Rancho Simi Recreation and Park District
Board of Directors Meeting

A G E N D A

Wednesday, February 2, 2022, at 6:30 p.m.

Rancho Simi Recreation and Park District
4201 Guardian Street, Simi Valley, CA 93063
(805) 584-4400 • www.rsrpd.org

Meeting To Be Held Via Zoom Only

Welcome to a meeting of the Board of Directors of the Rancho Simi Recreation and Park District. The Park District welcomes citizen participation.

In an effort to restrict social gathering to slow the spread of the novel Coronavirus COVID-19 pandemic, this meeting will be held via Zoom only by Board Members, District Staff, and the Public. There will be no in-person attendance at the meeting. Members of the public who wish to listen, speak or provide comments are encouraged to do so using one of the following methods:

Via Zoom: https://us02web.zoom.us/j/83272094988?pwd=R2NNeW13TmIzQzhSNS9TZ2NPeUgyQT09

Via Phone: Please call 1-669-900-6833 and enter Meeting ID: 832 7209 4988. Passcode: 310206.

View Only Via YouTube: Click www.rsrpd.org then "Board Meeting Videos" from the homepage.

At the appropriate time in accordance with the agenda, the Chair of the Board will request that individuals who wish to speak identify themselves and make their comments. When recognized, please be professional. Speakers are allowed a maximum of three (3) 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.

Members of the public may also participate by providing written comments to the Board by sending an email to sandeec@rsrpd.us by Wednesday, February 2, 2022 at 5:00pm. The Chair will read comments during the meeting at the appropriate time for up to three minutes for each comment. Please call Sandee Covone at 805-823-0971 if you have any questions. We appreciate your participation.

BOARD OF DIRECTORS

Chair	Vice Chair	Director	Director	Director
Kate O'Brien	Josh Gray	Ed Abele	Brian Dennert	Elaine Freeman

STAFF
District Manager
Dan Paranick

To view video of this meeting, please visit youtube.com/rsrpd or click this link.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE **00:00:06**

2. ROLLCALL **00:00:52**

3. AGENDA REVIEW **00:01:11**

4. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA) **00:03:28**

5. APPROVAL OF MINUTES **00:11:27**

    a. Rancho Simi Recreation and Park District Board of Directors Meeting – January 19, 2022

6. CONSENT AGENDA (Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion approving the Consent Agenda. If discussion is desired the item may be removed from the Consent Agenda upon a Director's request.) **00:12:03**

    a. Approval of 1/15/22 Accounts Payable Check Register and 1/14/22 Payroll Check Register

    b. Approval of Notice of Completion and Final Acceptance for the Simi Hills Golf Course J's Club Shack and Storage Building Project

    c. Adoption of Resolution No. 2025 Regarding Holding Public Meetings During the Continued COVID-19 Pandemic State of Emergency Pursuant to Assembly Bill 361

7. PRESENTATIONS, SCHEDULED ITEMS AND PUBLIC HEARINGS

    a. Presentation of the Full-Time Employee of the Month for January 2022 to Paul Friedeborn, Senior Park Maintenance Supervisor, Grounds **00:12:43**

    b. Status of the Districts Response to the COVID-19 Coronavirus Pandemic – Verbal Report **- 00:17:39**

8. CONTINUED BUSINESS - NONE **00:20:29**

9. NEW BUSINESS

    a. Report on the 1/13/2022 Oak Park Planning Committee Meeting – Verbal Report **00:20:33**

    b. Ratification of Appointment of Members to the Oak Park – Park and Recreation Planning Committee **00:24:01**

    c. Authorization to Solicit Bids for the Oak Canyon Community Park Lagoon Renovation Project **00:26:43**

    d. Approval of Award of Contract for the Medea Creek Wildfire Resiliency – Palm Tree Removal Project **00:29:17**

    e. Authorization to Solicit Bids for Tree Trimming and Pruning Services at Various District Parks in Oak Park **00:35:19**

f. Adoption of Resolution No. 2026 Directing Preparation of the Engineer's Report for the Continuation of the Parks, Recreation and Open Space Maintenance and Improvement District of the Rancho Simi Recreation and Park District **00:38:56**

g. Review and Provide Direction Regarding Before and After School Club and Teen Club Proposed Fee Increases for School Year 2022-2023 **01:05:13**

10. WRITTEN COMMUNICATIONS OF NOTE **03:03:00**

11. REPORTS BY BOARD MEMBERS **03:04:10**

12. REPORT BY DISTRICT MANAGER **03:19:05**

13. CLOSED SESSION **03:25:01**

    a. Closed Session Pursuant to Government Code Section 54956.95
    Claimant: Cory Stone
    Agency Claimed Against: Rancho Simi Recreation and Park District

14. ADJOURNMENT **03:26:45**

Dan Paranick

Dan Paranick, District Manager / District Clerk

If any individual has a disability that may require an accommodation to participate in the 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.

Rancho Simi Recreation and Park District
Board of Directors Meeting

M I N U T E S

Wednesday, January 19, 2022, at 6:30pm

Rancho Simi Recreation and Park District • Activity Room 3
4201 Guardian Street, Simi Valley, CA 93063 • (805) 584-4400

A video recording of tonight's meeting is available on
the District Website at www.rsrpd.org

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE – Chair O'Brien called the Meeting to Order at 6:30pm. The Pledge of Allegiance was led by Jeannie Liss.

2. ROLLCALL- Directors Abele, Dennert, Freeman, Vice Chair Gray, and Chair O'Brien were in attendance. Staff in attendance included: Laura Ballantoni, Nikki Collier, Danielle June, Zach Miller, Wayne Nakaoka, Dan Paranick, Theresa Pennington, Brian Reed, Alex Stumfall, and Gina Viecco.

   Guests attended tonight's meeting in-person and via Zoom. Those who made public comments are listed under the appropriate Item below.

3. AGENDA REVIEW – There were no requested changes to tonight's Agenda.

4. PUBLIC STATEMENTS (ITEMS NOT ON THE AGENDA) – NONE

5. APPROVAL OF MINUTES

   a. Rancho Simi Recreation and Park District Board of Directors Meeting – January 5, 2022 – Motion: Director Freeman moved to approve the Minutes as written. Vice Chair Gray seconded the motion. The motion carried with a unanimous vote.

6. CONSENT AGENDA (Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion by one motion approving the Consent Agenda. If discussion is desired the item may be removed from the Consent Agenda upon a Director's request.)

   a. Approval of 12/31/21 Accounts Payable Check Register & 12/30/21 Payroll Check Register – Staff responded to questions from the Board. Motion: Director Freeman moved to approve the Consent Agenda. Chair O'Brien seconded the motion. The motion carried with a unanimous vote.

7. PRESENTATIONS, SCHEDULED ITEMS AND PUBLIC HEARINGS

   a. Presentation of the Part-Time Employee of the Month for December 2021 to Matthew Pitts, Recreation Specialist – Director of Administration Theresa Pennington presented Matthew with his plaque and check. Matthew is a Recreation Specialist I with the Recreation Department. He has been with the District for 6 years; this is his 2nd award. Director Miller thanked Matt for his outstanding effort and contribution to the Recreation Department.

b. Status of the Districts Response to the COVID-19 Coronavirus Pandemic – The Verbal Report was provided by Dan Paranick, District Manager. This week there was a complaint regarding not wanting to wear a mask. Positive cases amongst the Staff are down this week. The federal vaccine mandate for businesses has been suspended again. There has been a lot of activity with recreation contracts and program registrations. Due to the next Board meeting being held in Oak Park where there are issues with audio, Paranick suggested the meeting be held via Zoom.

8. CONTINUED BUSINESS – NONE

9. NEW BUSINESS

a. Adoption of Resolution No. 2023 Modifying District Policy Manual Chapter 12, Facility Use, Fees and Conditions Regarding Proposed Fee Adjustments For Facility Rentals at Strathearn Historical Park and Museum – The Staff Report was provided by Jeannie Liss, Historical Park Recreation Coordinator. After a review of other local venues, it was determined the rate schedule for Strathearn was well below market pricing. Staff believes there is an opportunity to optimize revenue by increasing fees.

Abele requested an explanation of the chart attached and commended Liss on the great work.

Dennert questioned the resident and non-resident fees. Liss responded the renter does need an actual address in Simi Valley or Oak Park. The residents like the idea of a resident rate which accounts for approximately 60% of the rentals.

Motion: Director Abele moved to approve Resolution No. 2023. Director Dennert seconded the motion. The motion carried with the following Roll Call Vote:

Ayes: Abele, Dennert, Freeman, O'Brien
Noes:
Absent:
Abstain: Gray

Vice Chair Gray recused himself from this topic due to a potential conflict of interest.

b. Discussion and Direction Regarding Youth Liaison Involvement in Board and District Activities – The Staff Report was provided by Zach Miller, Director of Recreation. At the request of Director Dennert staff has provided several options for the inclusion of youth members working with the Board.

Dennert does not want to create too much additional work but feels the youth input would be helpful. Some of the best times in meetings is when a local youth participates. It is a great place for them to learn about Democracy and be able to participate. He has spoken with a school liaison who is willing to help.

Both Freeman and O'Brien prefer working with the City of Simi Valley's Youth Council.

Motion: Director Dennert moved to approve Option 1 allowing Staff to work out the details with the Youth Council and implement the program. Vice Chair Gray seconded the motion. The motion carried with a unanimous vote.

c. Approval of Second Amendment to the Concession Agreement between Rancho Simi Recreation and Park District and Mental Equivalent for the Operation of the Food and Beverage Concession at Simi Hills Golf Course – The Staff Report was provided by Brian Reed, Golf Course Manager. Due to COVID closures and reduced operations afterward the minimum rent was waived, the concessionaire was charged a percentage of any revenue they brought in. Due to an oversite when staff reimplemented the minimum and maximum rents in June 2021 resulting from COVID the previously implemented increases were not included. This amendment now modifies the agreement to adjust for the situation.

   Motion: Director Dennert moved to approve the Second Amendment to the Agreement between Rancho Simi Recreation and Park District and Mental Equivalent. Director Freeman seconded the motion, The motion carried with a unanimous vote.

d. Adoption of Resolution No. 2024 Modifying District Policy Manual Chapter 12, Facility Use Fees, Conditions Regarding the Districts Refund Policy – The Staff Report was presented by Zach Miller, Director of Recreation. Staff is recommending this change to have consistency in the refund policy across the District.

   Gray asked if this change was inspired by any incidents or just due to a review in policy. Miller responded there was an instance that triggered the research.

   Dennert was concerned about the wording on the 3rd page regarding offensive activities that can be prohibited or canceled by staff. Paranick responded the Department heads would make any decisions of that nature.

   Freeman asked if the refund information is provided to them up front. Miller confirmed the information is provided up front.

   Director Freeman moved to adopt Resolution No. 2024. Chair O'Brien seconded the motion. The motion carried with the following roll call vote:

   Ayes: Abele, Dennert, Freeman, Gray, O'Brien
   Noes:
   Absent:
   Abstain:

10. WRITTEN COMMUNICATIONS OF NOTE – NONE

11. REPORTS BY BOARD MEMBERS

Director Abele attended the meeting with Paranick and Simi Valley Youth Baseball, both were great at exchanging information and the meeting went well. He attended the Police Chief's luncheon. The MLK day of service was a great idea by Dennert, he feels this will continue to get better every year. It was a great turnout even with the rain, everyone should be proud.

Director Dennert announced the School District has a new Superintendent, the current assistant is moving up. He requested Staff send a congratulatory card. The Kids Swap and Sell will be held this Saturday morning. He first attended this event in Conejo and wanted to have the same event here in Simi Valley. He hiked with Jacqui Irwin at Corriganville. He attended his first Oak Park Committee meeting; a youth group presented an interesting presentation on crayfish. He has a contact who can assist with translating the Trail Guide into Spanish. He thanked Staff for a 2nd year of a great MLK day of service event. He appreciates the work done together; we build a community by shared tasks.

Director Freeman attended the Oak Park Committee meeting, she feels it is a lot more positive, and the Committee is working well together. She had Legislative meetings for CARPD and CSDA and attended the Police Chief's luncheon.

Chair Gray headed towards Strathearn to paint for MLK day of service. Due to rain, they were not able to paint but thanks to Staff the plan was adjusted, and they were able to get a lot done. He hiked Mt. McCoy and posted about it to encourage hiking.

Chair O'Brien also attended MLK day of service at Strathearn. They could not paint but pitched in to cleanup around the park. She thanked Dennert and Staff for suggesting and implementing a great idea.

