

Valley-Wide Recreation and Park District Board of Directors

Division 1 Nick Schouten President	Division 2 Steve Simpson Director	Division 3 Jan Bissell Secretary	Division 4 John Bragg Vice President	Division 5 Noah Rau Director
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Regular Meeting of the Board of Directors AGENDA

Monday, September 21, 2020, 5:30 P.M.

Public Teleconference: URL to Join:

<https://us02web.zoom.us/j/83500632975?pwd=WHhtNXJkCkDFycjRCUms4Um5FRGR1dz09>

Or join by phone: Dial (for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 408 638 0968 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 876 9923

Webinar ID: 835 0063 2975, **Passcode:** 048988

Welcome to the Board of Directors Meeting

IMPORTANT MESSAGE: (Special Teleconference Meeting Procedures) In compliance with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic, this meeting is being conducted utilizing teleconferencing and electronic means.

Anyone who wishes to address the Board regarding items not on the agenda may do so under item #7 "Public Comment" when the President requests comments from the audience. You may do so by selecting the "Raise Hand" button on your computer or press *9 on your telephone. You will be called upon when it is your turn to speak. Presentations are limited to three (3) minutes.

Individuals who wish to address the Board regarding items on the agenda should select the "Raise Hand" button on your computer or press *9 on your telephone prior to the item you wish to comment on. Public Comments regarding agenda items will take place prior to Board discussion of each item. Presentations are limited to three (3) minutes.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact, Lanay Negrete, Clerk of the Board, at Lanay@GoRecreation.org. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to this meeting.



Agenda posting, and meetings are done in accordance with Ralph M. Brown Act Government Code § 54954.2 and 54953. **PLEASE NOTE:** District agendas are posted at least 72 hours in advance of regular meetings at the District Office, 901 W. Esplanade Avenue, San Jacinto, California.

EXECUTIVE CLOSED SESSION (5:30 P.M.)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code section 54956.9(d)(1)
Name of case: (1 case; 5:16-cv-00088 JGB (KKx) Carol Tounget v. Valley-Wide Recreation and Park District)

REGULAR SESSION (6:00 P.M.)

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. AGENDA APPROVAL
6. RECOGNITION, PROCLAMATION
 - None
7. PUBLIC COMMENTS – NON-AGENDA ITEMS
8. BOARD COMMENTS
 - 8.01. Board members wishing to comment may do so at this time
9. VALLEY-WIDE CLEARING ACCOUNTS CHECK LIST
 - 9.01. **July 2020:** 107331-107642; EFT070920, ET071020, EFT071020A, EFT071720, ET072320, EFT072920, EFT072920A
 - 9.02. **August 2020:** 107643-108019; EFT080120, EFT08062020, EFT080720, EFT081020HI, ET081420, EFT082120, EFT08212020, EFT082820
10. FINANCIAL STATEMENTS FOR July 2020 and August 2020 – Receive and File
11. PRESENTATION
 - 11.01. None

12. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Board or audience request specific items to be removed from the Consent Calendar for separate discussion and action under Consent Items Held Over of the Agenda.

- 12.01. Waiver of reading in full any and all Ordinances listed on this Agenda and provide that they be read by title only.
- 12.02. Approval of Minutes for the Regular Meeting of August 4, 2020
- 12.03. **French Valley Community Facilities District (CFD) Zone 19 (French Valley Marketplace) Formation**
 - Board of Directors consideration to approve **Resolution No. 1148-20**, Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.
- 12.04. **Community Facilities District No. 2020-1 (Water Quality Management plan) Formation**
 - Board of Directors consideration to approve **Resolution No. 1149-20**, Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.
- 12.05. **Menifee South Community Facilities District (CFD) Zone 1 (La Ventana Ranch) Formation**
 - Board of Directors consideration to approve **Resolution No. 1150-20**, Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.
- 12.06. **Winchester Community Facilities District (CFD) Zone 22 (Winchester Ranch) Formation**
 - Board of Directors consideration to approve **Resolution No. 1151-20**, Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.

12.07. Winchester Community Facilities District (CFD) Zone 21 Formation

- Board of Directors consideration to approve **Resolution No. 1152-20**, Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.

12.08. Award of the Playground Replacement Project - 2020

- Board of Directors consideration to approve the following:
 1. Adopt the Plans and Specification for the Playground Replacement Project-2020; and
 2. Award bid to Ortco, Inc., the lowest responsive and responsible bidder, and waive any and all minor irregularities in the bidding documents as submitted by said bidder; and
 3. Authorize the General Manager to execute the Construction Agreement and Purchase Order between Valley-Wide Recreation and Park District and Ortco, Inc. in the amount of \$79,900; and
 4. Authorize the General Manager to approve the appropriate as-needed Changed Order(s) necessary for the execution of the work, in accordance with the signature authorization policy.

13. CONSENT ITEMS HELD OVER

14. PUBLIC HEARING

14.01. Detachment of Territory within Winchester Park and Landscape Maintenance District, Zone 4

- Board of Directors detach territory within Winchester Park Landscape Maintenance District (LMD) Zone 4 by taking the following actions:
 1. Hold public hearing; and
 2. Adopt **Resolution No. 1153-20**, A Resolution of the Board of Directors of the Valley-Wide Recreation and Park District, ordering the detachment of territory from the Winchester Park and Landscape Maintenance District, Zone 4

15. ACTION ITEMS

15.01. Amendment of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974

- Board of Directors consideration to adopt **Resolution No. 1154-20** approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

15.02. Salt Creek Trail License Agreement

- Board of Directors consideration to
 1. Approve the Salt Creek Trail License Agreement between Riverside County Flood Control and Water Conservation District and Valley-Wide Recreation and Park District; and
 2. Authorize the General Manager to execute the Salt Creek Trail License Agreement.

15.03. Agreement for Design, Construction, Operation and Maintenance of a Sports Park located in Riverside County SP 293

- Board of Directors consideration to
 1. Approve the Agreement for Design, Construction, Operation and Maintenance of a Sports Park located in Riverside County Specific Plan (SP) No. 293; and
 2. Authorize the Board President and General Manager to execute the agreement.

15.04. Professional Service Agreement for Enterprise Fleet Management Solutions and Surplus of Vehicles

- Board of Directors consideration to
 1. Authorize the General Manager to execute a Professional Services Agreement between Valley-Wide Recreation and Park District and Enterprise Fleet Management Solutions; and
 2. Enter the Enterprise Lease Program, with the initial annual amount of \$35,837.40; and
 3. Adopt **Resolution No. 1155-20** Declaring Surplus Property

15.05. Professional Services Agreement with French Valley Park Specialist for COVID-19 Emergency Protective Measures

- Board of Directors consideration to
 1. Ratify the Professional Services Agreement between Valley-Wide Recreation and Park District and French Valley Park Specialist for Emergency Protective Measures pertaining to COVID-19; and
 2. Retroactively authorize the month-to-month extension of the Professional Services Agreement for Emergency Protective Measures from July 1, 2020, until such measures are deemed no longer needed.

15.06. Professional Services Agreement with Adame Landscape, Inc. for COVID-19 Emergency Protective Measures

- Board of Directors consideration to
 1. Ratify the Professional Services Agreement between Valley-Wide Recreation and Park District and Adame Landscape, Inc. for Emergency Protective Measures pertaining to COVID-19; and
 2. Retroactively authorize \$11,117 in expenses that exceeded the initial agreement amount; and
 3. Retroactively authorize the month-to-month extension of the Professional Services Agreement for Emergency Protective Measures from July 1, 2020, until such measures are deemed no longer needed.

15.07. Plumbing Service Purchase Order

- Board of Directors consideration to authorize Purchase Orders, with a total not-to-exceed amount of \$100,000 in Fiscal Year 2020/2021, to engage services of plumbing companies to complete basic maintenance repairs as well as other plumbing services needed within the District.

15.08. Nomination of Dean Wetter to the California Association for Park and Recreation Indemnity Board of Directors

- Board of Directors consideration to approve **Resolution No. 1156-20**, supporting the nomination of Dean Wetter to the California Association for Park and Recreation Indemnity Board of Directors.

16. ITEMS FOR BOARD INFORMATION, DISCUSSION, DIRECTION

- 16.01.** General Manager's Report
 - District Updates
- 16.02.** LAFCO 2020-14-3 - Annexation to Valley-Wide Recreation and Park District – Certificate of Completion (TR No. 31130)
- 16.03.** Report from Board of Directors Ad Hoc Committees
- 16.04.** News Articles, Thank You's, and Recreation Reports

17. ADJOURNMENT

The next regularly scheduled Board of Directors meeting is scheduled for Monday, October 19, 2020 at 5:30 p.m. at the Valley-Wide District Office located at 901 W. Esplanade Avenue, San Jacinto California, 92582. In response to the COVID-19 pandemic and in compliance with California Governor Newsom's Executive Orders N-29-20, this meeting may be held electronically. If applicable, more information will be provided and available on the October 19, 2020 Board Agenda.

I, Lanay Negrete, Clerk of the Board of Valley-Wide Recreation and Park District, do hereby certify that I caused to be posted the foregoing agenda this 21st day of September 2020 as required by law.

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VALLEY-WIDE CHECK LISTS

***July
2020***

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Valley-Wide Recreation Park District
Check List abbreviations Definitions

LOCATION ABBREVIATIONS

VW	VALLEY-WIDE
EH	ECHO HILLS
FV	FRENCH VALLEY
MEN	MENIFEE LMD 88-1
MEN NO,MN	MENIFEE NORTH LMD
MEN SO,MS	MENIFEE SOUTH LMD
MW,MEN WEST	MENIFEE WEST OPERATIONS AND MAINTENANCE
DVAC	DIAMOND VALLEY AQUATIC CENTER(POOL)
DVLCP	DIAMOND VALLEY LAKE COMMUNITY PARK
RBV CC	FV RANCHO BELLA VISTA COMMUNITY CENTER
KC	KAY CENICEROS SENIOR CENTER-MENIFEE WEST
LAZY CRK,LC	LAZY CREEK CENTER-MENIFEE WEST
RC	RIVERCREST LMD
PD / PARK DEV	PARK DEVELOPMENT
VVCC	VALLE VISTA COMMUNITY CENTER
WIN,WP	WINCHESTER PARK/COMMUNITY CENTER
WIN PARK	WINCHESTER PARK LMD
WIN TRAILS	WINCHESTER TRAILS-WINCHESTER PARK LMD

OTHER ABBREVIATIONS/DEFINITIONS

PKS	PARKS
SS	STREETSCAPES
GSB	GIRLS SOFTBALL
REF	REFUND
MAIN	MAINTENANCE
OPERATIONAL	PARK REPAIRS, IRRIGATION REPAIRS, TRASH PICK-UP, SECURITY, PARK OPERATIONS.
REC	RECREATION
IRRIG	IRRIGATION
REP	REPAIRS

Valley-Wide Recreation Park District
Check List
July 31, 2020

Check Date	Check #	Issued to	Explanation	Amount
7/1/2020	107331	APPLE VALLEY COMMUNICATIONS, INC.	MACC PERFORMED FIRE TEST 1-SITE	1,595.00
7/1/2020	107332	CITY OF HEMET	VW,EH UTILITIES 2-LOCATIONS	1,117.91
7/1/2020	107336	FARGO PLUMBING	VW PLUMBING/WATER HEATER REPAIRS 2	6,573.00
7/1/2020	107337	MASTER CARE COMMERCIAL JANITORIAL	VW,MEN,CONT SRV. 6-SITES	2,395.00
7/1/2020	107340	STAPLES CREDIT PLAN	VW,EH SUPPLIES 2-PROGRAMS	620.44
7/2/2020	107345	EDDIE GEORGE	FOURTH OF JULY FIREWORKS LIVE STREA	300.00
7/2/2020	107346	HEMET FENCE CORP	VW CHAIN LINK REPAIRS 1-SITE	2,100.00
7/2/2020	107349	WRIGHT SEPTIC TANK PUMPING	VVCC SEPTIC MAINTENANCE 1-SITE	1,285.00
7/6/2020	107350	ADAME LANDSCAPE	FV RECYCLED WATER RETROFIT	35,346.47
7/6/2020	107351	ALLEN TIRE CO. INC.	VW VEHICLE MAINT. 1-VEH.	665.85
7/6/2020	107353	COMMERCIAL DOOR MEDICS	VW DOOR REPAIRS	428.14
7/6/2020	107355	HEMET VALLEY PIPE & SUPPLY	VW OPERATIONAL 1-SITE	450.17
7/6/2020	107356	LAKE HEMET MUNICIPAL WATER DIS	VW UTILITIES 2-SITES	8,163.77
7/6/2020	107360	SHRED IT	VW OFFICE SHREDDING	688.82
7/6/2020	107361	TEMPLE 57	SECURITY SRV. COVID-19`	3,000.00
7/6/2020	107362	THE PRESS ENTERPRISE	FVCFD,WCFD LEGAL ADVERTISING	2,044.80
7/6/2020	107363	VJ GRAPHICS	VW COVID-19 EXPENSES ALL DISTRICTS	1,400.75
7/6/2020	107364	WEX BANK	GAS BILL 10-SITES	2,405.53
7/6/2020	107365	WHITE NELSON DIEHL EVANS LLP	VW AUDIT SERVICES	650.00
7/6/2020	107366	EMWD	MN UTILITIES 1-PK	2,000.36
7/8/2020	107368	LOWE'S BUSINESS ACCOUNT	VW,EH,FV OPERATIONAL + COVID-19 EXP.	3,318.50
7/8/2020	107369	PITNEY BOWES PURCHASE POWER	VW POSTAGE 5-PROGRAMS	420.99
7/8/2020	107373	WASTE MANAGEMENT	VW,MEN,FV,MN TRASH-PK-UP 10-SITES	2,807.08
7/8/2020	107374	FRONTIER COMMUNICATIONS	VW,MEN,FV,MN 11-PHONES	2,531.06
7/9/2020	107376	ADAME LANDSCAPE	FV IRRIG REPAIRS 1-PK	370.98
7/9/2020	107377	ADAME LANDSCAPE	VW,FVCFD,MS GRAFFITI REMOVAL 2-PKS 1	749.75

