10 days immediately upon receipt of documents.)</td>
<td>(E.C. §§9163, 12111, G.C. §6061)</td>
</tr>
<tr>
<td>July 22</td>
<td>105</td>
<td>Measures to County Counsel (or City Attorney) to prepare Impartial Analysis.</td>
<td>(E.C. §§9160, 9280)</td>
</tr>
<tr>
<td>July 22 – July 31</td>
<td>105-96</td>
<td>Arguments filing period. Public exam August 1 through August 10.</td>
<td>(E.C. §§9295, 9380, 9600)</td>
</tr>
<tr>
<td>August 1 – August 11</td>
<td>95-85</td>
<td>Rebuttals filing period. Public exam August 12 through August 21.</td>
<td>(E.C. §§9504, 9509)</td>
</tr>
<tr>
<td>August 8</td>
<td>88</td>
<td>Last day of nomination period.</td>
<td>(E.C. §§10220, 10510)</td>
</tr>
<tr>
<td>August 9 – August 13</td>
<td>87-83</td>
<td>Extension of nomination period.</td>
<td>(E.C. §10225)</td>
</tr>
</tbody>
</table>
August 14
82 days  Random alpha drawing for names appearing on the ballot.  (E.C. §13112(b)(1)(C))

August 22
74 days  Sample Ballot pages to printers.

September 8 – October 21
57-14 days  Write-in candidate filing period.  (E.C. §§8140, 8600, 8601)

September 25 – October 14
40-21 days  Mail Sample Ballots to voters.  (E.C. §13303)

October 6 – October 28
29-7 days  Vote By Mail ballots are available.  (E.C. §3001)

October 20
15 days  Last day to register to vote.  (E.C. §2107)

November 4  Election Day.  Polls open 7 a.m. to 8:00 p.m.

November 6
+2 days  Official Canvass begins.  (E.C. §§10547, 15301)

December 2
+28 days  Completion of Official Canvass.  (E.C. §15372)

NOTE:  Resolutions requesting consolidation for measures received after June 30 will have shortened and/or no Argument/Rebuttal periods.
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 5, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval of Resolution of the Intention to Levy Assessments For Fiscal Year 2014-15, Preliminarily Approving Engineer’s Report, And Providing For Notice of Hearing

INTRODUCTION

The attached resolution preliminarily approves the Engineer’s Report and authorizes the publishing of a legal notice. That legal notice will indicate the date and time of a public hearing during which the Board may allow and consider public comment in regards to whether or not to levy and collect assessments within the Improvement District for fiscal year 2014-15.

BACKGROUND

On November 18, 1999, the Board adopted Resolution No. 1388, ordering the formation of the Rancho Simi Recreation and Park District Parks, Recreation and Open Space Maintenance Improvement District. Pursuant thereto, an assessment was levied in the amount of $24 per single family home in fiscal year 2000-01. Every year the Board must vote on whether to continue the assessment. If continued for fiscal year 2014-15, the assessment for a single family household will be $34.26, representing an increase of $0.38 per year from last year’s assessment amount of $33.88 per single family household.

The annual assessment process requires the District to designate an Engineer of Work, direct the preparation of an Engineer’s Report, and publish notice of a public hearing. The process culminates with a public hearing, providing the public an opportunity to comment and allowing the Board to consider continuation of the assessment as being in the best interests of the people the District serves. The Board previously designated SCI as Engineer of Work. On February 20, 2014, the Board approved a Resolution Directing the preparation of an Engineer’s Report. Since that time, SCI has prepared the attached Engineer’s Report.
After summarizing the various park facilities, this Report sets forth an estimated budget for the District’s planned maintenance and capital expenditures for the next fiscal year. Thereafter, the Report describes the methodology of the assessment and the benefit to be conferred through its continuation, including: enhanced recreational opportunities and expanded access to recreational facilities; protection of open space; increased economic activity; expanded employment opportunities, enhanced quality of life and desirability of the area; increased property values; and reduced cost of local government in law enforcement and public health. The extent of these benefits are described in greater detail in the Engineer’s Report.

The Board is well aware of the financial challenges faced by the District, including longstanding ERAF and redevelopment diversions (now totaling over $38 million). Sadly, the ERAF diversions continue. A new obligation arose beginning with fiscal year 2001-02, requiring the District to pay for a portion of LAFCO’s annual budget. To date, over $158,383 has been diverted to that cause alone. And fiscal years 2004-05 and 2005-06 marked the District’s contribution towards the State budget crisis, which resulted in additional diversions of $1,472,000.

Fortunately, the State’s current financial condition is less precarious and so additional diversions of local property tax revenues are not likely at this time. A more current risk to the District’s financial health is the condition of the real estate market. For close to 5 years property values declined, leading to a corresponding decline in property tax revenues. This reduction in District revenue has occurred at the same time that investment returns have declined substantially and at the same time that prices for water and other items have increased, straining the District’s financial condition.

Under these circumstances the maintenance assessment has proved to be a vital supplement to the District’s budget. The revenue therefrom has allowed the District to improve its maintenance standards, address much needed renovations, and continue to expand park facilities to meet the expanding community population. Assessment receipts have been allocated between both maintenance and capital expenditures. The maintenance allocations now fund eight (8) full-time maintenance positions as well as part-time park ranger positions, a portion of the District’s water and electricity costs, and various supplies, equipment and capital purchases.

Also worth remembering is that on December 9, 1999, staff explained how the assessment, if implemented, would allow the District to cover anticipated construction cost shortfalls arising from park improvement and development efforts. The assumption made at that time was that assessment revenues would help fund the following projects; trail construction, youth baseball field upgrades, Coyote Hills Neighborhood Park (fka West Highlands) construction, soccer complex utilities, Rancho Tapo Community Park construction, Sycamore Park construction and more. Assessment revenues have been either expended or budgeted for expenditure for every one of these items. This fact is and has been clearly demonstrated within the District’s capital projects plans and also the budget pages for the Oak Park and Simi Valley Assessment Funds.
For these reasons staff recommends approval of the attached Resolution preliminarily approving the Engineer’s Report, setting a public hearing, and authorizing publication of a notice specifying June 19, 2014, at 6:30 pm as the date and time of the public hearing. This will ensure the public has an opportunity to testify about the proposed continuation of the assessments. After public comment, the Board may determine whether the public interest, convenience, and necessity require the improvements and this Board’s final action upon the Engineer’s Report and the assessments therein. If approved the assessments would be submitted to the County Auditor Controller for inclusion on the appropriate property tax rolls.

ACTION REQUESTED

Staff recommends approval of the attached Resolution preliminarily approving the Engineer’s Report and authorizing the publishing of a legal notice setting a public hearing for the Board to receive public input and consider whether or not to levy and collect assessments within the Improvement District for fiscal year 2014-15.

Larry Peterson
General Manager
RANCHO SIMI RECREATION AND PARK DISTRICT

RESOLUTION NO. _______

A RESOLUTION OF THE INTENTION TO LEVY ASSESSMENTS FOR FISCAL YEAR 2014-15, PRELIMINARILY APPROVING ENGINEER'S REPORT, AND PROVIDING FOR NOTICE OF HEARING

RESOLVED, by the Governing Board of the Rancho Simi Recreation and Park District (the "Board"), County of Ventura, State of California, that

WHEREAS, on July 5, 2001, by its Resolution No. 1472, after receiving a weighted majority of ballots in support of the proposed assessment, this Board ordered the formation of and levied the first assessment within the Rancho Simi Recreation and Park District Parks, Recreation and Open Space Maintenance and Improvement District (the "Improvement District") pursuant to the provisions of Article XIIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

WHEREAS, on February 20, 2014 this Board adopted Resolution No. 1878, A Resolution Directing Preparation of the Engineer’s Report for the Parks, Recreation and Open Space Maintenance and Improvement District of the Rancho Simi Recreation and Park District (the "Improvement District"). Pursuant to this resolution, SCI Consulting Group, the Engineer of Work, prepared an Engineer's Report in accordance with Section 22565, et seq., of the Streets and Highways Code (the "Report") and Article XIIID of the California Constitution. The Report has been made, filed with the Clerk of the Board and duly considered by the Board and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Rancho Simi Recreation and Park District, (the “Board”), State of California, that it is the intention of this Board to levy and collect assessments within the Improvement District for fiscal year 2014-15; and

BE IT FURTHER RESOLVED that within the Improvement District, the existing and proposed improvements are generally described as the installation, maintenance and servicing of public facilities, including but not limited to, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, ground cover, shrubs and trees, street frontages, playground equipment and hardcourt areas, senior and community centers, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, running tracks, swimming pools, other recreational facilities, security guards, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, for property owned and maintained by the Rancho Simi Recreation and Park District. Installation means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground
equipment, play courts, recreational facilities and public restrooms. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements; and

BE IT FURTHER RESOLVED that the District may issue bonds or notes to finance the installation, maintenance and servicing of the proposed improvements; and

BE IT FURTHER RESOLVED that the Improvement District consists of the lots and parcels shown on the boundary map on the Improvement District on file with the Clerk of the Board, and reference is hereby made to such map for further particulars; and

BE IT FURTHER RESOLVED that Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the Improvement District and the proposed assessments upon assessable lots and parcels of land within the Improvement District; and

BE IT FURTHER RESOLVED that the authorized maximum assessment rate for the Assessment District includes an annual adjustment by an amount equal to the annual change in the Los Angeles Area Consumer Price Index, not to exceed 3.0% per year. In the event that the actual assessment rate for any given year is not increased by an amount equal to the maximum of 3% or the yearly CPI change plus any CPI change in previous years that was in excess of 3%, the maximum authorized assessment shall increase by this amount. In such event, the maximum authorized assessment shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years; and

BE IT FURTHER RESOLVED that the annual increase in the Los Angeles Area Consumer Price Index from December 2012 to December 2013 is 1.14% and the unused CPI carried forward from the previous fiscal year was 0.0%. Therefore, the authorized maximum annual adjustment for fiscal year 2014-15 is 1.14%. Including the authorized annual adjustment, the maximum authorized assessment rate for fiscal year 2014-15 is $34.27 per single family equivalent benefit unit and the proposed fiscal year 2014-15 assessment rate per single family equivalent benefit unit is $34.26.