12. REPORT BY DISTRICT MANAGER – Comments were provided by Dan Paranick. Activity at the Skate Plaza has been good. Simi Youth Baseball League has funds to invest for improvements at the fields. The District has received the culling permit for the Geese at Rancho Tapo Park. Thanks to volunteer coordinator Nikki Collier and Staff for all the work on the MLK Day of service. There is an erosion issue in Simi Valley and Oak Park that will need to be addressed. The 2022 budget process will be getting underway with a staff focus on Golf Course improvements this year. The plans for the Activity Center have been submitted to the City of Simi Valley for permitting. Staff will be wrapping up the recruitment for the Oak Park Recreation Coordinator position. Staff is currently holding interviews for a 2nd Full Time Ranger position. An invitation to the annual CSDA dinner event was emailed to all Board members. City Council has requested an update on the Arroyo Greenway at their meeting on February 28th. He and Nakaoka will provide the presentation, but he feels it would be valuable to have some Board members in attendance. Paranick asked if the Board wanted to continue with the guest spots on the Ranch Radio. Directors expressed interest in continuing the radio spots.

    Upcoming events: Kids Swap and Sell this Saturday morning at the Activity Center, and Fairy Tale Family Formal in the evening.

    Future Agenda Items: first step in the assessment process, follow up information from the Oak Park Committee Meeting, After School Club Fees, Bids for the Oak Park Lagoon project, update on the BMX track.

    Committee Activity: The Historical Society Committee will meet the first Monday in February.

13. CLOSED SESSION – NONE

14. ADJOURNMENT – Chair O'Brien adjourned the Meeting at 7:36pm.

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Dan Paranick, District Manager / Clerk

Rancho Simi

ACCOUNTS PAYABLE CHECK REGISTER

January 15, 2022

Prepared by:
Teresa Moore

Rancho Simi Recreation and Park District
Accounts Payable Check Register

Check Number	Check Date	Vendor Number & Name	Invoice Number	Bill Description	Account Description	Check Amount
1-214B	1/3/2022	SHELL PAYMENT CENTER - Gas Card online payment			Supplies - Gasoline, Oil Fleet District	14,826.58
99229	1/4/2022	AT & T - copper line at guardian		copper line at guardian	Utilities Phone/Internet	50.93
99230	1/4/2022	AT & T - U VERSE - RTCP Maint bldg internet service		RTCP Maint bldg internet servi	Utilities Phone/Internet	90.95
99231	1/4/2022	AT & T - U VERSE - Woodranch ASC internet		Woodranch ASC internet service	Utilities Phone/Internet	68.84
99232	1/4/2022	AT & T - U VERSE - Mountain View ASC		Mountain View ASC internet ser	Utilities Phone/Internet	165.85
99233	1/4/2022	AT & T - U VERSE - Knolls Fire station internet service		Knolls Fire station internet s	Utilities Phone/Internet	80.25
99234	1/4/2022	AT & T- INTERNET - Vista ASC internet service		Vista ASC internet service	Utilities Phone/Internet	208.65
99235	1/4/2022	AT & T- INTERNET - Knolls ASC internet service		Knolls ASC internet service	Utilities Phone/Internet	210.28
99236	1/4/2022	REFUND CUSTOMER - Fernando Carranza rental refund	54777593	Fernando Carranza rental refun	Refunds Payable	161.00
99237	1/4/2022	REFUND CUSTOMER - Joan Kim rental refund	54793817	Joan Kim rental refund	Refunds Payable	286.00
99238	1/4/2022	TRACY HEMINUK - Holiday party supplies	15225	Holiday party supplies	Special Department Expense	188.07
99239	1/4/2022	VERIZON WIRELESS - CELL PHONES AND RADIOS	9894197550	CELL PHONES AND RADIOS	Utilities Phone/Internet	1,728.64
99240	1/4/2022	JENNY ZIMMER - PRESCHOOL SUPPLIES		PRESCHOOL SUPPLIES	Supplies Preschool District	75.45
1-211	1/5/2022	DELUXE - Blank checks-order# 479691776			Supplies - Office	1,302.15

99241	1/7/2022	777 CLEANERS & LAUNDRY - Ranger Uniform Cleaning Service		Ranger Uniform Cleaning Servic	Supplies - Uniform Allowance	51.25
99242	1/7/2022	AUTHORITY IT LLC -	5210	Computer Network Repair	Contract Services	270.00
99243	1/7/2022	BAY ALARM - Golf_Burglar_Alarm	19233399	Golf_Burglar_Alarm	Professional & Special Services	234.18
99244	1/7/2022	BRIDGESTONE GOLF - Invoices 1003040535,	1003040535 1003040536	SGC Golf Merchandise SGC Golf Merchandise	Inventory Shipping/Freight	717.49
99245	1/7/2022	SUZANNE BROCKHAUS - exercise instructor	122021	exercise instructor	Instructor Fees	189.00
99246	1/7/2022	BURKE WILLIAMS & SORENSON - Invoices	278333 278334	Legal Services Legal Services	Professional & Special Services	4,532.50
99247	1/7/2022	CALIFORNIA DO IT CENTER - SV/OP - Supplies	3017	SV/OP - Supplies	Maintenance - Other Grounds District	102.80
99248	1/7/2022	JAMIE CLUGSTON - Invoices 122021, 123021	122021 123021	dance instructor exercise instructor	Instructor Fees Instructor Fees	214.20
99249	1/7/2022	DIRECT TV - SHGC_Clubhouse_TV	035496696x211210	SHGC_Clubhouse_TV	Utilities Phone/Internet	182.03
99250	1/7/2022	ePACT NETWORK LTD - Annual Renewal - ASC	2166	Annual Renewal - ASC	Office Equipment/Maintenance	3,850.00
99251	1/7/2022	FRED BAUERMEISTER PHOTOGRAPHY - 2021	122721	2021 Employee of the Year Phot	Professional & Special Services	177.27
99252	1/7/2022	FULLER ENGINEERING INC - SV/OP-Pool/Water	145483	SV/OP-Pool/Water	Pool Equipment/Maint	759.33
99253	1/7/2022	GLOBAL TOUR GOLF - Golf Merchandise and Supplies	250711	Golf Merchandise and Supplies	Inventory Shipping/Frieght	703.55
99254	1/7/2022	H & H AUTO PARTS WHOLESALE - Auto Parts	1in0469288	Auto Parts	Automotive Equipment/Maintenance	523.13
99255	1/7/2022	KATHRYN HAVEN - exercise instructor	octnov2021	exercise instructor	Instructor Fees	378.00
99256	1/7/2022	HOME DEPOT CREDIT SERVICES - SV Hardware/Supplies		SV Hardware/Supplies	Maintenance - Other Buildings District	958.54
99257	1/7/2022	ITS- INTEGRATED TELEMANAGEMENT SERVICES - Phone service for the Activity Center	341019	Phone service for the Activity	Utilities Phone/Internet	1,499.89

99258	1/7/2022	JIM'S TIRE CENTER - Invoices 20003576, 20003890, 20003910	20003576 20003890 20003910	Auto Supplies-SV Auto Supplies-SV Auto Supplies-SV	Automotive Equipment/Maintenance	1,772.95
99259	1/7/2022	MIZUNO USA INC - Invoices 7301433, 731432	7301433 731432	SHGC Golf Clubs SHGC Golf Clubs	Inventory Shipping/Frieght	617.13
99260	1/7/2022	MOBILE MINI - SHGC_Storage_Unit	9012472944	SHGC_Storage_Unit	Contract Services Grounds	150.78
99261	1/7/2022	O'REILLY AUTO PARTS - Invoices 3054276884, 3054276973, 3054276997, 3054277015	3054276884 3054276973 3054276997 3054277015	SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint SV/OP Auto Maint	Automotive Equipment/Maintenance	502.60
99262	1/7/2022	PARKER-ANDERSON LEARNING CTR - enrichment instructor	2037	enrichment instructor	Instructor Fees	3,047.63
99263	1/7/2022	PRUDENTIAL OVERALL SUPPLY - Invoices 172107895, 172108002, 172108004, 172108277, 172108278, 172108279, 172108296, 172108875, 172108882, 172109310, 172109311, 172109422, 172109424, 172109700, 172109701, 172109702, 172109720, 172110291, 172110300, 172110748, 172110749, 172110859,	172107895 172108002 172108004 172108277 172108278 172108279 172108296 172108875 172108882 172109310 172109311 172109422 172109424	SV/OP/SHGC/Sinaloa Uniforms SV/OP/SHGC/Sinaloa Uniforms SV/OP/SHGC/Sinaloa Uniforms RSSCC Uniform Service SV/OP/SHGC/Sinaloa Uniforms SV/OP/SHGC/Sinaloa Uniforms SV/OP/SHGC/Sinaloa Uniforms	Supplies - Uniform Allowance District Supplies - Uniform Allowance District Supplies - Custodial OPCC Supplies - Uniform Allowance RSSCC Supplies - Uniform Allowance Supplies - Uniform Allowance	1,239.75
99264	1/7/2022	SHERWIN-WILLIAMS - SV/OP - Paint Supplies	44542	SV/OP - Paint Supplies	Maintenance - Other Buildings District	11.74
99265	1/7/2022	SIMI PACIFIC BUILDING MATERIAL - Hardware/Supplies	91102	Hardware/Supplies	Maintenance - Other Buildings District	229.78
99266	1/7/2022	SIMI VALLEY UNIFIED SCHOOL DST - Apollo/Viking	ar2200379	Apollo/Viking Field-Water	Utilities Water District	5,755.50
99267	1/7/2022	SMITH PIPE & SUPPLY INC - OP Irrigation Supplies	3837581	OP Irrigation Supplies	Maintenance - Other Grounds District	617.42

99268	1/7/2022	SOUTHERN CALIFORNIA EDISON - SCE		SCE	Utilities Electric	470.94
99269	1/7/2022	SPECTRUM BUSINESS - Fiber Internet SHGC	1.40E+12	Fiber Internet SHGC	Utilities Phone/Internet	1,158.04
99270	1/7/2022	SPECTRUM BUSINESS - Cable TV / Internet Oak	2.45E+11	Cable TV / Internet Oak Park	Utilities Phone/Internet OPCC	525.00
99271	1/7/2022	SPECTRUM BUSINESS - Cable TV / Internet RSSCC	1.22E+12	Cable TV / Internet RSSCC	Utilities Phone/Internet RSSCC	427.00
99272	1/7/2022	TITLEIST - Invoices 912224435, 912372646	912224435 912372646	SHGC Golf Merchandise and Rang	Inventory Shipping/Frieght	347.00
99273	1/7/2022	U.S. BANK-CAL CARD - district cal card purchases	11/23-12/22/2021	district cal card purchases	Special Department Expense	50,761.22
99274	1/7/2022	WESTERN NRG INC. - monthly billing computer	143552	monthly billing computer suppo	Professional & Special Services	105.00
99275	1/7/2022	RICHARD WHITE - woodcarving instructor	47	woodcarving instructor	Instructor Fees	154.00
99276	1/7/2022	WILSON SPORTING GOODS - Range Balls SGC	4536518189	Range Balls SGC	Golf Supplies	4,324.32
99277	1/7/2022	YAMAHA MOTOR CORP - SHGC Cart lease	762516	SHGC Cart lease	Rents & Leases - Equipment	10,841.53
1-212	1/7/2022	US BANK-BANKING - LAIF deposit			LAIF	4,100,000.00
99278	1/11/2022	WALTER ANDREWS - Cell Phone Reimbursement PT	15241	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99279	1/11/2022	RYAN ARAGON - Cell Phone Reimbursement PT Jan -	15243	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99280	1/11/2022	AT & T - U VERSE - Garden grove asc internet service		Garden grove asc internet serv	Utilities Phone/Internet	58.85
99281	1/11/2022	AT & T - U VERSE - Strathearn internet service		Strathearn internet service	Utilities Phone/Internet	69.55
99282	1/11/2022	AT & T CAL NET 3 - District phone services		District phone services	Utilities Phone/Internet	843.40
99283	1/11/2022	AT & T CAL NET 3 - Hillside teen club internet service		Hillside teen club internet se	Utilities Phone/Internet	27.75