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July 31, 2020

Check Date	Check #	Issued to	Explanation	Amount
7/9/2020	107378	ADAME LANDSCAPE	VW PLANTING REPLACEMENT 2-PKS	2,073.75
7/9/2020	107379	ADAME LANDSCAPE	MEN IRRIG/PK REPAIRS+ PLANT.+COVID-1	10,149.61
7/9/2020	107380	ADAME LANDSCAPE	MN IRRIG/PK REPAIRS + PLANTING 3-PKS	4,921.79
7/9/2020	107391	FRENCH VALLEY PARK SPECIALIST	FV IRRIG/PK REPAIRS + COVID-19 EXP. 6-I	4,462.50
7/9/2020	107392	FRENCH VALLEY PARK SPECIALIST	FV GRAFFITI REMOVAL 2-PKS	387.75
7/9/2020	107395	ADAME LANDSCAPE	MS IRRIG REPAIRS + COVID-19 EXP. 1-PK	420.85
7/9/2020	107396	ADAME LANDSCAPE	MN IRRIG REPAIRS 1-PK 4-SS	1,627.15
7/9/2020	107398	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + COVID-19 EXP. 4-PKS	1,115.10
7/9/2020	107399	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 6-PKS 4-SS	3,067.71
7/9/2020	107400	ADAME LANDSCAPE	MEN IRRIG REPAIRS +COVID-19 EXP. 3-PK	786.82
7/9/2020	107402	ADAME LANDSCAPE	VW IRRIG/PK REPAIRS 4-PKS	10,159.46
7/9/2020	107403	ADAME LANDSCAPE	EH PLANTING REPLACEMENT 1-SITE	754.80
7/9/2020	EFT070920	VALLEY-WIDE RECREATION AND PARK DIS	VW PAYROLL #14	89,074.47
7/10/2020	107404	ANTHONY'S HEATING & AIR CONDITIONING, INC.	VW HVAC MAINT. 3-SITES	1,425.00
7/10/2020	107405	APPLE VALLEY COMMUNICATIONS, INC.	MACC ALARM REPAIRS/BATTERY REPLACEM	1,342.25
7/10/2020	107409	EMWD	FV,FVCFD,MN UTILITIES 3-PKS 7-SS	22,051.72
7/10/2020	107410	EMWD	FV UTILITIES 3-PKS 8-SS	19,460.05
7/10/2020	107411	EMWD	MEN UTILITIES 5-PKS 8-SS	14,583.51
7/10/2020	107412	EMWD	MN,WCFD UTILITIES 2-PKS 6-SS	12,527.61
7/10/2020	107413	EWING	VW,DVLCF OPERATIONAL 2-SITES	1,986.39
7/10/2020	107414	OVERNIGHT INDUSTRIAL SUPPLY	VW,FV,MEN,EH JANITORIAL SUPPLIES 10-S	11,557.62
7/10/2020	107415	SCE	VW UTILITIES 2-SITES	632.83
7/10/2020	107416	SCE	FV,FVCFD,WCFD 3-PKS 7-SS	1,115.46
7/10/2020	107417	SCE	MEN,FV UTILITIES 6-PKS 12-SS	1,134.52
7/10/2020	107419	T-MOBILE	VW,MEN,FV,EH 20-PHONES	305.67
7/10/2020	107420	TYLER SUMRALL	VW ADMIN/SPORT CENTER TECH UPDATE	536.25

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7/10/2020	107422	VORTEX INDUSTRIES,INC.	MACC DOOR REPAIRS 1-SITE	1,153.40
7/10/2020	EFT071020	PERS	RETIREMENT	8,835.25
7/10/2020	EFT071020A	PERS	GROUP HEALTH INSURANCE	29,822.72
7/14/2020	107423	EMWD	FV,MS UTILITIES 1-PK 4-SS	8,556.59
7/14/2020	107424	EMWD	VW,MEN UTILITIES 5-SITES	17,263.95
7/14/2020	107425	HI-TECH PROFESSIONAL SECURITY	SECURITY SERVICES 13-SITES	1,332.00
7/14/2020	107427	SPECTRUM / TIME WARNER CABLE	VW INTERNET/PHONE 3-SITES	1,477.32
7/14/2020	107430	BSN SPORTS	VW OPERATIONAL 1-SITE	2,471.85
7/14/2020	107431	FRONTIER COMMUNICATIONS	VW,EH,MEN,FV,MN 6-PHONES	989.41
7/14/2020	107432	WEST COAST SAND AND GRAVEL, INC.	ECHO HILLS OPERATIONAL	4,321.74
7/14/2020	107433	B & W PIPE & SUPPLY CO.	VW OPERATIONAL 8-SITES	695.13
7/14/2020	107435	HARRIS REVOCABLE TRUST 1988	VW UTILITIES COTTONWOOD PARK	876.53
7/14/2020	107436	HEMET VALLEY TOOL	VW OPERATIONAL 8-SITES	1,843.58
7/15/2020	107437	GREGG WORTHINGTON	REIMBURSEMENT	321.24
7/15/2020	107438	ADAME LANDSCAPE	FV COVID-19 EXPENSES 2-PKS	817.50
7/15/2020	107439	ADAME LANDSCAPE	MEN COVID-19 EXPENSES 3-PKS	1,226.25
7/15/2020	107440	ADAME LANDSCAPE	MS COVID-19 EXPENSES 2-PKS	817.50
7/15/2020	107441	ADAME LANDSCAPE	MN COVID-19 EXPENSES 5-PKS	2,043.75
7/15/2020	107442	ADAME LANDSCAPE	FVCFD COVID-19 EXPENSES 2-PKS 1-SS	1,226.25
7/15/2020	107443	FRENCH VALLEY PARK SPECIALIST	FV COVID-19 EXPENSES 3-PKS	817.50
7/15/2020	107444	FRENCH VALLEY PARK SPECIALIST	FV COVID-19 EXPENSES 10-PKS	4,087.50
7/15/2020	107445	ADAME LANDSCAPE	VW COVID-19 EXPENSES 2-PKS	817.50
7/15/2020	107446	ADAME LANDSCAPE	WCDFD COVID-19 EXPENSES 1-PK	408.75
7/16/2020	107447	CR&R	VW OPERATIONAL 6-SITES	2,457.43
7/16/2020	107448	IE ALARM SYSTEMS	MACC ALARM REPAIRS	357.80
7/16/2020	107450	PACIFIC RIM MECHANICAL	MACC QRTLTY HVAC MAINT.	2,741.00

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7/16/2020	107452	ADP, LLC	VW PAYROLL PROCESSING	969.41
7/16/2020	107453	COUNTY OF RIVERSIDE	VW LAFCO FEES	3,510.96
7/16/2020	107454	DIGITAL DEPLOYMENT/STREAMLINE	VW WEBSITE ADMINISTRATION	400.00
7/16/2020	107455	DOSS TENNIS COURTS	FV GYM FLOOR REPAIRS	3,265.00
7/16/2020	107457	HOME DEPOT CREDIT SERVICES	VW,MEN OPERATIONAL + COVID-19 EXP. <	336.66
7/17/2020	107459	SCE	MN,MS,WCFD UTILITIES 2-PKS 8-SS	3,266.61
7/17/2020	107460	SCE	VW,RC,MEN,FV,FVCFD UTILITIES 6-PKS 12	1,776.03
7/17/2020	107461	DOSS TENNIS COURTS	MEN GYM FLOOR REPAIRS	3,280.00
7/17/2020	EFT071720	CITI CARDS	VW,EH,MEN,FV,MN,WP 28 PROGRAMS	3,445.17
7/20/2020	107462	EMWD	FV,FVCFD UTILITIES 3-PKS 4-SS	11,178.09
7/20/2020	107463	EMWD	FVCFD,WCFD UTILITIES 3-PKS 2-SS	15,050.82
7/20/2020	107464	EMWD	FV UTILITIES 6-PKS	18,780.48
7/20/2020	107465	EMWD	FV UTILITIES 2-PKS 3-SS	22,847.91
7/20/2020	107466	EMWD	FV UTILITIES 11-SS	20,153.93
7/20/2020	107467	EMWD	FV UTILITIES 13-SS	20,990.37
7/20/2020	107468	EMWD	FV UTILITIES 9-SS	21,322.10
7/20/2020	107471	SCE	VW UTILITIES 3-SITES	4,006.98
7/20/2020	107472	SOUTHLAND AQUATIC MANAGEMENT	VW,MEN POND/FOUNTAIN SERVICES	985.00
7/21/2020	107474	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 5-PKS 5-SS	4,093.51
7/21/2020	107475	ADAME LANDSCAPE	MN IRRIG REPAIRS 3-PKS 4-SS	2,386.77
7/21/2020	107476	ADAME LANDSCAPE	MS IRRIG REPAIRS 3-PKS 2-SS	1,494.16
7/21/2020	107477	ADAME LANDSCAPE	MEN IRRIG REPAIRS + PLANTING 1-PK 3-S	12,082.32
7/21/2020	107479	FRENCH VALLEY PARK SPECIALIST	FV GRAFFITI REMOVAL 2-PKS	404.75
7/21/2020	107482	ADAME LANDSCAPE	FV IRRIG REPAIRS +COVID-19 EXP. 3-PKS	1,524.39
7/21/2020	107483	ADAME LANDSCAPE	FV CONT MAIN HERITAGE RANCH PARK #3	5,136.54
7/22/2020	107485	ADAME LANDSCAPE	MEN,MCFD,FV,FVCFD,MN DELIVERY OF BAI	3,895.63

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7/22/2020	107488	EMWD	MEN,FV UTILITIES 6-PKS 8-SS	17,240.32
7/22/2020	107489	EMWD	MN,MS UTILITIES 5-PKS 12-SS	18,215.32
7/22/2020	107490	EMWD	MS UTILITIES 2-PKS 9-SS	22,105.01
7/22/2020	107491	EMWD	MS,WP UTILITIES 3-PKS 1-SS	8,273.67
7/22/2020	107492	SCE	FV,FVCFD,MN,WP UTILITIES 3-PKS 13-SS	1,273.20
7/22/2020	107493	SCE	MEN UTILITIES 4-PKS 9-SS	2,307.90
7/22/2020	107494	SCE	MN,MS,WP UTILITIES 5-PKS 11-SS	1,139.09
7/23/2020	EFT072320	VALLEY-WIDE RECREATION AND PARK DIS	VW PAYROLL #15	85,881.81
7/24/2020	107496	ADAME LANDSCAPE	FVCFD CONT MAINT ASSEMBLAGE	369.03
7/24/2020	107497	ADAME LANDSCAPE	FV CONT MAIN TRACT - 28695	1,121.76
7/24/2020	107498	ADAME LANDSCAPE	FVCFD CONT MAIN AVENA TR 36536	1,569.15
7/24/2020	107499	ADAME LANDSCAPE	VW CONT MAINT BILL GRAY PARK	1,352.52
7/24/2020	107500	ADAME LANDSCAPE	FVCFD CONT MAIN CALCUTTA	394.22
7/24/2020	107501	ADAME LANDSCAPE	FV CONT MAIN CB TRACT 29114	495.54
7/24/2020	107502	ADAME LANDSCAPE	WPCFD CON MAIN CONESTOGA PK	2,786.21
7/24/2020	107503	ADAME LANDSCAPE	VW CONT MAIN COTTONWOOD PARK	601.08
7/24/2020	107504	ADAME LANDSCAPE	FV CONT MAIN CROWN VALLEY PK TENNIS	404.25
7/24/2020	107505	ADAME LANDSCAPE	FV CONT MAIN CROWN VALLEY VILLAGE	1,638.17
7/24/2020	107506	ADAME LANDSCAPE	VW CONT MAIN DVL AQUATIC	1,837.50
7/24/2020	107507	ADAME LANDSCAPE	VW CONT MAIN-DVL FIELDS	8,574.95
7/24/2020	107508	ADAME LANDSCAPE	MN CONT MAIN DISCOVERY PARK	4,813.95
7/24/2020	107509	ADAME LANDSCAPE	VW CONT MAIN ECHO HILLS GOLF COURSE	7,500.00
7/24/2020	107510	ADAME LANDSCAPE	MEN CONT MAIN EL DORADO PARK	1,716.81
7/24/2020	107511	ADAME LANDSCAPE	VW CONT MAIN ELLER PARK	2,429.91
7/24/2020	107512	ADAME LANDSCAPE	MN CONT MAIN GRAND/HERITAGE LAKE	1,100.00
7/24/2020	107513	ADAME LANDSCAPE	MEN CONT MAIN POCKET PARK	1,803.89

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7/24/2020	107514	ADAME LANDSCAPE	FV CONT MAIN HERITAGE RANCH PK TR 32	5,136.53
7/24/2020	107515	ADAME LANDSCAPE	FVCFD CONT MAIN HERO'S PARK	7,748.00
7/24/2020	107516	ADAME LANDSCAPE	FVCFD CONT MAIN HONEY PINE ROAD	1,253.65
7/24/2020	107517	ADAME LANDSCAPE	VW CONT MAIN JERRY SEARL	1,399.77
7/24/2020	107518	ADAME LANDSCAPE	VW CONT MAIN JV EXCHANGE CLUB PK	1,066.18
7/24/2020	107520	ADAME LANDSCAPE	MEN CONT MAIN LA PALOMA PARK	1,332.84
7/24/2020	107521	ADAME LANDSCAPE	MEN CON MAIN LAGO VISTA	10,261.88
7/24/2020	107522	ADAME LANDSCAPE	FVCFD LEON/JEAN NICHOLS	1,391.18
7/24/2020	107523	ADAME LANDSCAPE	FVCFD CONT MAIN LINEAR PARK	5,125.16
7/24/2020	107524	ADAME LANDSCAPE	WP CONT MAIN WINCHESTER TRAILS	397.93
7/24/2020	107525	ADAME LANDSCAPE	FVCFD CONT MAIN MAHOGANY MDWS PK	2,787.22
7/24/2020	107526	ADAME LANDSCAPE	FVCFD CONT MAIN MAHOGANY PKWY	6,789.67
7/24/2020	107527	ADAME LANDSCAPE	MS CONT MAIN MARIGOLD STREETSCAPES	343.49
7/24/2020	107528	ADAME LANDSCAPE	VW CONT MAINT-MARION ASHLEY CC	3,565.19
7/24/2020	107529	ADAME LANDSCAPE	MN CONT MAIN MCCALL/AQUA	1,721.31
7/24/2020	107530	ADAME LANDSCAPE	MN CONT MAIN HERITAGE LAKE PARK	2,924.27
7/24/2020	107531	ADAME LANDSCAPE	MN CONT MAIN MCCALL CANYON PARK	1,559.96
7/24/2020	107532	ADAME LANDSCAPE	MN CONT MAIN STREETSCAPES #2	7,828.49
7/24/2020	107533	ADAME LANDSCAPE	MN CONT MAIN STREETSCAPES #3	8,438.09
7/24/2020	107534	ADAME LANDSCAPE	MN CONT MAIN GASLINE EASEMENT	3,958.56
7/24/2020	107535	ADAME LANDSCAPE	MN CONT MAIN SUNRISE PARK	5,457.08
7/24/2020	107536	ADAME LANDSCAPE	MN CONT MAIN STREETSCAPES #1	12,043.86
7/24/2020	107537	ADAME LANDSCAPE	MEN CONT MAIN WHEATFIELD PARK	9,555.00
7/24/2020	107538	ADAME LANDSCAPE	MEN CONT MAIN MEN PARK ZONE #1	5,675.38
7/24/2020	107539	ADAME LANDSCAPE	MEN CONT MAIN PARK ZONE #2	7,217.70
7/24/2020	107540	ADAME LANDSCAPE	MEN CONT MAIN GARBONI PARK	576.98

