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
Gene Hostetler

Vice Chair
Kate O’Brien

Director
Vacant

Director
Elaine Freeman

Director
Mark Johnson

STAFF

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

II. ROLL CALL

III. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA)

IV. APPROVAL OF MINUTES
   A. Regular Meeting – December 1, 2016

V. SCHEDULED ITEMS AND PUBLIC HEARINGS
   A. Presentation of the Part-time Employee of the Month for October 2016 to Shana Moore 35-16-ff

VI. CONSENT AGENDA**
   A. Approval of Check Registers: 11/23/16 (payroll); 11/30/16 (payables) 35-16-gg
   B. Approval and Adoption of Full-time Employee Classification Schedule by Rancho Simi Recreation and Park District Board of Directors 35-16-gg

** 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. Election for the Chair of the Board of Directors for Calendar Year 2017 Oral
   B. Election for the Vice Chair of the Board of Directors for Calendar Year 2017 Oral
   C. Approval of FY 2017-18 District Budget Calendar 124-16-g
   D. Approval of a Procedure to Fill the Vacancy on the Board of Directors as a Result of the Resignation of Board Member Cavanaugh so that She May Serve on the Council for the City of Simi Valley 36-16-c
   E. Approval of Permit Agreements for Use of Recreational Facilities by Simi Valley Baseball League and Simi Valley Girls Softball League 82-16-a
F. Authorization to Solicit Bids for a Driving Range Shade Structure for Simi Hills Golf Course 120-16-d

IX. WRITTEN COMMUNICATIONS OF NOTE

None

X. REPORTS BY BOARD MEMBERS

XI. REPORT BY DISTRICT MANAGER

XII. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.9

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Subdivision (b) of Section 54956.9: One Case

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 DRIVE, SIMI VALLEY, CA 93065
DECEMBER 1, 2016, 6:30 P.M.

AGENDA
ITEM
I. CALLED TO ORDER: 6:30 p.m.
PLEDGE OF ALLEGIANCE: Led by Theresa Pennington
II. ROLL CALL: Present: Directors Johnson, Freeman, Cavanaugh, Vice Chair O’Brien, Chair Hostetler
Staff: Samantha Castagna, Doug Gale, Wayne Nakaoka, Carol Odenberg, Theresa Pennington, Larry Peterson, Brian Pierik, Esq.
Guests: Gary King, Kristine Quartararo

III. PUBLIC DISCUSSION (ITEMS NOT ON THE AGENDA):
Gary King stated that he had been a previous applicant to the last Board position vacancy and that he would be delighted to apply again should an opening occur. Chair Hostetler stated that the District will post the opening on its website with information about applying for a position on the Board of Directors if a decision is made to appoint the position. He stated that if anyone is interested they should check the District’s website periodically.

IV. APPROVAL OF MINUTES:
(A) Approval of Minutes of the Regular Meeting – November 3, 2016, 6:30 p.m.

ACTION: Vice Chair O’Brien moved to Approve Minutes of the Regular Meeting of November 3, 2016; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

V. SCHEDULED ITEMS AND PUBLIC HEARINGS:
(A) Presentation of the Part-time Employee of the Month for November 2016 to Samantha Castagna 35-16-cc

Director of Administration reviewed the nomination. Chair Hostetler presented the Employee of the Month award to Samantha and congratulated her on behalf of the Board. Samantha said she has enjoyed being a part of the Park District and meeting the employees as she goes about her job. Everyone is always looking forward to the next step and she has seen the agency grow just in the time she has been here.
(B) **Presentation of the Full-time Employee of the Month for November 2016 to Jose Anaya** 35-16-dd

Director of Administration stated that Jose Anaya was unable to attend the meeting. He will receive the Employee of the Month award for November 2016 at work.

(C) **Administer Oath to Park District Board Members Appointed to Office by Ventura County Board of Supervisors in Connection with November 8, 2016 Presidential General Election (Oral)**

The District Manager / District Clerk administered the Oath of Office to Directors Kate O’Brien, Elaine Freeman and Mark Johnson.

VI. **CONSENT AGENDA:**

(A) **Approval of Check Registers: 10/28/16, 11/10/16 (payroll); 10/31/16, 11/15/16 (payables)**

**ACTION:** Director Freeman moved to Approve Item A; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

Chair Hostetler read Director Cavanaugh’s resignation letter in which she stated it was with mixed emotions that she offered her resignation from the District’s Board of Directors of Rancho Simi Recreation and Park District to be effective at the conclusion of the December 1, 2016 Board Meeting.

Chair Hostetler presented Director Cavanaugh with a card and beautiful framed photo of Rancho Simi Community Park and Lagoon. Director Cavanaugh expressed gratitude to the Board Members and all the employees. She stated that she will have a broader scope of oversight at the City of Simi Valley and that she looks forward to being a City Council Member who thoroughly understands the Park District.

Chair Hostetler called for a brief recess with refreshments so that Board Members, staff and guests could meet with Director Cavanaugh and have an opportunity to thank her for the six plus years of outstanding service as a Board Member on the Rancho Simi Recreation and Park District’s Board of Directors.

VII. **CONTINUED BUSINESS:**

None.

VIII. **NEW BUSINESS:**

(A) **Receive and File Conservation Easement Deed for Mitigation Area of Alamos Canyon** 178-16-h

**ACTION:** Director Johnson moved to Receive and File Conservation Easement Deed for Mitigation Area of Alamos Canyon; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.
(B) Approval of Resolution Accepting a Grant Deed from Waste Management of California, Inc., Conveying to Rancho Simi Recreation and Park District a 326 Acre Parcel of Property Commonly Referred to as Alamos Canyon 178-16-i

ACTION: Director Cavanaugh moved to Approve Resolution No. 1928 Accepting a Grant Deed from Waste Management of California, Inc., Conveying to Rancho Simi Recreation and Park District a 326 Acre Parcel of Property Commonly Referred to as Alamos Canyon; Director Johnson seconded the motion. Motion carried with the following roll-call vote:

Ayes: Directors Johnson, Freeman, Cavanaugh, O’Brien, Hostetler
Noes: None
Absent: None
Abstain: None

(C) Approval of Resolution Accepting a Trail Easement Deed for Multipurpose Public Recreation Trail Purposes from Waste Management of California, Inc., in Alamos Canyon 178-16-j

ACTION: Director Freeman moved to Approve Resolution No. 1929 Accepting a Trail Easement Deed for Multipurpose Public Recreation Trail Purposes from Waste Management of California, Inc., in Alamos Canyon; Vice Chair O’Brien seconded the motion. Motion carried with the following roll-call vote:

Ayes: Directors Johnson, Freeman, Cavanaugh, O’Brien, Hostetler
Noes: None
Absent: None
Abstain: None

(D) Approval of the Rancho Simi Recreation and Park District Board Schedule for 2017 Meetings, Workshops and Conferences 138-16-a

ACTION: Director Freeman moved to Approve Rancho Simi Recreation and Park District Board Schedule for 2017 Meetings, Workshops and Conferences; Director Johnson seconded the motion. Motion carried with a unanimous vote.

(E) Approval of Reclassification of Executive Assistant to Human Resources Supervisor 35-16-ee

ACTION: Director Freeman moved to Approve Reclassification of Executive Assistant to Human Resources Supervisor at the Same Rate of Pay and require the District Manager to report to the Board of Directors in six months whether or not the associated part-time administrative support is sufficient; Director Cavanaugh seconded the motion. Motion carried with a unanimous vote.