99284	1/11/2022	ALFONSO CADENA - Cell Phone Reimbursement FT -	15247	Cell Phone Reimbursement FT -	Utilities Phone/Internet	180.00
99285	1/11/2022	FLORENCIO CEJA - Cell Phone Reimbursement PT Jan - Jun 2022	15238	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99286	1/11/2022	MICHAEL CHEW - Cell Phone Reimbursement PT	15239	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99287	1/11/2022	CO-POWER - Dental Insurance	2146328	Dental Insurance	Dental Care	3,241.30
99288	1/11/2022	CONOR CONSULTING - Park Ranger team building program	16363	Park Ranger team building prog	Professional & Special Services	8,750.00
99289	1/11/2022	SANDEE COVONE - Cell Phone Reimbursement		Cell Phone Reimbursement ..	Utilities Phone/Internet	180.00
99290	1/11/2022	REFUND CUSTOMER - Anna Jackson course refund	54844840	Anna Jackson course refund	Refunds Payable	81.03
99291	1/11/2022	REFUND CUSTOMER - Boots and Slippers Square Dance Club rental refund	54845163	Boots and Slippers Square Danc	Refunds Payable	86.00
99292	1/11/2022	REFUND CUSTOMER - Joydeb Das rental refund	54974974	Joydeb Das rental refund	Refunds Payable	133.00
99293	1/11/2022	REFUND CUSTOMER - Nancy Alvarez rental refund	54989664	Nancy Alvarez rental refund	Refunds Payable	157.00
99294	1/11/2022	REFUND CUSTOMER - Yanan Li course refund	54991668	Yanan Li course refund	Refunds Payable	90.00
99295	1/11/2022	NICOLAS GUZMAN - Cell Phone Reimbursement FT - Jan - Jun 2022	15244	Cell Phone Reimbursement FT -	Utilities Phone/Internet	180.00
99296	1/11/2022	JEFF HACHE - Cell Phone Reimbursement FT - Jan -	15245	Cell Phone Reimbursement FT -	Utilities Phone/Internet	180.00
99297	1/11/2022	PHILLIP KWIATKOWSKI - Cell Phone Reimbursement	15235	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99298	1/11/2022	BLAKE LAPHAM - Cell Phone Reimbursement FT - Jan -	15248	Cell Phone Reimbursement FT -	Utilities Phone/Internet	180.00

99299	1/11/2022	MARK MAHAFFEY - Cell Phone Reimbursement PT	15236	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99300	1/11/2022	FRANK MILLER - Cell Phone Reimbursement PT Jan -	15237	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99301	1/11/2022	RILEY MIRACLE - Cell Phone Reimbursement FT - Jan -	15246	Cell Phone Reimbursement FT -	Utilities Phone/Internet	180.00
99302	1/11/2022	MICHAEL MUNRO - Cell Phone Reimbursement PT	15242	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99303	1/11/2022	WILLIAM MURILLO - Cell Phone Reimbursement PT	15234	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99304	1/11/2022	DAN PARANICK - Cell Phone Reimbursement		Cell Phone Reimbursement ..	Utilities Phone/Internet	180.00
99305	1/11/2022	THERESA PENNINGTON - Cell Phone Reimbursement		Cell Phone Reimbursement ..	Utilities Phone/Internet	180.00
99306	1/11/2022	BRIAN REED - Cell Phone Reimbursement FT - Jan -	15249	Cell Phone Reimbursement FT -	Utilities Phone/Internet	180.00
99307	1/11/2022	SOUTHERN CALIFORNIA EDISON - Invoices , ,		SCE SCE	Utilities Electric RSSCC Utilities Electric OPCC	36,348.87
99308	1/11/2022	SOUTHERN CALIFORNIA GAS CO - gas - utility		gas - utility	Utilities Gas District	18,392.60
99309	1/11/2022	TRIUNFO WATER & SANITATION DISTRICT - oak park water service	11/17-12/17/2021	oak park water service	Utilities Water District	22,796.14
99310	1/11/2022	MATTHEW WILLIAMSON - Cell Phone Reimbursement PT Jan - Jun 2022	15240	Cell Phone Reimbursement PT J	Utilities Phone/Internet	90.00
99311	1/11/2022	BRITTANY WILSON - Cell Phone Reimbursement		Cell Phone Reimbursement ..	Utilities Phone/Internet	180.00
Total						
Total Checks						4,311,621.62

Rancho Simi

4201 Guardian St., Simi Valley, CA 93063 - (805) 584-4400

PAYROLL CHECK REGISTER – 01/14/2022

Presented to the Board of Directors

Prepared by:

Tracy Heminuk

CHECK REGISTER SUMMARY
1/14/2022

DUF TAXES DEBITED	01/14/22	ADP	50,094.01	FED, STATE, SOCIAL SECURITY, M/C
0CB TAXES DEBITED	01/14/22	ADP	47,680.97	FED, STATE, SOCIAL SECURITY, M/C
DUF ADP DIRECT DEPOSIT	01/14/22	ADP	143,110.30	DIRECT DEPOSIT
0CB ADP DIRECT DEPOSIT	01/14/22	ADP	114,938.89	DIRECT DEPOSIT
DUF ADP CHECKS	01/14/22	ADP	479.63	ADP PAYROLL
0CB ADP CHECKS	01/14/22	ADP	0.00	ADP PAYROLL
DUF WAGE GARNISHMENTS	01/14/22	ADP	793.00	GARNISHMENTS
0CB WAGE GARNISHMENTS	01/14/22	ADP	772.88	GARNISHMENTS
	01/14/22	9220	161.61	Veronica Miranda - Final Check
	01/14/22	9221	73.41	Cosme Hinojosa - Final Check
	01/14/22	9222	5,535.87	Cosme Hinojosa - A/L Payoff
	01/14/22	9223	1,000.00	Cosme Hinojosa - Retirement Service Award
	01/14/22	EFT	1,848.22	EDD - SDI
	01/14/22	EFT	29,347.94	PERS - Classic
	01/14/22	EFT	18,081.34	PERS - PEPRA
	01/14/22	EFT	123,739.72	PERS Health - 01/2022
	01/14/22	EFT	282.24	Aflac - 12/2021
	01/14/22	EFT	1,354.58	Anthem Blue Cross Life - 2/2022
	01/14/22	EFT	6,817.36	Mission Square Retirement - 457 PR 01/14/22
	SUBTOTAL:		546,111.97	
	GRAND TOTAL:		**546,111.97**	

ADP Check Register - PR 01/14/22

Job Title Description	NetPay	AutoDep	File #
Accountant	0.00	1,882.62	159884
Accountant-Payroll	0.00	2,304.34	103555
Accounting Specialist	0.00	2,176.42	105813
Administrative Assistant III	0.00	236.79	109381
Administrative Assistant V	0.00	720.56	103279
Administrative Assistant VI	0.00	719.98	160020
Administrative Assistant VI	0.00	0.00	107074
Administrative Assistant VI	0.00	593.56	109024
Administrative Secretary	0.00	1,860.28	101779
Administrative Secretary	0.00	1,845.80	105660
Administrative Specialist	0.00	1,646.56	197643
Assistant Golf Course Superintendent	0.00	2,028.13	101232
Assistant Golf Course Superintendent	0.00	1,221.74	155747
Assistant Pool Manager	0.00	14.72	197595
Assistant Pool Manager	0.00	88.33	159909
Assistant Pool Manager	0.00	493.16	101613
Assistant Pool Manager	0.00	59.56	197604
Assistant Site Director	0.00	664.41	160006
Assistant Site Director	0.00	594.57	107535
Assistant Site Director	0.00	407.72	107889
Bldgs. Maint. Worker II - Cust	0.00	1,918.99	104685
Bldgs. Maint. Worker II - Mech	0.00	1,734.59	108393
Bldgs. Specialist - Carpenter	0.00	1,939.18	197646
Bldgs. Specialist - Electrian	0.00	2,294.60	160026
Bldgs. Specialist - Mechanic	0.00	2,435.78	107332
Bldgs. Specialist - Utility	0.00	2,395.84	159926
Bldgs. Specialist - Utility	0.00	1,953.03	104681
Bldgs. Specialist - Utility	0.00	1,621.79	105838
Board of Director	0.00	448.00	160067
Board of Director	0.00	425.03	197714
Board of Director	0.00	461.75	106240
Buildings Maintenance Worker I	0.00	2,209.97	100921
Buildings Maintenance Worker I	0.00	2,126.21	103181
Buildings Maintenance Worker I	0.00	2,855.02	160120
Buildings Maintenance Worker I	0.00	2,053.22	164645
Buildings Specialist - Pools & Water Features	0.00	1,837.35	170001
Computer Support Specialist	0.00	2,412.64	101054
Crew Leader	0.00	2,009.83	100864
Crew Leader	0.00	1,974.44	101805
Crew Leader	6,609.27	0.00	103645
Crew Leader	0.00	2,183.87	105445
Crew Leader	0.00	2,055.37	107478
Crew Leader - Heavy Equipment	0.00	2,276.37	105329
Crew Leader - Heavy Equipment	0.00	1,443.98	108379
Crew Leader - Irrigation	0.00	2,144.10	159977
Crew Leader-Buildings Maint.	0.00	2,443.28	103430

ADP Check Register - PR 01/14/22

Job Title Description	NetPay	AutoDep	File #
Customer Service Representative	0.00	1,954.11	106354
Customer Service Representative	0.00	1,823.51	108198
Director of Administration	0.00	4,176.80	106987
Director of Planning & Maintenance	0.00	3,833.42	105972
Director of Recreation	0.00	3,927.07	197748
District Manager	0.00	5,811.13	160284
Executive Assistant	0.00	2,143.71	170010
Golf Assistant I	0.00	304.75	197691
Golf Assistant I	0.00	173.15	197707
Golf Assistant I	0.00	503.76	197784
Golf Assistant I	0.00	263.20	101300
Golf Assistant I	0.00	204.32	197703
Golf Assistant I	0.00	228.56	197692
Golf Assistant I	0.00	408.64	197787
Golf Assistant I	0.00	308.22	197792
Golf Assistant I	0.00	152.38	197789
Golf Assistant I	0.00	103.89	197749
Golf Assistant I	0.00	51.36	159951
Golf Assistant I	0.00	83.11	197715
Golf Assistant I	0.00	124.67	197720
Golf Assistant I	0.00	273.58	160015
Golf Assistant I	0.00	266.66	197757
Golf Assistant I	0.00	318.61	160217
Golf Assistant I	0.00	208.66	108860
Golf Assistant I	0.00	370.55	197628
Golf Assistant II	0.00	409.14	197649
Golf Assistant II	0.00	320.45	010288
Golf Assistant II	0.00	335.14	197758
Golf Assistant II	0.00	516.00	160118
Golf Assistant II	0.00	366.89	197799
Golf Assistant II	0.00	228.89	197687
Golf Assistant II	0.00	208.14	197778
Golf Course Assistant	0.00	166.23	197817
Golf Course Assistant	0.00	318.61	197677
Golf Course Assistant I - PT	0.00	145.45	197737
Golf Course Manager - Head Gol	0.00	3,480.94	107370
Golf Maintenance Lead	0.00	1,238.42	105719
Golf Professional	0.00	862.00	197722
Golf Professional	0.00	698.17	109443
Golf Specialist	0.00	831.86	159929
Groundskeeper I	0.00	1,714.98	159885
Groundskeeper I	0.00	1,703.65	159944
Groundskeeper I	0.00	1,429.94	159874
Groundskeeper I	0.00	873.77	197647
Groundskeeper I	0.00	1,900.54	160126
Groundskeeper I	0.00	2,152.69	103556

ADP Check Register - PR 01/14/22

Job Title Description	NetPay	AutoDep	File #
Groundskeeper I	0.00	1,832.13	105163
Groundskeeper I	0.00	1,871.68	105217
Groundskeeper I	0.00	2,054.21	159871
Groundskeeper I	0.00	1,653.94	105499
Groundskeeper I	0.00	184.70	105485
Groundskeeper I	0.00	2,177.10	105493
Groundskeeper I	0.00	1,868.26	106450
Groundskeeper I	0.00	1,438.07	159914
Groundskeeper I	0.00	1,464.38	197642
Groundskeeper II	0.00	2,392.36	100389
Groundskeeper II	0.00	1,782.76	101292
Groundskeeper II	0.00	1,092.66	101319
Groundskeeper II	0.00	1,773.14	101343
Groundskeeper II	0.00	2,190.60	105839
Groundskeeper II	0.00	2,424.29	107837
Groundskeeper II	0.00	1,927.73	109223
Head Golf Pro	0.00	2,424.00	197755
Human Resources Coordinator	0.00	2,211.22	170000
Landscape Designer	0.00	2,477.15	101970
Landscape Designer	0.00	2,446.79	102592
Landscape Designer	0.00	2,658.05	160071
Lifeguard	0.00	49.38	197742
Maintenance Worker I - PT	0.00	772.23	107180
Maintenance Worker III - PT	0.00	530.77	160325
Maintenance Worker III - PT	0.00	1,006.26	105679
Maintenance Worker III - PT	0.00	204.31	105897
Maintenance Worker III - PT	0.00	754.71	197762
Maintenance Worker III - PT	0.00	446.45	197797
Maintenance Worker IV - PT	0.00	1,013.05	197662
Maintenance Worker IV - PT	0.00	792.41	101131
Maintenance Worker IV - PT	0.00	818.62	197814
Maintenance Worker IV - PT	0.00	33.10	101339
Maintenance Worker IV - PT	0.00	581.69	197813
Maintenance Worker IV - PT	0.00	889.98	197763
Maintenance Worker IV - PT	0.00	782.38	197645
Maintenance Worker IV - PT	0.00	1,145.06	197652
Maintenance Worker IV - PT	0.00	262.14	159946
Maintenance Worker IV - PT	0.00	342.46	103022
Maintenance Worker IV - PT	0.00	1,425.51	160155
Maintenance Worker IV - PT	0.00	205.26	103407
Maintenance Worker IV - PT	0.00	975.65	105086
Maintenance Worker IV - PT	0.00	775.29	105438
Maintenance Worker IV - PT	0.00	675.76	160121
Maintenance Worker IV - PT	0.00	844.20	160244
Maintenance Worker IV - PT	479.63	0.00	197702
Maintenance Worker IV - PT	0.00	948.95	160262