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7/24/2020	107541	ADAME LANDSCAPE	MEN CONT MAIN ALDERGATE PARK	3,125.51
7/24/2020	107543	ADAME LANDSCAPE	MEN CONT MAIN STREETSCAPES	8,621.55
7/24/2020	107545	ADAME LANDSCAPE	MS CONT MAIN STREETSCAPE #1	3,074.36
7/24/2020	107546	ADAME LANDSCAPE	MS CONT MAIN STREETSCAPE #2	6,760.09
7/24/2020	107547	ADAME LANDSCAPE	MS CONT MAIN HIDDEN MEADOWS	1,337.85
7/24/2020	107548	ADAME LANDSCAPE	MS CONT MAIN MIRA PARK	3,751.59
7/24/2020	107549	ADAME LANDSCAPE	MS CONT MAIN WOODBINE PARK	3,241.35
7/24/2020	107550	ADAME LANDSCAPE	MS CONT MAIN STREETSCAPES #3	8,277.42
7/24/2020	107551	ADAME LANDSCAPE	MS CONT MAIN MOSAIC #28206	1,041.35
7/24/2020	107554	ADAME LANDSCAPE	FV CONT MAIN MWD EASEMENT TR 32185	2,569.43
7/24/2020	107555	ADAME LANDSCAPE	MEN CONT MAIN ONR #30422-3	703.78
7/24/2020	107556	ADAME LANDSCAPE	MN CON MAIN PASEO 9	1,264.34
7/24/2020	107557	ADAME LANDSCAPE	FVCFD CONT MT SPENCER'S POC 10	1,736.91
7/24/2020	107558	ADAME LANDSCAPE	FVCFD CONT MAIN POUR/TR#36376	332.98
7/24/2020	107559	ADAME LANDSCAPE	FV CONT MAIN RBV BASIN	1,747.83
7/24/2020	107560	ADAME LANDSCAPE	VW CONT MAIN RANCHO SAN JACINTO	472.49
7/24/2020	107562	ADAME LANDSCAPE	VW CONT MAIN REGIONAL PARK	5,315.62
7/24/2020	107563	ADAME LANDSCAPE	CONT MAIN RIVERCREST	757.34
7/24/2020	107564	ADAME LANDSCAPE	VW CONT MAIN SANTA FE PARK	649.67
7/24/2020	107565	ADAME LANDSCAPE	MS CONT MAIN SOUTH SHORE #34022-2	404.25
7/24/2020	107566	ADAME LANDSCAPE	FV CONT MAIN SPENCERS CROSSING	6,209.72
7/24/2020	107567	ADAME LANDSCAPE	FVCFD CONT MAIN SPENCERS GREENBELT	757.63
7/24/2020	107568	ADAME LANDSCAPE	FVCFD CONT MAIN SPENCERS PKWY	353.72
7/24/2020	107569	ADAME LANDSCAPE	FVCFD CON MAIN SPENCER SS #32289	582.82
7/24/2020	107570	ADAME LANDSCAPE	WIN TRAILS CONT STETSON #30351	703.98
7/24/2020	107572	ADAME LANDSCAPE	MEN CONT MAIN THE LAKES	776.82

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7/24/2020	107573	ADAME LANDSCAPE	FV CONT MAIN TRACT #30696	615.64
7/24/2020	107574	ADAME LANDSCAPE	MEN CONT MAIN MAHOGANY CREEK	2,999.56
7/24/2020	107575	ADAME LANDSCAPE	MEN CONT MAIN TRAIL HEAD #31582	644.09
7/24/2020	107576	ADAME LANDSCAPE	FVCFD CON MAIN TUCALOTTA PK	3,355.35
7/24/2020	107577	ADAME LANDSCAPE	FVCFD CONT MAIN TURTLE RANCH TR 351	1,579.37
7/24/2020	107578	ADAME LANDSCAPE	VW CONT MAIN LOUIS JACKSON PARK	1,093.97
7/24/2020	107579	ADAME LANDSCAPE	FVCFD CONT MAIN VICTORY PARK	2,988.34
7/24/2020	107580	ADAME LANDSCAPE	FVCFD CONT MAIN VINEYARD HEIGHTS	416.80
7/24/2020	107582	ADAME LANDSCAPE	WPCFD CONT MAIN WESTERN HILL/RICE R	734.87
7/24/2020	107583	ADAME LANDSCAPE	VW CONT MAIN WINCHESTER PARK	3,966.94
7/24/2020	107585	FRENCH VALLEY PARK SPECIALIST	FV #7 CONTRACT MAIN STREETSCAPES	4,928.76
7/24/2020	107586	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN LEON PARK	1,830.15
7/24/2020	107587	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN 9 ACRE BASIN	4,668.13
7/24/2020	107588	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN ABELIA SPORTS PARK	7,044.97
7/24/2020	107589	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN ADELINES FARM PARK	568.60
7/24/2020	107590	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN BROOKFIELD PARK	4,817.93
7/24/2020	107591	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN BUTTERFIELD PARK	4,218.90
7/24/2020	107592	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN CROWN VALLEY PARK	3,777.31
7/24/2020	107593	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN EMERALD PARK	3,354.54
7/24/2020	107594	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN FIELDVIEW PARK	3,267.22
7/24/2020	107595	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN PRIMROSE PARK	758.23
7/24/2020	107596	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN RANCHO BELLA VISTA	3,978.41
7/24/2020	107597	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN SHEFFIELD PARK	7,326.63
7/24/2020	107598	FRENCH VALLEY PARK SPECIALIST	FV #6 CONTRACT MAIN. STREETSCAPES	12,137.74
7/24/2020	107599	FRENCH VALLEY PARK SPECIALIST	FV #3 CONTRACT MAIN. STREETSCAPES	7,086.28
7/24/2020	107600	FRENCH VALLEY PARK SPECIALIST	FV #4 CONTRACT MAIN. STREETSCAPES	7,526.40

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7/24/2020	107601	FRENCH VALLEY PARK SPECIALIST	FV #1 CONTRACT MAIN. STREETSCAPES	12,266.27
7/24/2020	107602	FRENCH VALLEY PARK SPECIALIST	FV #5 CONTRACT MAIN. STREETSCAPES	11,398.40
7/24/2020	107603	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN WASHINGTON PARK	3,277.65
7/24/2020	107604	FRENCH VALLEY PARK SPECIALIST	FV #2 CONTRACT MAIN. STREETSCAPES	17,849.33
7/24/2020	107605	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN RANCH BELLA VISTA 2	2,327.89
7/24/2020	107606	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN WIN COORIDOR	3,859.51
7/24/2020	107607	ADAME LANDSCAPE	VW CONT MAIN RODENT CNTL/FERT	2,113.82
7/24/2020	107608	SWEEPING UNLIMITED	CONT MAIN REGIONAL SWEEPING	441.00
7/24/2020	107609	SCE	VW,MEN UTILITIES 10-SITES	10,944.81
7/24/2020	107610	CITY OF SAN JACINTO WATER	VW UTILITIES 3-PKS	1,063.42
7/27/2020	107613	EMWD	FV,MN,WP UTILITIES 3-PKS 3-SS	16,503.65
7/27/2020	107614	SCE	MEN,FV,FVCFD,MN,MS UTILITIES 4-PKS 9-9	1,048.37
7/27/2020	107615	SCE	MEN,FV,FVCFD,MN UTILITIES 2-PKS 17-SS	4,885.46
7/27/2020	107616	ANTHONY'S HEATING & AIR CONDITIONING, INC.	VW,EH HVAC MAINT. 2-SITES	420.00
7/27/2020	107619	CARPD	VW MEMBERSHIP DUES 20/21	2,500.00
7/27/2020	107620	FARGO PLUMBING	WIN PLUMBING REPAIRS	420.00
7/27/2020	107621	GREENPLAY, LLC	VW CONT SERV MASTER PLAN/COST RECO	6,907.70
7/27/2020	107623	CAPRI	VW WORKERS COMPENSATION	21,055.25
7/27/2020	107624	CAPRI	VW LIABILITY INSURANCE	152,660.50
7/28/2020	107626	BEST, BEST & KRIEGER	VW,MEN,MN,MS,WPCFD LEGAL SRV.	9,563.70
7/28/2020	107627	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMIN	ECHO HILLS SALES TAX ACCT #102-376419	396.00
7/28/2020	107628	COUNTY OF RIVERSIDE DEPT OF ENVIRONMENTAL	VW SNACKBAR PERMIT 3-SITES	450.00
7/28/2020	107629	DEPARTMENT OF INDUSTRIAL RELATIONS	DVAC POOL/SLIDE INSPECTION	706.25
7/28/2020	107630	FRONTIER COMMUNICATIONS	VW,MEN,FVCFD 4-PHONES	959.93
7/28/2020	107632	LAKE HEMET MUNICIPAL WATER DIS	VW UTILITIES 2-SITES	5,554.39
7/28/2020	107635	SUNBELT RENTALS	REGIONAL EQUIP. RENTAL 1-SITE	516.49

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7/28/2020	107636	TOP PEST SOLUTIONS	ECHO HILLS PEST CONTROL SERVICES	450.00
7/29/2020	EFT072920	PERS	RETIREMENT	8,838.30
7/29/2020	EFT072920A	CALPERS	RETIREMENT	27,255.44
7/31/2020	107638	FRONTIER COMMUNICATIONS	VW,MEN 4-PHONES	879.43
7/31/2020	107641	EMWD	VW UTILITIES 8-SITES	1,840.53

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Valley-Wide Recreation Park District
Check List abbreviations Definitions

LOCATION ABBREVIATIONS

VW	VALLEY-WIDE
EH	ECHO HILLS
FV	FRENCH VALLEY
MEN	MENIFEE LMD 88-1
MEN NO,MN	MENIFEE NORTH LMD
MEN SO,MS	MENIFEE SOUTH LMD
MW,MEN WEST	MENIFEE WEST OPERATIONS AND MAINTENANCE
DVAC	DIAMOND VALLEY AQUATIC CENTER(POOL)
DVLCP	DIAMOND VALLEY LAKE COMMUNITY PARK
RBV CC	FV RANCHO BELLA VISTA COMMUNITY CENTER
KC	KAY CENICEROS SENIOR CENTER-MENIFEE WEST
LAZY CRK,LC	LAZY CREEK CENTER-MENIFEE WEST
RC	RIVERCREST LMD
PD / PARK DEV	PARK DEVELOPMENT
VVCC	VALLE VISTA COMMUNITY CENTER
WIN,WP	WINCHESTER PARK/COMMUNITY CENTER
WIN PARK	WINCHESTER PARK LMD
WIN TRAILS	WINCHESTER TRAILS-WINCHESTER PARK LMD

OTHER ABBREVIATIONS/DEFINITIONS

PKS	PARKS
SS	STREETSCAPES
GSB	GIRLS SOFTBALL
REF	REFUND
MAIN	MAINTENANCE
OPERATIONAL	PARK REPAIRS, IRRIGATION REPAIRS, TRASH PICK-UP, SECURITY, PARK OPERATIONS.
REC	RECREATION
IRRIG	IRRIGATION
REP	REPAIRS

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8/1/2020	EFT080120	PERS	RETIREMENT	726.08
8/3/2020	107643	ADMIRAL FURNITURE	DVAC POOL FURNITURE	2,659.56
8/3/2020	107645	GOSCH CHEVROLET	VW VEHICLE MAINT. 1-VEH.	538.47
8/3/2020	107646	IVL CONTRACTORS, INC.	JERRY SEARL SPORTS PARK PROJECT	9,606.87
8/3/2020	107647	THE PRESS ENTERPRISE	VW,FVCFD,WCFD LEGAL ADVERTISING	1,803.60
8/3/2020	107648	NBS	ADMINISTRATION FEES	6,056.25
8/3/2020	107649	NBS	ADMINISTRATION FEES	27,787.49
8/3/2020	107650	NBS	FV,FVCFD,WCFD ANNEXATION	9,537.50
8/3/2020	107651	STAPLES CREDIT PLAN	VW SUPPLIES 3-PROGRAMS	511.62
8/3/2020	107652	SCE	FV,FVCFD UTILITIES 2-PKS 17-SS	1,161.15
8/3/2020	107653	EMWD	MEN,FV,FVCFD UTILITIES 5-PKS 13-SS	13,653.59
8/3/2020	107654	ADAME LANDSCAPE	VW IRRIG REPAIRS + PLANTING 3-PKS	6,357.07
8/3/2020	107655	ADAME LANDSCAPE	MS IRRIG REPAIRS 1-PK 2-SS	1,293.44
8/3/2020	107656	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + PLANTING 5-PKS 5-SS	3,806.76
8/3/2020	107657	FRENCH VALLEY PARK SPECIALIST	FV PK REPAIRS + PLANTING 3-PKS 7-SS	21,302.51
8/3/2020	107658	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 6-PKS 4-SS	3,634.78
8/4/2020	107660	ADAME LANDSCAPE	FV IRRIG/PK REPAIRS 1-PK 1-SS	747.08
8/4/2020	107661	ADAME LANDSCAPE	EH PLANTING REPLACEMENT 2-PKS	8,865.00
8/4/2020	107662	ADAME LANDSCAPE	VW PK REPAIRS + PLANTING 2-PKS	9,348.85
8/4/2020	107663	ADAME LANDSCAPE	WP PLANTING REPLACEMENT 1-PK	1,607.20
8/4/2020	107664	ADAME LANDSCAPE	WCFD IRRIG REPAIRS 2-PKS	412.85
8/4/2020	107665	ADAME LANDSCAPE	MN IRRIG/PK REPAIRS + PLANTING 3-PKS	8,075.74
8/4/2020	107666	ADAME LANDSCAPE	MEN IRRIG/PK REPAIRS 2-PKS 2-SS	958.79
8/4/2020	107667	ADAME LANDSCAPE	VW COVID-19 EXPENSES 1-PK	408.75
8/4/2020	107668	ADAME LANDSCAPE	MEN COVID-19 EXPENSES 1-PK	408.75
8/4/2020	107669	ADAME LANDSCAPE	FVCFD COVID-19 EXPENSES 1-SS	408.75