BE IT FURTHER RESOLVED that the public hearing shall be held, before this Board in the Rec Room at the Sycamore Drive Community Center, located at 1692 Sycamore Drive, Simi Valley, California 93065 as follows: on Thursday, June 19, 2014 at the hour of 6:30 p.m. for the purpose of this Board’s determination whether the public interest, convenience and necessity require the improvements and this Board’s final action upon the Engineer’s Report and the assessments therein; and
BE IT FURTHER RESOLVED that prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk of the Board, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such owner. Such protest or withdrawal of protest should be mailed to SCI Consulting Group, 4745 Mangels Blvd., Fairfield, CA 94534 or may be hand delivered to the Board prior to the conclusion of the public hearing; and

BE IT FURTHER RESOLVED that the Clerk of the Board shall cause a notice of the hearing to be given by publishing a copy of this resolution once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the Rancho Simi Recreation and Park District.

ADOPTED as a resolution of the Board of the Rancho Simi Recreation and Park District at an adjourned meeting duly held on the 5th day of June, 2014 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

______________________________
Chair of the Board of Directors
Rancho Simi Recreation and Park District
RANCHO SIMI RECREATION & PARK DISTRICT
PARKS, RECREATION AND OPEN SPACE MAINTENANCE AND
IMPROVEMENT DISTRICT

ENGINEER’S REPORT

FY 2014-15

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

ENGINEER OF WORK:
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4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
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RANCHO SIMI RECREATION AND PARK DISTRICT

BOARD OF DIRECTORS
Mark Johnson, Chair
Elaine Freeman, Vice Chair
Dee Dee Cavanaugh, Director
Gene Hostetler, Director
Kate O'Brien, Director

GENERAL MANAGER
Larry Peterson

ASSISTANT GENERAL MANAGER
Ed Hayduk

ENGINEER OF WORK
SCI Consulting Group
Lead Assessment Engineer, John Bliss, M.Eng., P.E.
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INTRODUCTION

The Rancho Simi Recreation and Park District (the “Park District”) currently provides park facilities and recreational programs for over 147,000 residents. The Park District currently owns, operates and maintains 50 community, neighborhood, special use and natural parks, in addition to extensive trails, and open space areas located throughout the Park District. Currently, the District owns and maintains approximately 522 acres of developed parkland and 6,012 acres of undeveloped parkland and public open space. In addition, the District operates and maintains recreational facilities on 14 school sites. The Park District's facilities are summarized as follows:

SIMI VALLEY FACILITIES

- Arroyo Park – 2105 Socrates Ave, Simi Valley
- Arroyo Simi Trail
- Arroyo Simi Equestrian Center – 2900 Royal Ave, Simi Valley
- Arroyostow Park – 1700 N. Stow St, Simi Valley
- Atherwood Park – 2271 Alamo St, Simi Valley
- Berylwood Park – 1955 Bridget Ave, Simi Valley
- Big Sky Park – 2251 Lost Canyons Drive, Simi Valley
- Challenger Park – 298 First St, Simi Valley
- Chumash Park & Chumash Trail – Flanagan Dr. & Broken Arrow, Simi Valley
- Citrus Grove Park – 2100 N. Marvel Ct, Simi Valley
- Corriganville Park – 7001 Smith Rd, Simi Valley
- Coyote Hills Neighborhood Park – 275 Valley Gate Rd., Simi Valley
- Darrah Volunteer Park – Royal & Darrah Ave, Simi Valley
- Foothill Park – 1850 Ardenwood Ave, Simi Valley
- Frontier Park – 2163 Elizondo Ave, Simi Valley
- Houghton–Schreiber Park – 4333 Township Ave, Simi Valley
- Knolls Park – 1300 W. Katherine Rd, Simi Valley
- Lincoln Park – 1215 First St, Simi Valley
- Mayfair Park – 2550 Caldwell St, Simi Valley
- Old Windmill Park – 201 East Long Canyon Rd, Simi Valley
- Rancho Madera Community Park – 556 Lake Park Dr, Simi Valley
- Rancho Santa Susana Community Park & Community Center – 5005 Los Angeles Ave, Simi Valley
- Rancho Simi Community Park – 1765 Royal Ave, Simi Valley
- Rancho Tapo Community Park – 3700 Avenida Simi, Simi Valley
- Rocky Pointe Natural Park – Kuehner Drive at Smith Road. Simi Valley
- Runkle Triangle Site – Royal & Arroyo Simi, Simi Valley
- Santa Susana Park and Train Depot – 6503 Katherine Rd, Simi Valley
- Sequoia Park – 2150 Tracy Ave, Simi Valley
- Simi Dog Park – 2251 Lost Canyons Drive, Simi Valley
- Simi Hills Golf Course – 5031 Alamo St, Simi Valley
- Simi Hills Neighborhood Park – 5031 Alamo St, Simi Valley
- Sinaloa Public Golf Course Park – 980 Madera Rd, Simi Valley
- Stargaze Park – 355 Stargaze Ave, Simi Valley
- Strathearn Historical Park – 137 Strathearn Place, Simi Valley
- Sycamore Drive Community Center & Pool – 1692 Sycamore Dr, Simi Valley
- Sycamore Canyon Neighborhood Park, 502 S. Martha Morrison Dr., Simi Valley
- Sycamore Park – 855 N. Plantree Ave, Simi Valley
- Tierra Rejada Park – 365 Tierra Rejada Road, Simi Valley
- Verde Park – 6045 E. Nelda St, Simi Valley
- Vista del Arroyo – 3455 Chickery Leaf Place, Simi Valley
- Willowbrook Park – 1786 Willowbrook Ln, Simi Valley

**OAK PARK FACILITIES**

- Chaparral Park – 217 N. Medea Creek Lane, Oak Park
- Deerhill Park – 6700 Doubletree Rd, Oak Park
- Eagle View Park – 1240 Hidden Springs Ave, Oak Park
- Indian Springs Park – 4800 Rockfield St, Oak Park
- Mae Boyar Park – 130 Kanan Rd, Oak Park
- Medea Creek Trail – 217 N. Medea Creek Lane, Oak Park
- Oak Canyon Community Park and Oak Park Dog Park – 5600 Hollytree St, Oak Park
- Valley View Park – 100 Los Arcos Dr, Oak Park
- Oak Park Community Center and Gardens – 1000 N. Kanan Road, Oak Park

Prior to 2000, property tax revenues and user fees primarily supported maintenance and improvements of the Park District facilities. However, costs were rising faster than revenues, and the District no longer had sufficient funding to properly maintain its park and recreation areas. Therefore, in absence of a new local revenue source, the baseline level of park and recreation facilities in the Park District (the “Baseline Service”) would be a deteriorating level of maintenance and upkeep of the park and recreation facilities and properties listed above.

In 1999, to address the Park District’s shortfall in park maintenance and improvements funding, the Board proposed an assessment for parks. The Assessments, if approved, would fund the improvements described under the Plans and Specifications section of this Report. These Improvements are provided throughout the Park District, would enhance the
level of service above and beyond the baseline level of service, and will likely prevent the
deterioration of service projected in future years without this revenue source.

**ASSESSMENT PROCESS**

In January and February 2000, the Board conducted an assessment ballot proceeding
pursuant to the requirements of Article XIIIID of the California Constitution ("The Taxpayer’s
Right to Vote on Taxes Act") and the Landscaping and Lighting Act of 1972. During this
ballot proceeding, property owners in the Park District were provided with a notice and
ballot for the proposed parks assessment ("the Parks, Recreation and Open Space
Maintenance and Improvement District" or the "Improvement District"). A 45-day period
was provided for balloting and a public hearing was conducted March 9, 2000. At the
public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that the assessment ballots submitted in opposition
to the proposed assessments did not exceed the assessment ballots submitted in favor of
the assessments (with each ballot weighted by the proportional financial obligation of the
property for which ballot was submitted). In fact, the final balloting result was 58.9%
support for the Parks, Recreation and Open Space Maintenance and Improvement District.

As a result, the Board gained the authority to approve the levy of the assessments for
fiscal year 2000-01 and future years. The authority granted by the ballot proceeding
includes an annual adjustment in the assessment levies equal to the annual change in the
Consumer Price Index for the Los Angeles Area, not to exceed 3%.

In each subsequent year for which the assessments will be levied, the Board must direct
the preparation of an Engineer’s Report, budgets and proposed assessments for the
upcoming fiscal year. After the Engineer’s Report is completed, the Board may
preliminarily approve the Engineer’s Report and proposed assessments and establish the
date for a public hearing on the continuation of the assessments. This Report was
prepared pursuant to the direction of the Board given in a Resolution adopted on February
20, 2014.

This Engineer’s Report ("Report") was prepared to establish the budget for the
improvements and services that would be funded by the proposed 2014-15 assessments,
determine the benefits received by property from the improvements and services within the
Park District and the method of assessment apportionment to lots and parcels within the
Park District. This Report and the proposed assessments have been made pursuant to the
Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and
Highways Code (the "Act") and Article XIIIID of the California Constitution (the "Article").

If the Board approves this Engineer’s Report and the proposed assessments by resolution,
a notice of public hearing must be published in a local paper at least 10 days prior to the
date of the public hearing. The resolution preliminarily approving the Engineer’s Report
and establishing the date for a public hearing is used for this notice.
Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 19, 2014. At this hearing, the Board would consider approval of a resolution confirming the assessments for fiscal year 2014-15. If so confirmed and approved, the assessments would be submitted to the County Auditor-Controller for inclusion on the property tax rolls for fiscal year 2014-15.

**PROPOSITION 218**

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

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

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

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

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

**DAHMS V. DOWNTOWN POMONA PROPERTY**

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

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

**Beutz v. County of Riverside**

On May 26, 2010, the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

**Golden Hill Neighborhood Association v. City of San Diego**

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

**Compliance with Current Law**

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

This Engineer's Report is consistent with Beutz, Dahms and Greater Golden Hill because the Improvements will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with Bonander because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.
The Rancho Simi Recreation and Park District maintains park facilities in locations throughout its boundaries.

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

Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasium, senior center, running tracks, swimming pools, other recreational facilities, security patrols to protect the Improvements, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Rancho Simi Recreation and Park District. Plans and specifications for these improvements have been filed with the Executive Director of the Rancho Simi Recreation and Park District and are incorporated herein by reference.

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

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

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

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

The assessment proceeds will be exclusively used for Improvements within the Improvement District plus Incidental expenses. Reference is made to the Summary of District's Improvement Plans section in the following section of this Report which specifically identifies the parks, recreation areas and other sites to be funded by the assessment proceeds and to the plans and specifications, including specific expenditure and improvement plans by park/recreation site and zone of benefit, which are on file with the Rancho Simi Recreation and Park District.
INTRODUCTION
Following are the proposed Improvements, and resulting level of improved parks and recreation facilities, for the Improvement District. As previously noted, the baseline level of service included a declining level of parks and recreation facilities due to shortages of funds for the Park District. Improvements funded by the assessments are over and above the previously declining baseline level of service. The formula below describes the relationship between the final level of improvements, the existing baseline level of service, and the enhanced level of improvements to be funded by the proposed assessment.