ADP Check Register - PR 01/14/22

Job Title Description	NetPay	AutoDep	File #
Maintenance Worker IV - PT	0.00	1,177.69	159876
Mechanic - Golf Courses	0.00	728.46	150812
Mechanic - Golf Courses	0.00	1,674.35	103331
Park Ranger II	0.00	424.48	160297
Park Ranger II	0.00	217.47	160296
Park Ranger II	0.00	365.81	100879
Park Ranger II	0.00	157.14	197577
Park Ranger II	0.00	1,484.64	197756
Park Ranger II	0.00	775.70	160294
Park Ranger II	0.00	825.20	197754
Park Ranger II	0.00	411.83	197633
Part-time Computer Technician	0.00	633.51	160332
Part-time Recreation Coordinat	0.00	583.78	104824
Part-time Recreation Coordinat	0.00	516.20	160124
Part-time Recreation Coordinat	0.00	931.83	105705
Pool Manager	0.00	724.38	150064
Preschool Assistant	0.00	52.92	159999
Program Assistant	0.00	56.44	101317
Program Assistant	0.00	51.94	197785
Program Assistant	0.00	185.73	102930
Program Assistant	0.00	116.41	104413
Program Assistant	0.00	48.48	197786
Program Assistant	0.00	45.02	197801
Program Assistant	0.00	100.43	197808
Rec Attendant	0.00	90.04	197723
Rec Attendant	0.00	58.88	197731
Rec Attendant	0.00	128.14	197616
Recreation Aide	0.00	415.57	197796
Recreation Aide	0.00	0.00	197810
Recreation Aide	0.00	315.14	197773
Recreation Aide	0.00	121.21	197811
Recreation Aide	0.00	234.12	197648
Recreation Assistant	0.00	1,627.22	197644
Recreation Coordinator	0.00	2,008.93	110802
Recreation Coordinator	0.00	2,092.44	105146
Recreation Coordinator	0.00	2,510.29	105212
Recreation Coordinator	0.00	2,520.18	105277
Recreation Coordinator	0.00	2,029.35	105636
Recreation Coordinator	0.00	1,756.24	105815
Recreation Counselor	0.00	406.80	197655
Recreation Counselor	0.00	425.96	197806
Recreation Counselor	0.00	20.77	197812
Recreation Counselor	0.00	504.82	197750
Recreation Counselor	0.00	537.73	197782
Recreation Counselor	0.00	315.58	101653
Recreation Counselor	0.00	261.59	159878

ADP Check Register - PR 01/14/22

Job Title Description	NetPay	AutoDep	File #
Recreation Counselor	0.00	586.26	197768
Recreation Counselor	0.00	537.26	160141
Recreation Counselor	0.00	388.06	197701
Recreation Counselor	0.00	522.29	197751
Recreation Counselor	0.00	555.44	197666
Recreation Counselor	0.00	155.22	160335
Recreation Counselor	0.00	561.17	160318
Recreation Counselor	0.00	712.49	197770
Recreation Counselor	0.00	404.25	197621
Recreation Counselor	0.00	0.00	197818
Recreation Counselor	0.00	276.05	160200
Recreation Counselor	0.00	369.86	105483
Recreation Counselor	161.61	0.00	197795
Recreation Counselor	0.00	570.38	159850
Recreation Counselor	0.00	335.93	197819
Recreation Counselor	0.00	334.31	160256
Recreation Counselor	0.00	325.01	160302
Recreation Counselor	0.00	268.39	160306
Recreation Counselor	0.00	574.79	197771
Recreation Counselor	0.00	316.38	197601
Recreation Counselor	0.00	335.26	197573
Recreation Counselor	0.00	630.08	197669
Recreation Counselor	0.00	34.63	197651
Recreation Counselor	0.00	555.44	159966
Recreation Counselor	0.00	107.35	197809
Recreation Counselor	0.00	470.32	160334
Recreation Counselor	0.00	577.79	197772
Recreation Counselor	0.00	569.13	197712
Recreation Counselor	0.00	387.92	160073
Recreation Counselor	0.00	152.38	109030
Recreation Counselor	0.00	548.59	197623
Recreation Counselor	0.00	568.22	197783
Recreation Program Specialsit	0.00	2,185.68	108439
Recreation Program Specialsit	0.00	1,825.23	103733
Recreation Specialist I - PT	0.00	513.16	100350
Recreation Specialist I - PT	0.00	84.67	106962
Recreation Specialist I - PT	0.00	569.86	157091
Recreation Specialist I - PT	0.00	43.05	159961
Recreation Specialist I - PT	0.00	49.38	197777
Recreation Supervisor II	0.00	2,690.97	100797
Recreation Supervisor II	0.00	3,088.96	104769
Recreation Supervisor II	0.00	2,487.87	197608
Site Coordinator	0.00	506.84	160069
Site Director	0.00	254.51	108070
Site Director	0.00	708.75	103435
Site Director	0.00	1,008.96	153736

ADP Check Register - PR 01/14/22

Job Title Description	NetPay	AutoDep	File #
Site Director	0.00	0.00	197767
Site Director	0.00	950.53	105046
Site Director	0.00	1,034.22	155207
Site Director	0.00	1,192.93	159901
Site Director	0.00	153.72	109220
Specialist Instructor	0.00	250.50	160282
Specialist Instructor	0.00	1,776.83	104826
Specialist Instructor	0.00	136.01	109875
Sr. Maint. Supv. - Bldgs.	0.00	2,758.79	105666
Sr. Maint. Supv. - Grounds	0.00	3,578.11	102935
Sr. Maint. Supv. - Grounds	0.00	2,467.94	105042
Sr. Maint. Supv. - Grounds	0.00	2,811.38	105780
Sr. Maintenance Supervisor - S	0.00	2,782.57	103371
Sr. Park Ranger	0.00	2,211.55	197565
Weekend Lead Person	0.00	2,189.47	104758
Youth Sports Referee	0.00	318.61	197822
Youth Sports Referee	0.00	255.81	160307
Grand Totals			
Total	7,250.51	256,042.39	
Count		247	

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: February 2, 2022

TO: Board of Directors

FROM: Golf Course Manager

SUBJECT: Approval of Notice of Completion and Final Acceptance for the Simi Hills Golf Course J's Club Shack and Storage Building Project

At its meeting of August 19, 2021, the Board of Directors awarded a contract to Ardalan Construction Co. of Thousand Oaks in the amount of $153,500 for the Simi Hills Golf Course J's Club Shack and Storage Building Project.

The project was completed on December 20, 2021. The Contractor has fulfilled all contractual obligations. One Change Order in the amount of $7,927.15 was issued for additional wood material, upgrading doors and countertops, minor electrical work, and labor for removing a tree. The final cost of the contract is therefore $161,427.15.

Board Action Requested:

That the Board of Directors accept the work as complete for the Simi Hills Golf Course J's Club Shack and Storage Building Project and authorize the final payment.

Brian Reed

Brian Reed
Golf Course Manager

EXHIBIT 'A'

SIMI HILLS GOLF COURSE

Legal Description

Parcel 1:

That portion of Tract "A" in Section 6, a portion of Tract "B" in Section 5, all in Township 2 North, Range 17 West, Rancho Simi, in the City of Simi Valley, County of Ventura, State of California, according to the map thereof, entitled, "Subdivision Map No. 3, of the Lands of Simi Land and Water Company, Rancho Simi, Ventura County, California", and recorded in Book 5, page 24, of Miscellaneous Records in the Office of the County Recorder of said County, and that portion of Kadota Fig Farms Subdivision No. 6, in said City, County and State, according to the map thereof, recorded in Book 19, page 39, of said Miscellaneous Records, described as a whole as follows:

Commencing at the southeast corner of the northeast quarter of said Section 6, as shown on map filed in Book 32, pages 74 through 81 inclusive, of Records of Surveys in the Office of the County Recorder of said County;

1st: thence along the southerly line of said northeast quarter as shown on said Record of Survey N 89°36'16" W 37.69 feet;
2nd: thence leaving said southerly line N 00°23'44" E 20.00 feet to the true point of beginning;
3rd: thence continuing N 00°23'44" E 24.00 feet to a point on a non-tangent curve concave northwesterly, having a radius of 25.00 feet to which a radial line bears S 00°23'44" W;
4th: thence northeasterly along said curve through a central angle of 90°09'32", a distance of 39.34 feet;
5th: thence tangent to said curve N 00°14'12" E 140.50 feet to a tangent curve concave southeasterly, having a radius of 279.50 feet;
6th: thence northeasterly along said curve through a central angle of 89°33'48", a distance of 436.91 feet;
7th: thence tangent to said curve N 89°48'00" E 350.92 feet to a tangent curve concave northwesterly having a radius of 270.00 feet;
8th: thence northeasterly along said curve through a central angle of 11°18'46", a distance of 53.31 feet;
9th: thence non-tangent to said curve N 18°28'18" W 102.72 feet;
10th: thence N 70°56'54" E 61.91 feet;
11th: thence N 59°16'40" E 357.58 feet to a point herein designated as Point "A" and being hereinafter referred to;
12th: thence N 30°18'10" W 177.87 feet;
13th: thence N 81°45'29" E 24.45 feet to true point of beginning as described in deed describing Parcel 2 as recorded in Book 5777, page 159;
14th: thence to a point being the beginning of a non-tangent curve concave southwesterly having a radius of 322.00 feet and to which last mentioned course is radial;
15th: thence northwesterly along said curve through a central angle of 27°38'06" an arc distance of 155.31 feet to the beginning of a tangent reverse curve concave northeasterly, having a radius of 458.82 feet;
16th: thence northwesterly along said curve through a central angle of 36°13'00" an arc distance of 290.02 feet;
17th: thence S 50°07'54" W 15.05 feet;
18th: thence leaving said Parcel 2 of Book 5777, page 156, and continuing along said Record of Survey described above S 62°38'51" W 65.30 feet;
19th: thence S 72°41'29" W 225.20 feet;
20th: thence S 87°47'51" W 260.19 feet;
21st: thence N 67°33'51" W 167.69 feet;
22nd: thence N 28°22'17" W 166.47 feet;
23rd: thence N 34°45'22" E 200.21 feet;
24th: thence N 59°19'35" E 438.21 feet;
25th: thence east 177.47 feet;
26th: thence N 81°47'15" E 101.64 feet;
27th: thence N 49°58'11" E 97.95 feet;
28th: thence N 37°35'07" E 234.82 feet;
29th: thence N 47°34'40" W 240.93 feet;
30th: thence N 42°29'55" E 123.50 feet;
31st: thence N 30°34'40" W 127.80 feet;
32nd: thence N 02°41'02" W 83.15 feet;