(F) Approval of Award of Contract for Tree Pruning Services at Various District Parks 7-16-k

ACTION: Director Cavanaugh moved to Approve Award of Contract for Tree Pruning Services at Various District Parks to Four Seasons Landscape & Property Services, Inc. in the Amount of $69,350.00 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 Fifteen Percent (15%) of the Contract Award or $10,402.50 for Any Additional Tree Pruning as Recommended by District Staff; Vice Chair O’Brien seconded the motion. Motion carried with a unanimous vote.
(G) **Review and Consideration of Constructing a Fenced-In Play Area at Big Sky Park 185-16-a**

Director Cavanaugh said that Big Sky Park is a great location for a fenced-in play area. It would allow more use of the beautiful site, and said she thought there should be no problem with reallocating funds given the construction of sand volleyball courts at Runkle Canyon Park. Director Freeman said the District has a lot of projects on its plate and is concerned about how this project would fit in with the others that need to be completed. She questioned whether it should be prioritized now, or put in to the next year’s budget. Director of Planning & Maintenance said this would be an add-on project, and it would take about 60 days and 80 staff hours and that staff would work on it as they have available time. Director Johnson would like to see this project done if it can be fit in, but would like the other projects to be worked on first. District Manager said that in the Board approved project priorities list this would be a substitution of the volleyball court installation at Rancho Madera Park project, and that it would be a less time intensive project. Chair Hostetler said this is for children with special needs and we cannot turn our heads. Director of Planning & Maintenance said it is a wonderful project and it would be a good start in providing more alternatives for children with special needs.

Kristine Quartararo stated that she would really appreciate the District making this a high priority project. She said there are children darting out into the streets, and there is not currently a fenced-in play area where they can keep the children safe.

**ACTION:** Director Cavanaugh moved to approve the Construction of a Fenced-In Play Area at Big Sky Park, and substituting this project with the proposed volleyball court construction project at Rancho Madera Community Park; Director Johnson seconded the motion. Motion carried with a unanimous vote.

**IX. WRITTEN COMMUNICATIONS OF NOTE:**

None.

**X. REPORTS BY BOARD MEMBERS:**

Director Johnson attended a Personnel Committee Meeting.

Director Johnson attended a Golf Committee Meeting. He provided information regarding a driving range shade structure for Simi Hills Golf Course.

Vice Chair O’Brien attended an Advance Planning Committee Meeting, of which some was previously discussed. She said they were updated on the bike park at Lost Canyons, project priorities for FY 2016-17, and the discontinued double-ended compact high pressure sodium light bulbs that had been used in the District’s athletic field lighting system.

Vice Chair O’Brien attended the Veterans Day event and said it was really great. She noted that Congressman Knight sent correspondence in appreciation for the District’s help.

Vice Chair O’Brien attended an Active Shooter presentation, sponsored by Pleasant Valley, and that she found the information very useful.

Director Freeman attended the Veterans Day event. She said it was terrific and that it was really well-organized.
Director Freeman said that Assemblyman Edwardo Garcia has already introduced a statewide bond for parks and recreation. He wants to get a lot of input with the intent to have it on the 2018 ballot.

Director Freeman asked for the status of the Plan Check for the Guardian Building. Director of Planning & Maintenance provided information. He said the heating, plumbing and electrical have been approved. Further work needs to be done regarding the building and structural design, and also the sprinkler system. District Manager provided additional information and noted the updated Plans will have to be resubmitted to the City.

Director Freeman asked if she could assist with some of the current projects. Director of Planning & Maintenance informed Director Freeman that staff may need her assistance with the Knolls Station and Lost Canyons Bike Park projects. Staff will keep her apprised.

Director Cavanaugh attended a Soccer Foundation meeting. She said everyone is working together and helping each other out on the fields, as there remains a shortage of fields. They are however very appreciative of what the District does for them.

Director Cavanaugh attended the Veterans Day event and said it was absolutely wonderful. She thanked staff for doing a great job.

Chair Hostetler attended a Personnel Committee meeting.

Chair Hostetler attended an Advance Planning Committee meeting.

Chair Hostetler attended a Golf Committee meeting, which was already discussed.

Chair Hostetler thanked Director Cavanaugh for her all her service to the Park District and said she will be missed.

REPORT BY DISTRICT MANAGER:

District Manager said the shade structure referenced from the Golf Committee meeting will come before the full Board. It is a large purchase and Golf Course Manager Reed will be presenting a recommendation to approve it.

District Manager said the Veterans Day event was orchestrated primarily by Historical Park Specialist Carolyn Phillips. The project was managed in recent years by Sr. Management Analyst Walker, who was kind to provide some assistance this year during the transition of this responsibility. Recreation Coordinator Liss and others provided additional support.

Director Freeman attended the Simi Valley Historical Society annual dinner meeting. She stated that the food was great and she enjoyed the presentation on some Simi Valley history.

Director Cavanaugh said some people were complimentary of the District’s use of students for the music and other items at the Veterans Day event.

District Manager reminded everyone about the District’s staff holiday party that will take place December 2, 2016 at 11:30 a.m. at the Wood Ranch Country Club.

Director Freeman said the Simi Valley Historical Society’s Christmas Party at Strathearn Park will take place on Sunday, December 4, 2016, from 1 p.m. to 4 p.m. She invited everyone to stop by.
District Manager said he will be making a brief presentation at the District’s holiday party, which will include a review of all the projects that have been completed in the last year.

District Manager stated that the following item, Closed Session XII.(A) will not be needed on the Alamos Canyon matter.

XII. CLOSED SESSION:

(A) Closed Session Pursuant to Government Code Section 54956.8

Conference with Real Property Negotiator

Re: Land Acquisition: Property Located in Ventura County Commonly Referred to as Alamos Canyon Located West Adjacent to the Simi Valley Landfill and Recycling Center

Assessor Parcel Numbers:

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<td>500-0-291-28</td>
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Which together total approximately 326 acres

Agency Negotiators: District Manager, Director of Planning and Maintenance and Legal Counsel

Negotiating Party: Waste Management

Under Negotiation: Price and Terms of Payment

Chair Hostetler thanked the guests for attending the meeting.

XIII. ADJOURNMENT: Director Freeman moved to adjourn the meeting at 7:40 p.m.; Vice Chair O’Brien seconded the motion. Motion carried with a unanimous vote.

____________________________________________ __
Larry Peterson, District Clerk
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RANCHO SIMI RECREATION AND PARK DISTRICT

Interoffice Memorandum

Date: December 15, 2016

To: District Manager

From: Director of Administration

Re: Presentation of the Part-Time Employee of the Month for October 2016 to Shana Moore

PART-TIME EMPLOYEE OF THE MONTH FOR OCTOBER 2016

The Part Time Employee of the Month for October 2016 is Shana Moore. Shana is a Part-time Administrative Assistant in the Recreation Department. She has been working for the District since May 25, 2006. This is Shana's second award for employee of the month.

The person who nominated Shana stated the following: Shana stepped up when Max Galaxy was implemented and learned many aspects of the program, making suggestions and teaching others how to use the software. Shana filled in for two weeks when her supervisor, Greg, was on vacation. She took on all the responsibilities of the Sports Coordinator. She took phone calls, wrote staff schedules and dealt with day to day duties. For these reasons, I am nominating Shana Moore for the Part-Time Employee of the Month.