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

SUMMARY OF DISTRICT’S IMPROVEMENT PLANS
The budget to be financed by the assessments is partially based on the results of an independent survey conducted for the District, which indicated property owners’ priorities for various improvement projects and park maintenance services. Projects have been selected based on how closely they meet the needs expressed by the survey results. Projects have been chosen throughout the Park District in order to ensure that all properties in the narrowly drawn Park District boundaries will receive improved access to better maintained and improved parks in their area. The multi-year improvement plan includes projects that will add new neighborhood parks and trails to the Park District’s infrastructure; improve park and open space security by enhancing lighting; replace outdated playground equipment; enhanced maintenance of all parks and recreation areas to help ensure the continued beauty, usability, and accessibility of the Park District’s parks, playfields, and open space areas; develop playfields and youth oriented activity areas on undeveloped land owned by the Park District. A detailed project improvement plan has been developed and is available for review at the Park District offices.

BUDGET FOR FISCAL YEAR 2014-15
The following budget lists the improvement projects and park maintenance and security services that would be funded by the Improvement District in Fiscal Year 2014-15.
### Figure 1 – Estimate of Cost and Budget

**Rancho Simi Recreation and Park District**  
Parks, Recreation and Open Space Maintenance and Improvement District  
Estimate of Cost  
Fiscal Year 2014-15

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance, July 2014 - Simi Valley &amp; Oak Park</strong></td>
<td>$261,986</td>
</tr>
<tr>
<td><strong>Installation, Maintenance &amp; Servicing Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Simi Valley</td>
<td></td>
</tr>
<tr>
<td>Capital Improvements</td>
<td></td>
</tr>
<tr>
<td>After School Program Facility</td>
<td>$90,000</td>
</tr>
<tr>
<td>Chunash Park</td>
<td>$1,750,000</td>
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<tr>
<td>Disc Golf Course</td>
<td>$20,000</td>
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<tr>
<td>General Plan Update - Initial Study</td>
<td>$10,000</td>
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<tr>
<td>RSCP - Misc. Park Upgrades</td>
<td>$140,000</td>
</tr>
<tr>
<td>Rancho Madera Community Park Vollyball Courts</td>
<td>$75,000</td>
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<tr>
<td>RSSCC - Painting Building Exterior</td>
<td>$80,000</td>
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<tr>
<td>RSSCC - Roof Replacement Project</td>
<td>$60,000</td>
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<tr>
<td>Rancho Tapo Community Park Pavilion</td>
<td>$52,000</td>
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<tr>
<td>Skateboard Park - Portable</td>
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<tr>
<td>Sycamore Drive Community Center Roof Repair/Replace</td>
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<td>Sycamore Drive Community Center Maint. Yard Paving</td>
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<tr>
<td>RSSCP - Park Sign/Marquee Replacement</td>
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<td>Strathearn Park - Colony House</td>
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<tr>
<td>Resource Efficiency</td>
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<tr>
<td>Rancho Simi Community Park Lagoon Renovation</td>
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<td>Rancho Simi Pool Lockers</td>
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<td>Rancho Tapo Community Park Splash Pad Replacement</td>
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<td>Runkle Park Construction</td>
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<td>Capital Equipment</td>
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<td>Maintenance and Operation of Parks and Recreation Facilities</td>
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<td><strong>Subtotal - Simi Valley</strong></td>
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<td>Oak Park</td>
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<tr>
<td>Medea Creek Repair</td>
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<tr>
<td>Maintenance and Operation of Parks and Recreation Facilities</td>
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<td><strong>Subtotal - Oak Park</strong></td>
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<td><strong>Subtotal - Installation, Maintenance and Servicing</strong></td>
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<td><strong>Administrative Costs</strong></td>
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<td>Assessment Administration and County Collection Costs</td>
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<td>Allowance for Uncollectable Assessments</td>
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<td><strong>Subtotal - Administration</strong></td>
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<td><strong>Totals for Installation, Maintenance, Servicing and Administration</strong></td>
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</tr>
</tbody>
</table>
Less:

District Contribution for General and Special Benefits
Beginning Fund Balance, July 2014 - Simi Valley & Oak Park
Contribution to/(from) Reserve Fund - Simi Valley
Contribution to/(from) Reserve Fund - Oak Park

($12,998,555)
($261,986)
$55,816
$79,270

($13,125,455)

Net Cost of Installation, Maintenance, Servicing and Administration

$1,735,133

Budget Allocation to Property

Total Assessment Budget* $1,735,133

<table>
<thead>
<tr>
<th>Benefit Units</th>
<th>SFE</th>
<th>Adjusted SFE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Equivalent Benefit Units - Zone A</td>
<td>46,023.70</td>
<td>46,023.70</td>
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<tr>
<td>Single Family Equivalent Benefit Units - Zone B</td>
<td>4,608.71</td>
<td>4,608.71</td>
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<tr>
<td>Single Family Equivalent Benefit Units - Zone C</td>
<td>54.25</td>
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</tr>
<tr>
<td>Single Family Equivalent Benefit Units - Zone D</td>
<td>0.25</td>
<td>0.06</td>
</tr>
</tbody>
</table>

SFE Units 50,686.91 Adjusted SFE 50,646.04

Assessment per Single Family Equivalent Unit $34.26

Notes to Estimate of Cost:

1. As determined in the following section, at least 25% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of $14,860,589 the District must contribute at least $3,715,147 from sources other than the assessments. The District will contribute much more than this amount, which more than covers any general benefits from the Improvements.
METHOD OF APPORTIONMENT

METHOD OF APPORTIONMENT

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

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

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

DISCUSSION OF BENEFIT

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

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

"The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000)) [of the Streets and Highways Code, State of California]."
Proposition 218, as codified in Article XIIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must reasonably exceed the cost of the assessment:

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

The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

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

Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIIIID, sections 2(i) & 4(f).)

**Benefit Factors**

The special benefits from the Improvements are listed below:

**Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements**

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

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

An analysis of the service radii for the Improvements finds that all properties in the Improvement District enjoy the distinct and direct advantage of being close and proximate to parks within the Improvement District. The benefiting properties in the Improvement District therefore uniquely and specially benefit from the Improvements.

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

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

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

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

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

GENERAL VERSUS SPECIAL BENEFIT

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

In other words:

\[
\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}
\]

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

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

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

A formula to estimate the general benefit is listed below:

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

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

**CALCULATING GENERAL BENEFIT**

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

**BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT**

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

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

**CRITERIA:**

11,739 PARCELS OUTSIDE THE DISTRICT BUT WITHIN EITHER 0.5 MILES OF A NEIGHBORHOOD PARK OR WITHIN 2 MILES OF A COMMUNITY PARK IN THE IMPROVEMENT DISTRICT

46,920 PARCELS IN THE IMPROVEMENT DISTRICT

50% RELATIVE BENEFIT COMPARED TO PROPERTY WITHIN THE IMPROVEMENT DISTRICT

**CALCULATION**

GENERAL BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT

\[
\frac{11,739}{46,920+11,739} \times 0.5 = 10.0 \%
\]

Although it can reasonably be argued that Improvements inside, but near the Park District boundaries are offset by similar park and recreational improvements provided outside, but near the Park District’s boundaries, we use the more conservative approach of finding that 10.0% of the Improvements may be of general benefit to property outside the Improvement District.

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

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

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within the Improvement District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide general benefits property in the District and/or to the public at large. Approximately 2.6% of the land area in the Improvement District is used for such regional purposes, so this is a measure of the general benefits to property within the Improvement District and/or to the public at large.

The general benefit to the public at large can also be estimated by the proportionate amount of time that the Park District’s parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in
the Park District. Surveys of park and recreation facility usage conducted by SCI Consulting Group in similar park districts found that less than 4% of the Park District's facility usage is by those who do not live or work within District boundaries. When people outside the Improvement District use parks, they diminish the availability of parks for people within the Improvement District. Therefore, another 4% of general benefits are allocated for people within the Improvement District.

Combining these three measures of general benefits, we find that 10.6% of the benefits from the Improvements are general benefits to the public at large and/or property in the Improvement District.

**Total General Benefits**

Using a sum of these measures of general benefit, we find that approximately 23.1% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

\[
\text{GENERAL BENEFIT} = \begin{align*}
10.0\% & \quad \text{(OUTSIDE THE DISTRICT)} \\
+ 10.6\% & \quad \text{(INSIDE THE DISTRICT - INDIRECT AND DERIVATIVE AND TO THE PUBLIC AT LARGE)} \\
= 20.6\% & \quad \text{(TOTAL GENERAL BENEFIT)}
\end{align*}
\]

Although this analysis finds that 20.6% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 25%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The Park District's total budget for maintenance and improvement of its parks and recreational facilities is $14,860,589. Of this total budget amount, the Park District will contribute $12,998,555 from sources other than the assessments for park maintenance and improvement. This contribution by the Park District equates to approximately 88% of

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

**Zones of Benefit**

The Park District's recreation facilities and grounds, as identified in the Plans and
Specifications, are open to the community and are used extensively throughout the year.
The District's facilities are relatively uniformly distributed throughout the central areas of
the District. Within this central area of the Park District, which is designated as Zone of
Benefit "A" or "Zone A," all properties are deemed to have relatively equal access to the
parks, recreational facilities and open space areas of the Park District.

The Park District also includes the separate community of Oak Park that is distinctly
separated from Zone A by distance and topography. The community of Oak Park is
separated from other urban areas by open space, so it is designated as Zone of Benefit
"B" or "Zone B." The parks and recreational facilities in Oak Park are deemed to be
generally equal to those in Zone A; therefore the relative level of benefit to properties in
Zone B is deemed to be equal to properties in Zone A.

Properties in the far northern area of the Park District are far removed from the parks and
recreational facilities. Moreover, these properties have limited access to these facilities.
Therefore, this area is designated as Zone of Benefit "C" or "Zone C." These properties are
approximately 4 times the distance from the parks and recreational facilities as are
properties in Zone A. Since the benefits can diminish with distance, the relative benefit to
properties in Zone C is determined to be 1/4 of that for Zone A.

Properties located in the far southeastern areas of the Park District are also separated by
distance and geography from current parks and recreational facilities. This area is currently
unimproved and there are no plans for the District to build or maintain parks in this area.
Similar to those properties in Zone C, these properties have limited access to the District's
parks and recreational facilities. Therefore, this area, designated as Zone D, is deemed to
receive similar benefits as Zone C, at a rate of 1/4 of that for Zone A.