33rd: thence N 14°08'20" E 180.00 feet;
34th: thence N 52°16'81" E 49.40 feet;
35th: thence N 89°35'48" E 29.36 feet to the northerly line of Tract "B" in said Section 5 as shown on said Record of Survey;
36th: thence N 29°28'15" E 27.46 feet;
37th: thence along said northerly line and the boundary of said Record of Survey N 89°35'23" W 358.64 feet;
38th: thence leaving said northerly line and continuing along the boundary of said Record of Survey the following courses: S 00°24'37" W 400.00 feet;
39th: thence N 89°35'23" W 325.00 feet;
40th: thence N 00°24'37" E 400.00 feet to said northerly line of Tract "B";
41st: thence along said northerly line and continuing along the boundary of said Record of Survey N 89°35'23" W 425.00 feet to the southeast corner of Section 31, Township 3 North, Range 17 West, as shown on said Record of Survey;
42nd: thence continuing along the boundary of said Record of Survey and along the easterly line of said Section 31, N 00°29'22" E 2,633.31 feet to the northeast corner of the southeast quarter of said Section 31 as shown on said Record of Survey;
43rd: thence along the northerly line of said southeast quarter and continuing along the boundary of said Record of Survey N 89°32'06" W 1,331.67 feet to the westerly boundary of said Record of Survey, said westerly boundary being the boundary lines of the deeds recorded in Book 2088, page 597, Book 2415, page 260, and Book 2088, page 598, all of Official Records of said County, and all as shown on said Record of Survey;
44th: thence along the boundary of said deeds and said Record of Survey the following courses: S 05°27'50" W 120.25 feet;
45th: thence S 84°22'10" E 11.85 feet;
46th: thence easterly along a tangent curve concave northerly, having a radius of 958.00 feet through a central angle of 01°24'49", a distance of 23.64 feet, non-tangent to said curve S 04°13'01" W 250.98 feet;
47th: thence S 57°47'43" W 231.79 feet;
48th: thence S 46°17'20" W 24.76 feet;
49th: thence S 27°51'26" E 990.32 feet;
50th: thence S 07°07'59" E 202.35 feet;
51st: thence S 11°46'38" W 347.32 feet;
52nd: thence S 16°12'10" W 170.77 feet;
53rd: thence S 21°09'38" W 170.77 feet;
54th: thence S 26°07'07" W 170.76 feet;
55th: thence S 31°04'36" W 170.77 feet;
56th: thence S 34°47'06" W 85.13 feet;
57th: thence S 35°50'54" W 320.00 feet;
58th: thence S 31°52'04" W 63.81 feet;
59th: thence S 12°03'33" W 59.15 feet;
60th: thence S 11°35'43" E 393.65 feet;
61st: thence S 10°52'11" E 86.81 feet;
62nd: thence S 01°06'39" E 192.14 feet;
63rd: thence S 08°24'17" W 884.19 feet;
64th: thence S 00°22'08" E 73.77 feet;
65th: thence S 03°31'43" E 187.66 feet;
66th: thence S 20°34'44" W 111.73 feet;
67th: thence S 27°23'17" W 158.10 feet;
68th: thence S 16°02'20" W 142.72 feet;
69th: thence S 00°24'17" W 74.69 feet to the northerly line of Alamo Street, 60.00 feet wide, as shown on said Record of Surveys;
70th: thence along said northerly line and continuing along the boundary of said Record of Surveys S 89°36'16" E 1,762.68 feet to the true point of beginning.

EXCEPTING THEREFROM that portion conveyed to Ventura County Flood Control District by deed recorded April 2, 1973, in Book 4095, page 63, of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion lying southeasterly of the following described line:

Beginning at a point on that certain course in said northerly line of Alamo Street, hereinabove described as "S 89°36'16" E 1,762.68 feet" distance thereon N 89°36'16" W 100.00 feet from its easterly terminus; thence northeasterly in a direct line to a point in that certain course hereinabove described as "N 00°14'12" E 140.50 feet" distance thereon N 00°14'12" E 76.00 feet from the southerly terminus thereof.

Parcel 2:

That portion of Tract "B" in Section 5 in Township 2 North, Range 17 West, Rancho Simi, in the City of Simi Valley, County of Ventura, State of California, according to the map thereof, entitled, "Subdivision Map No. 3 of the Lands of Simi Land and Water Company, Rancho Simi, Ventura County, California", recorded in Book 5, page 24, of Miscellaneous Records in the Office of the County Recorder of said County, described as follows:

Beginning at a point situated N 00°36'49" E 210.58 feet from the hereinabove designated Point "A" in said Parcel 1;

1st: thence N 47°33'50" W 52.00 feet to the true point of beginning as described in the deed describing Parcel 1 as recorded in Book 5777, page 156; thence along the following courses as described in said deed:
2nd: thence N 45°41'37" E 25.28 feet; to a point, said point being the beginning of a non-tangent curve concave southwesterly having a radius of 378.00 feet through a central angle of 20°14'22" an arc distance of 133.53 feet;
3rd: thence northeasterly along said curve to the beginning of a tangent reverse curve concave northeasterly having a radius of 402.82 feet through a central angle of 36°13'00" an arc distance of 254.62 feet;
4th: thence leaving said northeasterly line N 66°58'32" E 39.97 feet;
5th: thence leaving said Parcel 1 of Book 5777, page 156, and continuing along said Records of Survey as described above N 63°26'06" E 44.72 feet;
6th: thence north 3.24 feet;
7th: thence N 45°24'02" E 87.24 feet;
8th: thence N 49°48'45" E 114.42 feet;
9th: thence N 42°09'20" E 298.12 feet;
10th: thence N 32°47'35" E 163.18 feet;
11th: thence N 45°31'49" E 258.00 feet;
12th: thence N 30°59'36" E 150.80 feet;
13th: thence N 34°28'05" E 83.19 feet;
14th: thence N 52°25'15" E 76.82 feet;
15th: thence N 67°39'32" E 68.83 feet;
16th: thence N 82°50'44" E 74.65 feet;
17th: thence S 83°53'13" E 77.33 feet;
18th: thence S 59°15'11" E 62.45 feet;
19th: thence S 61°54'23" E 318.53 feet;
20th: thence S 37°44'49" E 78.41 feet;
21st: thence S 06°57'11" E 82.61 feet;
22nd: thence S 02°17'26" W 250.20 feet;
23rd: thence S 17°00'29" W 177.78 feet;
24th: thence S 48°08'42" W 64.44 feet;
25th: thence S 51°34'19" W 154.46 feet;
26th: thence S 38°08'25" W 189.45 feet;
27th: thence N 84°06'50" W 97.51 feet;
28th: thence N 74°03'17" W 145.60 feet;
29th: thence S 88°41'53" W 220.06 feet;
30th: thence S 49°28'20" W 253.92 feet;
31st: thence 14.91 feet;
32nd: thence S 58°13'08" W 96.14 feet;
33rd: thence N 31°46'52" W 55.90 feet;
34th: thence S 58°13'08" W 43.79 feet;
35th: thence S 45°41'37" E 27.00 feet to the true point of beginning.

RANCHO SIMI RECREATION AND PARK DISTRICT
4201 Guardian Street
Simi Valley, California 93063

NOTICE OF ACCEPTANCE

Notice is hereby given that on February 2, 2022, the Rancho Simi Recreation and Park District, organized and existing under Division 5, Chapter 4 of the California Public Resources Code, accepted the Simi Hills Golf Course J's Club Shack and Storage Building Project from Ardalan Construction Co. Inc., 8 E Gainsborough Road, Thousand Oaks, CA 91360, of the site commonly known as Simi Hills Golf Course, Simi Valley, CA, in the County of Ventura, State of California, as more fully described in Exhibit "A", attached hereto and by this reference made a part thereof.

Dated: February 2, 2022

Rancho Simi Recreation and Park District

By:_____
Kate O'Brien, Chair
Board of Directors

RECORDING REQUESTED BY

RANCHO SIMI RECREATION
AND PARK DISTRICT

AND WHEN RECORDED MAIL TO

RANCHO SIMI RECREATION
AND PARK DISTRICT
ATTN: Wayne Nakaoka
4201 Guardian St.
Simi Valley, California 93063

Free recording pursuant to Government Code Section 6103

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: 4201 Guardian St., Simi Valley, CA 93063
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 Simi Hills Golf Course J's Club Shack and Storage Building Project on the property hereinafter described was completed on December 20, 2021.
8. The name of the contractor for such work of improvement was Ardalan Construction Co. Inc., 8 E. Gainsborough Road, Thousand Oaks, CA 91360.
9. The property on which said work of improvement was completed is in Simi Valley, County of Ventura, State of California, and is described as follows: Simi Hills Golf Course, County of Ventura, State of California, as more fully described in Exhibit "A" attached hereto and by this reference made a part hereof.
10. The street address of said property is (see No. 9 above).

Rancho Simi Recreation and Park District

Dated: February 2, 2022

By:_____
Kate O'Brien, 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.

February 2, 2022, Simi Valley, California

_____
Kate O'Brien, Chair, Board of Directors

Assessor's Parcel Numbers: 628-0-040-140 and 628-0-040-255

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: February 2, 2022

TO: District Manager

FROM: Director of Administration

SUBJECT: Adoption of Resolution No. 2025 Regarding Holding Public Meetings During the Continued COVID-19 Pandemic State of Emergency Pursuant to Assembly Bill 361

BACKGROUND

In March 2020, the Governor, on behalf of the State of California, issued various executive orders which relaxed requirements under the Ralph M. Brown Act (Brown Act) allowing public agencies the flexibility to successfully continue conducting public meetings during the COVID-19 Pandemic. On September 30, 2021, the State rescinded those orders. However, in lieu of the rescinded executive orders, the State passed Assembly Bill 361 (AB 361) which modified the Brown Act and provides essentially the same flexibility for conducting public meetings during a declared emergency until January 1, 2024. As a result, in accordance with the requirements of AB 361, local agencies must adopt aresolution to use the modified public meeting provisions provided for in AB 361.

On October 7, 2021, the Rancho Simi Recreation and Park District Board of Directors unanimously adopted Resolution No. 2012 authorizing remote teleconference of District meetings pursuant to modified Brown Act provisions during the continued COVID-19 Pandemic State of Emergency. Subsequent Resolutions were passed monthly thereafter.

DISCUSSION

In accordance with AB 361, if a local agency passes a resolution that makes the necessary findings, the agency is allowed to follow the provisions of AB 361 for a maximum period of 30 days. After the first 30-day period, AB 361 requires public agencies to adopt or renew its resolution no later than once every 30 days to continue meeting under the modified Brown Act requirements. Accordingly, if the Board would like to continue conducting public meetings under the modified Brown Act provisions, staff has prepared the attached resolution for Board consideration.

RECOMMENDATION

Staff recommends the Board Adopt Resolution No. 2025 authorizing the continuation of remote teleconference of District meetings pursuant to modified Brown Act provisions during the COVID-19 Pandemic State of Emergency.

Theresa Pennington
Director of Administration

RESOLUTION NO. 2025 (**SUBSEQUENT**)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SIMI RECREATION AND PARK DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM, ISSUED ON MARCH 4, 2020 AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF RANCHO SIMI RECREATION AND PARK DISTRICT FOR THE PERIOD OF FEBRUARY 7, 2022, THROUGH MARCH 8, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Rancho Simi Recreation and Park District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Rancho Simi Recreation and Park District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021 on January 5, 2022 finding that the requisite conditions exist for the legislative bodies of Rancho Simi Recreation and Park District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District; specifically, a state of emergency was proclaimed on March 4, 2020, by California Governor Gavin Newsom in response to the COVID-19 novel coronavirus pandemic, including measures to mitigate the spread of COVID-19 in order to control outbreaks which minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities; and

WHEREAS, the Ventura County Public Health Officer has recommended that physical/social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19; and

WHEREAS, the Board of Directors does hereby find that the State of Emergency was proclaimed in response to the COVID-19 novel coronavirus pandemic, the Ventura County Health Officer has recommended physical/social distancing measures continue to be practiced throughout Ventura County to minimize the spread of COVID-19 which has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Rancho Simi Recreation and Park District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District has made provisions for remote teleconferencing participation in meetings by members of a legislative body; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF RANCHO SIMI RECREATION AND PARK DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and hereby find the Ventura County Public Health Officer has recommended physical/social distancing measures continue to be practices throughout Ventura County communities to minimize the spread of COVID-19.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The District Manager and legislative bodies of Rancho Simi Recreation and Park District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 8, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Rancho Simi Recreation and Park District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Rancho Simi Recreation and Park District this 2nd day of February, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

RANCHO SIMI RECREATION AND PARK DISTRICT

INTEROFFICE MEMORANDUM

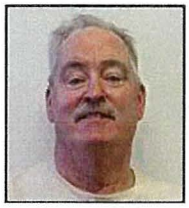
DATE: February 2, 2022

TO: District Manager

FROM: Director of Administration

SUBJECT: Presentation of the Full-Time Employee of the Month for January 2022 to Paul Friedeborn, Senior Park Maintenance Supervisor, Grounds

BACKGROUND



The Full-Time Employee of the Month for January 2022 is Paul Friedeborn. Paul is a Senior Park Maintenance Supervisor, Grounds in the Planning & Maintenance Department. He has worked for the District for 24 years; this is his fifth Employee of the Month Award.

NOMINATION NARRATION

The person who nominated Paul stated the following: Paul Friedeborn is an outstanding Park District employee. He is a hard worker, conscientious and is committed to a job well done. He takes his role as a supervisor seriously and follows through on the requirements of the position. Paul oversees his area of responsibility in Simi Valley and upholds the District's high standards of well-maintained parks and trails.