BOARD ACTION

Shana has been invited to attend the December 15, 2016 board meeting to receive a plaque and a check for $75.00 from the Board Chair.

Theresa Pennington
Director of Administration
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 15, 2016

TO: Board of Directors

FROM: District Manager

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

SUMMARY

The California Code of Regulations at Section 570.5(a)(1), requires the governing body to approve and adopt employee pay schedules. The attached Full-time Employee Classifications and Monthly Pay Ranges schedule has been amended to reflect the re-classification of the Executive Assistant Position to the Human Resources Supervisor position, and to reflect the removal of the Development Supervisor position. The District is currently recruiting for an additional Landscape Designer, and that position is already listed on the Classification Schedule.

BOARD ACTION REQUESTED

Staff recommends the Board approve and adopt the Full-time Employee Classification Schedule.

Larry Peterson
District Manager
## FULL-TIME EMPLOYEE CLASSIFICATIONS
### AND MONTHLY PAY RANGES
Approved and Adopted by the Board of Directors on December 15, 2016
Effective December 16, 2016

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### RECREATION DEPARTMENT

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Printed on: 12/09/16
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 15, 2016
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of FY 2017-18 District Budget Calendar

SUMMARY

The proposed 2017-18 District Budget Calendar is attached. This Calendar sets forth the various dates by which certain aspects of the Budget preparation and adoption process shall occur, and also reflects the various dates by which action is required to consider the District's annual maintenance assessment.

BOARD ACTION REQUESTED

Staff recommends the Board approve the attached FY 2017-18 District Budget Calendar.

[Signature]
Larry Peterson
District Manager
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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</thead>
<tbody>
<tr>
<td>February 2</td>
<td>Mid-Year Board review and adjustment of previously adopted Budget</td>
</tr>
<tr>
<td>February 16</td>
<td>Passage of Resolution designating Engineer of Work and directing the preparation of the Engineer’s Report in connection with the maintenance assessment levy</td>
</tr>
<tr>
<td>March 17</td>
<td>District to provide Engineer of Work with updates to the District park inventory (page 1 and 2 of the Engineer’s report)</td>
</tr>
<tr>
<td>March 20</td>
<td>Initiate budget process and distribute Preliminary Budget Worksheets</td>
</tr>
<tr>
<td>May 10</td>
<td>Department submission of completed Budget Worksheets listing proposed detailed operating budgets, personnel recommendations and capital outlay requests</td>
</tr>
<tr>
<td>May 17</td>
<td>District to complete preliminary budget and forward to Engineer of Work</td>
</tr>
<tr>
<td>May 24</td>
<td>Engineer of Work to complete and file Engineer’s Report with District</td>
</tr>
<tr>
<td>May 25</td>
<td>Board Workshop - review of worksheets, preliminary budget, project priorities and capital improvement program</td>
</tr>
<tr>
<td>June 1</td>
<td>Presentation of the Prop. 4 Appropriation Limitation, and Board approval to publish legal notice (minimum 15 days notice required)</td>
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<tr>
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<td>Resolution of intention to levy annual assessment, preliminarily approving Engineer’s Report, scheduling public hearing, and approving publishing of legal notice (minimum 10 days notice required)</td>
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<tr>
<td>June 15</td>
<td>Presentation and adoption of the District’s Preliminary Budget</td>
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<td>Board approval to publish notice of 2 public hearings (one in Oak Park and one in Simi Valley) on District Budget</td>
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<tr>
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<td>Public hearing and Board approval of resolution approving Engineer’s Report and levying annual assessments (must be in June)</td>
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<tr>
<td>July 6</td>
<td>Board approval of the Proposition 4 Appropriations Limitation</td>
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<tr>
<td>July</td>
<td>Submission of assessments to County (legal deadline is August 10th)</td>
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<tr>
<td>July 20</td>
<td>Public Hearing to be held in Oak Park on District Budget, Project Priorities and 5-year Capital Improvement Program</td>
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<tr>
<td>August 17</td>
<td>Public Hearing to be held in Simi Valley on District Budget, Project Priorities and 5-year Capital Improvement Program</td>
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<tr>
<td>TBD</td>
<td>Approval of Resolution Adopting Annual Budget and approval of Project Priorities and 5-Year Capital Improvement Program</td>
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RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 15, 2016
TO: Board of Directors
FROM: District Manager
SUBJECT: Approval of a Procedure to fill the Vacancy on the Board of Directors as a Result of the Resignation of Board Member Cavanaugh so that She May Serve on the Council for the City of Simi Valley

SUMMARY

Board member Dolores “Dee Dee” Cavanaugh notified the District of her resignation from the Board of Directors on December 1, 2016. The resignation was effective at the conclusion of the Regular Board meeting that night. California Government Code section 1780 specifies that the vacancy may be filled by appointment or election, and the Board must either call an election or make an appointment within sixty (60) days of learning of the vacancy. The deadline to appoint an individual to serve the remaining term of office is therefore January 30, 2016.

Staff recommends the Board advertise the vacancy and select and appoint a person to fulfill Director Cavanaugh’s remaining term of office, which will conclude in December 2018. If the Board concurs the following steps are required.

1. Notify the Ventura County Elections Officer of the vacancy by December 16, 2016. This has been done, see attached letter sent December 9, 2016.

2. Publish the attached “Notice of Vacancy on Board of Directors” in the Ventura County Star, Simi Valley and Oak Park Acorn, post the attached Notice on the District’s web site and in at least three conspicuous places in the District at least 15 days before the Board makes the appointment.


4. Develop interview questions, review applications and schedule oral interviews.

5. Select and appoint a person to complete Director Cavanaugh’s remaining term of office no later than January 30, 2016, and notify Ventura County Elections Officer no more than 15 days after the appointment.
RECOMMENDATION

Staff recommends the Board of Directors appoint a person to fulfill the remaining term of Board Member Dolores “Dee Dee” Cavanaugh and direct the District Manager to advertise the vacancy and take all other steps necessary to complete this process.

Larry Peterson
District Manager
December 9, 2016

Monica Terrones, Candidate Filing Supervisor
Elections Division, County of Ventura
Hall of Administration, Lower Plaza
800 South Victoria Avenue
Ventura, Ca 93009-1200

Re: Notification of Governing Board Vacancy

Dear Ms. Terrones,

Pursuant to Government Code section 1780 this letter serves as formal notification that Dolores “Dee Dee” Cavanaugh provided notification of her resignation as a Member of the Board of Directors of the Rancho Simi Recreation and Park District on December 1, 2016. Her resignation became effective following the Board of Directors Regular Meeting that same night. The Board of Directors will decide how it will fill the vacancy during its meeting on December 15, 2016. Please feel free to contact me with any questions.

Sincerely,

Larry Peterson
District Manager
NOTICE OF VACANCY
ON BOARD OF DIRECTORS

Notice is hereby given, pursuant to Section 5784.3 of the California Public Resources Code and Section 1780 of the Government Code, that a vacancy exists on the Board of Directors of the Rancho Simi Recreation and Park District as a result of the resignation of Director Dolores “Dee Dee” Cavanaugh.