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8/4/2020	107670	FRENCH VALLEY PARK SPECIALIST	FV COVID-19 EXPENSES 2-PKS 3-SS	2,043.75
8/4/2020	107672	SCE	FVCFD,WCFD UTILITIES 2-PKS 1-SS	425.12
8/4/2020	107674	EMWD	FVCFD,MN UTILITIES 1-PK 6-SS	22,319.99
8/4/2020	107675	EMWD	MN,MS UTILITIES 1-PK 2-SS	5,783.07
8/5/2020	107676	FRENCH VALLEY PARK SPECIALIST	FV IRRIG/PK REPAIRS 4-PKS 6-SS	3,298.66
8/5/2020	107677	FRENCH VALLEY PARK SPECIALIST	FV IRRIG/PK REPAIRS 7-PKS 3-SS	3,701.27
8/5/2020	107678	FRENCH VALLEY PARK SPECIALIST	FV IRRIG/PK REPAIRS + ADA 3-PKS 7-SS	8,193.10
8/5/2020	107679	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 3-PKS 3-SS	1,237.87
8/5/2020	107680	ADAME LANDSCAPE	MEN IRRIG/PK REPAIRS 3-PKS 4-SS	2,623.74
8/5/2020	107681	ADAME LANDSCAPE	FVCFD IRRIG/PK REPAIRS 3-PKS	5,427.62
8/5/2020	107682	ADAME LANDSCAPE	VW IRRIG/PK REPAIRS + COVID-19 EXP. 9-	12,584.10
8/5/2020	107683	ADAME LANDSCAPE	MEN IRRIG/PK REPAIRS + PLANTING 9-PKS	6,749.71
8/5/2020	107684	ADAME LANDSCAPE	FV IRRIG/PK REPAIRS 3-PKS	934.75
8/5/2020	107685	ADAME LANDSCAPE	VW PK REPAIRS + PLANTING 3-PKS	7,694.91
8/6/2020	107687	EMWD	VW,MEN UTILITIES 4-SITES	19,589.30
8/6/2020	107689	LOWE'S BUSINESS ACCOUNT	VW,EH,FV,MEN OPERATIONAL 10-SITES	2,880.76
8/6/2020	107691	SHERWIN WILLIAMS, CO	VW,GRAFFITI SUPPLIES 2-SITES	1,009.76
8/6/2020	EFT08062020	VALLEY-WIDE RECREATION AND PARK DIS	PAYROLL TRANSFER	84,868.56
8/7/2020	107692	LAND DEVELOPMENT CONSULTING, INC	FV,FVCFD,MEN,MN,WCFD PLAN CHECK+ST	9,320.00
8/7/2020	107693	LAND DEVELOPMENT CONSULTING, INC	MEN,FV,MNCFD,WCFD PLAN CHECK + STRI	6,335.00
8/7/2020	107694	CANON FINANCIAL SERVICES, INC.	VW,MEN,FV COPIER LEASE 6-SITES	1,306.98
8/7/2020	107695	WEX BANK	GAS BILL 4-SITES	533.65
8/7/2020	107696	DIGITAL DEPLOYMENT/STREAMLINE	VW WEBSITE ADMINISTRATION	400.00
8/7/2020	107697	EMWD	MN,WCFD UTILITIES 1-PK 4-SS	3,449.44
8/7/2020	107698	FRONTIER COMMUNICATIONS	VW,FV 3-PHONES	789.47
8/7/2020	107699	MASTER CARE COMMERCIAL JANITORIAL	VW,MEN CONT SRV. 6-SITES	2,395.00

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8/7/2020	107700	EMWD	FV,FVCFD UTILITIES 3-PKS 5-SS	17,458.64
8/7/2020	107701	EMWD	MEN,FV UTILITIES 3-PKS 9-SS	22,487.07
8/7/2020	107704	ADP, LLC	VW PAYROLL PROCESSING	743.18
8/7/2020	EFT080720	PERS	RETIREMENT	8,713.87
8/10/2020	107705	PLANT'S CHOICE, INC.	MEN,FV,FVCFD,MN PLAYGROUND CHIPS	22,673.44
8/10/2020	107706	PLANT'S CHOICE, INC.	MEN,FV,FVCFD,MN PLAYGROUND CHIPS	16,658.95
8/10/2020	107707	SCE	MEN UTILITIES 2-PKS 1-SS	455.23
8/10/2020	107708	SCE	MEN,FV UTILITIES 5-PKS 3-SS	1,132.43
8/10/2020	107709	WASTE MANAGEMENT	VW,MEN,FV,MN TRASH-PK-UP 10-SITES	2,794.15
8/10/2020	107710	SCE	VW UTILITIES 4-SITES	5,552.85
8/10/2020	107711	ALLEN , TAMMY	MENIFEE CONTACT MAINT.	510.00
8/10/2020	107712	CITY OF HEMET	VW,EH UTILITIES 2-LOCATIONS	1,310.18
8/10/2020	107715	FARGO PLUMBING	MACC WATER HEATER REPLACEMENT	11,850.00
8/10/2020	107716	FRONTIER COMMUNICATIONS	VW,FV,MN 3-PHONES	820.64
8/10/2020	107718	PITNEY BOWES GLOBAL FIN. SERVICES	VW QRTL Y POSTAGE MACHINE LEASE	455.68
8/10/2020	EFT081020HI	PERS	GROUP HEALTH INSURANCE	30,406.09
8/11/2020	107719	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 1-PK 9-SS	2,474.15
8/11/2020	107721	ADAME LANDSCAPE	MN GRAFFITI REMOVAL 1-PK	527.00
8/11/2020	107722	ADAME LANDSCAPE	MN IRRIG/PK REPAIRS 1-PK 1-SS	722.43
8/11/2020	107723	ADAME LANDSCAPE	MS IRRIG/PK REPAIRS 3-PKS 4-SS	2,523.48
8/11/2020	107724	ADAME LANDSCAPE	MN IRRIG/PK REPAIRS 6-PKS 4-SS	2,518.75
8/11/2020	107725	ADAME LANDSCAPE	MN IRRIG REPAIRS + PLANTING 10-SS	2,290.91
8/11/2020	107726	ADAME LANDSCAPE	WP IRRIG REPAIRS + PLANTING 2-PKS	1,623.44
8/11/2020	107728	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + PLANTING 4-PKS 6-SS	5,141.73
8/11/2020	107729	ADAME LANDSCAPE	MEN IRRIG REPAIRS 1-PK	316.28
8/11/2020	107730	ADAME LANDSCAPE	MN PLANTING REPLACEMENT 1-SS	394.05

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8/11/2020	107731	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 1-SS	336.00
8/12/2020	107732	EMWD	FV,MN UTILITIES 2-PKS 1-SS	8,306.09
8/12/2020	107735	HARRIS REVOCABLE TRUST 1988	VW UTILITIES COTTONWOOD PARK	1,033.22
8/12/2020	107736	LAKE HEMET MUNICIPAL WATER DIS	VW UTILITIES 6-SITES	12,133.24
8/12/2020	107737	MVR CONSULTING	EXCHANGE CLUB PARK GRANT PREPARATI	362.50
8/12/2020	107738	PROPET DISTRIBUTORS, INC.	VW PET STATIONS + DOG WASTE BAGS 3-	2,023.00
8/12/2020	107739	SCE	VW,RC,FV,FVCFD,MN UTILITIES 3-PKS 8-SS	4,374.65
8/12/2020	107742	WEX BANK	GAS BILL 10-SITES	2,373.28
8/12/2020	107744	T-MOBILE	VW,MEN,FV,EH 20-PHONES	316.71
8/12/2020	107745	GREENPLAY, LLC	VW CONT SERV MASTER PLAN/COST RECO	1,792.90
8/13/2020	107748	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + COVID-19 EXPENSES	3,367.22
8/13/2020	107749	ADAME LANDSCAPE	MEN IRRIG REPAIRS + COVID-19 EXP. + AI	12,834.55
8/13/2020	107750	FRENCH VALLEY PARK SPECIALIST	FV COVID-19 EXPENSES 7-PKS 3-SS	4,087.50
8/13/2020	107751	ADAME LANDSCAPE	MN IRRIG REPAIRS + PLANTING 4-SS	5,531.88
8/13/2020	107752	ADAME LANDSCAPE	FVCFD IRRIG REPAIRS + COVID-19 EXPENSES	2,319.39
8/13/2020	107753	ADAME LANDSCAPE	MN IRRIG REPAIRS + COVID-19 EXPENSES	4,171.51
8/13/2020	107754	ADAME LANDSCAPE	VW IRRIG REPAIRS + COVID-19 EXPENSES	3,287.96
8/13/2020	107755	ADAME LANDSCAPE	EH IRRIG REPAIRS 1-PK	4,135.00
8/13/2020	107756	ADAME LANDSCAPE	MS IRRIG REPAIRS 1-PK	411.72
8/13/2020	107757	ADAME LANDSCAPE	WCFD COVID-19 EXPENSES 1-PK	408.75
8/13/2020	107758	ADAME LANDSCAPE	FVCFD IRRIG REPAIRS + ADA 2-PKS	1,092.00
8/14/2020	107759	ADAME LANDSCAPE	FV IRRIG REPAIRS + COVID-19 EXPENSES	472.00
8/14/2020	107761	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + ADA 7-PKS 3-SS	2,157.65
8/14/2020	107762	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + PLANTING 10-SS	3,216.04
8/14/2020	107763	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + PLANTING 6-SS	11,209.65
8/14/2020	107764	FRENCH VALLEY PARK SPECIALIST	FVCFD IRRIG REPAIRS + PLANTING 2-SS	4,842.00

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8/14/2020	107765	AIRCO AIR CONDITIONING & HEATING	MENIFEE HVAC MAINT. 1-SITE	373.39
8/14/2020	107766	COMMERCIAL DOOR MEDICS	MENIFEE DOOR REPAIRS 1-SITE	2,078.48
8/14/2020	107770	LAND DEVELOPMENT CONSULTING, INC	VW,FV CONTRACT SERVICES	9,605.00
8/14/2020	107771	SPECTRUM / TIME WARNER CABLE	VW INTERNET/PHONE 3-SITES	1,477.32
8/14/2020	107774	VJ GRAPHICS	MEN OPERATIONAL + COVID-19 EXP. ALL I	2,580.18
8/14/2020	EFT081420	CITI CARDS	VW,MEN,EH,FV,MN, SUPPLIES 25 PARKS	15,970.29
8/17/2020	107775	BSN SPORTS	FV SUPPLIES 1-SITE	1,958.10
8/17/2020	107776	DOSS TENNIS COURTS	MENIFEE GYM FLOOR REPAIRS	3,600.00
8/17/2020	107778	FM LOCK & SAFE	VW,FV,MEN OPERATIONAL 5-SITES	458.15
8/17/2020	107779	HEMET VALLEY TOOL	VW OPERATIONAL 4-SITES	525.96
8/17/2020	107780	IVL CONTRACTORS, INC.	JERRY SEARL SPORTS PARK PROJECT	4,991.43
8/17/2020	107783	TEMPLE 57	SECURITY SRV. COVID-19	3,000.00
8/17/2020	107785	TOP PEST SOLUTIONS	ECHO HILLS PEST CONTROL SERVICES	450.00
8/17/2020	107786	VALLEY RESOURCE CENTER/EXCEED	VV'S CONTRACT MAINTENANCE	950.00
8/18/2020	107787	ADAME LANDSCAPE	MS IRRIG/PK REPAIRS + PLANTING 3-PKS !	7,581.57
8/18/2020	107788	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + ADA 2-PKS 8-SS	1,208.93
8/18/2020	107790	ADAME LANDSCAPE	VW IRRIG REPAIRS 4-PKS	1,646.51
8/18/2020	107791	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS + PLANTING 4-PKS 4-SS	6,640.15
8/18/2020	107792	ADAME LANDSCAPE	MN GRAFFITI REMOVAL 2-PKS	336.50
8/18/2020	107793	ADAME LANDSCAPE	MEN IRRIG/PK REPAIRS 6-PKS 1-SS	2,456.45
8/18/2020	107794	ADAME LANDSCAPE	MN IRRIG REPAIRS + PLANTING 1-PK 9-SS	3,230.03
8/18/2020	107795	ADAME LANDSCAPE	MN IRRIG REPAIRS + PLANTING 1-PK 7-SS	4,112.95
8/18/2020	107796	ADAME LANDSCAPE	FVCFD IRRIG/PK REPAIRS+ADA+PLANTING	2,229.54
8/18/2020	107797	ADAME LANDSCAPE	FV IRRIG/PK REPAIRS 4-PKS	516.46
8/18/2020	107799	ADAME LANDSCAPE	FVCFD PLANTING REPLACEMENT 1-SS	2,386.00
8/18/2020	107800	ADAME LANDSCAPE	EH IRRIG REPAIRS 1-PK	3,464.40

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8/18/2020	107801	ADAME LANDSCAPE	WCFD PLANTING REPLACEMENT 1-PK	2,511.00
8/18/2020	107803	FRENCH VALLEY PARK SPECIALIST	FVCFD PLANTING REPLACEMENT 1-SS	605.70
8/19/2020	107804	EMWD	FV UTILITIES 8-SS	21,087.09
8/19/2020	107805	EMWD	FV UTILITIES 11-SS	18,456.75
8/19/2020	107806	EMWD	FV UTILITIES 4-SS	22,375.15
8/19/2020	107807	EMWD	FV UTILITIES 11-SS	18,865.67
8/19/2020	107808	EMWD	FV UTILITIES 5-PKS	22,339.53
8/19/2020	107809	EMWD	FVCFD,WCFD UTILITIES 3-PKS 2-SS	9,298.82
8/19/2020	107810	EMWD	FV,FVCFD UTILITIES 6-PKS 4-SS	19,400.96
8/19/2020	107813	HAMBY'S BACKFLOW SERVICE	FV,MS BACKFLOW REPAIRS 2-PKS 1-SS	630.00
8/20/2020	107816	ADAME LANDSCAPE	MS IRRIG REPAIRS + PLANTING 2-SS	3,413.63
8/20/2020	107817	ADAME LANDSCAPE	MN IRRIG REPAIRS + PLANTING 4-SS	3,220.55
8/20/2020	107818	ADAME LANDSCAPE	MEN IRRIG REPAIRS 2-PKS	1,075.59
8/20/2020	107819	ADAME LANDSCAPE	FV IRRIG REPAIRS 2-PKS	411.35
8/20/2020	107820	FRENCH VALLEY PARK SPECIALIST	FV GRAFFITI REMOVAL 1-PK	467.50
8/20/2020	107821	FRENCH VALLEY PARK SPECIALIST	FV IRRIG/PK REPAIRS 2-SS	1,799.70
8/20/2020	107822	FRENCH VALLEY PARK SPECIALIST	FVCFD IRRIG REPAIRS + PLANTING 2-SS	3,200.02
8/20/2020	107823	FRENCH VALLEY PARK SPECIALIST	FV IRRIG/PK REPAIRS + PLANTING 1-PK 7-	18,585.06
8/20/2020	107824	FRENCH VALLEY PARK SPECIALIST	FV IRRIG/PK REPAIRS 6-PKS 4-SS	2,936.69
8/21/2020	107826	CANON FINANCIAL SERVICES, INC.	VW,MEN,FV COPIER LEASE 6-SITES	1,138.59
8/21/2020	107827	CR&R	VW OPERATIONAL 6-SITES	2,753.72
8/21/2020	107828	DIGITAL DEPLOYMENT/STREAMLINE	VW WEBSITE ADMINISTRATION	400.00
8/21/2020	107830	EMWD	MS,WP UTILITIES 4-PKS 2-SS	22,353.77
8/21/2020	107831	EMWD	MN,MS UTILITIES 1-PK 15-SS	17,211.05
8/21/2020	107832	EMWD	MEN,MN UTILITIES 2-PKS 8-SS	22,384.29
8/21/2020	107833	EMWD	MN,MS,WP UTILITIES 4-PKS 1-SS	12,807.51