All assessed properties within the Zones A and B are within the industry-accepted
proximity/service area for parks and recreation facilities. As noted, these proximity radii
were specifically established to only encompass properties with good proximity and access
to local parks and in effect make local parks within the proximity radii an extension of
usable land area for the properties in the area. The benefits from the Improvements within
each Zone of Benefit do not vary further based on proximity of the parcels to the
Improvements because the increased benefits of greater proximity to the Improvements
are generally offset by a parallel increase in negative factors such as higher levels of
traffic, noise, etc. that comes with increased proximity. Consequently, since all parcels in
the Improvement District have good access and proximity to the Improvements and the
benefits to relatively closer proximity are offset by other factors, additional proximity is not
considered to be a factor in determining benefit within each Zone of Benefit. In other
words, the boundaries of the Improvement District and the Zones of Benefit have been
narrowly drawn to include only properties that have good proximity and access and will specially benefit from the improvements.

The SVTA vs. SCCOSA decision indicates:

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

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

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

METHOD OF ASSESSMENT

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

It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or
improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.²

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

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

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

Finally, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the Park District's park and recreational

² For example, in Federal Construction Co. v. Ensign (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."
facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential and its proximity to parks and recreational facilities. This method is further described below.

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

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single-family home. The population density factors for the Rancho Simi Recreation and Park District, as depicted below, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area of the Park District from the 1990 Census and dividing it by the total number of such households, finds that approximately 3.42 persons occupy each single family residence, whereas an average of 2.25 persons occupy each multi-family residence. Using the ratio of one SFE for each single-family residence, which equates to one SFE for every 3.42 persons, 0.66 SFE would equate to one multi-family unit or 0.66 SFE for every 2.25 residents. Likewise, each condominium unit receives 0.69 SFE and each mobile home receives 0.51 SFE.

**FIGURE 2 – RESIDENTIAL ASSESSMENT FACTORS**

<table>
<thead>
<tr>
<th></th>
<th>Total Population</th>
<th>Occupied Households</th>
<th>Persons Per Household</th>
<th>SFE Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>81,762</td>
<td>23,901</td>
<td>3.42</td>
<td>1.00</td>
</tr>
<tr>
<td>Condominium</td>
<td>5,942</td>
<td>2,532</td>
<td>2.35</td>
<td>0.69</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>10,138</td>
<td>4,497</td>
<td>2.25</td>
<td>0.66</td>
</tr>
<tr>
<td>Mobile Home on Separate Lot</td>
<td>1,493</td>
<td>855</td>
<td>1.75</td>
<td>0.51</td>
</tr>
</tbody>
</table>

The single family equivalency factor of 0.66 per dwelling unit for multifamily residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore the benefit for properties in
excess of 20 units is determined to be 0.66 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

**COMMERCIAL/INDUSTRIAL PROPERTIES**

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

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

In comparison, the average number of people residing in a single family home in the area is 3.42. Since the average lot size for a single family home in Rancho Simi is approximately 0.20 acres, the average number of residents per acre of residential property is 17.

The employee density per acre is generally 1.4 times the population density of single family residential property per acre (24 employees per acre / 17 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a property with 1.4 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 1.4 employees is the basis for allocating commercial/industrial benefit. Table 2 shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per fifth acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per fifth acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.
**FIGURE 3 – COMMERCIAL/INDUSTRIAL ASSESSMENT FACTORS**

<table>
<thead>
<tr>
<th>Type of Commercial/Industrial Land Use</th>
<th>Average Employees Per Acre</th>
<th>SFE Units per 1/5 Acre *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>24</td>
<td>1.00</td>
</tr>
<tr>
<td>Office</td>
<td>68</td>
<td>2.83</td>
</tr>
<tr>
<td>Shopping Center</td>
<td>24</td>
<td>1.00</td>
</tr>
<tr>
<td>Industrial</td>
<td>24</td>
<td>1.00</td>
</tr>
<tr>
<td>Self Storage or Parking Lot</td>
<td>1</td>
<td>0.04</td>
</tr>
</tbody>
</table>

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

**VACANT PROPERTIES**

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits to the land is the average value of land in relation to improvements for developed property. As a general average appraisers often use a factor of 25% to 30% of developed property value as land value. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the improvements and the daily to day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

As properties are approved for development, their value increases. Likewise, the special benefits received by vacant property increases as the property is approved for development, or becomes closer to being fully improved. When property is approved for development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to improved parks and recreational facilities of the Park District. It is therefore determined that property with final map approval receives 50% of the relative benefit to improved property of similar use-type.

**OTHER PROPERTIES**

All properties that are specially benefited are assessed.

Church parcels and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Moreover, many of these parcels provide some degree of on-site amenities that serve to offset some of the benefits.
from the Improvement District. Therefore, these parcels receive minimal benefit and are assessed an SFE factor of 1.

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

**DURATION OF ASSESSMENT**

It is proposed that the Assessment be levied for fiscal year 2000-01 and every year thereafter, so long as the parks and recreational areas need to be improved and maintained. Rancho Simi Recreation and Park District requires funding from the Assessments for its Improvements in the Improvement District. As noted previously, the Assessment can be levied annually after the Rancho Simi Recreation and Park District Board of Directors approves an annually updated Engineer’s Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

**APPEALS AND INTERPRETATION**

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the General Manager or her or his designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or her or his designee, shall be referred to the Board of Directors of the Rancho Simi Recreation and Park District and the decision of the Board shall be final.
WHEREAS, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the Improvement District and an assessment of the estimated costs of the improvements upon all assessable parcels within the Improvement District, to which Resolution and the description of the proposed improvements therein contained, reference is hereby made for further particulars;

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

The amount to be paid for the improvements and the expense incidental thereto, to be paid by the Improvement District for the fiscal year 2014-15 is generally as follows:

Figure 4 – Summary Cost Estimate

<table>
<thead>
<tr>
<th></th>
<th>FY 2014-15 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Maintenance</td>
<td>$8,865,193</td>
</tr>
<tr>
<td>Park Improvements and New Parks</td>
<td>$5,886,000</td>
</tr>
<tr>
<td>Incidental Expenses</td>
<td>$99,996</td>
</tr>
<tr>
<td><strong>TOTAL BUDGET</strong></td>
<td><strong>$14,860,589</strong></td>
</tr>
<tr>
<td><strong>Less:</strong></td>
<td></td>
</tr>
<tr>
<td>Park District Contribution for General and Special Benefits</td>
<td>($12,998,555)</td>
</tr>
<tr>
<td>Beginning Fund Balance, July 2014 - Simi Valley &amp; Oak Park</td>
<td>($261,986)</td>
</tr>
<tr>
<td>Contribution to / (from) Reserve Fund - Simi Valley &amp; Oak Park</td>
<td>$135,066</td>
</tr>
<tr>
<td><strong>NET AMOUNT TO ASSESSMENTS</strong></td>
<td><strong>$1,735,133</strong></td>
</tr>
</tbody>
</table>

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

I do hereby assess and apportion the net amount of the cost and expenses of the improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the Improvement District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

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

The change in the CPI from December 2012 to December 2013 was 1.14% and the Unused CPI carried forward from the previous fiscal year is 0.00%. Therefore, the maximum authorized assessment rate for fiscal year 2014-15 is increased by 1.14% which equates to $34.27 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer’s Report proposes assessments for fiscal year 2014-15 at the rate of $34.26, which is less than the maximum authorized assessment rate.

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

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Ventura for the fiscal year 2014-15. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2014-15 for each parcel or lot of land within the Improvement District.

Dated: May 30, 2014

Engineer of Work

By ___________________________

Engineer of Work, License No. C052091
The Improvement District includes all properties within the boundaries of the Rancho Simi Recreation and Park District. The boundaries of the Parks, Recreation and Open Space Maintenance and Improvement District are displayed on the following Assessment Diagram.
APPENDIX A – 2014-15 ASSESSMENT ROLL

An Assessment Roll (a listing of all parcels assessed within the Improvement District and the amount of the assessment) will be filed with the Secretary of the Board and is, by reference, made part of this report and is available for public inspection during normal office hours.

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

DATE: June 5, 2014
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of Position Reclassifications

SUMMARY

The retirement of the District’s Marketing and Community Outreach Specialist has lead to the standard review of the duties of that position and the time, expertise, pay and interests of existing staff members. Proposed changes are recommended and summarized below. If approved the changes will result in an increase in pay for a number of positions. These increases are intended to either acknowledge additional or existing responsibilities and attempt to achieve a better alignment between the two. An attached table specifies the bottom and top of the pay ranges for the affected positions, both before and after the proposed changes. The maximum annual increase in cost from these changes is $61,452 (plus benefits). However, not all positions will be increased to the top of the new ranges and so the actual annual cost of the proposed increases is estimated to be $24,000 (plus benefits) in the first year, which is a very modest amount in regard to the District’s budget as a whole.

Proposed Changes

1. Transfer responsibility for preparation of Simi Valley and Oak Park Reporters from the Marketing and Community Outreach Specialist to the Recreation Department.

2. Increase the pay range for the District’s Computer Support Specialist to $4809 - $6194, as a non-exempt position.

3. Reclassify the District’s Administrative Analyst position to Senior Management Analyst with a pay range of $5574 - $7180.

4. Increase the pay range for the District’s Golf Course Manager to $5997 - $7725.

5. Reclassify the District’s two Foreman positions to Assistant Golf Course Superintendents with a pay range of $3494 - $4501.

6. Reclassify the District’s Lead Accountant to Payroll and Volunteer Coordinator at the same rate of pay.

7. Create an Accountant position (the subject of a companion staff report).
8. Reclassify the District’s two Receptionist/Clerk positions to Customer Service Representatives with a pay range of $3583 - $4615.

9. Reclassify the District’s three Recreation Specialists to Recreation Coordinators with a pay range of $4358 - $5613.

Recommendation number 9 includes the following additional changes. The Recreation Specialist in Oak Park will assume managerial responsibilities for the three Before and After School Club programs in Oak Park and also for the Medea Creek Teen Club in Oak Park. The corresponding reduction in responsibilities of the Recreation Coordinator in Simi Valley will be offset with the assumption of responsibilities for the club trips.

That is, the Recreation Specialist in Simi Valley responsible for special events and teen programming will transfer Before and After School Club trip duties to the Recreation Coordinator in Simi Valley, with the reduction in tasks offset with a focus on marketing efforts including an expansion of the use of social media to reach the public with activity information. The Recreation Specialist for Aquatics will assume responsibility for sports and teen related activities.

These changes are graphically depicted on two attachments, one showing the proposed changes and the other showing the structure of the Recreation Department after the changes. The Personnel Committee convened and concurred with the proposed changes on May 12, 2014. If approved, staff will update the associated job descriptions and implement the various changes.