Notice is further given that it is the intention of the remaining members of the Board of Directors of the District to fill said vacancy by appointment no later than January 30, 2016. In order to be considered for this vacancy you must submit the following documents to Larry Peterson, District Manager, Rancho Simi Recreation and Park District, 1692 Sycamore Drive, Simi Valley, CA 93065, no later than 5:00 pm on January 13, 2017: (1) Application for Employment; (2) written responses to “Written Questions”; and, (3) Resume. The required Application form and Written Questions may be obtained by calling Brittany Lopez at (805) 584-4408.

All submissions will be reviewed by the Board of Directors, and interviews of the most qualified candidates will be scheduled thereafter. If the Board of Directors appoints a person to fulfill the remaining term of office of Director Cavanaugh such appointment shall end in December 2018. The appointed Board member may run for election in the next regular District Board member election which will be held in November 2018. Questions may be directed to Larry Peterson at (805) 584-4406.

__________________________ Dated:
Larry Peterson
District Clerk
District Manager
APPLICATION FOR EMPLOYMENT

(Position for Which You Are Applying)

INSTRUCTIONS
Read the job description to determine if you meet the requirements. Print in ink or type information. Complete all sections fully and accurately. Application will be used during the evaluation / selection process. Include any additional information pertaining to your qualifications for the position. False statements are cause for rejection of the application, removal of name from eligibility list, or disciplinary action up to and including termination. All information is subject to verification.

CONDITIONS OF EMPLOYMENT
If hired, applicant:
• Must submit proof of U.S. citizenship or legal right to remain and work in the United States.
• Must be able to perform essential functions of the position stated in the job description.
• May be required to pass a physical examination; May be fingerprinted.

PERSONAL INFORMATION
Name: ___________________________ First: ___________________________ Middle: ___________________________
E-mail Address: ___________________________ Social Security No. (last 4 digits only): ___________________________
Home Address: Street: ___________________________ City: ___________________________ State: ___________________________ Apt. No.: ___________________________
Driver’s License: No.: ___________________________ Expiration Date: ___________________________ State: ___________________________ Type: ___________________________
Do you have any relatives working here? Yes ______ No ______ If yes, whom?

EDUCATION AND TRAINING
High School Graduate / GED Certificate: Yes ______ No ______ Circle Highest Grade Completed: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
University / College, Business or Trade Schools Attended Name & Location (city)

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|                 | Hours □ □ □ □ | Type   |

ADDITIONAL INFORMATION (USE SEPARATE SHEET IF NECESSARY)
Professional training, conferences, workshops related to the position:

Licenses, Certificates or Registrations related to the position: Office Skills related to the position: (computer, 10-key, typing, etc.)

Other Skills related to the position: (heavy equipment, tools, etc.)

AN EQUAL OPPORTUNITY EMPLOYER
EMPILOYMENT HISTORY  (A RESUME WILL NOT SUBSTITUTE FOR THIS SECTION)
List all periods of employment for the last ten years, beginning with the most recent. Include volunteer, military or other special experience if applicable (attach additional sheets as necessary). May we contact your present employer as to your qualifications, character?  Yes ☐ No ☐

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<td>Reason for Leaving</td>
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IN CASE OF EMERGENCY CONTACT: Name __________________________ Phone ____ Cell _____
Street Address __________________________ City __________ Zip ______

CERTIFICATION OF APPLICANT
I hereby certify that all statements made in this application are true and complete and understand that any misstatements of material facts will subject me to disqualification or dismissal. I agree that if I accept employment with the District said acceptance will be subject to and governed by policies of the District including but not limited to personnel and employment policies, procedures, and regulations. I hereby authorize the District to make such inquiries relative to the facts set forth in this application as shall be necessary to permit the District to verify their accuracy. Further, I hereby waive any claims or causes of action which I may have against employers or others providing information to the District arising out of or associated with the giving of such information.

SIGNATURE ___________________________ DATE __________

RANCHO SIMI RECREATION AND PARK DISTRICT

rev 2/15
WRITTEN QUESTIONS

In order to be considered for the appointment to fulfill the remaining term of Board of Director member Dolores “Dee Dee” Cavanaugh you must answer the following questions in writing and submit this together with your Application and Resume. Please limit your response to each question to no more than a half of a page.

1. Please summarize your education and professional work experience and describe how it will help you perform the duties as a member of the Board of Directors.

2. Describe why you would like to be considered for this vacancy.

3. If you were a Board member, is there any major goal, program or project you would like to see the District accomplish? Please describe.
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: December 15, 2016

TO: District Manager

FROM: Director of Recreation

SUBJECT: Approval of Permit Agreements for Use of Recreational Facilities by Simi Valley Baseball League and Simi Valley Girls Softball League

SUMMARY

Many of the Rancho Simi Recreation and Park District owned and permitted facilities are used by local non-profit organizations. These organizations have put in time, work and fund-raised monies into these facilities and have operated under agreements with the Park District for many years. Simi Valley Baseball League uses the Darrah Volunteer Park and Simi Valley Girls Softball uses both Big Sky Park and the Park District maintained ball fields at Apollo High School. The attached Girls Softball Agreement only pertains to their use at Apollo High School. Attached are renewal permit agreements to use Rancho Simi Recreation and Park District facilities for scheduled baseball and softball games and activities of the above-mentioned organizations. The current agreements expire December 31, 2016.

The agreements are for a period of two (2) years ending December 31, 2018, subject to review annually. The current agreements propose to increase the annual fee from $1,100 per year per field to $1,200 per year per field and $1,300 per year per field in 2018.

RECOMMENDATION

Staff is recommending approval of the above-mentioned permit agreements for Simi Valley Baseball League and Simi Valley Girls Softball League use at the Apollo Fields, and authorization for the District Manager to execute the agreements on behalf of the Rancho Simi Recreation and Park District.

[Signature]
Doug Gale
Director of Recreation
RANCHO SIMI RECREATION AND PARK DISTRICT

PERMIT AGREEMENT FOR USE OF RECREATIONAL FACILITIES AT

DARRAH VOLUNTEER PARK

This Agreement is made and entered into the date hereinafter set forth by and between the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as "Park District", and SIMI VALLEY BASEBALL LEAGUE, hereinafter referred to as "Permittee". In consideration of their mutual covenants, conditions, agreements, obligations assumed and other considerations contained herein, the parties hereto agree as follows:

1. **Background**: Pursuant to authority granted by the Public Resources Code of the State of California, the Park District has organized, promoted and conducted programs of community recreation. Pursuant also to the Public Resources Code, the Park District has established systems of recreation, recreation centers, parks, and athletic fields. It is the desire of the Park District to secure the fullest utilization possible of these athletic fields and related facilities. The Permittee is an active California non-profit corporation or association embracing within its purposes the provision of organized athletic programs open to the residents of the Park District. It is the intent of the parties in this Agreement to establish specific understandings for the use of certain Park District fields and facilities by the Permittee in its organized recreational and sports program in order to expand and enhance recreational opportunities for residents of the Park District.

2. **Permit to Use**: The Park District hereby grants to the Permittee a non-exclusive permit for use of four (4) baseball fields and an exclusive use of the restroom/concession building on that Park District facility known as Darrah Volunteer Park. Said property is hereinafter referred to as the "Premises". Use of the Premises by the Permittee shall be in strict accordance with the requirements and the other provisions set forth in this Agreement.