Paul goes above and beyond his job duties and assists with graffiti removal projects on Park District trails. He loads the supplies, conducts safety training and leads the volunteers through the event. In addition, Paul is active in the community; he collects toys for underprivileged children during the holidays and manages blood drives. For these reasons and many others, Paul is deserving of the Employee of the Month Award!

BOARD ACTION

Paul has been invited to attend the February 2, 2022 Board Meeting to receive a plaque from the Board Chair; he is also eligible for a day off with pay within the next 60 days.

Theresa Pennington
Director of Administration

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: February 2, 2022

TO: District Manager

FROM: Director of Recreation

SUBJECT: Ratification of Appointment of Members to the Oak Park - Park and Recreation Planning Committee

SUMMARY

The community of Oak Park has selected the following individuals to represent their community on the District's Oak Park - Park and Recreation Planning Committee from February 2022 through January 2024:

1. Community At Large: Ning Rosenthal (elected)
2. Community At Large: Harry Medved (elected)
3. Municipal Advisory Council: JL Diaz (appointed)
4. Oak Park School District: Derek Ross (appointed)

Representatives of the Municipal Advisory Council (MAC) and Oak Park Unified School District are selected by those bodies, while the other members are elected to a two-year term by the community.

The three continuing members of the seven-member Oak Park – Park and Recreation Planning Committee include the following:

5. Dan Cooper (elected)
6. Dani Brusius (elected)
7. Sherri Wentworth (elected)

BOARD ACTION REQUESTED

Staff recommends that the Board ratify the appointment of the above noted individuals to serve on the Oak Park - Park and Recreation Planning Committee from February 2022 through January 2024.

Zach Miller
Director of Recreation

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: February 2, 2022

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Authorization to Solicit Bids for the Oak Canyon Community Park Lagoon Renovation Project

BACKGROUND:

The lagoon at the Oak Canyon Community Park was constructed as part of the park site's Phase Two development, and opened to the public on November 16, 1996. At that time, the surface area of the lagoon was approximately 1.25 acres, with a maximum depth of 8 to 12 feet. The water surface elevation of the lagoon was controlled by the inlet/outlet elevation of the Kanan Road Storm Drain Culvert. Water from Medea Creek was used to constantly maintain the water surface elevation and circulate the water in the lagoon through a by-pass weir located in the upper pond. The mainstream of Medea Creek entered the lagoon along the southeasterly quadrant of the lower pond. During the summer months or when the water flow from Medea Creek was insufficient to maintain the lagoon's water surface elevation, supplemental water was provided through a manual water valve connected to the park's reclaimed irrigation system. Additional lagoon amenities included a recirculating waterfall, picnic shelter, and two fishing docks.

Prior to the construction of the lagoon, this section of Oak Canyon Community Park was considered undeveloped open space, with Medea Creek flowing naturally through the property from Bromley Drive to Kanan Road. With the exception of a few mature oak trees, the only foliage at the site was contiguous to the Medea Creek streambed.

In the aftermath of the Woolsey Fire, the community of Oak Park experienced significant periods of inclement weather, which eroded the fire-damaged hillsides. This erosion caused mud and silt to be deposited into the Medea Creek Watershed. This mud and silt eventually made its way down Medea Creek and settled in the bottom of the Oak Canyon Community Park lagoon. The lagoon acted as an informal desilting basin, protecting Medea Creek's downstream watershed. Currently, staff estimates that the average depth of the lagoon is between 12 to 18 inches, and the overall surface area of the lagoon has been reduced to approximately 80% of its original size.

In order to start the design process of renovating the badly damaged lagoon, on November 14, 2019, the Oak Park Recreation and Park Planning Committee was asked to review and select one of three recommended options for the Oak Park Lagoon Renovation Project. Out of the three options presented by staff, the Committee voted by a 5:2 vote to recommend to the Park District's Board of Directors that the Oak Park Lagoon be reconstructed as an In-Line Pond (Option No. 1).

At the Park District's Board of Directors meeting on November 21, 2019, the District Manager informed the Board of the Oak Park Committee's recommendation to reconstruct the Oak Park Lagoon back to its original pre-disaster condition as an in-line pond. Based on this recommendation, staff proceeded with the in-house construction drawings for the project and retained the services of Envicom Corporation to prepare the project's biological resource assessment, jurisdictional delineation, and preliminary compensatory mitigation plan.

To remedy and reduce future maintenance expenditures attributable to pump system complications, at its meeting on November 4, 2020, staff requested Board authorization to retain the services of Cannon Corporation to redesign the lagoon's recirculating pump system. This modification to the project's scope-of-work would allow for the relocation of the lagoon recirculation pumps from under the old southeasterly fishing dock to a location along the southerly bank of the lagoon in an above-ground enclosure. The primary advantage to this modification is the ability to service, repair, and/or replace the pumps, filters, and flow sensors without partially draining the lagoon and/or requiring assistance through outside contract services.

In May of 2021, construction plans for the project were submitted to the County of Ventura's Planning Department, Watershed Protection District, Building and Safety Department, and Public Works Engineering for plan check review. On January 7, 2022, the County notified the Park District that all of the aforementioned departments had approved the construction plans for the project.

The Park District's environmental consultant for the project (Envicom Corporation) is currently in the process of finalizing the project's permits with the Army Corp of Engineers, Regional Water Control Board, and the California Department of Fish and Wildlife in regard to the project's streambed alteration agreement and watercourse permit. While these permits are still pending, our environmental consultant is confident that all of the necessary permits for construction will be finalized in the early part of March 2022.

Based on the aforementioned, staff has combined all of the plans, specifications, and public bid documents into one comprehensive bid package for this project, and is requesting Board authorization to solicit bids for the Oak Canyon Community Park Lagoon Renovation Project.

Staff's anticipated timeline for the project is as follows:

Project Timeline:

February 2, 2022	Board Authorization to Solicit Bids
February 20, 2022	Notice of Inviting Bids Published in the *Ventura County Star*
February 21, 2022	Public Bid Period Begins
March 15, 2022	Pre-Bid Meeting/Job Walk
March 29, 2022	Public Bid Opening
April 14, 2022	Oak Park Committee Meeting. (Tentative)
April 20, 2022	RSRPD's Board of Directors Award of Contract
May 16, 2022	Construction Begins (120 Calendar Days)
September 13, 2022	End of Construction

FINANCIAL IMPACT:

Currently, staff is estimating that the cost of this project will range between $1.8 to $2.1 million dollars. Adequate funding for this project has been earmarked in the District's *Approved Budget for FY 2021-22* under the General Fund - Woolsey Fire Account (Fund 10) in the amount of $2,500,000.

BOARD ACTION REQUESTED:

That the Board authorize staff to solicit bids for the "Oak Canyon Community Park Lagoon Renovation Project".

Wayne Nakaoka
Director of Planning and Maintenance

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: February 2, 2022

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Approval of Award of Contract for the Medea Creek Wildfire Resiliency - Palm Tree Removal Project

BACKGROUND

At its meeting of October 21, 2021, the District's Board of Directors authorized staff to solicit bids for the Medea Creek Wildfire Resiliency - Palm Tree Removal Project. This project is one of the major grant components awarded to the Park District from the Santa Monica Mountains Conservancy as part of the State of California's Wildfire Prevention Early Action Funding Plan. The project will entail the removal of all palm trees (dead or alive) along the Medea Creek watershed within Oak Canyon Community Park, starting from Bromley Drive south to the cul-de-sac within Oak Canyon Community Park.

A Notice Inviting Bids for the project was published in the *Ventura County Star* on December 12, 2021. A total of five (5) contractors received bid packages for the project.

On January 18, 2022, sealed, written bids were received from the following contractors in time for the opening of bids:

Bidder	Base Bid Amount	Alternate Bid Location 1	Alternate Bid Location 2	Total
SGD Enterprises dba Four Seasons Landscaping, Van Nuys	**$44,000**	**$12,500**	**$12,500**	**$ 69,000**
Mariposa Tree Management Inc., Irwindale	$80,400	$12,000	$ 7,000	$ 99,400
Ardalan Construction Co., Inc., Thousand Oaks	$97,600	$38,000	$18,000	$153,600

DISCUSSION

The apparent lowest responsible/responsive bidder is SGD Enterprises dba Four Seasons Landscaping of Van Nuys, California. SDG Enterprises has not previously worked for the Park

District. Based on their low proposal price, staff contacted and encouraged SGD Enterprises to review their bid proposal and confirm that they can perform the project's scope-of-work in conformance with the plans and specifications for the project. On January 19, 2022, an e-mail was received by Park District staff confirming SGD Enterprises' continued interest in the project and that SGD Enterprises can perform all aspects of the project's scope-of-work for its submitted proposal price.

SDG Enterprises dba Four Seasons Landscaping has held a Contractor's License in good standing in the State of California since 1993. While they are not very well known within Ventura County, they have performed numerous projects for municipalities within Los Angeles and Orange County. SGD Enterprises is properly licensed and bonded by the State of California Contractors License Board as a Landscape Contractor (C-27), and holds a Specialty License as a Tree Service Contractor (D-49). SGD Enterprises has been a very responsive/responsible bidder during the entire bid process. Staff is confident in the ability of SGD Enterprises dba Four Seasons Landscaping to complete this project in conformance with the plans and specifications.

FINANCIAL IMPACT

Allowing for a $10,000 project contingency, the aggregate cost to complete this project is estimated at $79,000 [Base Bid ($44,000 and Alternate Bid Locations 1 ($12,500) and 2 ($12,500) + $10,000 Construction Contingency].

Funding for this project is a reimbursable grant expenditure through the California Wildfire Prevention Early Action Funding Plan. Therefore, staff does not anticipate any fiscal impact to the Park District's Budget resulting from the work performed under this contract.

BOARD ACTION REQUESTED:

That the Board:

1. Award a contract for the Palm Tree Removal Project to SGD Enterprises dba Four Seasons Landscaping of Van Nuys, CA in the amount of $69,000, which includes the base bid amount of $44,000 and Alternate Bid Locations 1 and 2 in the amount of $25,000 ($12,500 + $12,500).

2. 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 $10,000, if and when the need arises for extra work or modifications to the project.

Wayne Nakaoka
Director of Planning and Maintenance

Agreement with

SGD Enterprises dba Four

Seasons Landscaping

for the

Medea Creek Wildfire Resiliency –

Palm Tree Removal Project

RANCHO SIMI RECREATION AND PARK DISTRICT

PUBLIC WORKS CONTRACT PROJECT
MEDEA CREEK WILDFIRE RESILIENCY – PALM TREE REMOVAL

THIS AGREEMENT "Agreement" is made and entered into this _____ day of _____, 2022 by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California, hereinafter called DISTRICT, and SGD ENTERPRISES DBA FOUR SEASONS LANDSCAPING, a California corporation, located at 14937 Delano St., Van Nuys, CA 91411, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

A. DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before January 18, 2022, for the following:

Medea Creek Wildfire Resiliency – Palm Tree Removal Project
Oak Park, CA

in the Community of Oak Park, California, hereinafter called PROJECT.

B. On January 18, 2022, at 2:00 P.M., in the DISTRICT offices, these bids were opened.

C. At its regular meeting held on February 2, 2022, the DISTRICT Board of Directors duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR's Proposal, all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. The CONTRACT DOCUMENTS shall also include the *Standard Specification for Public Works Construction* ("Green Book") currently in effect on the execution date of this Contract. In the case of a conflict between any of the other CONTRACT DOCUMENTS and this Agreement, the order of precedence in the Green Book shall control.

All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made a part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements be made and performed by DISTRICT, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of SIXTY-NINE THOUSAND and no/100 DOLLARS ($69,000.00), which includes the Base Bid amount plus Alternate Bid Location 1 and Alternate Bid Location 2, based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising form actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

DISTRICT hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amount set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to,

and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT'S Notice to Proceed and shall complete work on the PROJECT within twenty-one (21) consecutive calendar days after commencement.

ARTICLE VI

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the DISTRICT in connection therewith.

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by applicable law and the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR. (Labor Code §1773.2.)

CONTRACTOR is aware of and agrees to abide by Labor Code sections 1775 and 1813, pertaining to statutory penalties for failure to comply with payment of prevailing wages. (Labor Code §§ 1775(a)(2)(E), 1810-1815.)

CONTRACTOR is aware of and agrees to abide by Labor Code Section 1776, pertaining to the retention and inspection of payroll records. (Labor Code §1776(i).)

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

Furthermore, if federal funds are used to pay for the work, CONTRACTOR and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Contractor and Subcontractor Registration

Under Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code § 1771.1.)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body.

(2) In a format prescribed by the Labor Commissioner.

DIR Monitoring and Enforcement

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

Job Site Notices

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

ARTICLE VIII

A. CONTRACTOR shall, without disturbing the condition, notify DISTRICT in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or

employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

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

B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

C. DISTRICT shall promptly investigate the reported conditions. If DISTRICT, through its General Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then DISTRICT shall issue a change order.