RECOMMENDATION

Staff recommends the Board approve the proposed changes and allow the District Manager discretion to implement the changes as he deems appropriate.

Larry Peterson
District Manager
## Personnel Changes Showing Bottom and Top of Pay Range Amounts

<table>
<thead>
<tr>
<th>Name</th>
<th>Current Position</th>
<th>New Position</th>
<th>Current Range</th>
<th>Proposed Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janssen</td>
<td>Marketing &amp; Comm. Outreach Specialist</td>
<td>Retired</td>
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<tr>
<td>TBD</td>
<td>New Position</td>
<td>Part-time Recreation Specialist (at-risk)</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>June</td>
<td>Recreation Specialist</td>
<td>Reclassification</td>
<td>3,247</td>
<td>4,183</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recreation Coordinator</td>
<td>4,358</td>
<td>5,613</td>
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<tr>
<td>McQueen</td>
<td>Recreation Specialist</td>
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<td>3,247</td>
<td>4,183</td>
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<td></td>
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<td>Lemmo</td>
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<td></td>
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<td>Recreation Coordinator</td>
<td>4,358</td>
<td>5,613</td>
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<tr>
<td>Liss</td>
<td>Lead Accountant</td>
<td>Reclassification</td>
<td>4,358</td>
<td>5,613</td>
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<td></td>
<td></td>
<td>Payroll and Volunteer Coordinator</td>
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<td>5,613</td>
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<tr>
<td>Clarke</td>
<td>Receptionist/Clerk</td>
<td>Reclassification</td>
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<td>4,183</td>
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<tr>
<td></td>
<td></td>
<td>Customer Service Representative</td>
<td>3,583</td>
<td>4,615</td>
</tr>
<tr>
<td>VanKeulen</td>
<td>Receptionist/Clerk</td>
<td>Reclassification</td>
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<td>4,183</td>
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<tr>
<td></td>
<td></td>
<td>Customer Service Representative</td>
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<td>Cadena</td>
<td>Foreman Sinaloa</td>
<td>Reclassification</td>
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<td>4,183</td>
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<td></td>
<td></td>
<td>Assistant Golf Course Superintendent</td>
<td>3,494</td>
<td>4,501</td>
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<tr>
<td>Cockrell</td>
<td>Foreman SHGC</td>
<td>Reclassification</td>
<td>3,247</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Assistant Golf Course Superintendent</td>
<td>3,494</td>
<td>4,501</td>
</tr>
<tr>
<td>Martin</td>
<td>Computer Support Specialist</td>
<td>Reclassification</td>
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<td>5,613</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Computer Support Specialist</td>
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<td>6,194</td>
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<td>Reed</td>
<td>Golf Course Manager</td>
<td>Reclassification</td>
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<td>Golf Course Manager</td>
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<td>Senior Management Analyst</td>
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<td>--</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>3,856</td>
<td>4,967</td>
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<td>Total</td>
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<td>48,453</td>
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<td>52,551</td>
<td>67,536</td>
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE:       June 5, 2014
TO:         Board of Directors
FROM:       District Manager
SUBJECT:    Approval of Creation of Full-time Accountant Position

SUMMARY

A corresponding staff report on the June 5, 2014 agenda outlines various recommended personnel changes in response to the retirement of the District’s Marketing and Community Outreach Specialist. Those changes include a reclassification of the District’s Lead Accountant to become the District’s Payroll and Volunteer Coordinator. The accounting responsibilities (not including payroll and related duties) of the Lead Accountant are proposed to become the accounting responsibilities of the proposed Accountant position. A job description is attached for this proposed position, which indicates the position is non-exempt with a monthly pay range of $3,856 - $4,967. The Personnel Committee reviewed and concurred with this recommendation at its meeting on May 12, 2014.

RECOMMENDATION

Staff recommends the Board approve the creation of a full time Accountant position as a non-exempt position with a monthly pay range of $3,856 - $4,967.

Larry Peterson
District Manager
ACCOUNTANT

$3,856 - $4,967
(non-exempt)

THE POSITION

Under direction of the Director of Administration this position is responsible for the areas of accounts receivable and general ledger accounting, and assisting with analytical projects and miscellaneous other accounting and business matters. This position may also supervise the payroll function.

EXAMPLE OF DUTIES

The essential functions of this position include, but are not limited to:

Accounts receivable: Reconciles and inputs to the general ledger all deposits, including credit card transactions, ensures daily balance accuracy between the general ledger and the bank through timely posting of deposits, reconciles the bank statements and undertakes collection efforts on unpaid invoices maintaining a less than 90-day accounts receivable balance.

General ledger accounting: Accurately prepares and inputs month-end journal entries, reconciles balance sheet accounts, prepares monthly financial reporting, assists in preparing work papers for the annual audit and creates invoices for non-core revenue items.

Analytical projects and other miscellaneous accounting and business matters: Assists with creating Excel data bases for easy analysis of certain District operations such as water consumption and electrical usage, prepares various routine and special project analyses as assigned, backs up the accounts payable function, including processing payments and writing checks, responds to questions from staff in all departments and handles miscellaneous other accounting and business matters as they arise.

The position may perform other work as assigned.

EMPLOYMENT STANDARDS

Knowledge, Skills and Abilities: Requires a Bachelor’s degree in Accounting and two years of relevant accounting experience, or an equivalent combination of education and experience. Applicant should possess a good working knowledge of generally accepted accounting principles, procedures and applications and be proficient with accounting, word processing and spreadsheet software programs. Desirable qualifications include a high level of analytical ability and organizational skills in order to thoroughly research, analyze data and draw logical conclusions on complex financial and business matters; competence to work with minimal supervision, prioritize responsibilities effectively and meet deadlines; ability to communicate work papers and financial reports, both verbally and in writing, and provide technical guidance to staff. Knowledge of federal, county, state and local laws, codes and regulations applicable to governmental accounting, and proficiency with ADP and Microsoft Office Suite a plus.

Licenses and Certifications: CPA or CMA license is highly desired. California driver’s license with good driving record is required.

PHYSICAL REQUIREMENTS

It is expected that this position will be sitting 70% of the time or more and require the regular climbing of stairs; occasional bending, kneeling, squatting, reaching overhead, stretching, working on rough or uneven terrain; occasional lifting, carrying, pushing and/or pulling limited to less than 40 pounds; frequent handling and dexterity. Position requires the operation of computer, printer, typewriter, 10-key, photocopier, postage meter, other general office equipment, and District vehicles.

EQUAL OPPORTUNITY EMPLOYER

All aspects of employment and promotion shall comply with the principle of Equal Employment Opportunity.
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 5, 2014

TO: Board of Directors

FROM: District Manager

SUBJECT: Approval and Adoption of Part-time Employee Pay Schedule by
Rancho Simi Recreation and Park District Board of Directors

SUMMARY

On May 1, 2014, the Board approved changes to the District’s part-time pay rates in connection with
the coming minimum wage rate increases. Those rates have now been incorporated into a single
form that, if approved and adopted by the Board, will be posted onto the District’s web site and used
to implement pay rate changes going forward. The attached Payroll Change Notice form includes
several minor changes to the previously approved part-time pay rates; Recreation Aide is now
Recreation Assistant I, Recreation Counselor is now Recreation Assistant II, a “I” has been added
to the position titles where appropriate, and the positions of Computer Technician, Design
Technician, Alternative Recreation Specialist and Strathearn Park Coordinator have been added.
Staff recommends approval of the attached form/schedule, and authorization to the District Manager
to implement it as he deems.

BOARD ACTION REQUESTED

Staff recommends the Board approve and adopt the attached part-time employee pay schedule with
an approved and effective date of June 5, 2014, and authorize the District Manager to implement it
as he deems appropriate.

Larry Peterson
District Manager
PAY SCHEDULE APPROVED BY THE BOARD OF DIRECTORS ON 6/5/14; EFFECTIVE ON 6/5/14

(✓)   (CHECK ONE)   (CIRCLE HOURLY PAY RATE)

<table>
<thead>
<tr>
<th>P/T POSITIONS BY CLASSIFICATION</th>
<th>PAY RANGES BY CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STEP 1</td>
</tr>
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<td>( ) Administrative Assistant I ( ) Golf Shop Assistant I</td>
<td>$9.00</td>
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<tr>
<td>( ) Golf Course Assistant I ( ) Recreation Aide</td>
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</tr>
<tr>
<td>( ) Golf Range Assistant I ( ) Scorekeeper</td>
<td></td>
</tr>
<tr>
<td>( ) Administrative Assistant II ( ) Lifeguard</td>
<td>$10.18</td>
</tr>
<tr>
<td>( ) Golf Course Assistant II ( ) Maintenance Worker I</td>
<td></td>
</tr>
<tr>
<td>( ) Golf Professional I ( ) Mechanic I</td>
<td></td>
</tr>
<tr>
<td>( ) Golf Range Assistant II ( ) Recreation Counselor</td>
<td></td>
</tr>
<tr>
<td>( ) Golf Shop Assistant II ( ) Youth Sports Referee</td>
<td></td>
</tr>
<tr>
<td>( ) Gym/Ball Diamond Attn.</td>
<td></td>
</tr>
<tr>
<td>( ) Administrative Assistant III ( ) Mechanic II</td>
<td>$11.23</td>
</tr>
<tr>
<td>( ) Assistant Director ( ) Recreation Specialist I</td>
<td></td>
</tr>
<tr>
<td>( ) Computer Technician ( ) Senior Lifeguard (WSI)</td>
<td></td>
</tr>
<tr>
<td>( ) Golf Professional II ( ) Youth Sports Monitor</td>
<td></td>
</tr>
<tr>
<td>( ) Maintenance Worker II</td>
<td></td>
</tr>
<tr>
<td>( ) Administrative Assistant IV ( ) Mechanic III</td>
<td>$12.10</td>
</tr>
<tr>
<td>( ) Assistant Pool Manager ( ) Recreation Specialist II</td>
<td></td>
</tr>
<tr>
<td>( ) Golf Professional III ( ) Site Coordinator</td>
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<tr>
<td>( ) Maintenance Worker III ( ) Transit Van Driver I</td>
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<tr>
<td>( ) Accounting Specialist ( ) Museum Director</td>
<td>$14.00</td>
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<tr>
<td>( ) Administrative Assistant V ( ) Recreation Specialist III</td>
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<tr>
<td>( ) Alternative Rec. Specialist ( ) Stratham Park Coordinator</td>
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<td>( ) Maintenance Worker IV ( ) Transit Van Driver II</td>
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<td>( ) Mechanic IV</td>
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<td>$14.74</td>
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<td>( ) Mechanic V</td>
<td>$16.25</td>
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<td>( ) Recreation Coordinator P/T</td>
<td>$18.35</td>
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<tr>
<td>( ) Park Ranger P/T</td>
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</tbody>
</table>

SPECIALIST INSTRUCTORS / SPORTS OFFICIALS

Specialist Instructor: Class Topic ____________________________

Rate ____________________________ (% of base rate)

Sports Official: Sport ____________________________

Rate(s) ____________________________ per game

APPROVAL: ____________________________

PAYROLL: ____________________________

H.R.: ____________________________

Supv. or Coord. _______ Initials/Date _______ Dept. Head _______ Initials/Date _______ Initials/Date _______ Initials/Date _______ Initials/Date _______

PERSONNEL - White Copy
PAYROLL - Goldenrod Copy
EMPLOYEE - Pink Copy
SUPERVISOR - Yellow Copy

Form G-102 (a) rev. 6/14

Employee's Signature ____________________________

Date Signed ____________________________
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 5, 2014
TO: Board of Directors
FROM: District Manager
SUBJECT: Receive and File Proposition 4 - Appropriations Limitation

INTRODUCTION

The purpose of this report is to provide an overview of Proposition 4 and to demonstrate the calculation of the District's appropriation limitation for fiscal year 2014-15. The public must be provided an opportunity to inspect the calculation. Once that occurs, staff will request the Board at a future meeting to approve a resolution establishing the appropriations limitation for FY 2014-15.