3. **Scheduling of Use**: Through this Agreement the Park District is granting the Permittee use of the Premises as defined herein. It is the intent of the Park District to give the Permittee priority use of the Premises. The Permittee recognizes, however, that it is the desire of the Park District to use the Premises for other activities in addition to those planned and scheduled by the Permittee. These may include, but not be limited to, the following: (a) Park District sponsored tournaments, camps, and programs when the Premises are not scheduled for use by the Permittee; (b) permits for large groups or businesses for parties, picnics, etc. when the Premises are not scheduled for use by the Permittee; and (c) permits for other club teams when the Premises are not scheduled for use by the Permittee.

In order to maximize such use, the Permittee and the Park District shall establish, by mutual agreement, specific schedules covering use of the Premises by the Permittee. At least thirty (30) days prior to commencement of the Permittee’s playing season(s), the
Permittee shall submit to the Park District a schedule specifying, in detail, the dates and times for which the use of the Premises is requested. The schedule shall then be reviewed and approved to the greatest extent consistent with the operation of the Permittee and the overall programs and activities of the Park District. Whenever the Premises, excluding the concession snack bar, are not specifically scheduled for use by the Permittee, the Park District may use same for its own programs and issue appropriate permits for use of the Premises by other individuals, groups, and organizations as described above. Should the Park District use or permit use of the Premises, the Park District shall be responsible for maintenance of the premises during such use.

It is further understood by both parties that when the Premises are not scheduled for use by the Permittee or other permitted uses as described above, the Premises (excepting the restroom/concession building) will be available for open play by the general public. At no time shall locks be installed on any of the ballfield gates which would restrict access to the Premises by the general public when the fields are not scheduled for use by the Permittee or other permitted uses, without prior approval of Park District. Tournament play shall be coordinated with the Administrator of Recreation and Leisure Services.

4. **Term of Agreement - Scheduling of Use:** This Agreement shall be for a term commencing January 1, 2015 and ending December 31, 2016 January 1, 2017 and ending December 31, 2018, during which time the Permittee shall be permitted to use on priority basis the Premises pursuant to the specific provisions contained herein.

5. **Use of Special Facilities, Equipment and Services:** In the event the Permittee desires use of facilities, equipment or services which will result in expense to the Park District beyond those expenses which would normally be incurred for routine maintenance and operation of the fields, facilities, and equipment covered by this agreement, the Permittee shall pay all such additional expenses. Payments for said expenses shall be made through the Park District or at the discretion of the Park District directly to the entity providing such facilities, equipment or services. Facilities, equipment and services for which the Permittee shall be financially responsible shall include, but not be limited to, the following: (A) Charges for law enforcement officers or private security officers. (B) Charges for providing appropriate trash receptacles and the removal of trash and debris resulting from use by Permittee. (C) Extra custodial and grounds maintenance costs. (D) Charges for phone lines and service. (E) Bases, home plate and pitching plate. (F) Charges for electricity and gas.
6. **Permit Fee:** The Permittee shall pay $1,050.00 $1,200 per field per calendar year ($4,800 total for 2017) for use of the Premises, payable by January 31 prior to the start of the calendar year the year’s use. Fee increases to $1,400 $1,300 per field per calendar year beginning 2016.

7. **Park District Regulations:** The Permittee shall use the Premises in compliance with all Park District ordinances, rules, regulations, and policies. Any question as to whether the Premises are being used in accordance with Park District ordinances, rules, regulations and policies shall be determined exclusively by the Park District.

8. **Development of Site:** During the term of this Agreement, the Premises may require modification or development to meet the needs of the Permittee. In such event, all costs incurred in such work shall be borne by the Permittee without contribution from the Park District, unless agreed upon by both parties that the Park District will share in the cost of the work.

Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the Park District for review prior to any work being performed. The Park District shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by the Permittee. If either the Permittee or the Park District so requests, a meeting shall be held between representatives of the Permittee and the Park District to resolve problems or clarify matters related to the plans and specifications. If the Park District finds the plans and specifications to be acceptable, it shall so advise the Permittee in writing, and the Permittee shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the Park District, the Permittee shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the Park District. All modifications, improvements, and additions performed by the Permittee shall be completed in strict accordance with the plans and specifications which have been approved by the Park District, using materials and construction techniques which are consistent with Park District standards. Construction by the Permittee shall be in strict accordance with all local building codes and requirements.

The Park District reserves for itself the right to inspect all such work. Accordingly, the Permittee shall plan and coordinate such work with the Park District to provide for such inspection. In the event Park District inspectors determine that work is not being performed in accordance with the plans and specifications, the Permittee shall immediately correct such deficiencies in the work and take corrective action to assure compliance with the plans and specifications. In the event of failure to comply with the plans and the specifications, the Park District may, at its option, require termination of work on such modification or development, or the Park District may correct such
deficiencies and all costs so incurred shall be paid by the Permittee within ten (10) days after submission of an itemized statement.

During any modification, improvements or new additions, the Permittee shall assign a person to coordinate work being performed with Park District personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with Park District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

9. **Maintenance of Fields, Facilities, and Equipment:** The Park District shall be responsible for and provide general maintenance for the upkeep of the fields covered by this Agreement. This general maintenance shall include the irrigation of planted portions of said fields and the mowing of the outfield grass planted thereon. The Park District shall also maintain permanent facilities and equipment provided by it under this Agreement. The Park District shall respond to safety and maintenance issues and concerns raised by the Permittee in a timely manner. The Permittee shall perform all special maintenance required for the use of the Premises. Special maintenance to be provided by the Permittee shall include, but not be limited to, the “lining” or marking of the fields and the “dragging” of all areas which are not planted. The Permittee shall also keep and maintain the Premises, including the restroom/concession building and areas nearby, in a clean, sanitary and orderly condition. After each use by the Permittee, all papers, waste materials, and other debris shall be picked up and collected by the Permittee for discard in such manner as the Park District shall designate. The Permittee shall be responsible for repair and replacement of its equipment, furniture and fixtures within the Premises, including repairs and maintenance needed as a result of normal wear and tear, and any graffiti or vandalism.

a. Additional responsibilities of the Permittee shall include brick dust, fertilization, mowing, watering, and sprinkler repair of the infields, and all outfield fence, dugout and shade structure repairs.

b. Additional responsibilities of the Park District shall include fence repair of backstops, foul-line fences, bleacher repair, fertilization, mowing, watering, leveling and sprinkler repair of all outfield grass, gopher/rodent abatement, weed abatement, repair of bathroom fixtures and plumbing (if not the result of misuse or lack of supervision during league use), sewer drains, water and electric supply and graffiti removal from Park District facilities and equipment.

10. **Damage and Repairs:** The Permittee shall not commit any waste upon the Premises of the Park District, or any nuisance or other act or thing which may disturb use of nearby Park District property or facilities or disturb nearby privately owned or publicly owned property. Further, during such times as the Premises are used under this Agreement, the Permittee and its officers,
representatives, and members shall endeavor to restrain persons not affiliated with the Permittee from committing any waste or damage upon the Premises utilized by the Permittee and on property which is adjacent to same. In the event Park District property or properties owned by others are damaged or destroyed as a result of use under this Agreement, the Permittee shall immediately reimburse the Park District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. The Park District may, at its sole option, upon application by the Permittee, permit the Permittee to repair such damage rather than reimburse the Park District for its costs in having said damage repaired.