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8/21/2020	107834	FARGO PLUMBING	MEN PLUMBING REPAIRS 2-SITES	371.00
8/21/2020	107835	FRONTIER COMMUNICATIONS	VW,MEN,FVCFD,MN 6-PHONES	1,315.92
8/21/2020	107837	MUSCO SPORTS LIGHTING,LLC	FV OPERATIONAL	450.00
8/21/2020	107838	SCE	FV,FVCFD,MN UTILITIES 4-PKS 11-SS	1,350.55
8/21/2020	107839	SCE	MEN,FV UTILITIES UTILITIES 4-PKS 14-SS	2,602.32
8/21/2020	107840	SCE	VW UTILITIES 8-SITES	6,967.49
8/21/2020	107843	VJ GRAPHICS	COVID-19 EXPENSES ALL DISTRICTS	404.06
8/21/2020	107844	VORTEX INDUSTRIES,INC.	MACC DOOR REPAIRS 1-SITE	1,227.50
8/21/2020	107845	EMWD	MEN,FV,MN UTILITIES 6-PKS 10-SS	10,888.85
8/21/2020	107846	SCE	MN,MS,WP,WCFD UTILITIES 2-PKS 2-SS	355.36
8/21/2020	EFT082120	PERS	RETIREMENT	8,746.06
8/21/2020	EFT08212020	VALLEY-WIDE RECREATION AND PARK DIS	PAYROLL TRANSFER	87,177.61
8/24/2020	107847	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 1-PK	711.79
8/24/2020	107848	ADAME LANDSCAPE	MS PLANTING REPLACEMENT 2-SS	4,074.00
8/24/2020	107849	ADAME LANDSCAPE	MN IRRIG REPAIRS 1-SS	341.80
8/24/2020	107850	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 3-SS	385.06
8/24/2020	107851	FRENCH VALLEY PARK SPECIALIST	FV IRRIG REPAIRS 5-PKS 5-SS	1,605.70
8/24/2020	107852	FRENCH VALLEY PARK SPECIALIST	FV IRRIG/PK REPAIRS + PLANTING + ADA	7,781.58
8/24/2020	107853	ADAME LANDSCAPE	MEN IRRIG REPAIRS 2-PKS	5,867.10
8/24/2020	107854	ADAME LANDSCAPE	VW PLANTING REPLACEMENT 1-PK	1,922.00
8/24/2020	107856	ADAME LANDSCAPE	MS PLANTING REPLACEMENT 1-SS	1,223.45
8/25/2020	107857	LAND DEVELOPMENT CONSULTING, INC	VW,WCFD,CONT SRV. + PLAN CHECKS	10,540.00
8/25/2020	107859	APPLE VALLEY COMMUNICATIONS, INC.	MACC ALARM REPAIRS 1-SITE	367.25
8/25/2020	107861	DAVENCORP, INC.	RBV II JANITORIAL SERVICE 2-MONTHS	333.28
8/25/2020	107864	LAND DEVELOPMENT CONSULTING, INC	FV,FVCFD,WCFD PLAN CHECKS	14,290.00
8/25/2020	107866	SCE	MEN,FV UTILITIES 2-PKS 16-SS	806.79

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8/25/2020	107867	SCE	FV,FVCFD,MN,MS UTILITIES 5-PKS 13-SS	4,372.19
8/25/2020	107868	SCE	MS,WP UTILITIES 4-PKS 4-SS	731.09
8/25/2020	107869	SCE	MEN UTILITIES 1-SITE	3,095.17
8/25/2020	107870	SOUTHLAND AQUATIC MANAGEMENT	VW,MEN POND/FOUNTAIN SERVICES	985.00
8/25/2020	107872	OVERNIGHT INDUSTRIAL SUPPLY	VW,EH JANITORIAL SUPPLIES 2-SITES	815.21
8/26/2020	107873	FRENCH VALLEY PARK SPECIALIST	FV PLANTING REPLACEMENT 3-SS	13,725.75
8/27/2020	107876	ADAME LANDSCAPE	FVCFD CONT MAINT ASSEMBLAGE	369.03
8/27/2020	107877	ADAME LANDSCAPE	FV CONT MAIN TRACT - 28695	1,121.76
8/27/2020	107878	ADAME LANDSCAPE	FVCFD CONT MAIN AVENA TR 36536	1,569.15
8/27/2020	107879	ADAME LANDSCAPE	VW CONT MAINT BILL GRAY PARK	1,352.52
8/27/2020	107880	ADAME LANDSCAPE	FVCFD CONT MAIN CALCUTTA	394.22
8/27/2020	107881	ADAME LANDSCAPE	FV CONT MAIN CB TRACT 29114	495.54
8/27/2020	107882	ADAME LANDSCAPE	WPCFD CON MAIN CONESTOGA PK	3,468.72
8/27/2020	107883	ADAME LANDSCAPE	VW CONT MAIN COTTONWOOD PARK	601.08
8/27/2020	107884	ADAME LANDSCAPE	FV CONT MAIN CROWN VALLEY PK TENNIS	404.25
8/27/2020	107885	ADAME LANDSCAPE	FV CONT MAIN CROWN VALLEY VILLAGE	1,638.17
8/27/2020	107886	ADAME LANDSCAPE	VW CONT MAIN DVL AQUATIC	1,837.50
8/27/2020	107887	ADAME LANDSCAPE	VW CONT MAIN-DVL FIELDS	8,574.95
8/27/2020	107888	ADAME LANDSCAPE	MN CONT MAIN DISCOVERY PARK	5,475.46
8/27/2020	107889	ADAME LANDSCAPE	VW CONT MAIN ECHO HILLS GOLF COURSE	7,500.00
8/27/2020	107890	ADAME LANDSCAPE	MEN CONT MAIN EL DORADO PARK	1,716.81
8/27/2020	107891	ADAME LANDSCAPE	VW CONT MAIN ELLER PARK	2,736.11
8/27/2020	107892	ADAME LANDSCAPE	MN CONT MAIN GRAND/HERITAGE LAKE	1,100.00
8/27/2020	107893	ADAME LANDSCAPE	MEN CONT MAIN POCKET PARK	1,803.89
8/27/2020	107894	ADAME LANDSCAPE	FV CONT MAIN HERITAGE RANCH PARK TR	5,819.04
8/27/2020	107895	ADAME LANDSCAPE	FVCFD CONT MAIN HERO'S PARK	7,748.00

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8/27/2020	107896	ADAME LANDSCAPE	FVCFD CONT MAIN HONEY PINE ROAD	1,253.65
8/27/2020	107897	ADAME LANDSCAPE	VW CONT MAIN JERRY SEARL	1,399.77
8/27/2020	107898	ADAME LANDSCAPE	VW CONT MAIN JV EXCHANGE CLUB PK	1,528.18
8/27/2020	107900	ADAME LANDSCAPE	MEN CONT MAIN LA PALOMA PARK	1,950.84
8/27/2020	107901	ADAME LANDSCAPE	MEN CON MAIN LAGO VISTA	10,828.88
8/27/2020	107902	ADAME LANDSCAPE	FVCFD LEON/JEAN NICHOLS	1,391.18
8/27/2020	107903	ADAME LANDSCAPE	FVCFD CONT MAIN LINEAR PARK	5,125.16
8/27/2020	107904	ADAME LANDSCAPE	WP CONT MAIN WINCHESTER TRAILS	397.93
8/27/2020	107905	ADAME LANDSCAPE	FVCFD CONT MAIN MAHOGANY MDWS PK	3,549.42
8/27/2020	107906	ADAME LANDSCAPE	FVCFD CONT MAIN MAHOGANY PKWY	6,789.67
8/27/2020	107907	ADAME LANDSCAPE	MS CONT MAIN MARIGOLD STREETSCAPES	343.49
8/27/2020	107908	ADAME LANDSCAPE	VW CONT MAINT-MARION ASHLEY CC	3,565.19
8/27/2020	107909	ADAME LANDSCAPE	MN CONT MAIN MCCALL/AQUA	1,721.31
8/27/2020	107910	ADAME LANDSCAPE	MN CONT MAIN HERITAGE LAKE PARK	2,924.27
8/27/2020	107911	ADAME LANDSCAPE	MN CONT MAIN MCCALL CANYON PARK	1,559.96
8/27/2020	107912	ADAME LANDSCAPE	MN CONT MAIN STREETSCAPES #2	7,828.49
8/27/2020	107913	ADAME LANDSCAPE	MN CONT MAIN STREETSCAPES #3	8,438.09
8/27/2020	107914	ADAME LANDSCAPE	MN CONT MAIN GASLINE EASEMENT	3,958.56
8/27/2020	107915	ADAME LANDSCAPE	MN CONT MAIN SUNRISE PARK	5,763.28
8/27/2020	107916	ADAME LANDSCAPE	MN CONT MAIN STREETSCAPES #1	12,043.86
8/27/2020	107917	ADAME LANDSCAPE	MEN CONT MAIN WHEATFIELD PARK	9,555.00
8/27/2020	107918	ADAME LANDSCAPE	MEN CONT MAIN MEN PARK ZONE #1	5,675.38
8/27/2020	107919	ADAME LANDSCAPE	MEN CONT MAIN PARK ZONE #2	7,217.70
8/27/2020	107920	ADAME LANDSCAPE	MEN CONT MAIN GARBONI PARK	576.98
8/27/2020	107921	ADAME LANDSCAPE	MEN CONT MAIN ALDERGATE PARK	3,738.06
8/27/2020	107923	ADAME LANDSCAPE	MEN CONT MAIN STREETSCAPES	8,621.55

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8/27/2020	107925	ADAME LANDSCAPE	MS CONT MAIN STREETSCAPE #1	3,074.36
8/27/2020	107926	ADAME LANDSCAPE	MS CONT MAIN STREETSCAPE #2	6,760.09
8/27/2020	107927	ADAME LANDSCAPE	MS CONT MAIN HIDDEN MEADOWS	1,337.85
8/27/2020	107928	ADAME LANDSCAPE	MS CONT MAIN MIRA PARK	3,751.59
8/27/2020	107929	ADAME LANDSCAPE	MS CONT MAIN WOODBINE PARK	3,241.35
8/27/2020	107930	ADAME LANDSCAPE	MS CONT MAIN STREETSCAPES #3	8,277.42
8/27/2020	107931	ADAME LANDSCAPE	MS CONT MAIN MOSAIC #28206	1,041.35
8/27/2020	107934	ADAME LANDSCAPE	FV CONT MAIN MWD EASEMENT TR 32185	2,569.43
8/27/2020	107935	ADAME LANDSCAPE	MEN CONT MAIN ONR #30422-3	703.78
8/27/2020	107936	ADAME LANDSCAPE	MN CON MAIN PASEO 9	1,264.34
8/27/2020	107937	ADAME LANDSCAPE	FVCFD CONT MT SPENCER'S POC 10	1,736.91
8/27/2020	107938	ADAME LANDSCAPE	FVCFD CONT MAIN POUR/TR#36376	332.98
8/27/2020	107939	ADAME LANDSCAPE	FV CONT MAIN RBV BASIN	1,747.83
8/27/2020	107940	ADAME LANDSCAPE	VW CONT MAIN RANCHO SAN JACINTO	472.49
8/27/2020	107942	ADAME LANDSCAPE	VW CONT MAIN REGIONAL PARK	5,315.62
8/27/2020	107943	ADAME LANDSCAPE	CONT MAIN RIVERCREST	757.34
8/27/2020	107944	ADAME LANDSCAPE	VW CONT MAIN SANTA FE PARK	649.67
8/27/2020	107945	ADAME LANDSCAPE	MS CONT MAIN SOUTH SHORE #34022-2	404.25
8/27/2020	107946	ADAME LANDSCAPE	FV CONT MAIN SPENCERS CROSSING	6,971.92
8/27/2020	107947	ADAME LANDSCAPE	FVCFD CONT MAIN SPENCERS GREENBELT	757.63
8/27/2020	107948	ADAME LANDSCAPE	FVCFD CONT MAIN SPENCERS PKWY	353.72
8/27/2020	107949	ADAME LANDSCAPE	FVCFD CON MAIN SPENCER SS #32289	582.82
8/27/2020	107950	ADAME LANDSCAPE	WIN TRAILS CONT STETSON #30351	703.98
8/27/2020	107952	ADAME LANDSCAPE	MEN CONT MAIN THE LAKES	776.82
8/27/2020	107953	ADAME LANDSCAPE	FV CONT MAIN TRACT #30696	615.64
8/27/2020	107954	ADAME LANDSCAPE	MEN CONT MAIN MAHOGANY CREEK	2,999.56

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8/27/2020	107955	ADAME LANDSCAPE	MEN CONT MAIN TRAIL HEAD #31582	644.09
8/27/2020	107956	ADAME LANDSCAPE	FVCFD CON MAIN TUCALOTTA PK	3,922.36
8/27/2020	107957	ADAME LANDSCAPE	FVCFD CONT MAIN TURTLE RANCH TR 351	1,579.37
8/27/2020	107958	ADAME LANDSCAPE	VW CONT MAIN LOUIS JACKSON PARK	1,093.97
8/27/2020	107959	ADAME LANDSCAPE	FVCFD CONT MAIN VICTORY PARK	3,670.84
8/27/2020	107960	ADAME LANDSCAPE	FVCFD CONT MAIN VINEYARD HEIGHTS	416.80
8/27/2020	107962	ADAME LANDSCAPE	WPCFD CONT MAIN WESTERN HILL/RICE R	734.87
8/27/2020	107963	ADAME LANDSCAPE	VW CONT MAIN WINCHESTER PARK	3,966.94
8/27/2020	107965	FRENCH VALLEY PARK SPECIALIST	FV #7 CONTRACT MAIN STREETSCAPES	4,928.76
8/27/2020	107966	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN LEON PARK	1,830.15
8/27/2020	107967	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN 9 ACRE BASIN	4,668.13
8/27/2020	107968	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN ABELIA SPORTS PARK	7,657.47
8/27/2020	107969	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN ADELINES FARM PARK	568.60
8/27/2020	107970	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN BROOKFIELD PARK	4,817.93
8/27/2020	107971	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN BUTTERFIELD PARK	4,831.45
8/27/2020	107972	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN CROWN VALLEY PARK	4,389.86
8/27/2020	107973	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN EMERALD PARK	3,967.09
8/27/2020	107974	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN FIELDVIEW PARK	3,573.42
8/27/2020	107975	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN PRIMROSE PARK	758.23
8/27/2020	107976	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN RANCHO BELLA VISTA	3,978.41
8/27/2020	107977	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN SHEFFIELD PARK	7,326.63
8/27/2020	107978	FRENCH VALLEY PARK SPECIALIST	FV #6 CONTRACT MAIN. STREETSCAPES	12,137.74
8/27/2020	107979	FRENCH VALLEY PARK SPECIALIST	FV #3 CONTRACT MAIN. STREETSCAPES	7,086.28
8/27/2020	107980	FRENCH VALLEY PARK SPECIALIST	FV #4 CONTRACT MAIN. STREETSCAPES	7,526.40
8/27/2020	107981	FRENCH VALLEY PARK SPECIALIST	FV #1 CONTRACT MAIN. STREETSCAPES	12,266.27
8/27/2020	107982	FRENCH VALLEY PARK SPECIALIST	FV #5 CONTRACT MAIN. STREETSCAPES	11,398.40