BACKGROUND

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Spending Limitation, which added Article XIIIIB to the California Constitution. In June 1990, Article XIIIIB was amended by the voters through their approval of Proposition 111. Essentially, these propositions limit the amount of tax revenues the District can collect each year and subsequently appropriate. Whenever a local government cannot appropriate all of its tax revenues, because appropriations exceed the calculated limitation, these “excess revenues” must be returned. This may be accomplished by the granting of a tax credit or refund, by providing a temporary suspension of tax rates or fee schedules, or by any other means consistent with the intent of Section 2 of Article XIIIIB.

This process requires each governmental entity to set its Appropriation Limit each fiscal year with 1978-79 as the base year; then adjust each subsequent year by using a combination of the increase in population (either within its jurisdiction or within the county in which it is located), and the change in per capita personal income. The Department of Finance provides this information to each local government no later than May 1st.

“Appropriations subject to limitation” is defined as any authorization to expend, during a fiscal year, the proceeds of taxes levied by or for that entity and the proceeds of subventions to that entity. “Proceeds of taxes” includes all tax revenues and the proceeds to an entity of government, from (1) regulatory licenses, user charges, and user fees to the extent that those proceeds exceed the costs reasonably borne by that entity in providing the regulation, product, or service, and (2) the
investment of tax revenues. It also includes “subventions” received from the State (essentially, unrestricted state subsidies). Appropriations does not include appropriations for debt service, and qualified capital outlay projects, that is, land or construction with a value in excess of $100,000 and a useful life of 10 or more years.

The Board approved appropriations limitation for fiscal year 2013-14 was $16,091,830 (see attached Exhibit A and B). Based upon the price and population data supplied by the California Department of Finance, staff is able to calculate the appropriations limitation for the next fiscal year to be $16,136,698. Based upon this the District’s appropriations will be 75.98% (see attached Exhibit C) of the calculated appropriations limitation, and no further action is necessary.

Note that these calculations are based upon the District’s Preliminary Budget, which has not yet been approved by the Board of Directors. That will take place on June 19, 2014.

RECOMMENDATION

Receive and File.

Larry Peterson
District Manager
### CALCULATION OF APPROPRIATION LIMITATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation Limitation FY 2013-14</td>
<td>$16,091,830</td>
</tr>
<tr>
<td>Per Capita Change in Income (as a percent)*</td>
<td>-0.23</td>
</tr>
<tr>
<td>Population Change (as a percent)*</td>
<td>0.51</td>
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<tr>
<td>Per Capita Converted to a Ratio</td>
<td>0.9977</td>
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<tr>
<td>Population Converted to a Ratio</td>
<td>1.0051</td>
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<tr>
<td>Calculation of factor for FY 2014-15</td>
<td>1.00278827</td>
</tr>
<tr>
<td>Appropriation Limitation FY 2014-15</td>
<td>$16,136,698</td>
</tr>
</tbody>
</table>

Exhibit A
### APPROPRIATIONS SUBJECT TO LIMITATION

<table>
<thead>
<tr>
<th>Proceeds of Taxes</th>
<th>Fund 30-0-0000-2: Oak Park Assessment</th>
<th>Fund 30-0-0000-1: Simi Valley Assessment</th>
<th>Fund 10: General Fund</th>
<th>Fund 70: Special Zone Tax</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secured (Net of ERAF)</td>
<td>$8,110,000</td>
<td>$154,751</td>
<td>$8,264,751</td>
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<tr>
<td>Supplemental</td>
<td>$105,000</td>
<td>$450</td>
<td>$105,450</td>
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<tr>
<td>Unsecured</td>
<td>$240,000</td>
<td>$5,832</td>
<td>$245,832</td>
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<tr>
<td>Prior Year</td>
<td>$3,250</td>
<td>$51,000</td>
<td>$48,250</td>
<td>$3,200</td>
<td>$537,450</td>
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<td>Homeowners Exemption</td>
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<td>$83,259</td>
<td>$1,529</td>
<td>$84,788</td>
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<tr>
<td>Carryover from Prior Year</td>
<td>$31,379</td>
<td>$230,607</td>
<td>$11,979</td>
<td>$273,965</td>
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<tr>
<td>State Subventions</td>
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<td></td>
<td></td>
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<tr>
<td>Redevelopment Pass Through</td>
<td></td>
<td></td>
<td></td>
<td>$1,233,551</td>
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<tr>
<td>Current Year Assessment</td>
<td>$145,000</td>
<td>$1,488,987</td>
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<td>$1,633,987</td>
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<td>Interest</td>
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<td>$4,000</td>
<td>$300</td>
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<td>Sub-total</td>
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<td>$1,774,594</td>
<td>$10,251,810</td>
<td>$178,041</td>
<td>$12,385,274</td>
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<td>Adjustments/Exclusions*</td>
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<tr>
<td>After School Club Upgrade</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Challenger Field</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSCP Upgrades</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sinaloa Park</td>
<td></td>
<td></td>
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<tr>
<td>Skateboard Park</td>
<td></td>
<td>($125,000)</td>
<td></td>
<td></td>
<td>($125,000)</td>
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<tr>
<td>Appropriations Subject to</td>
<td>$180,829</td>
<td>$1,649,594</td>
<td>$10,251,810</td>
<td>$178,041</td>
<td>$12,260,274</td>
</tr>
<tr>
<td>Limitation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Per Government Code and State Constitution, appropriations for qualified capital outlay projects (land and construction with life in excess of 10 years and value greater than $100,000) are not appropriations subject to the limitation.

**Exhibit B**
APPLICATION OF APPROPRIATION LIMITATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation Limitation</td>
<td>$16,136,698</td>
</tr>
<tr>
<td>Appropriations Subject to Limitation</td>
<td>$12,260,274</td>
</tr>
<tr>
<td>Ratio of Proposed Appropriations to Limitation for FY 2014-15</td>
<td>75.98%</td>
</tr>
</tbody>
</table>

Exhibit C
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE:       June 5, 2014
TO:         Board of Directors
FROM:       District Manager
SUBJECT:    Approval for Publication of Legal Notice Concerning
            Proposition 4 Appropriations Limitation Amount

SUMMARY

The Board’s approval of the District’s Appropriations Limitation requires the publishing of a legal
notice. The attached legal notice serves to inform the public of the opportunity to inspect the
District’s calculation. A minimum of 15 days of notice is required. If approved, staff will publish
the legal notice and request the Board to approve the Appropriations Limitation for fiscal year 2014-
15 during the Board’s meeting of July 17, 2014.

RECOMMENDATION

Staff recommends the Board approve for publishing the attached legal notice concerning Proposition
4 Appropriations Limitation.

Larry Peterson
District Manager
LEGAL NOTICE

Documentation used in the determination of the Appropriations Limitation and other necessary determinations for the Fiscal Year 2014-15 of the Rancho Simi Recreation and Park District is available for review in the administrative offices at the Sycamore Drive Community Center, 1692 Sycamore Drive, Simi Valley, California between the hours of 8:00 a.m. and 5:00 p.m., Saturday, Sunday and holidays excepted.

A Resolution establishing the 2014-15 Appropriations Limitation in accordance with Article XIIIIB of the Constitution of the State of California will be placed on the agenda for Board approval at the regularly scheduled Board meeting of July 17, 2014. Any questions concerning this process may be addressed to District Manager Larry Peterson at (805) 584-4407.

__________________________
Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: June 5, 2014
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of Updates to CSDA Bylaws

SUMMARY

The California Special District’s Association ("CSDA") is requesting its members, including Rancho Simi Recreation and Park District, to consider for adoption proposed amendments to the CSDA By-Laws. The proposed changes are identified on the attachment and include:

- Allowing non-voting liaisons to participate in CSDA activities (page 6)
- Listing annual and special meeting notice requirements (page 7)
- Adding additional nomination time when a CSDA incumbent does not re-run for election (page 9)
- Eliminating ballot distribution for a region when only one person within that region has been nominated to serve on the CSDA Board of Directors (page 10)
- Allowing the CSDA Board to determine whether or not to leave a vacant office unfilled until the next scheduled election (page 11)
- Specifying size of CSDA Committees (page 16)
- Clarifying CSDA Finance Corporation authority (page 18)
- Stating specific requirements for a local CSDA Chapter to be recognized by CSDA (page 21)

As a member, Rancho Simi Recreation and Park District is entitled to vote on the proposed amendments. Staff believes the changes are consistent with the interests of Rancho Simi Recreation and Park District and its role as a member of the CSDA organization and therefore recommends approval of the CSDA By-law amendments.
RECOMMENDATION

Staff recommends the Board approve the proposed changes to the CSDA Bylaws, and authorize the District Manager to complete and return the official ballot to CSDA.

Larry Peterson
District Manager
MEMORANDUM

DATE: April 25, 2014

TO: California Special Districts Association (CSDA) Voting Members

FROM: Noelle Mattock, CSDA Board President
       Neil McCormick, CEO

SUBJECT: Proposed CSDA Bylaws Updates

The CSDA Board of Directors has approved the attached recommended updates to the CSDA Bylaws to bring forward to CSDA voting members for consideration.

Highlights to the recommended updates include:
- General clean-up to reflect updates and organizational changes over the last 3 years
- Clarifying language to the CSDA Board nomination and election process
- Updates to various committee definitions and titles
- CSDA affiliated chapter clarification

The full proposed changes to CSDA's Bylaws are indicated in mark-up form for your review and can be found online at www.cdsa.net/bylaws.