11. **Supervision of Use:** Whenever the Permittee shall be using the Premises, the Permittee shall supervise such use through the services of responsible adults who shall be familiar with the program of the Permittee and the arrangements which have been made by the Permittee and the Park District for use of said Premises. It is specifically understood that it shall not be necessary for the Park District to provide personnel to supervise or assist in the operation of the Permittee's activities. The Park District may, however, monitor the use of the Premises under this Agreement to ensure that such use shall be consistent with this Agreement and the public interest. During all use under this Agreement, the Permittee and all individuals engaged in its program shall respect and comply with the reasonable directions and requests of Park District representatives relative to such use.

12. **Temporary Decorations and Displays:** The Permittee may, with Park District approval, place on the Premises covered by this Agreement reasonable decorations and displays appropriate to the Permittee's use of same. Prior to placing such decorations and displays, the Permittee shall submit to the Park District written descriptions and sketches of the decorations and displays desired. The Park District shall either approve, reject or suggest appropriate modifications of same within a reasonable period of time after submission. It is specifically understood that all such decorations and displays shall not be offensive to persons who may reasonably be expected to view them. Further, all such decorations and displays shall be placed in such a manner that their use shall not result in damage to or destruction of the Premises or other property of the Park District. Notwithstanding any prior approval given to an exhibition or display, the Park District reserves and retains the rights to add to and to eliminate from such exhibition or display any articles or displays without liability or responsibility to the Permittee or any other person or entity acting under this Agreement.

The Permittee shall also be permitted to place temporary advertising signs on the Premises provided that they have been approved by the Park District pursuant to the procedure set forth above for approval of temporary decorations and displays. Said advertising signs shall be restricted to outfield fences and shall not be offensive to persons who may reasonably be expected to view them. All proceeds realized by the the Permittee from the installation of advertising signs shall be used for authorized and recognized activities of the Permittee, and they shall not
be used for the personal gain of any individual or individuals. The Park District reserves the right to demand removal of the temporary advertising signs from the Premises for any reason.

13. **Use of Portable Equipment:** Portable equipment, such as storage bins, cargo containers, backstops, bleachers and batting cages shall be permitted under this Agreement. Prior to placing portable equipment on the Premises, which are in addition to the portable equipment in place at the time of execution of this Agreement, the Permittee shall submit to the Park District plans and specifications describing in detail the specific equipment to be used and the planned locations for said equipment. If the use of said equipment is approved by the Park District, with such permission being processed through the Park District, the Permittee may use such portable equipment on the Park District property designated. All such portable equipment shall meet the specifications of the Park District and shall be located in accordance with directions by the Park District. The Permittee shall maintain all such portable equipment in a state of good condition and repair at all times.

14. **Snack Bar:** The operation of the Concession Building portion of the Premises is being exclusively assigned to the Permittee through the term of this Agreement. The Permittee is permitted to maintain and operate a snack bar within the Premises for the service of food and beverages which are customarily sold at such activities except that seeds and nuts with shells shall not be sold without Park District consent and that no alcoholic beverages shall be sold. All proceeds realized by the Permittee from operation of the snack bar shall be used for authorized and recognized activities of the Permittee, and they shall not be used for the personal gain of any individual or individuals. The Permittee shall, at its sole expense, obtain and maintain all applicable licenses and County health permits associated with operation of the snack bar. The Permittee shall not block access to the electrical room/plumbing chase or store anything in the restrooms.

15. **Non-Liability for Loss - Insurance:** This Agreement is made upon the express condition that the Park District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use and maintenance of the Premises. The Permittee hereby assumes all risk of damage to persons and property in or upon the Premises, from any cause or source whatsoever, and the Permittee hereby waives any and all claims against the Park District for damage to persons or property in, on, or about said Premises. The Permittee shall hold the Park District harmless from, and indemnify the Park District against, any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to property, resulting from or associated with the use and maintenance of the Premises. The Permittee shall further save and hold harmless the Park District from, and indemnify the Park District against, any and all orders, judgments, and decrees
which may be entered in any such suits or actions. In order to protect the Park District from liability and loss in this regard, the Permittee shall secure, carry, and maintain at all times during the term of this Agreement, at its sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of the Park District and the Permittee. Said insurance shall not be less than the principal amount of One Million Dollars ($1,000,000.00) combined single limit for each occurrence with no aggregate limit for injury to person(s) and damage to property. Evidence of required liability insurance shall be provided on a Certificate of Insurance form with a policy endorsement form naming the Park District as additional insured, and it shall include water damage and fire liability where such hazards apply. All insurance of the Permittee carried pursuant to this Agreement shall be provided through insurance brokers and carriers acceptable to the Park District.

16. **Assignment:** The permission to use the fields and facilities contained in this Agreement has been granted by the Park District only after careful consideration of the reputation and responsibility of the Permittee and the nature of the uses to be made of same. Accordingly, this Agreement may not be transferred, assigned or sub-leased to any other individual or entity. Further, the Permittee shall not authorize or permit use of said Premises by other entities or individuals without the prior written approval of the Park District.

17. **Intoxicating Beverages and Drugs:** The Permittee shall not use, or permit to be used, in connection with its use of the Premises, smoking of cigarettes, any intoxicating beverages or drugs without the specific written approval of the Park District. Park District approval for the use of same shall be given only after a formal application has been made to the Park District, and that application has been thoroughly reviewed and evaluated. In the event Park District approval is given for the use of intoxicating beverages in connection with the use of the Premises, the Permittee shall pay such additional charges and costs as shall be associated with such use, and the Permittee shall comply with all additional rules and regulations of the Park District applicable to such use.

18. **Notices:** All notices to be given under this Agreement shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served 48 hours after deposit in the United States mail and issuance of a registered or certified mail receipt. Notice shall be given to the Park District at the following address:

Rancho Simi Recreation and Park District
1692 Sycamore Drive
Simi Valley, CA 93065
Attention: Recreation and Leisure Services Administrator
Notice shall be given to the Permittee at the following address:

Alan Holt Traci Ae, President
Simi Valley Baseball League
PO Box 754
Simi Valley, CA 93062

19. **Failure of Performance:** If the Permittee fails to comply with any of the terms, conditions, provisions, or requirements of this Agreement, the Park District shall give written notice to the Permittee of the violation of the terms and conditions of this Agreement. The Park District shall give the Permittee the opportunity to cure said defects. If the Permittee fails to cure such defects or fails to have in place a plan to cure such defects which is acceptable to the Park District within thirty (30) days following the giving of said notice by the Park District, the Park District may in its sole discretion temporarily terminate said use or permanently terminate this Agreement and all use of the Premises by the Permittee. If the Park District terminates this Agreement, pursuant to this paragraph, the Permittee and its invitees shall immediately cease use of the facility and they shall, within thirty (30) days following such termination, remove from the facility all equipment and other personal property belonging to the Permittee and invitees. In the event the Permittee does not remove said property within thirty (30) days following termination, said property shall be deemed abandoned and shall become the property of the Park District. In such event, the Park District may either use, sell or otherwise dispose of same at its sole discretion. If the Park District elects to dispose of said property, the Permittee shall reimburse the Park District for its costs of doing so within sixty (60) days of being billed for said costs by the Park District.

20. **Waiver:** The waiver by the Park District of any breach of any term, covenant, condition, provision, or requirement herein contained shall not be deemed to be a waiver of said term, covenant, condition, provision, or requirement or any subsequent breach of same or any other term, covenant, condition, provision, or requirement herein contained.