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8/27/2020	107983	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN WASHINGTON PARK	3,583.80
8/27/2020	107984	FRENCH VALLEY PARK SPECIALIST	FV #2 CONTRACT MAIN. STREETSCAPES	17,849.33
8/27/2020	107985	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN RANCH BELLA VISTA 2	2,940.44
8/27/2020	107986	FRENCH VALLEY PARK SPECIALIST	FV CONTRACT MAIN WIN COORIDOR	3,859.51
8/27/2020	107987	ADAME LANDSCAPE	VW CONT MAIN RODENT CNTL/FERT	2,113.82
8/27/2020	107988	SWEEPING UNLIMITED	CONT MAIN REGIONAL SWEEPING	441.00
8/27/2020	107989	SCE	VW UTILITIES 2-SITES	1,441.11
8/28/2020	107990	CARD SERVICE CENTER	VW,EH,FV SUPPLIES 7-PROGRAMS	1,695.47
8/28/2020	107991	CITY OF SAN JACINTO WATER	VW UTILITIES 3-SITES	854.64
8/28/2020	107994	EMWD	WP UTILITIES 1-PK	3,835.98
8/28/2020	107995	EMWD	VW UTILITIES 7-SITES	1,847.42
8/28/2020	108000	SCE	FV,FVCFD UTILITIES 2-PKS 16-SS	1,037.83
8/28/2020	108001	SMART & FINAL	VW,EH SUPPLIES 2-PROGRAMS	477.39
8/28/2020	108003	THE PRESS ENTERPRISE	WP LEGAL ADVERTISING	532.80
8/28/2020	EFT082820	CALPERS	RETIREMENT	27,255.44
8/31/2020	108006	FRENCH VALLEY PARK SPECIALIST	FV PLANTING REPLACEMENT 1-SS	2,837.88
8/31/2020	108012	ADAME LANDSCAPE	MS CONT MAIN MOSAIC PARK TR 28206	851.90
8/31/2020	108013	ADAME LANDSCAPE	MS CONT MAIN MOSAIC PARK TR 28206	851.90
8/31/2020	108014	ADAME LANDSCAPE	MS CONT MAIN MOSAIC PARK TR 28206	851.90
8/31/2020	108015	ADAME LANDSCAPE	MS CONT MAIN MOSAIC PARK TR 28206	851.90
8/31/2020	108016	ADAME LANDSCAPE	MS CONT MAIN MOSAIC PARK TR 28206	851.90
8/31/2020	108017	ADAME LANDSCAPE	MS CONT MAIN MOSAIC PARK TR 28206	851.90
8/31/2020	108018	SCE	FV,MN UTILITIES 1-PK 2-SS	398.36

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FINANCIAL STATEMENTS

***July
2020***

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Valley-Wide District
Valley-Wide Recreation & Park District
P.O. Box 907, San Jacinto, CA 92582

Balance Sheet
July 31, 2020

CURRENT ASSETS		
VW-Cash - Riverside County Account	\$	1,041,945
VW-Cash - Checking		165,497
VW-Cash - Imprest Cash		903
Valley-Wide Savings - General Fund/Operations		5,386,571
Valley-Wide Savings - Park Development		4,910,528
Investments - LAIF Funds - General Fund/Operations		3,358
Investments - LAIF Funds - Park Development		66,315
Amounts to be Provided		1,284,671
Prepaid Expenses/Misc Receivables		115,954
Inventory		12,620
TOTAL CURRENT ASSETS	\$	12,988,363
 FIXED ASSETS-CAPITAL ASSETS		
Maintenance Equipment	\$	77,657
Vehicles		133,938
Structures & Improvements		45,763,943
Land & Buildings		36,857,114
TOTAL FIXED ASSETS	\$	82,832,652
TOTAL ASSETS	\$	95,821,015
 CURRENT LIABILITIES		
Accounts Payables/Accrued Payroll	\$	81,934
TOTAL CURRENT LIABILITIES	\$	81,934
 LONG TERM LIABILITIES		
Other Post-Employment Benefits		1,132,942
Accrued Vacation Payable		151,729
TOTAL LONG TERM LIABILITIES	\$	1,284,671
TOTAL LIABILITIES	\$	1,366,605
 EQUITY		
VWR General Fund Balance	\$	6,871,590
Capital Projects Fund Balance		4,758,086
Capital Assets Fund Balance		82,832,652
Revenues Over/(Under) Expenses-General Fund		(228,525)
Revenues Over/(Under) Expenses-Capital Projects		220,607
TOTAL EQUITY	\$	94,454,410
TOTAL LIABILITIES & FUND EQUITY	\$	95,821,015

Valley-Wide DISTRICT
Valley-Wide Recreation & Park District
P.O. Box 907, San Jacinto, CA 92582

Income Statement
Current Month & Year to Date
For the Period Ending July 31, 2020

	Month of July 2020		Year-To-Date	
	Actual	Percent	Actual	Percent
Revenues:				
Property Tax	\$ 0	0.0%	\$ 0	0.0%
V-W Special Assessment	0	0.0%	0	0.0%
Homeowners Tax Relief	0	0.0%	0	0.0%
Supplemental Tax	0	0.0%	0	0.0%
Program Fees	0	0.0%	0	0.0%
KAC Program	0	0.0%	0	0.0%
Aquatic Center/Pool	0	0.0%	0	0.0%
Simpson Center	0	0.0%	0	0.0%
Echo Hills	23,520	91.6%	23,520	91.6%
Graffiti Removal	0	0.0%	0	0.0%
Sponsors/Fundraising	0	0.0%	0	0.0%
Facility Rentals	1,162	4.5%	1,162	4.5%
Donations & Fund Raisers	0	0.0%	0	0.0%
Concessions	0	0.0%	0	0.0%
LMD Admin. Transfers	0	0.0%	0	0.0%
Miscellaneous	275	1.1%	275	1.1%
Invest Income	732	2.8%	732	2.8%
Total Revenues	\$ 25,689	100.0%	\$ 25,689	100.0%
Expenses:				
Salaries-Permanent	\$ 46,432	180.7%	\$ 46,432	180.7%
Salaries-Part-Time	12,965	50.5%	12,965	50.5%
Benefits/Payroll Taxes	43,193	168.1%	43,193	168.1%
Contract Labor	0	0.0%	0	0.0%
Contract Services	42,997	167.4%	42,997	167.4%
Office Supplies/Misc.	117	0.5%	117	0.5%
Legal	0	0.0%	0	0.0%
District Audit	0	0.0%	0	0.0%
Printing/Advertising/Promo	932	3.6%	932	3.6%
Memberships/Dues	2,900	11.3%	2,900	11.3%
Travel/Gas-Diesel-Oil	72	0.3%	72	0.3%
Concessions	0	0.0%	0	0.0%
Equipment Leases	0	0.0%	0	0.0%
Election Costs	0	0.0%	0	0.0%
Equipment Repair	538	2.1%	538	2.1%
Field Supplies	12,563	48.9%	12,563	48.9%
Utilities-Electric	2,208	8.6%	2,208	8.6%
Utilities-Water	4,288	16.7%	4,288	16.7%
Telephone	2,110	8.2%	2,110	8.2%
Equipment Outlay	0	0.0%	0	0.0%
Vehicles	0	0.0%	0	0.0%
Liability Insurance	54,648	212.7%	54,648	212.7%
KAC Program	0	0.0%	0	0.0%
Aquatic Center/Pool	8,850	34.5%	8,850	34.5%
Simpson Center	871	3.4%	871	3.4%
Echo Hills	18,530	72.1%	18,530	72.1%
Graffiti Expenses	0	0.0%	0	0.0%
Subtotal	254,214	989.6%	254,214	989.6%
Total Expenses	254,214	989.6%	254,214	989.6%
Revenues Over/Under Expenses	\$ (228,525)	-889.6%	\$ (228,525)	-889.6%

Valley-Wide District
Valley-Wide Rec & Park District
P.O. Box 907, San Jacinto, CA 92582

Income Statement
Prior Year Compared To Current Actual
For the Period Ending July 31, 2020

	-----Month-----		
	Actual Jul-20	Actual Jul-19	Variance \$
Revenues			
Property Taxes	0	0	0
Special Assessments	0	0	0
Homeowners Tax Relief	0	0	0
Supplemental Tax	0	0	0
Program Fees	0	12,366	(12,366)
KAC Program	0	0	0
Aquatic Center/Pool	0	108,733	(108,733)
Simpson Center	0	1,922	(1,922)
Echo Hills	23,520	0	23,520
Graffiti Removal	0	0	0
Sponsors/Fundraising	0	0	0
Facility Rentals	1,162	10,771	(9,609)
Donations	0	18,953	(18,953)
Concessions	0	95	(95)
LMD Admin. Transfers	0	0	0
Miscellaneous	275	5	270
Investment Inc.	732	639	93
Subtotal	25,689	153,484	(127,795)
Total Revenues	25,689	153,484	(127,795)
Expenses:			
Salaries-Permanent	46,432	36,571	9,861
Salaries-Part-Time	12,965	37,263	(24,298)
Benefits/Payroll Taxes	43,193	32,087	11,106
Contract Labor	0	11,218	(11,218)
Contract Services	42,997	37,696	5,301
Office Supplies/Misc.	117	375	(258)
Legal	0	0	0
District Audit	0	0	0
Printing/Advertising/Promo	932	21,000	(20,068)
Memberships/Dues	2,900	2,560	340
Travel/Gas-Diesel-Oil	72	0	72
Concessions	0	0	0
Equipment Leases	0	1,241	(1,241)
Election Costs	0	0	0
Equipment/Building Repair	538	182	356
Field Supplies	12,563	42,444	(29,881)
Utilities-Electric	2,208	5,116	(2,908)
Utilities-Water	4,288	470	3,818
Telephone	2,110	2,683	(573)
Equipment Outlay	0	0	0
Vehicles	0	0	0
Liability Insurance	54,648	125	54,523
KAC Program	0	5,522	(5,522)
Aquatic Center/Pool	8,850	50,741	(41,891)
Simpson Center	871	11,545	(10,674)
Echo Hills	18,530	0	18,530
Graffiti Expenses	0	1,590	(1,590)
Subtotal	254,214	300,429	(46,215)
Total Expenses	254,214	300,429	(46,215)
Revenues Over/Under Exp	(228,525)	(146,945)	(81,580)

VALLEY-WIDE CAPITAL PROJECTS
Valley-Wide Rec. & Park District
P.O. Box 907, San Jacinto, CA 92582

Income Statement
Prior Year Compared To Current Actual
For the Period Ending July 31, 2020

	-----Month-----		
	Actual	Actual	Variance
	Jul-20	Jul-19	\$
REVENUES			
QUIMBY FEES	229,632	214,656	14,976
DONATIONS	0	0	0
INTEREST INCOME	582	451	131
MISCELLANEOUS	0	0	0
	-----	-----	-----
TOTAL REVENUES	230,214	215,107	15,107
	-----	-----	-----
EXPENSES			
VALLE VISTA CC/PARK	0	0	0
SEARL YOUTH PARK	9,607	0	9,607
ADMIN BUILDING	0	0	0
REGIONAL PARK	0	0	0
SPORTS CENTER	0	0	0
MARIAN ASHLEY CC/PARK	0	0	0
DVL AQUATIC CENTER	0	15,680	(15,680)
DIAMOND VALLEY LK PK	0	0	0
JV EXCHANGE CLUB PARK	0	50	(50)
BILL GRAY PARK	0	0	0
WINCHESTER PARK	0	0	0
WIN. COMM CENTER	0	0	0
	-----	-----	-----
TOTAL EXPENSES	9,607	15,730	(6,123)
	-----	-----	-----
REV OVER/ (UNDER) EXP	220,607	199,377	21,230
	=====	=====	=====

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**MENIFEE LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
July 31, 2020**

<hr/> <hr/>	
<u>ASSETS</u>	
Cash-Riverside County Account (Cash held by Riverside County Treasurer)	\$ 178,646
Cash-Menifee Checking Account (Cash in Bank of Hemet)	125,812
Cash-Menifee Investment Account-Savings	875,585
REC1/Misc Receivables	407
TOTAL CURRENT ASSETS	\$ 1,180,450
<u>TOTAL ASSETS</u>	\$ 1,180,450
 <u>LIABILITIES & FUND BALANCE</u>	
 <u>LIABILITIES</u>	
Refundable Deposits	\$ 5,350
Accounts Payable	42,359
TOTAL CURRENT LIABILITIES	47,709
 <u>FUND BALANCE</u>	
Menifee Fund Balance (Cash Balance beg of year)	\$ 1,235,185
Current Earnings/(Loss)	(102,444)
TOTAL LIABILITIES AND FUND BALANCE	\$ 1,180,450

MENIFEE LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582

Income Statement
Current Month and Prior Year Month
For period Ending July 31, 2020

	Actual	Actual	
	<u>Jul-20</u>	<u>Jul-19</u>	<u>Variance</u>
Revenues			
Program Fees	0	2,944	(2,944)
Rental Income	0	13,011	(13,011)
Investment Income	<u>124</u>	<u>136</u>	<u>(13)</u>
Total Revenues	<u>124</u>	<u>16,091</u>	<u>(15,967)</u>
Expenditures			
Full Time Salaries	9,413	10,532	(1,119)
Part Time Salaries	0	8,021	(8,021)
Benefits/Payroll Taxes	6,830	7,320	(490)
Workers Comp	133	303	(170)
Contract Labor	0	933	(933)
Contract Services	53,587	52,485	1,101
Gas & Oil	0	155	(155)
Equipment Leases	0	100	(100)
Equipment Maintenance	0	28	(28)
Supplies	0	138	(138)
Operational	7,190	5,163	2,027
Utilities-Electricity	1,022	2,155	(1,133)
Utilities-Water	4,126	13,016	(8,890)
Telephone/Cell/Internet	1,235	536	699
Insurance	<u>19,031</u>	<u>0</u>	<u>19,031</u>
Total Expenditures	<u>102,568</u>	<u>100,885</u>	<u>1,683</u>
Revenues Over (Under) Expenses	<u>(102,444)</u>	<u>(84,794)</u>	<u>(17,650)</u>

**FRENCH VALLEY COMMUNITY FACILITIES DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
July 31, 2020**

<u>ASSETS</u>		
Cash-Checking Account (Cash in Bank of Hemet)		35,376
Cash-Investment Account-Savings		1,569,437
Misc. Receivables		2,224
TOTAL CURRENT ASSETS		<u>1,607,037</u>
<u>TOTAL ASSETS</u>		<u><u>1,607,037</u></u>
<u>LIABILITIES & FUND BALANCE</u>		
Refundable Performance Deposit		102,108
<u>FUND BALANCE</u>		
French Valley CFD Fund Balance (Cash Balance beg of ye	1,545,617	
Current Earnings/(Loss)	(40,688)	1,504,929
		<u>1,504,929</u>
<u>TOTAL LIABILITIES AND FUND BALANCE</u>		<u><u>1,607,037</u></u>