As a voting member in good standing, once your district has reviewed the proposed CSDA Bylaws updates, please use the enclosed official ballot to cast your vote by mail in favor or not in favor of the changes.

Completed ballots must be received by Friday, June 13, 2014 at 5:00 pm to be counted. Only official and fully completed ballots returned via regular mail to the CSDA office will be counted. The results of the Bylaws ballot will be announced in the CSDA e-News and on the CSDA website. If approved by the membership, the updated Bylaws will take effect on July 1, 2014.

If you have any questions or require printed copies, please contact Charlotte Lowe, Executive Assistant at charlottel@csca.net or (916) 442-7887.

Thank you for your participation and continued support of CSDA!
Shall the 2014 Proposed CSDA Bylaws Amendments be Adopted?

☐ Yes
☐ No

CSDA Member District Name: ____________________________________________

Authorized Signature: ____________________________________________

GM or Board President

View current CSDA Bylaws and proposed new bylaws at csda.net/bylaws
Must be received by June 13, 2014. CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814

(If you require a hard copy of either of the above listed bylaws or have questions, please call Charlotte Lowe,
CSDA Executive Assistant at (877) 924-CSDA.) If approved, bylaws will become effective July 1, 2014.
BYLAWS
California Special Districts Association

Approved Bylaw Revision Dates:
Revised 1996
Revised 1999
Revised 2004
Revised October 1, 2009
Revised August 2, 2010
Revised August 1, 2011
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ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (CSDA), CSDA will provide outreach, education, and member services, and shall generate legislative advocacy for member interests. CSDA will interact with the government associations and groups that support or oppose its membership's interests.

Section 2. CSDA Regions/Networks:

The state of California shall be divided along county boundaries into six voting regions/networks. The areas of the regions/networks have been determined by the Board of Directors of CSDA.

Exhibit A........Map of the six (6) regions/networks of CSDA.

Section 3. Principal Office:

The principal business office of CSDA shall be located in Sacramento, California.
ARTICLE II – MEMBERSHIP

Section 1. Qualification of Membership:

There may be several classes of membership in CSDA, as determined by the Board of Directors. The following classes have been adopted:

A. Regular Voting Members:

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental and/or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of "independent special district" set forth in Government Code Section 56044 by having a legislative body all of whose members are elected, or which members are appointed to fixed terms; or

2. A public agency whose legislative body is composed of representatives of two or more other public agencies. Such representatives may be either members of the legislative body or designated employees of such other public agencies. Public agencies which qualify as regular members pursuant to these criteria include, but are not limited to the following public agencies: (a) air quality management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control and/or water conservation districts; (g) sanitation agencies.

Regular voting members do not include the state, cities, counties, school districts, community college districts, dependent districts, or joint powers authorities. Dependent districts are defined as those special districts whose legislative body is composed exclusively of members of a Board of Supervisors of a single county or city council of a single city, LAFCOs, joint powers authorities or the appointees of such legislative bodies with no fixed terms.

Regular voting members have voting privileges and may hold seats on the Board of Directors.

B. Associate Non-Voting Members:

Shall be those organizations such as dependent districts, cities, mutual water companies, and those public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges and may not hold a seat on the Board of Directors.

C. Business Affiliate Members:
Shall be those persons or organizations that provide services to special districts and/or have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges and may not hold a seat on the Board of Directors.

Section 2. Membership Application:

Application for membership to CSDA will be directed to staff, who will determine if the applicant’s interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board. Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws.

Section 3. Membership Dues:

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

Section 4. Membership Voting:

Matters to be voted upon by the membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which proper notice was given by CSDA may be voted upon.

A. Voting Designee:

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate by resolution, one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board member or managerial employee of the member regular voting member.

B. Voting Authorization:

Those regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing shall be entitled to one vote on all matters brought before the membership for vote at any meeting or mail ballot.

Section 5. Membership Quorum:

A. Meeting Quorum:

Twenty-five voting designees, as defined in Article II, Section 4, officially designated by each regular voting member present at any annual or special meeting of the CSDA shall constitute a quorum. Absentee ballots shall not be accepted.

B. Mailed Ballot Quorum:
Mail ballots received from 25 voting designees shall constitute a quorum.

Section 6. Membership Meetings:

A. Annual Business Meeting:

The annual business meeting of the members shall be held at the Annual CSDA Conference at such time and place as determined by the Board of Directors. Written notice of the annual business meeting shall include all matters that the Board intends to present for action and vote by the members.

Written notice of any annual meeting of the members of CSDA, via mail and/or electronic delivery, and/or facsimile shall be sent to each regular voting member in good standing at least 45 days in advance of the designated date of such meeting. The notice shall include the time and place, and all matters the Board of Directors intends to present for action and vote by the members.

B. Special Meetings:

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or by a majority of at least a quorum of the members. Written notice shall include all matters the Board of Directors intends to present for action and vote by the members.

Written notice of any special meeting of the members of CSDA, via mail and/or electronic delivery, and/or facsimile shall be sent to each regular voting member in good standing, at least ten days in advance of the designated date of such meeting. The notice shall include the time and place, and all matters intended to be presented for action and vote by the members.

C. Mail Ballot:

The Board of Directors may at its discretion authorize the voting upon any issue, by written ballot mailed to each regular voting member in good standing. Such ballot shall be mailed by first class mail, at least 45 days in advance of the date the CSDA has designated for the return of the ballot by each member to CSDA.

D. Majority Vote:

A majority of votes cast or ballots received shall be necessary to carry any matter voted upon, provided a quorum of members has voted in person or by mail ballot. Voting by proxy shall not be allowed.

Section 7. Termination of Membership:
Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for forty-five days after said notice, the delinquent member shall automatically cease to be a member of CSDA.

A delinquent member may be restored to membership by making written application to the Board of Directors of the CSDA. Such reinstatement shall be at the discretion of the Board.

ARTICLE III — DIRECTORS

Section 1. Number of Directors:

The authorized number of elected directors to serve on the Board of Directors shall be eighteen. Each regular voting member agency shall be limited to one seat on the Board.

There shall be three directors elected from each of the six CSDA regions/networks. Directors elected from each of the six regions/networks shall hold staggered three year terms. The three directors serving a term of office from a region/network shall be elected from three different regular voting member agencies located in that region/network.

Section 2. Term of Office:

Directors elected from each of the six regions/networks shall hold staggered three year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall terminate in three years.
Section 3. Nomination of Directors:

Nomination shall be by region/network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The director nominee shall be a board member of the district or a managerial employee as defined by that district's Board of Directors. Nomination of the director designate shall be made by a resolution or minute action of the regular voting member's Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election. In the event an incumbent does not re-run for his/her seat, the nomination period for that region/network shall be extended by ten days.

The CSDA staff, in conjunction with the Elections and Bylaw Committee, will review all nominations received and accept all that meet the qualifications set by these Bylaws. A state of each region's/network's qualified nominees will be submitted by mail ballot, to that region's/network's regular voting membership for election pursuant to Article III, Section 4

Section 4. Election of Directors:

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections. The Committee may enforce any regulation in order to facilitate the conduct of said elections. Voting for directors shall be by the regular voting members from the region/network from which they are nominated.

The Election and Bylaws Committee shall meet each year to review, with staff, the regions/networks where election of directors will be necessary. The Committee will coordinate with staff, the dates nomination requests shall be mailed to the regular voting members, the official date for the nomination requests to be received at the CSDA office, and set the date of the election.

A. Written Notice:

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent first class mail to each regular member on the date specified by the Election and Bylaws Committee, which shall be at least, 120 days prior to the election. The nominations must be received by CSDA before the established deadline which shall be no later than 90 days prior to the election. Nominations received after the deadline date shall be deemed invalid.

B. Balloting and Election:

Voting for directors shall be by mail.

After the nomination period for directors is closed, a mailed ballot specifying the certified nominees in each region/network shall be distributed to each regular voting member in that region/network by first class mail. Each such regular member in each region/network shall be entitled to cast one vote for each of that region's/network's open seats on the Board.

The ballot for each region/network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a region/network, the
nominee shall automatically assume the Seat up for election and a ballot shall not be mailed. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each region/network were mailed a ballot.

Ballots shall be returned by mail to the principal business address of CSDA prior to the close of business (5:00 pm) on the designated election date, which shall be at least 45 days prior to the Annual Conference. Ballots received after the specified date shall not be counted.

All ballots shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or his/her designee.

Section 5. Event of Tie:

In the event of a tie vote, a supplemental mail ballot containing only the names of those candidates receiving the same number of votes shall be mailed to each regular voting member in the region/network where the tie vote occurred.

Those mail ballots received prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental mail ballots received after the designated date will be deemed invalid. All ballots shall remain sealed until opened in the presence of the Committee chair or his/her designee.

In the event the supplemental mail ballot results in a tie vote, the successful candidate will be chosen by a drawing by lot.

Section 6. Director Vacancy:

In the event of a director vacating his/her seat on the Board of Directors, an individual who meets the qualifications as specified in these Bylaws may be appointed or elected to complete the director’s unexpired term.

A. Two or Three Vacant Seats in the Same Region/Network:

In the event more than one seat on the CSDA Board of Directors in any one region/network is vacant at the same time, such vacancies shall be filled by election. A mail ballot shall be prepared; listing all nominees for that region/network accepted and approved pursuant to Article III, Section 4 of these Bylaws.

Regular members of each region/network shall be entitled to cast one vote for each open seat in that region/network. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

B. Vacancy During Nomination Period:

In the event of a vacancy occurring “during” the nomination period, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent to each regular member in the region/network in which the vacancy occurred.
Nominations will be accepted for the vacant seat and shall be placed on the mail ballot for election in that region/network.

C. Vacancy After Nomination Period:

In the event of a vacancy occurring "after" the nomination period has closed, at the discretion of the CSDA Board, the vacancy may remain unfilled until the next regularly scheduled election or may be filled by appointment. Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent to all regular members in the region/network in which the vacancy occurred.

The region's/network's existing directors sitting on the CSDA Board shall interview all interested candidates of that region/network and bring a recommendation to the CSDA Board of Directors. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Section 7. Director Disqualification:

A. A director shall become disqualified from further service upon the occurrence of the following:

A director's district is no longer a member of CSDA; a director is no longer a board member or an employee of a member district; and/or a director shall resign.

Any officer or director may resign at any time by giving written notice to the President or CEO. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director fails to attend three consecutive meetings of the Board.