RANCHO SIMI RECREATION AND
PARK DISTRICT

PERMITTEE: SIMI VALLEY
BASEBALL LEAGUE

By ____________________________  By ____________________________
Larry Peterson, General Manager  Traci Ae, President
PERMIT AGREEMENT BETWEEN
RANCHO SIMI RECREATION AND PARK DISTRICT AND
SIMI VALLEY GIRLS SOFTBALL
FOR USE OF SIMI VALLEY UNIFIED SCHOOL DISTRICT
APOLLO HIGH SCHOOL SOFTBALL FIELDS

1) **Permit to Use:** Simi Valley Girls Softball ("Permittee") is hereby granted an exclusive Facility Use Permit (" Permit") for the use of the three softball fields ("Facility") located at the Simi Valley Unified School District ("School District") Apollo High School, 3150 School Street, Simi Valley, CA 93065, for girls' softball practices, league games, tournaments and competitions.

2) **Term of Permit:** This Permit shall be for a term commencing January 1, 2017 and ending December 31, 2018.

3) **Scheduling of Use:** Permittee shall have the right to the full and unrestricted use of the Facility, together with the Facility's related parking areas and the Monte Vista School portable classroom, boys' and girls' restrooms, on the days and times as specified below:
   A) Monday through Friday, 4:00 p.m. to 7:30 p.m. or dusk.
   B) Saturdays/Sundays: 7:00 a.m. to 7:30 p.m. or dusk.
   C) The District reserves the right to schedule additional use of the Facility when the Facility is not being used by the Permittee.

4) **Sublease of Facility:** Permittee is not permitted to sublease or utilize Facility for any use other than the uses specified in this Permit without prior written permission from the Park District.

Permittee shall not use the Facility for special events (for example, fundraisers, tournaments, walk-a-thons, carnivals, and rallies) or any other purpose beyond the purposes defined in Paragraph 1, "Permit to Use," without written permission.
from the Park District. Permittee shall submit a written request to Park District for permission to hold a special event (a) prior to issuing any publicity regarding the event, and (b) a minimum of forty-five (45) days prior to the event. Park District shall respond to Permittee's request in writing within fourteen (14) days of receipt of written request.

5) **Facility Use Fee:** The Permittee shall pay $1,050 **$1,200** per field per calendar year x 3 fields ($3,150 total for 2015 **$3,600 total for 2017**) for use of the premises, payable by January 31 prior to the year's use. Fee increases to $1,100 in 2016 **$1,300.00 per field in 2018.**

6) **Exclusive Use by Permittee:** During the term of this Permit, use of the Facility shall be limited to the Permittee and its invitees. Permittee may enforce this policy as necessary. To assist with enforcement of this policy, signs shall be posted stating:

   "You must be either a permit holder or the invitee of a permit holder in order to enter this facility. Please call (805) 584-4400 for further information. Thank you for your cooperation. Rancho Simi Recreation and Park District."

7) **Maintenance of Fields, Facilities and Equipment:** The Park District shall be responsible for and provide general maintenance for the upkeep of the Facility covered by this Permit, including mowing and irrigation of turf, maintenance of the Facility's irrigation system, and rodent control.

8) **Annual Closure for Turf Renovations:** The Park District does not anticipate needing to close the Facility for an extended period of time for turf renovations and repairs during this Permit term. If turf repairs or other major renovation projects are required, Park District will work together with Permittee to schedule an appropriate time for the field closures.
9) **Trash Receptacle / Trash Removal:** During the entire term of this Permit, Permittee shall be financially responsible to furnish a dumpster and provide for the removal of trash and debris resulting from use by Permittee. After each use by the Permittee, all papers, waste materials, and other debris shall be picked up and collected by Permittee and discarded in trash receptacles provided by the Park District or in the dumpster provided by the Permittee. The dumpster shall be emptied on a regular basis.

10) **Use of Portable Restrooms Challenger Restrooms:** If Permittee desires a portable toilet on site, it is permitted but Permittee shall be financially responsible to furnish portable toilets sufficient to service the needs of Permittee and its invitees during all practices, games, tournaments and competitions. The portable toilets shall be serviced on a regular basis, and shall be maintained in a clean, tidy and wholesome condition at all times. **The use of the two restrooms at the Challenger Field is granted to Simi Valley Girls Softball in lieu of using the Apollo SE Restroom Facility.**

11) **Monte Vista Apollo High School Portable Classroom Restrooms:** The Monte Vista School-Apollo High School SE portable classroom building is located on the northeast corner of the Apollo High School Fields. During the term of this Permit, Permittee is permitted to utilize the Monte Vista Apollo High School portable classroom building boys’ and girls’ restrooms only during practices, games, tournaments, and other events **as requested by Permittee when approved and scheduled by Park District.** When approved, Park District shall provide daily cleanup of the boys’ and girls’ restrooms to assure that the restrooms are maintained in a clean, tidy and wholesome condition at all times. However, **when Permittee has been given permission to use these restrooms,** Permittee is required to monitor the use of the restrooms to assure use is limited to Permittee and its invitees, and to assure that no loitering, horseplay, smoking, drug or alcohol use, vandalism or other abuse of the
restrooms occur. Permittee shall pick up all trash and debris in the restrooms at the conclusion of each use and discard same in the trash receptacles provided.

Permittee acknowledges that permission and terms for use of the Monte Vista School Apollo SE portable classroom restrooms may be subject to change based on issues that may arise during the term of the Permit.

12) **Storage Units:** During the term of this Permit, Permittee is permitted to provide, at its sole cost and expense, three storage units to be located within the Facility for storage of softball equipment and supplies. Permittee shall coordinate with Park District and receive prior approval from Park District regarding placement of the storage unit within the confines of the Facility.

13) **Compliance with Rules and Regulations:** Permittee shall use the Facility in compliance with all School District and Park District ordinances, rules, regulations and policies, including complying with signs posted at the Facility. Any question as to whether the Facility is being used in accordance with Park District or School District ordinances, rules, regulations and policies shall be determined by the relevant entity, either the Park District or School District.

Permittee shall not use, or permit to be used, in connection with its use of the Facility, smoking of cigarettes, any intoxicating beverages, or drugs.

14) **Pets:** Pets of any kind are not allowed in the Facility at any time. The only animals allowed in the Facility are guide dogs or disability assistance dogs accompanied by their trainer or disabled owner. Permittee may enforce this policy as necessary.

15) **Damage and Repairs:** Permittee shall not commit any waste upon the Facility, or any nuisance or other act or thing which may disturb use of nearby privately owned or publicly owned property. Further, during such times as the Facility is
used under this Permit, the Permittee and its officers, representatives and members shall endeavor to restrain persons not affiliated with the Permittee from committing any waste or damage upon the Facility utilized by the Permittee and on property which is adjacent to same. In the event the Facility, Park District properties or properties owned by others are damaged or destroyed as a result of use under this Permit, the Permittee shall immediately reimburse Park District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. Park District may, at its sole option, upon application by Permittee, permit Permittee to repair such damage rather than reimburse Park District for its costs in having said damage repaired.

Permittee shall be responsible for repair and replacement of Permittee's equipment, furniture and fixtures within the Facility, including repairs and maintenance needed as a result of normal wear and tear, and any graffiti or vandalism.