**FRENCH VALLEY COMMUNITY FACILITIES DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month And Prior Year Month
For period Ending July 31, 2020

	Actual <u>Jul-20</u>	Actual <u>Jul-19</u>	<u>Variance</u>
Revenues			
Plan Check/Inspections	6,000	0	6,000
Annexation to LMD	5,875	0	5,875
Investment Income	<u>206</u>	<u>145</u>	<u>61</u>
Total Revenues	<u>12,081</u>	<u>145</u>	<u>11,936</u>
Expenditures			
Contract Services	38,269	37,187	1,083
Advertising	734	0	734
Operational	1,695	1,779	(84)
Utilities-Electricity	67	755	(689)
Utilities-Water	0	7,823	(7,823)
Telephone/Cell/Internet	229	213	15
Insurance	<u>11,776</u>	<u>0</u>	<u>11,776</u>
Total Expenditures	<u>52,769</u>	<u>47,757</u>	<u>5,012</u>
Revenues Over (Under) Expenses	<u>(40,688)</u>	<u>(47,613)</u>	<u>6,924</u>

**FRENCH VALLEY LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
July 31, 2020**

<u>ASSETS</u>		
Cash-Checking Account		20,634
Cash-Investment Account-Savings		3,502,627
Cash-Investment Account-LAIF		303,432
Cash-Imprest cash		30
REC1 Receivables		-
TOTAL CURRENT ASSETS		3,826,722
 <u>TOTAL ASSETS</u>		 3,826,722
<u>LIABILITIES & FUND BALANCE</u>		
Accounts Payable		117,707
Refundable Deposits		14,511
TOTAL CURRENT LIABILITIES		132,218
<u>FUND BALANCE</u>		
French Valley Fund Balance (Cash Balance beg of year)	3,901,391	
Current Earnings/(Loss)	(206,887)	3,694,504
 <u>TOTAL LIABILITIES AND FUND BALANCE</u>		 3,826,722

**FRENCH VALLEY LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month and Prior Year Month
For period Ending July 31, 2020

	Actual	Actual	
	<u>Jul-20</u>	<u>Jul-19</u>	<u>Variance</u>
Revenues			
Program Fees	0	813	(813)
Rental Income	0	4,570	(4,570)
Donations & Sponsors	0	150	(150)
Plan Check/Inspections	2,000	0	2,000
Investment Income	<u>512</u>	<u>558</u>	<u>(46)</u>
Total Revenues	<u>2,512</u>	<u>6,091</u>	<u>(3,579)</u>
Expenditures			
Full Time Salaries	9,569	8,900	669
Part Time Salaries	0	5,709	(5,709)
Benefits/Payroll Taxes	4,705	4,251	454
Workers Comp	164	259	(94)
Contract Labor	0	4,100	(4,100)
Contract Services	141,806	137,831	3,975
Gas & Oil	0	148	(148)
Equipment Leases	0	100	(100)
Supplies	0	2,196	(2,196)
Operational	10,764	13,057	(2,293)
Utilities-Electricity	1,693	2,311	(619)
Utilities-Water	19	17,955	(17,937)
Telephone/Cell/Internet	435	466	(31)
Insurance	<u>40,244</u>	<u>0</u>	<u>40,244</u>
Total Expenditures	<u>209,398</u>	<u>197,282</u>	<u>12,116</u>
Revenues Over (Under) Expenses	<u>(206,887)</u>	<u>(191,192)</u>	<u>(15,695)</u>

**MENIFEE NORTH LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
July 31, 2020**

<u>ASSETS</u>	
Cash-Checking Account (Cash in Bank of Hemet)	71,153
Cash-Investment Account-Savings	952,123
Cash-Investment Account-LAIF	30,501
Misc Receivables	4,164
TOTAL CURRENT ASSETS	1,057,941
 <u>TOTAL ASSETS</u>	 1,057,941
 <u>LIABILITIES & FUND BALANCE</u>	
Accounts Payable	49,864
 <u>FUND BALANCE</u>	
Menifee North Fund Balance (Cash Balance beg of year)	\$ 1,083,742
Current Earnings/(Loss)	(75,665)
	1,008,077
 <u>TOTAL LIABILITIES AND FUND BALANCE</u>	 1,057,941

**MENIFEE NORTH LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month and Prior Year Month
For period Ending July 31, 2020

	Actual <u>Jul-20</u>	Actual <u>Jul-19</u>	<u>Variance</u>
Revenues			
Investment Income	<u>134</u>	<u>124</u>	<u>10</u>
Total Revenues	<u>134</u>	<u>124</u>	<u>10</u>
Expenditures			
Full Time Salaries	958	1,065	(107)
Benefits/Payroll Taxes	382	296	85
Workers Comp	14	16	(2)
Contract Services	49,050	49,932	(882)
Operational	2,661	2,638	22
Utilities-Electricity	1,348	1,369	(21)
Utilities-Water	5,289	27,256	(21,966)
Insurance	<u>16,097</u>	<u>0</u>	<u>16,097</u>
Total Expenditures	<u>75,799</u>	<u>82,571</u>	<u>(6,773)</u>
Revenues Over (Under) Expenses	<u>(75,665)</u>	<u>(82,447)</u>	<u>6,782</u>

**MENIFEE SOUTH LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
July 31, 2020**

<u>ASSETS</u>	
Cash-Checking Account (Cash in Bank of Hemet)	41,718
Cash-Investment Account - Savings	2,256,055
Cash-Investment Account - LAIF	109,774
Property Tax/Misc Receivables	-
TOTAL CURRENT ASSETS	\$ 2,407,547
 <u>TOTAL ASSETS</u>	 \$ 2,407,547
 <u>LIABILITIES & FUND BALANCE</u>	
Accounts Payable	16,543
 <u>FUND BALANCE</u>	
Menifee South Fund Balance (Cash Balance beg of year)	\$ 2,434,966
Current Earnings/(Loss)	(43,962)
	\$ 2,391,004
 <u>TOTAL LIABILITIES AND FUND BALANCE</u>	 \$ 2,407,547

MENIFEE SOUTH LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582

Income Statement
Current Month and Prior Year Month
For period Ending July 31, 2020

	Actual	Actual	
	<u>Jul-20</u>	<u>Jul-19</u>	<u>Variance</u>
Revenues			
Investment Income	296	315	(19)
Total Revenues	<u>296</u>	<u>315</u>	<u>(19)</u>
Expenditures			
Full Time Salaries	1,247	1,385	(138)
Benefits/Payroll Taxes	497	385	112
Workers Comp	20	22	(2)
Contract Services	27,135	26,887	247
Operational	1,354	1,394	(40)
Utilities-Electricity	371	213	158
Utilities-Water	5,824	2,130	3,694
Insurance	<u>7,811</u>	<u>0</u>	<u>7,811</u>
Total Expenditures	<u>44,258</u>	<u>32,416</u>	<u>11,842</u>
Revenues Over (Under) Expenses	<u>(43,962)</u>	<u>(32,101)</u>	<u>(11,861)</u>

**WINCHESTER PARK LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
July 31, 2020**

<u>ASSETS</u>	
Cash-Checking Account (Cash in Bank of Hemet)	21,377
Cash-Investment Account - Savings	182,699
Misc Receivables	0
TOTAL CURRENT ASSETS	\$ 204,077
<u>TOTAL ASSETS</u>	\$ 204,077
 <u>LIABILITIES & FUND BALANCE</u>	
Accounts Payable	7,222
 <u>FUND BALANCE</u>	
Winchester Park Fund Balance (Cash Balance beg of year) \$	201,020
Current Earnings/(Loss)	(4,165)
	\$ 196,855
<u>TOTAL LIABILITIES AND FUND BALANCE</u>	\$ 204,077

WINCHESTER PARK LANDSCAPE MAINTENANCE DISTRI
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582

Income Statement
Current Month and Prior Year Month
For period Ending July 31, 2020

	Actual <u>Jul-20</u>	Actual <u>Jul-19</u>	<u>Variance</u>
Revenues			
Investment Income	23	15	9
Total Revenues	<u>23</u>	<u>15</u>	<u>9</u>
Expenditures			
Full Time Salaries	182	199	(17)
Benefits/Payroll Taxes	73	55	17
Workers Comp	4	4	0
Contract Services	1,049	1,049	0
Operational	54	52	2
Utilities-Electricity	16	20	(4)
Utilities-Water	1,541	826	715
Insurance	<u>1,269</u>	<u>0</u>	<u>1,269</u>
Total Expenditures	<u>4,188</u>	<u>2,206</u>	<u>1,982</u>
Revenues Over (Under) Expenses	<u>(4,165)</u>	<u>(2,192)</u>	<u>(1,973)</u>

**WINCHESTER PARK COMMUNITY FACILITIES DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
July 31, 2020**

<u>ASSETS</u>	
Cash-Checking Account (Cash in Bank of Hemet)	22,988
Cash-Investment Account-Savings	375,138
Misc Receivables	0
TOTAL CURRENT ASSETS	\$ 398,127
 <u>TOTAL ASSETS</u>	 \$ 398,127
<u>LIABILITIES & FUND BALANCE</u>	
 CURRENT LIABILITIES	
Accounts Payable/Refundable Deposits	193,516
 <u>FUND BALANCE</u>	
Winchester Park Fund Balance (Cash Balance beg of year) \$	207,211
Current Earnings/(Loss)	(2,600) \$ 204,611
	\$ 204,611
 <u>TOTAL LIABILITIES AND FUND BALANCE</u>	 \$ 398,127

**WINCHESTER PARK COMMUNITY FACILITIES DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month and Prior Year Month
For period Ending July 31, 2020

	Actual <u>Jul-20</u>	Actual <u>Jul-19</u>	<u>Variance</u>
Revenues			
Plan Check/Inspections	3,035	12,000	(8,965)
Investment Income	<u>48</u>	<u>0</u>	<u>48</u>
Total Revenues	<u>3,083</u>	<u>12,000</u>	<u>(8,917)</u>
Expenditures			
Contract Services	3,353	0	3,353
Advertising	367	0	367
Operational	168	0	168
Utilities-Electricity	10	0	10
Insurance	<u>1,784</u>	<u>0</u>	<u>1,784</u>
Total Expenditures	<u>5,682</u>	<u>0</u>	<u>5,682</u>
Revenues Over (Under) Expenses	<u>(2,600)</u>	<u>12,000</u>	<u>(14,600)</u>

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FINANCIAL STATEMENTS

***August
2020***

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Valley-Wide District
Valley-Wide Recreation & Park District
P.O. Box 907, San Jacinto, CA 92582

Balance Sheet
August 31, 2020

CURRENT ASSETS		
VW-Cash - Riverside County Account	\$	1,041,946
VW-Cash - Checking		457,008
VW-Cash - Imprest Cash		903
Valley-Wide Savings - General Fund/Operations		4,937,229
Valley-Wide Savings - Park Development		4,911,145
Investments - LAIF Funds - General Fund/Operations		3,358
Investments - LAIF Funds - Park Development		66,315
Amounts to be Provided		1,284,671
Prepaid Expenses/Misc Receivables		142,741
Inventory		12,620
TOTAL CURRENT ASSETS	\$	12,857,937
 FIXED ASSETS-CAPITAL ASSETS		
Maintenance Equipment	\$	77,657
Vehicles		133,938
Structures & Improvements		45,763,943
Land & Buildings		36,857,114
TOTAL FIXED ASSETS	\$	82,832,652
TOTAL ASSETS	\$	95,690,589
 CURRENT LIABILITIES		
Accounts Payables/Accrued Payroll	\$	(0)
TOTAL CURRENT LIABILITIES	\$	(0)
 LONG TERM LIABILITIES		
Other Post-Employment Benefits		1,132,942
Accrued Vacation Payable		151,729
TOTAL LONG TERM LIABILITIES	\$	1,284,671
TOTAL LIABILITIES	\$	1,284,671
 EQUITY		
VWR General Fund Balance	\$	6,862,729
Capital Projects Fund Balance		4,758,086
Capital Assets Fund Balance		82,832,652
Revenues Over/(Under) Expenses-General Fund		(523,366)
Revenues Over/(Under) Expenses-Capital Projects		475,817
TOTAL EQUITY	\$	94,405,918
TOTAL LIABILITIES & FUND EQUITY	\$	95,690,589

Valley-Wide District
Valley-Wide Recreation & Park District
P.O. Box 907, San Jacinto, CA 92582

Income Statement
Current Month & Year to Date
For the Period Ending August 31, 2020

	Month of August 2020		Year-To-Date	
	Actual	Percent	Actual	Percent
Revenues:				
Property Tax	\$ 0	0.0%	\$ 0	0.0%
V-W Special Assessment	0	0.0%	0	0.0%
Homeowners Tax Relief	0	0.0%	0	0.0%
Supplemental Tax	0	0.0%	0	0.0%
Program Fees	(75)	-0.3%	(75)	-0.1%
KAC Program	0	0.0%	0	0.0%
Aquatic Center/Pool	0	0.0%	0	0.0%
Simpson Center	0	0.0%	0	0.0%
Echo Hills	21,069	84.0%	44,589	87.8%
Graffiti Removal	0	0.0%	0	0.0%
Sponsors/Fundraising	0	0.0%	0	0.0%
Facility Rentals	3,427	13.7%	4,589	9.0%
Donations & Fund Raisers	0	0.0%	0	0.0%
Concessions	0	0.0%	0	0.0%
LMD Admin. Transfers	0	0.0%	0	0.0%
Miscellaneous	17	0.1%	292	0.6%
Invest Income	658	2.6%	1,390	2.7%
Total Revenues	\$ 25,096	100.0%	\$ 50,785	100.0%
Expenses:				
Salaries-Permanent	\$ 83,553	332.9%	\$ 129,985	256.0%
Salaries-Part-Time	21,998	87.7%	34,963	68.8%
Benefits/Payroll Taxes	58,913	234.8%	102,106	201.1%
Contract Labor	0	0.0%	0	0.0%
Contract Services	38,117	151.9%	81,114	159.7%
Office Supplies/Misc.	172	0.7%	289	0.6%
Legal	0	0.0%	0	0.0%
District Audit	0	0.0%	0	0.0%
Printing/Advertising/Promo	98	0.4%	1,030	2.0%
Memberships/Dues	1,460	5.8%	4,360	8.6%
Travel/Gas-Diesel-Oil	1,795	7.2%	1,867	3.7%
Concessions	0	0.0%	0	0.0%
Equipment Leases	1,617	6.4%	1,617	3.2%
Election Costs	0	0.0%	0	0.0%
Equipment Repair	407	1.6%	945	1.9%
Field Supplies	31,794	126.7%	44,357	87.3%
Utilities-Electric	8,678	34.6%	10,886	21.4%
Utilities-Water	21,759	86.7%	26,047	51.3%
Telephone	2,237	8.9%	4,347	8.6%
Equipment Outlay	0	0.0%	0	0.0%
Vehicles	0	0.0%	0	0.0%
Liability Insurance	0	0.0%	54,648	107.6%
KAC Program	1,428	5.7%	1,428	2.8%
Aquatic Center/Pool	14,549	58.0%	23,399	46.1%
Simpson Center	2,123	8.5%	2,994	5.9%
Echo Hills	28,987	115.5%	47,517	93.6%
Graffiti Expenses	252	1.0%	252	0.5%
Subtotal	319,937	1274.9%	574,151	1130.6%
Total Expenses	319,937	1274.9%	574,151	1130.6%
Revenues Over/Under Expenses	\$ (294,841)	-1174.9%	\$ (523,366)	-1030.6%