Section 8. Powers of Directors:

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.
ARTICLE IV – DIRECTOR MEETINGS

Section 1. Place of Meetings:

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine.

Section 2. Ratification Meeting:

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of CSDA.

Section 3. Organization Meeting:

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of CSDA.
Section 4. Planning Session:

As directed by the Board of Directors, a special Strategic Planning Meeting shall be held to review and evaluate the plans, policies and activities related to the business interests of CSDA.

Section 5. Regular Meetings:

The dates of the regular meetings of the Board of Directors shall be ratified at the last Board meeting of the previous year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

Section 6. Special Meetings:

A special meeting of the Board of Directors, for any purpose, may be called at any time by the President or by any group of seven directors.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the directors, or sent by written or electronic communication. All written notices shall be sent at least ten days prior to the special meeting and electronic notices at least five days prior.

Section 7. Quorum:

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten directors. A majority vote among at least ten directors present at a duly noticed meeting shall constitute action of the Board of Directors.

Section 8. Official Records:

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA.
ARTICLE V – OFFICERS

Section 1. Number and Selection:

The officers of CSDA shall be the President, Vice President, Secretary, Treasurer and the Immediate Past President. The officers shall be elected annually from the then current members of the Board of Directors without reference to regions. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve without compensation.

Each shall hold office for the term of one year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

Section 2. Duties of the President:

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of CSDA.

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The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. The President shall appoint committee chairs and vice-chairs and members of the Standing Committees, subject to confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

Section 3. Duties of the Vice President:

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be an ex-officio member of all of the Standing Committees.

Section 4. Duties of the Secretary:

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of CSDA.

A list of the membership of CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 5. Duties of the Treasurer:

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or designee, shall disburse, or cause to be disbursed by persons as authorized by resolution of the Board of Directors, the funds of CSDA, as ordered by the Board of Directors.
The Treasurer or designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or designee shall, after the close of the fiscal year of CSDA, cause an annual audit of the financial condition of CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 6. Disbursement of Funds:

No funds shall be disbursed by CSDA unless a check, draft or other evidence of such disbursement has been executed on behalf of CSDA by persons authorized by resolution of the Board of Directors.

Section 7. Removal of Officers:

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

ARTICLE VI – COMMITTEES

Section 1. Committee Structure:

Each committee shall have a chair and a vice-chair who shall be directors of the Board of Directors. Each committee shall have at least two Board members and no more than nine Board members. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or Business Affiliate members.

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept and each committee shall present a report to the Board of Directors at each scheduled Board meeting.
No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law:

- No committee may: Fill vacancies on the Board of Directors or on any committee that has authority of the Board; create any other committees of the Board or appoint the members of the committees of the Board.
- No committee may fix compensation of the directors for serving on the Board or on any committee; expend corporate funds to support a nominee for director, or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.
- No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

Section 3. Committee Meetings:

Meetings of the committees of CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

Section 4. Standing Committees:

Standing Committees of CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Member Services and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

A. Executive Committee:

The Executive Committee shall consist of all officers of CSDA. Members shall include the President, Vice President, Secretary, Treasurer and the Immediate Past President of CSDA. If the Immediate Past President is no longer a member of the Board of Directors, a previous past president may be appointed. If there are no directors who have served as president in the past, the President shall appoint a current director to serve as a member of the Executive Committee.

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

B. Professional Development Committee:
The Professional Development Committee shall plan, organize and direct CSDA professional development programs and events.

C. **Election and Bylaws Committee:**
The Election and Bylaws Committee shall be responsible for conducting all elections for the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

D. **Finance Corporation Committee:**
The Finance Corporation Committee shall serve as the Board of Directors of the CSDA Finance Corporation, a California nonprofit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation’s operations, and to enter into all contracts necessary to provide financial assistance to CSDA members.

E. **Fiscal Committee:**
The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be reviewed by the committee and ratified by the Board of Directors.

F. **Legislative Committee:**
The Legislative Committee shall be responsible for the development of CSDA’s legislative agenda. The Committee shall review, direct and assist the CSDA Advocacy and Public Affairs Department with legislative and public policy issues.

G. **Member Services Committee:**
The Member Services Committee shall be responsible for recruitment and recommendation of new members to the CSDA Board of Directors. All new members shall be ratified by the Board of Directors.

H. **Audit Committee:**
The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board of Director approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.
Section 5. Ad Hoc Committees:

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, or members of the public, as approved by the Board of Directors.

Section 6. Special Committee of the Board:

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two or more directors, but less than a quorum of the Board of Directors.
ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any "proceeding", as that term is used in the Section 5238(a) of the California Corporations Code.

"Expenses", as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Insurance:

The CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer's, director's, employee's, or agent's status as such.
Section 4. Liability:

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA’s creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA’s assets for payment.

ARTICLE VIII – LOCAL CHAPTERS

Section 1. Purpose:

The purpose of local chapters is to provide a local forum of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The local chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA’s Board of Directors.

Section 2. Organization:

The regular voting members of CSDA are encouraged to create and establish local chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011, including but not limited to the following chapters must have at least one CSDA member in their membership at all times: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. Such existing chapters may include as members local organizations, districts and professionals who are not members of CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members be current members of CSDA in order to be a chapter affiliate of CSDA. Such local chapters may include members of local organizations and professionals who are not members of CSDA.

Local chapters shall be determined to be affiliates of the CSDA upon approval and execution of the Chapter Affiliation Agreement by the local chapter, and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors. The chapters shall be required to provide updated membership lists to the CSDA at least annually.
CSDA and its local chapters shall not become or be deemed to be partners or joint ventures with each other by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

Section 3. Rules, Regulations and Meetings:

Each local chapter shall adopt such rules and regulations, meeting place and times as the membership of such local chapter may decide by majority vote. Rules and regulations of the local chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of CSDA.

Section 4. Financing of Local Chapters:

No part of CSDA's funds shall be used for the operation of the local chapter affiliates. CSDA is not responsible for the debts, obligations, acts or omissions of the local chapters.

Section 5. Legislative Program Participation:

Local chapters may function as a forum in regard to federal, state and local legislative issues. The chapters may assist CSDA in the distribution of information to their members.
ARTICLE IX — AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon resolution of the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by CSDA, at a specially called meeting, or by a mailed ballot.

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendment/s to these Bylaws shall be given by the Board of Directors to the regular voting members, not later than forty-five (45) days in advance of the amendment meeting.

Electronic copies of the proposed amendment/s shall be available on the CSDA website for the regular voting members prior to the meeting. Copies of the proposed amendments shall be available for the voting members at the amendment meeting.

Section 3. Mailed Amendment Ballot:

When a mailed ballot is utilized to amend these Bylaws, the ballot shall include all amendments and matters the Board of Directors intends to present for action and vote by the members and shall be mailed by CSDA to all regular voting members. The ballot shall be mailed by first class mail, not later than forty-five (45) days in advance of the date CSDA has designated for the receipt of the ballot.

The amendment ballot must be received by CSDA, no later than the established deadline date and time. Ballots received after the specified deadline will be deemed invalid.

Section 4. Amendment Ratification:

A. Membership Meeting:
The proposed Bylaw amendments shall be deemed adopted by a majority vote of all regular voting members present at a membership meeting, at which a quorum, as defined in Article 2, Section 5 of these Bylaws, of the members is present.

B. **Nailed Ballot:**

The proposed Bylaw amendment/s shall be deemed adopted when ballots have been returned by a quorum of the regular voting members, and have been approved by a majority vote of the mail ballots returned.

| EXHIBIT A | Deleted: S |
| Deleted: /B |
2015 Regions/Networks

1. Region 1 - Northern Network
2. Region 2 - Sierra Network
3. Region 3 - Bay Area Network
4. Region 4 - Central Network
5. Region 5 - Coastal Network
6. Region 6 - Southern Network

Revised CSDA Bylaws 8-1-11
IT WAS A PLEASURE WORKING WITH YOU ALL. PLEASE WRITE TO BRING US THE NEWS FUTURE. WE WILL ALWAY RESPECT FOR VETERANS.

Cecilia, 1/19/70

Jerry, Wayne and all the staff of the Rancho Simi Recreation and Park District, THANK YOU FOR EVERYTHING.

Juice Wells

Bob Evans

Henry, Anne Bracht

George Pal, 1972

RIP 1979

Gun Nester

Nam '67-68
Designed By:
Margie Hernandez
(661) 350-5558
MILTON R. MC NULTY  GEORGE W. WOODALL
KENNETH W. PUGH  JOHN B. PAINTER Jr.
MARK A. FERGUSON  ROBERT F. CHAMBERLAIN
ROGER L. EPLEY  CLYDE M. RIDGWAY
JOSEPH D. BURNETT  DAVID L. BURNETT
TERRY J. BAILEY  GERALD O. TOY
MICHAEL T. FOUST  EUGENE W. BURKHART
ROBERT T. EDWARDS  ROBERT J. WELCH
CLARK E. SAPP  CLAYTON B. LOWE Jr.
KENNETH D. FRANKS  MONTE R. HARPER
TIMOTHY A. JOHNSON  LUTHER T. STOWE
BRENT A. HOLTE  IVAN D. APPLEBY
THOMAS G. DERRICKSON II
MICHAEL D. COCHRAN  SMITH SWORDS III
RALPH S. FOWKS Jr.  MICHAEL C. LINDSAY
WILLIAM J. JACOBS  GILBERT L. MITCHELL
ARTHUR L. HAWKINS Jr.  GERALD L. JOHNSON
GENE R. ROSS  DAVID F. WAGNER
WILLIAM J. PRITCHARD  ROGER L. DUCE
TIMOTHY J. RIZZARDINI  MANUEL CASARES
JAMES A. KING  ARTHUR QUEZADA
WILLIAM T. ANDERSEN Jr.  ROBERT G. WASHBURN
SCOTT M. CARPENTER  JAMES L. JONES
MICHAEL B. CLARK  MILTON SHAPIRO
STEVEN H. JOHNSON  ROY G. ZUEFELT
MELVIN H. CONNER Jr.  WILLIAM J. WOOLSEY
CHARLES C. SMITH Jr.  JAMES C. VANDEVENTER
KIRK I. GREEN  HERMAN H. HUEBNER
MARK L. MANOS  BARRETT C. BROWN
JAMES S. ROGERS  OLIVER E. DEAL Jr.
WILLIAM L. BUNCH  HERBERT L. MARSH
JOHN H. POHLMAN  ROBERT P. COTE
LAWRENCE G. SWARRICK  REX T. ALLEN
DAVID A. CASON  WILLIAM A. KETCHUM Jr.
JOHNNY E. TIVIS  DOUGLAS A. VARNER

With Sincere Appreciation
For Hosting
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