16) **Supervision of Use:** Whenever Permittee shall be using the Facility, Permittee shall supervise such use through the services of responsible adults who shall be familiar with the program of the Permittee and the arrangement which have been made by Permittee and Park District for use of said Facility. It is specifically understood that it shall not be necessary for Park District to provide personnel to supervise or assist in the operation of Permittee's activities. Park District may, however, monitor the use of the Facility under this Permit to ensure that such use shall be consistent with this Permit and the public interest. During all use under this Permit, Permittee and all individuals engaged in its program shall respect and comply with the reasonable directions and requests of Park District representatives relative to such use.
17) **Temporary Decorations, Displays and Advertising Prohibited:** Permittee is prohibited from posting temporary decorations, displays and advertising on and around the Facility.

18) **Development of Site:** During the term of this Permit, Permittee may desire to modify or develop Facility to meet the needs of Permittee. In such event, all costs incurred in such work shall be borne by Permittee without contribution from Park District, unless agreed upon in writing by both parties that Park District shall share in the cost of the work.

Plans and specifications for all proposed modifications, improvements and additions shall be submitted to Park District for written approval prior to any work being performed. All modifications, improvements and additions performed by Permittee shall be completed in strict accordance with the plans and specifications which have been approved by Park District, using materials and construction techniques which are consistent with Park District standards. Construction by Permittee shall be in strict accordance with all local building codes and requirements.

19) **Non-Liability for Loss / Insurance:** This Permit is made upon the express condition that the School District and Park District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use and maintenance of Facility. Permittee hereby assumes all risk of damage to persons and property in or upon the Facility, from any cause or source whatsoever, and Permittee hereby waives any and all claims against the School District and Park District for damage to persons or property in, on, or about said Facility. Permittee shall hold the School District and Park District harmless from, and indemnify the School District and Park District against, any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding or action brought for injury to persons or damage to property, resulting from or
associated with the use and maintenance of the Facility. Permittee shall further save and hold harmless the School District and Park District from, and indemnify the School District and Park District against, any and all orders, judgments, and decrees which may be entered in any such suits or actions. In order to protect the School District and Park District from liability and loss in this regard, Permittee shall secure, carry and maintain at all times during the term of this Permit, at is sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of the School District and Park District and the Permittee. Said insurance shall not be less than the principal amount of **One Million Dollars (1,000,000.00)** combined single limit for each occurrence with no aggregate limit for injury to person(s) and damage to property. Evidence of required liability insurance shall be provided on an acceptable Certificate of Insurance form with a policy endorsement form naming the **Simi Valley Unified School District** and **Rancho Simi Recreation and Park District** as additional insured, and it shall include water damage and fire liability where such hazards apply. All insurance of the Permittee carried pursuant to this Permit shall be provided through insurance brokers and carriers acceptable to the School District and Park District.

20) **Notices:** All notices to be given under this Permit shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served 48 hours after deposit in the United States mail and issuance of a registered or certified mail receipt. Notice shall be given to the Park District at the following address:

Rancho Simi Recreation and Park District  
1692 Sycamore Drive  
Simi Valley, CA 93065  
Attention: Doug Gale, Recreation and Leisure Services Administrator  
Notice shall be given to the Permittee at the following address:
Simi Valley Girls Softball
Post Office Box 1111
Simi Valley, CA 93062
Attention: Mike Crowder, President

21) **Failure of Performance:** If Permittee fails to comply with any of the terms, conditions, provisions or requirements of this Permit, Park District shall give written notice to Permittee of the violation of the terms and conditions of this Permit. The Park District shall give Permittee the opportunity to cure said defects. If Permittee fails to cure such defects or fails to have in place a plan to cure such defects which is acceptable to Park District within thirty (30) days following the giving of said notice by Park District, Park District may, in its sole discretion, temporarily terminate said use or permanently terminate this Permit and all use of the Facility by Permittee. If Park District terminates this Permit, pursuant to this paragraph, Permittee and its invitees shall immediately cease use of the Facility and they shall, within thirty (30) days following such termination, remove from Facility all equipment and other personal property belonging to the Permittee and invitees. In the event Permittee does not remove said property within thirty (30) days following termination, said property shall be deemed abandoned and shall become the property of the Park District. In such event, Park District may either use, sell or otherwise dispose of same at its sole discretion. If Park District elects to dispose of said property, Permittee shall reimburse Park District for its costs of doing so within sixty (60) days of being billed for said costs by Park District.

22) **Waiver:** The waiver by Park District of any breach of any term, covenant, condition, provision, or requirement herein contained shall not be deemed to be a waiver of said term, covenant, condition, provision or requirement of any subsequent breach of same or any other term, covenant, condition, provision, or requirement herein contained.
Simi Valley Girls Softball

Mike Crowder, President

Date:____________________

Rancho Simi Recreation and Park District

Larry Peterson, District Manager

Date:____________________
DATE: December 15, 2016

TO: District Manager

FROM: Golf Course Manager

SUBJECT: Authorization to Solicit Bids for a Driving Range Shade Structure for Simi Hills Golf Course

BACKGROUND

At their August 19th, 2016 meeting, the Golf Committee reviewed a staff proposal to install a shade structure over the driving range tee line at Simi Hills Golf Course. Staff presented two different options, one being a movable, steel-framed structure on wheels and the other being a permanent, built-in structure.

The movable structure allows staff to provide shade over the driving range mats, as well as over the grass tee line which is currently used two days per week. It would feature a sunbrella fabric shade which provides both sun and rain protection, and would be retractable to extend its service life and also to eliminate wind damage.

The permanent structure would also provide sun and rain protection, and could be built strong enough to support the installation of solar panels on top. The power generated by those solar panels could supply the range lights, and offset the electric usage on that meter by about 40-50% (approximately $6,000-$8,000 per year).

The Committee considered both options and analyzed the pros and cons of both proposals. The Committee members directed staff to conduct further research and develop cost estimates for both options for consideration at a future meeting.

CURRENT FINDINGS

At their November 21st meeting, staff presented a summary of estimated costs and an analysis of the potential benefits of installing solar panels on top of a fixed structure as opposed to a movable shade structure.

The movable structure would cost approximately $150,000 and would have an ongoing maintenance cost of $5,500 every 5-7 years for replacement of the sunbrella fabric. It would have an electric motor to move it back and forth and to retract the shades each night.

A fixed structure is estimated to cost $220,000, with an additional $130,000 for solar panels for a total cost of $350,000. It would likely also have an ongoing maintenance cost as well, but no specifics are available at this time. The solar panels would produce power during the day, but our usage on that meter is primarily at night so the offset is minimal. We currently use about $24,000 per year on that meter, and the solar panels are estimated to offset approximately $6,000 - $8,000 of that usage.
The Committee felt the lower cost and the benefits of the movable structure being able to shade both the range mats and the grass tee area outweighed the benefits of a fixed structure and the energy savings from solar. They directed staff to proceed in the direction of a movable structure and request authorization from the Board to solicit bids.

FISCAL IMPACT:

This movable driving range shade structure will provide shelter from both sun and rain, and so it will enable patrons to practice during inclement weather in both summer and winter. Based on historical revenue analysis, staff believes this shelter will mitigate revenue drops during the hottest months in the summer and potentially result in $15,000 - $20,000 additional driving range revenue each year.

This movable shade structure is estimated to cost approximately $150,000 delivered so it could pay for itself in approximately 8 – 10 years. Adequate funds are budgeted for course improvements in the District’s adopted Annual Budget for FY 2016 – 17.

RECOMMENDATION:

Staff recommends the Board authorize the solicitation of bids for a Movable Driving Range Shade Structure for Simi Hills Golf Course.

Brian Reed, Golf Course Manager