D. In the event of a dispute between DISTRICT and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX

To the greatest extent allowed by law, 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 the CONTRACTOR's work, 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, except for and excluding any claims, loss, damage, injury or liability arising from the sole negligence, willful misconduct, or active negligence of the DISTRICT.

(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 AGREEMENT.

(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.

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

ARTICLE X

CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract. Additionally, CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the payment of all labor and all materials furnished in connection with this contract.

ARTICLE XI

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by DISTRICT as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify DISTRICT for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations

hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS ($2,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than TWO MILLION DOLLARS ($2,000,000), in which case the aggregate may be TWO MILLION DOLLARS ($2,000,000);

(2) Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;

(3) Contractual General Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

(c) PROOF OF INSURANCE - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The DISTRICT shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and with an endorsement extending such coverage to the DISTRICT, as well as with adequate legal assurance that each carrier will give DISTRICT at least forty-five (45) days' prior notice of the cancellation of any policy during the effective period of the contract.

(d) NOTICE TO COMMENCE WORK - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contact until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.

ARTICLE XII

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the DISTRICT in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the DISTRICT in the event such work is not begun and/or completed and

accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of FIVE HUNDRED DOLLARS ($500.00) shall be presumed to be the amount of damages suffered by the DISTRICT for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of FIVE HUNDRED DOLLARS ($500.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Such sum is liquidated damages and shall not be construed as a penalty and may be withheld from any payments due CONTRACTOR by DISTRICT.

ARTICLE XIII

Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT's General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the District Manager of DISTRICT, or his or her designee, shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the DISTRICT thereto.

ARTICLE XV

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to DISTRICT.

ARTICLE XVI

In entering into this AGREEMENT or a contract with a subcontractor to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR and any subcontractor will be deemed to have offered and agreed to assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the PROJECT. This assignment will be deemed made and will become effective at the time DISTRICT tenders final payment to CONTRACTOR, without further acknowledgement by the parties.

ARTICLE XVII

A. 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

B. This AGREEMENT is binding upon the heirs, executors, administrators, successors and permitted assigns of the parties.

C. This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the work to be performed under this AGREEMENT and supersedes all other agreements or understandings, whether oral or written, between CONTRACTOR and DISTRICT prior to the execution of this AGREEMENT.

D. No amendment to or modification of this AGREEMENT will be valid unless made in writing and approved by CONTRACTOR and by DISTRICT board, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

E. This AGREEMENT may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this AGREEMENT will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

F. Waiver by any party 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 work performed by CONTRACTOR will not constitute a waiver of any of the provisions of this AGREEMENT.

G. 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.

H. 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.

I. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

SIGNATURES ON FOLLOWING PAGE 10

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the _____ day of _____, 2022, by their respective officers duly authorized in that behalf.

ATTEST:

_____
Theresa Pennington,
Deputy District Clerk

RANCHO SIMI RECREATION AND PARK DISTRICT:

by_____
Dan Paranick, District Manager

APPROVED AS TO FORM:

_____
Brian A. Pierik, District Counsel

SGD ENTERPRISES DBA FOUR SEASONS LANDSCAPING, a California Corporation:

by_____
President

by_____
Secretary

EXHIBIT “A”

CONTRACTOR’S

BID SCHEDULE

PROPOSAL

PROJECT: Palm Tree Removal Along Medea Creek

PROJECT NO: 62-2021-01 (Grant No. 3810-GF-2129)

PROJECT LOCATION: Oak Canyon Community Park

BIDDER: SGD Enterprises DBA Four Seasons Landscaping

BID OPENING DATE: Tuesday, January 18th, 2022

TIME: 2:00 pm

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
4201 Guardian St.
Simi Valley, CA. 93063

Directors:

In accordance with the advertised "Notice Inviting Bids" requesting sealed bids for providing all labor, materials, equipment, and services necessary for:

Palm Tree Removal
Along Medea Creek
In Oak Canyon Community Park

and after having carefully examined the location of the proposed work, Drawings and Project Manual (specifications) for the same and read the accompanying proposal, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above-mentioned work to completion under the supervision of the Rancho Simi Recreation and Park District (District).

In submitting this proposal, I agree:

1. To hold my Bid open for a period of forty-five (45) days following the date of opening of Bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on the basis of this Proposal, and to furnish Payment and Performance Bonds, if requested and directed by District.

3. Within fifteen (15) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within Twenty-One (21) consecutive calendar days from and after executing the Agreement.

BIDDER'S INITIALS E.D.

BASE BID:

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services, and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of forty four thousand Dollars

($ 44,000.00)

ALTERNATE BID LOCATION 1:

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services, and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of twelve thousand five hundred Dollars

($ 12,500.00)

ALTERNATE BID LOCATION 2:

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services, and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of Twelve thousand five hundred Dollars

($ 12,500.00)

UNIT PRICES

All bidders are required by the District to submit itemized unit prices for the Base Bid and or Additive Bid Alternates at the time of the bid opening. This format including all itemized unit prices may be used as a basis for Contractor's payments.

The District hereby notifies the bidders that the quantities shown are only estimations used by the District to determine the lowest responsible bidder. The District advises bidders to make their own quantity calculations for bid purposes and adjust the quantities as required. For items not specifically mentioned in this unit price sheet, the bidder shall incorporate those costs into the closest resembling item(s).

All unit prices shall include all labor, material, taxes and incidentals necessary to complete the item.

BIDDER'S INITIALS ED

BASE BID UNIT PRICES:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	GENERAL			
1. Palm Tree Removal – Lump Sum to Complete Scope-of-Work	1	JOB	L.S.	69,000

BASE BID CONSTRUCTION TOTAL: $ 44,000 . 00

(This amount to equal base bid on Page 00401-2)

AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible Bidder complying with these instructions and with the Notice Inviting Bids. The District, however, reserves the right to reject all bids, reject non-responsive bids and, so far as permitted by law, to waive any informality in the bids. If an award is made, the Contract shall be awarded within forty-five (45) calendar days after the opening of the bids.

The District will award this Contract under the following provisions.

A. The method for calculating the lowest bid will be as follows:

The lowest 'Base Bid' proposal price conforming to the plans and specifications for the project.

B. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the District from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

C. Within ten (10) days of the mailing by the District of the notification of award of Contract, the Contractor shall provide all bonds required and execute the formal Contract in proper form.

D. Within fifteen (15) days from the mailing by the District of notification to commence work, the Contractor shall commence work and shall complete the same within the allotted time and in accordance with the Contract Documents.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a Contractor in the State of California where the work is to be done and that his license covers the type of work for

BIDDER'S INITIALS ED

which this proposal is made in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code for the State of California.

INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen's compensation, and such other insurance as will protect him, and District from claims for damages and from personal injury, including death, which may arise from operation under this Contract, whether such operation by himself or by any Subcontractor or anyone directly or indirectly employed by him or either of them; and the certificates of such insurance will be filed at the time of execution of the Contract, and such coverage shall be in the amounts specified herein.

The Contractor at his own expense shall carry public liability insurance which shall not be less than $2,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contract and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy. Workmen's Compensation coverage as required and described by the State of California.

BONDS

The undersigned agrees to furnish the District with satisfactory labor and material bond in an amount equal to 100% of the Contract price, and a faithful performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from surety company or surety companies, satisfactory to the District.

The Payment Bond (Labor and Materials) shall be for not less than 100% of the Contract price, to satisfy claims of material suppliers and/or mechanics and laborers employed by the Contractor performing work. The bond shall be maintained by the Contractor and remain in full force until the work is accepted by the District and/or otherwise stated.

The Faithful Performance Bond shall be for 100% the Contract price, to guarantee faithful performance of all prescribed work within the time allotted, in a manner acceptable to the District.

Concurrent with executing a Contract with the District, the Contractor shall file with the District Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible Corporate Surety, authorized to issue such bonds in the State of California and secured through the offices of an authorized agent with an office in California. The Contractor shall pay for all bond premiums, costs and incidentals.

BIDDER'S INITIALS ED

Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.

Changes in the work or extensions of time, made after the contract, shall in no way release the Contractor or Surety from their obligations. Notices of such changes or extension shall be waived by the Surety.

PERMITS AND FEES

The Park District will provide the contractor with the initially required building permit, grading permit, and encroachment permit for the project if required. The contractor will be responsible for subsequent permit fees (including plan check fees) from the appropriate public authority(ies) for acts created by the contractor. These include but are not limited to contractor's modifications, substitutions and/or corrective modifications required during the course of the work from contractor's oversight or negligence. The contractor will not be responsible for subsequent plan check and permit fees for modifications requested by the District, District's Consultants, and plan clarification(s) for oversights by the District's Consultants.

The Contractor will also be required to obtain and pay for an "Encroachment Permit" for the transportation of materials and debris on city streets from the City of Simi Valley Department of Public Works. All incidentals (haul route plans, insurance certificates, securities, etc.) necessary to obtain the permits shall be provided by the contractor as part of the projects base bid proposal. A copy of the "Encroachment Permit" must be provided to the Park District prior to transportation of materials to and from the project site.

The contractor shall obtain and pay for other permits relating to City and county agencies, including business tax, haul and dump permits as required.

The contractor will arrange and pay for all meter and connection permits and/or any cost or fees for utilities, including water, sewer, electrical, telephone, storm drain, etc., for this project.

PREVAILING WAGE RATES

The District Manager of the Rancho simi Recreation and Park District by and on behalf of the Board of Directors has obtained the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workmen needed to execute the Contract from the Director of the Department of Industrial Relations of the State of California, and the same is on file in the office of the District. It shall be mandatory upon the Contractor to whom the Contract is awarded to pay not less than the said specified prevailing rates of wages to all workers employed by him in the execution of the Agreement.

BIDDER'S INITIALS ED

CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

Under Labor Code Section 1771.7, a contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code Section 1771.1)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to preform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body.

(2) In a format prescribed by the Labor Commissioner.

DIR MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of

Industrial Relations (California Labor Code Section 1771.4).

JOB SITE NOTICES

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

VISITING THE SITE

The undersigned has thoroughly examined the drawings, Project Manual including specifications, addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof.

DESIGNATION OF SUBCONTRACTORS: See Subcontractors List Document 00430-1.

ADDENDA

This bid includes ADDENDUM NO: 1 Dated: 1/12/2022

_____ _____

_____ _____

_____ _____

ASSIGNMENT

This Contract shall not be assigned by the Contractor.

TIMELINESS OF PERFORMANCE

Time is hereby expressly made and declared to be of the essence of this Contract and of each and every part thereof, and no act of forbearance by the District or extension by it of the time for the performance of any of the terms of this contractor, and no delay or failure on the part of the District in the exercise of any of its rights hereunder shall in any way constitute or operate as a waiver of or excuse for any future default on the part of the Contractor, or as a waiver, release or relinquishment of any of the right or powers herein conferred upon the District.

AFFIDAVIT

The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

The undersigned states that this is a genuine proposal and neither collusion nor made in the interest of any other person and has not included anyone to submit a sham bid or refrain from bidding.

NAME OF BIDDER SGD Enterprises DBA Four Seasons Landscapi

BY Ethan Darrison

TITLE Vice President

ADDRESS 14937 Delano St.

Van Nuys, CA 91411

PHONE NO. 818-922-4046

CONTRACTOR'S LICENSE NO. 662760 EXP. DATE 1/31/23

PRIMARY CLASS C27/D49/C61

SECONDARY CLASS

Department of Industrial Relations (D.I.R.) Registration No. 1000594916

(Note: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporation seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign).

Check one:
( ) Owner
( ) Partnership
( ) Company
(x) Corporation
( ) Other

END OF DOCUMENT

BIDDER'S INITIALS ED

SGD ENTERPRISES
FOUR SEASONS LANDSCAPING
14937 DELANO STREET, VAN NUYS, CA 91411
TEL (323) 658-1047 • FAX (661)434-4052

To whomever it may concern,

Ethan Darrison is an Authorized signer of SGD Enterprises DBA Four Seasons Landscaping

Stephen Darrison

Owner

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned SGD Enterprises DBA Four Seasons Landscaping as Principal, and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the Rancho Simi Recreation and Park District, hereinafter called the District, in the penal sum of Ten Percent of Amount Bid Dollar s ($ 10%), for the payment of which sum, in lawful money of the United States, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the District, the accompanying bid dated January 18, 2022, attached hereto for the WORK of the Project entitled: Palm Tree Removal Along Medea Creek in strict accordance with the specifications and drawings on file at the office of the Rancho Simi Recreation and Park District

NOW THEREFORE: If the above burden Principal shall not withdraw said bid within forty-five (45) days after the opening of the same, and, if the Principal is given Notice of Intent to Award Contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District in accordance with the Bid as accepted and, when required, give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or

In the event of the withdrawal of said bid within the period specified or the failure specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

THE SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the Bid Documents accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the Bid Documents.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 12th day of January, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SGD Enterprises DBA Four Seasons Landscaping
(Corporate Seal) Principal

By: Stephen Darrison

Title: Owner

The Ohio Casualty Insurance Company
(Corporate Seal) Surety

By: Shauna Lucero

Title: Shauna Lucero, Attorney-in-Fact

END OF DOCUMENT

Bid Bond
00411-1

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On 12th January 2022 before me, Pamela Severson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

PAMELA SEVERSON
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2281693
FRESNO COUNTY
My Comm. Exp. April 15, 2023

Signature Pamela Severson (Seal)

RE: SDG Ent

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201632 - 988470**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shauna Lucero

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of July, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of January, 2022.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: February 2, 2022

TO: District Manager

FROM: Director of Planning and Maintenance

SUBJECT: Authorization to Solicit Bids for Tree Trimming and Pruning Services at Various District Parks in Oak Park

BACKGROUND:

At its meeting on September 2, 2021, the Board authorized staff to solicit bids for tree trimming and pruning services at various District parks in Simi Valley. As part of staff's written report and presentation, it was noted that this year's tree trimming and pruning contracts for Simi Valley and Oak Park would be separated into two separate bid packages.

On November 18, 2021, the Board awarded a contract to West Coast Arborist, Inc. of Anaheim, California to perform this year's tree trimming and pruning services in Simi Valley. Work on this project commenced on January 18, 2022, with a tentative completion date of February 18, 2022.

While the District's tree work specifications and guidelines for Simi Valley remained the same as in previous years, the Oak Park Committee recently requested that the District follow more stringent practices regarding the trimming, pruning, and removal of trees in the Oak Park area, including the presence of a certified arborist while the work is being performed.

DISCUSSION:

For the Oak Park area, staff is proposing that 123 trees within our developed park sites and open space areas be included in the bid package. The specifications for the project will be based on a modified version of the Park District's standardized specifications for tree trimming and pruning contracts utilizing the Western Chapter of the International Society of Arboriculture Standards. These specifications also include a provision that the awarded contractor must retain the services of a certified arborist to monitor the work.

On January 13, 2022, the Oak Park Recreation and Park Planning Committee was presented with a staff report which included a draft of the proposed modified tree trimming and pruning specifications plus a detailed pictorial of the trees selected in Oak Park. At that time, staff requested that the Oak Park Committee review the trees in the field and provide comments and/or alternative recommendations to staff by February 11, 2022. Based on the comments received, staff will revise the final bid package and solicit bids for the project in the early part of March 2022.

FINANCIAL IMPACT:

Adequate funding for this project has been earmarked in the District's *Final Budget for Fiscal Year 2021-22*, under the Oak Park Assessment Fund (Fund 30) for Contract Services.

BOARD ACTION REQUESTED:

That the Board approve staff's request for Authorization to Solicit Bids for Tree Trimming and Pruning Services at Various District Parks in Oak Park.

Wayne Nakaoka
Director of Planning and Maintenance

RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: February 2, 2022

TO: District Manager

FROM: Director of Administration

SUBJECT: Adoption of Resolution No. 2026 Directing Preparation of the Engineer's Report for the Continuation of the Parks, Recreation and Open Space Maintenance and Improvement District of the Rancho Simi Recreation and Park District

INTRODUCTION

In furtherance of the previously adopted maintenance and improvement assessment, the Board must annually direct the preparation of an Engineer's Report. This action represents one in a series of steps relating to the Board's consideration of the annual levy of the voter-adopted assessment.

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 to, an Engineer's Report was approved and an assessment was levied upon the properties located within the District's boundaries. Two additional funds were added to the District's annual budget to separately account for assessment monies, Fund No. 30-0-0000-2 for Oak Park and Fund No. 30-0-0000-1 for Simi Valley. Current year estimates of assessment revenues are $170,000 for Oak Park and $1,750,800 for Simi Valley.

Annually, the Board must take various actions to continue the assessment, or levy. The dates by which these actions should occur were incorporated into the Board Approved FY 2022/23 District Budget Calendar. The levy procedure closely tracks the District's time line for consideration and adoption of the District's budget, project priorities, and 5-year plan.

On January 21, 2021, the Board approved a three year contract with SCI Consulting Group ("SCI"), on similar terms for the services to be rendered in each of the following three years. SCI has consistently demonstrated its expertise with assessments and the assessment process as it relates to Rancho Simi Recreation and Park District.

The next step of the assessment process requires the Engineer to prepare an Engineer's Report. This Report will establish the proposed budget for the park and recreation services to be possibly funded with the 2022/23 assessments, and will examine the general and specific benefits received from the park maintenance and improvements by property within the District, as well as the method of assessment apportionment to lots and parcels within the District.

The Board adopted budget for the current fiscal year allocated assessment funds towards maintenance and operations expenditures.

BOARD ACTION REQUESTED

Staff recommends the Board approve the attached Resolution directing SCI Consulting Group to prepare an Engineer's Report for Fiscal Year 2022/23.

Theresa Pennington
Director of Administration

RESOLUTION NO. 2026

A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT

FOR THE CONTINUATION OF THE
PARKS, RECREATION AND OPEN SPACE MAINTENANCE AND IMPROVEMENT DISTRICT

OF THE
RANCHO SIMI RECREATION AND PARK DISTRICT

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

1. On November 18, 1999 by its Resolution No. 1388, 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 "Assessment 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).

2. The purpose of the Assessment District is for the installation, maintenance and servicing of improvements to the Rancho Simi Recreation and Park District, as described in Section 3 below.

3. Within the Assessment District, the existing and proposed improvements to be undertaken by the Parks, Recreation and Open Space Maintenance and Improvement District are generally described as 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 guards, 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. 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.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Governing Board for submission to the Board.

PASSED AND ADOPTED this 2nd day of February, 2022 by the following vote, to wit:

AYES :

NOES:

ABSENT:

ABSTAIN:

_____

Chair of the Board of Directors
Rancho Simi Recreation and Park District

RANCHO SIMI RECREATION AND PARK DISTRICT

INTEROFFICE MEMORANDUM

DATE: February 2, 2022

TO: District Manager

FROM: Recreation Supervisor

SUBJECT: Review and Provide Direction Regarding Before and After School Club and Teen Club Proposed Fee Increases for School Year 2022-2023

BACKGROUND

A variety of local organizations strive to meet the childcare needs of the community through a variety of grant funded programs, non-profit organizatrions, and private businesses both on Simi Valley Unified School District campuses and at off-site locations. The grant based prgoram ASES provides no-cost childcare to families on three elementary school campuses, while non-profit organizations provide subsidized childcare at their own facilities. Faith based organizations and local businesses provide diverse childcare options throughout the city. The YMCA serves the community with on-campus options, in addition to programs at their main facility. Many local employers also provide support with childcare costs through employer reimbursement programs.

As a part of meeting the larger community need, the District provides Before and After School Club services on eight elementary school campuses and three middle school campuses. Morning care hours begin at 6:45am and after care hours begin at school dismissal through 6:00pm. Targeted staff-to-youth ratios are 1:10 at the elementary schools, and 1:15 at the middle schools. A Club Director at each elementary school site is responsible for the day-to-day operations and oversight of the Assistant Director(s), Counselors, Aides, and volunteers at their site.

Throughout the pandemic staff have worked diligently to adapt to changing requirements. The 2020-21 school year was transformed to a full day program as the school district adopted a virtual model and later a limited in person model. Academic support became a key feature of the program as staff adopted roles as paraeducators, supporting youth with day-to-day academics, serving as a conduit between teachers and parents and monitoring youth achievements and shortcomings. Enrollment sharply declined due to lack of need for childcare as many families worked from home. The 2021-22 school year returned to in-class instruction with adaptations guided by State and County standards. Enrollment increased from the PAL program as students returned to school campuses. While enrollment has begun to trend upward, the programs total enrollment (470) still falls well short of peak enrollment prior to COVID-19. Decreases in enrollment are attributed to parent apprehension, the persistent rise and fall of COVID case numbers, increased opportunities to work from home which lessen the demand for childcare, and permanent change in habits for some families.

A 3% increase for the Before and After School Club Program fees and daily Day Camp rate, and a 5% increase for Teen Clubs was implemented in the 2019-20 school year. The 2020-21 school year fee structure was based on a full-day program and was highly subsidized by the District. A 3% increase was implemented for the 2021-2022 school year.

DISCUSSION

The effects of the pandemic continue to heavily impact the programs. In addition to fluxuating enrollment, increased hourly wages have had a dramatic effect. Over the past three years, part-time staff have seen a significant increase in hourly wages per state law and the District's commitment to maintaining reasonable pay difference between classifications. While staff have been dilgent in minimizing expenditures, particularly in the last two years, the cost of goods and services also continues to rise, inhibiting the purchase of supplies traditionally expected of the programs.

The 2018-19 school year produced revenues totalling $2,162,335 with operating costs of $2,246,808, resulting in an $84,473 subsidy. The 2020-21 school year, impacted by COVID, produced revenues of $538,529 with operating costs of $1,641,963, resulting in a $1,103,434 subsidy. The current 2021-22 school year is expected to produce revenues of $1,354,760 with operating costs of $1,874,008, resulting in a $519,248 subsidy. Despite a steady incline in enrollment, attendance numbers are not expected to match pre-COVID conditions in the coming year, which will inevitably produce another year of substantial subsidy.

While the programs have seen a modest increase in pricing over the years, the increase has not been enough to offset the increase in hourly wages, goods and services due to shortages and inflation.

The programs most cumbersome direct costs are wages. Part time staff fee adjustments, driven by minimum wage increases, resulted in a 6.7% increase this year for over 40 counselors. Though a prior reclassification of Assistant Directors from Class III to Class IV reduced the wage gap between Assistant Director and Site Director, many of those positions remained vacant for the 2021-22 school year due to reduced enrollment and cost saving strategies. While these Assistant Director positions are expected to be filled at the end of the current school year or as we transition into 2022-23 school year, staffing shortages and recruitment continue to be of concern.

An increase of $30 per month (9%) would maintain the status of the program and allow the program revenues to continue to keep pace with increasing costs caused by rising wages and supply costs.

Management staff strives to lead programs that maintain a reasonable, competitive price and allow accessiblity to all, but is also priced to be fiscally responsible and implemented by fairly compensated staff.

The Before and After School Club and Teen Clubs Program continues to offer support to qualifying low-income families by offering a 20% discount through the District-wide adopted program.

In addition to the current fee structure, there is an alternative to modify the current discount program which could offer a greater percentage discount to families that already meet the criteria, or expand the qualifications so that additional families qualify at the current 20% off discount, or a combination of both, increasing the discount amount and adjusting the criteria.

Another alternative in lieu of the discount program, could be a grant/scholarship program that would benefit existing participants, as well as future participants. Allocated funds would be awarded to participants based on pre-determined qualifications that are in line with income levels identified by Federal/State/County. The grant/scholarship program could be developed to have a broader reach by adding additional qualifications, criteria and verification methods, allowing additional families to qualify with increased levels of support as compared to what is currently provided.

Staff will further describe the possible scope and parameters of modifying the current discount program or describe the grant/scholarship program at the meeting to receive input and feedback from the Board of Directors.

ALTERNATIVES

Alternatives for discussion and consideration include:

Alternative 1 - Implement increase (6%) from $339/month to $359/month (ASC), $122/month to $129/month (BSC), $255/month to $270/month (Teen Clubs), including the current discount program. This is consistent with a CPI of 3% and accounts for the 2020-21 School Year in which a 3% CPI was not implemented.

Alternative 2 - Implement increase (9%) from $339/month to $369/month (ASC), $122/month to $133/month (BSC), $255/month to $278/month (Teen Club), including the current discount program. This is consistent with the need to operate the programs at current levels, keeping pace with rising wages and supply costs.

Alternative 3 - Implement increase (3%) from $339/month to $349/month (ASC), $122/month to $126/month (BSC), $255/month to $263/month, including the current discount program. This is consistent with a CPI of 3%.

Alternative 4 - Implement no fee increase and maintain current discount program.

Alternative 5 - Decrease fees and maintain the current discount program

Alternative 6 - Implement fee structure in Alternative 1, 2 or 3 with a modified discount program.

Alternative 7 - Implement fee structure in Alternative 1, 2 or 3 with a grant/scholarship program.

RECOMMENDATIONS

Staff recommend the Board of Directors review the alternatives and provide direction to staff.

Danielle June

Danielle June
Recreation Supervisor