Valley-Wide District

Valley-Wide Rec & Park District

P.O. Box 907, San Jacinto, CA 92582

Income Statement

Prior Year Compared To Current Actual

For the Period Ending August 31, 2020

	-----Month-----			-----Year-To-Date-----		
	Actual Aug-20	Actual Aug-19	Variance \$	Actual Y-T-D	Actual Prior Y-T-D	Variance \$
Revenues						
Property Taxes	0	0	0	0	0	0
Special Assessments	0	601	(601)	0	601	(601)
Homeowners Tax Relief	0	0	0	0	0	0
Supplemental Tax	0	0	0	0	0	0
Program Fees	(75)	15,075	(15,150)	(75)	21,990	(22,065)
KAC Program	0	238	(238)	0	238	(238)
Aquatic Center/Pool	0	42,049	(42,049)	0	150,782	(150,782)
Simpson Center	0	3,664	(3,664)	0	5,586	(5,586)
Echo Hills	21,069	0	21,069	44,589	0	44,589
Graffiti Removal	0	0	0	0	0	0
Sponsors/Fundraising	0	0	0	0	0	0
Facility Rentals	3,427	11,910	(8,483)	4,589	17,640	(13,051)
Donations	0	4,719	(4,719)	0	27,204	(27,204)
Concessions	0	0	0	0	0	0
LMD Admin. Transfers	0	0	0	0	0	0
Miscellaneous	17	322	(305)	292	1,828	(1,536)
Investment Inc.	658	667	(9)	1,390	1,419	(29)
Subtotal	25,096	79,245	(54,149)	50,785	227,288	(176,503)
Total Revenues	25,096	79,245	(54,149)	50,785	227,288	(176,503)
Expenses:						
Salaries-Permanent	83,553	72,746	10,807	129,985	118,846	11,139
Salaries-Part-Time	21,998	64,612	(42,614)	34,963	103,557	(68,594)
Benefits/Payroll Taxes	58,913	47,345	11,568	102,106	84,012	18,094
Contract Labor	0	12,939	(12,939)	0	18,514	(18,514)
Contract Services	38,117	52,495	(14,378)	81,114	88,101	(6,987)
Office Supplies/Misc.	172	2,769	(2,597)	289	5,551	(5,262)
Legal	0	2,689	(2,689)	0	2,689	(2,689)
District Audit	0	0	0	0	0	0
Printing/Advertising/Promo	98	152	(54)	1,030	24,707	(23,677)
Memberships/Dues	1,460	3,525	(2,065)	4,360	3,925	435
Travel/Gas-Diesel-Oil	1,795	2,529	(734)	1,867	4,742	(2,875)
Concessions	0	0	0	0	0	0
Equipment Leases	1,617	682	935	1,617	1,617	0
Election Costs	0	0	0	0	0	0
Equipment/Building Repair	407	89	318	945	1,221	(276)
Field Supplies	31,794	43,696	(11,902)	44,357	91,389	(47,032)
Utilities-Electric	8,678	16,461	(7,783)	10,886	20,408	(9,522)
Utilities-Water	21,759	15,793	5,966	26,047	26,821	(774)
Telephone	2,237	3,217	(980)	4,347	5,952	(1,605)
Equipment Outlay	0	0	0	0	0	0
Vehicles	0	0	0	0	0	0
Liability Insurance	0	46,147	(46,147)	54,648	46,272	8,376
KAC Program	1,428	22,901	(21,473)	1,428	28,423	(26,995)
Aquatic Center/Pool	14,549	74,816	(60,267)	23,399	125,557	(102,158)
Simpson Center	2,123	20,315	(18,192)	2,994	31,860	(28,866)
Echo Hills	28,987	0	28,987	47,517	0	47,517
Graffiti Expenses	252	3,467	(3,215)	252	5,057	(4,805)
Subtotal	319,937	509,385	(189,448)	574,151	839,221	(265,070)
Total Expenses	319,937	509,385	(189,448)	574,151	839,221	(265,070)
Revenues Over/Under Exp	(294,841)	(430,140)	135,299	(523,366)	(611,933)	88,567

VALLEY-WIDE CAPITAL PROJECTS

Valley-Wide Rec. & Park District

P.O. Box 907, San Jacinto, CA 92582

Income Statement

Prior Year Compared To Current Actual

For the Period Ending August 31, 2020

	-----Month-----			-----Year-To-Date-----		
	Actual Aug-20	Actual Aug-19	Variance \$	Actual	Prior Y-T-D	Variance \$
REVENUES						
QUIMBY FEES	259,584	363,874	(104,290)	489,216	578,530	(89,314)
DONATIONS	0	0	0	0	0	0
INTEREST INCOME	617	426	191	1,199	876	323
MISCELLANEOUS	0	0	0	0	0	0
TOTAL REVENUES	260,201	364,300	(104,099)	490,415	579,406	(88,991)
EXPENSES						
VALLE VISTA CC/PARK	0	0	0	0	0	0
SEARL YOUTH PARK	4,991	0	4,991	14,598	0	14,598
ADMIN BUILDING	0	1,084	(1,084)	0	1,084	(1,084)
REGIONAL PARK	0	0	0	0	0	0
SPORTS CENTER	0	0	0	0	0	0
MARIAN ASHLEY CC/PARK	0	0	0	0	0	0
DVL AQUATIC CENTER	0	0	0	0	0	0
DIAMOND VALLEY LK PK	0	0	0	0	15,680	(15,680)
JV EXCHANGE CLUB PARK	0	269,477	(269,477)	0	269,527	(269,527)
BILL GRAY PARK	0	0	0	0	0	0
WINCHESTER PARK	0	0	0	0	0	0
WIN. COMM CENTER	0	0	0	0	0	0
TOTAL EXPENSES	4,991	270,561	(265,570)	14,598	286,291	(271,693)
REV OVER/ (UNDER) EXP	255,210	93,739	161,471	475,817	293,115	182,702

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**MENIFEE LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
August 31, 2020**

ASSETS

Cash-Riverside County Account (Cash held by Riverside County Treasurer)	\$	178,646
Cash-Meniffee Checking Account (Cash in Bank of Hemet)		117,917
Cash-Meniffee Investment Account-Savings		700,717
REC1/Misc Receivables		407
TOTAL CURRENT ASSETS	\$	997,687

TOTAL ASSETS

\$ 997,687

LIABILITIES & FUND BALANCE

LIABILITIES

Refundable Deposits	\$	5,350
Accounts Payable		5,747
TOTAL CURRENT LIABILITIES		11,097

FUND BALANCE

Meniffee Fund Balance (Cash Balance beg of year)	\$	1,228,074
Current Earnings/(Loss)	(241,484) \$	986,590
<u>TOTAL LIABILITIES AND FUND BALANCE</u>	\$	997,687

MENIFEE LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582

Income Statement
Current Month and Prior Year Month
For period Ending August 31, 2020

	<u>Actual</u> <u>Aug-20</u>	<u>Actual</u> <u>Aug-19</u>	<u>Variance</u>	<u>Actual</u> <u>Curr YTD</u>	<u>Actual</u> <u>Prior YTD</u>	<u>Variance</u>
Revenues						
Special Assessments	0	150	(150)	0	150	(150)
Program Fees	0	5,438	(5,438)	0	8,381	(8,381)
Rental Income	90	393	(303)	90	13,403	(13,313)
Investment Income	<u>132</u>	<u>114</u>	<u>18</u>	<u>256</u>	<u>251</u>	<u>5</u>
Total Revenues	<u>222</u>	<u>6,094</u>	<u>(5,872)</u>	<u>346</u>	<u>22,185</u>	<u>(21,839)</u>
Expenditures						
Full Time Salaries	17,115	16,203	911	26,528	26,735	(208)
Part Time Salaries	0	13,350	(13,350)	0	21,371	(21,371)
Benefits/Payroll Taxes	9,914	9,418	496	16,744	16,738	6
Workers Comp	242	485	(243)	375	788	(413)
Contract Labor	0	10,602	(10,602)	0	11,535	(11,535)
Contract Services	56,116	55,108	1,008	109,703	107,593	2,110
Legal	0	517	(517)	0	517	(517)
Gas & Oil	319	379	(60)	319	534	(214)
Equipment Leases	200	100	100	200	200	0
Equipment Maintenance	0	0	0	0	28	(28)
Supplies	7	3,797	(3,790)	7	3,935	(3,928)
Operational	17,366	16,360	1,006	24,556	21,522	3,034
Utilities-Electricity	4,345	6,616	(2,271)	5,368	8,771	(3,404)
Utilities-Water	33,082	30,165	2,917	37,208	43,180	(5,972)
Telephone/Cell/Internet	556	1,409	(853)	1,791	1,945	(154)
Structures/Improv/Equip	0	62,809	(62,809)	0	62,809	(62,809)
Insurance	<u>0</u>	<u>15,849</u>	<u>(15,849)</u>	<u>19,031</u>	<u>15,849</u>	<u>3,182</u>
Total Expenditures	<u>139,262</u>	<u>243,166</u>	<u>(103,904)</u>	<u>241,830</u>	<u>344,051</u>	<u>(102,221)</u>
Revenues Over (Under) Expenses	<u>(139,040)</u>	<u>(237,072)</u>	<u>98,033</u>	<u>(241,484)</u>	<u>(321,866)</u>	<u>80,382</u>

**FRENCH VALLEY COMMUNITY FACILITIES DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
August 31, 2020**

<u>ASSETS</u>		
Cash-Checking Account (Cash in Bank of Hemet)		51,787
Cash-Investment Account-Savings		1,444,634
Misc. Receivables		2,224
TOTAL CURRENT ASSETS		<u>1,498,646</u>
<u>TOTAL ASSETS</u>		<u><u>1,498,646</u></u>
<u>LIABILITIES & FUND BALANCE</u>		
Refundable Performance Deposit		75,000
<u>FUND BALANCE</u>		
French Valley CFD Fund Balance (Cash Balance beg of ye	1,531,922	
Current Earnings/(Loss)	(108,276)	1,423,646
		<u>1,423,646</u>
<u>TOTAL LIABILITIES AND FUND BALANCE</u>		<u><u>1,498,646</u></u>

**FRENCH VALLEY COMMUNITY FACILITIES DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month And Prior Year Month
For period Ending August 31, 2020

	<u>Actual</u> <u>Aug-20</u>	<u>Actual</u> <u>Aug-19</u>	<u>Variance</u>	<u>Actual</u> <u>Curr YTD</u>	<u>Actual</u> <u>Prior YTD</u>	<u>Variance</u>
Revenues						
Plan Check/Inspections	6,000	0	6,000	12,000	0	12,000
Annexation to LMD	0	0	0	5,875	0	5,875
Investment Income	<u>197</u>	<u>124</u>	<u>73</u>	<u>403</u>	<u>269</u>	<u>134</u>
Total Revenues	<u>6,197</u>	<u>124</u>	<u>6,073</u>	<u>18,278</u>	<u>269</u>	<u>18,009</u>
Expenditures						
Contract Services	43,348	37,187	6,161	81,617	74,373	7,244
Legal	0	268	(268)	0	268	(268)
Advertising	0	0	0	734	0	734
Operational	8,050	7,142	907	9,744	8,921	823
Utilities-Electricity	1,815	1,289	526	1,882	2,045	(163)
Utilities-Water	20,344	12,206	8,138	20,344	20,029	315
Telephone/Cell/Internet	229	227	1	457	441	16
Insurance	<u>0</u>	<u>5,565</u>	<u>(5,565)</u>	<u>11,776</u>	<u>5,565</u>	<u>6,211</u>
Total Expenditures	<u>73,784</u>	<u>63,884</u>	<u>9,900</u>	<u>126,554</u>	<u>111,641</u>	<u>14,912</u>
Revenues Over (Under) Expenses	<u>(67,587)</u>	<u>(63,760)</u>	<u>(3,828)</u>	<u>(108,276)</u>	<u>(111,372)</u>	<u>3,096</u>

**FRENCH VALLEY LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
August 31, 2020**

<u>ASSETS</u>		
Cash-Checking Account		53,765
Cash-Investment Account-Savings		2,978,064
Cash-Investment Account-LAIF		303,432
Cash-Imprest cash		30
REC1 Receivables		-
TOTAL CURRENT ASSETS		3,335,291
 <u>TOTAL ASSETS</u>		 3,335,291
<u>LIABILITIES & FUND BALANCE</u>		
Accounts Payable		1,150
Refundable Deposits		14,711
TOTAL CURRENT LIABILITIES		15,861
<u>FUND BALANCE</u>		
French Valley Fund Balance (Cash Balance beg of year)	3,849,751	
Current Earnings/(Loss)	(530,321)	3,319,430
 <u>TOTAL LIABILITIES AND FUND BALANCE</u>		 3,335,291

**FRENCH VALLEY LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month and Prior Year Month
For period Ending August 31, 2020

	Actual <u>Aug-20</u>	Actual <u>Aug-19</u>	<u>Variance</u>	Actual <u>Curr YTD</u>	Actual <u>Prior YTD</u>	<u>Variance</u>
Revenues						
Program Fees	0	2,035	(2,035)	0	2,848	(2,848)
Rental Income	1,048	8,429	(7,381)	1,048	12,999	(11,951)
Donations & Sponsors	0	0	0	0	150	(150)
Plan Check/Inspections	18,000	0	18,000	20,000	0	20,000
Investment Income	<u>437</u>	<u>468</u>	<u>(31)</u>	<u>949</u>	<u>1,026</u>	<u>(77)</u>
Total Revenues	<u>19,484</u>	<u>10,931</u>	<u>8,553</u>	<u>21,996</u>	<u>17,022</u>	<u>4,974</u>
Expenditures						
Full Time Salaries	17,398	16,572	826	26,967	25,472	1,495
Part Time Salaries	0	10,496	(10,496)	0	16,204	(16,204)
Benefits/Payroll Taxes	7,426	6,255	1,171	12,131	10,506	1,624
Workers Comp	299	486	(187)	463	745	(282)
Contract Labor	0	8,178	(8,178)	0	12,278	(12,278)
Contract Services	149,560	138,195	11,365	291,366	276,025	15,341
Postage	0	2	(2)	0	2	(2)
Gas & Oil	126	274	(148)	126	422	(296)
Equipment Leases	200	100	100	200	200	0
Supplies	2,013	727	1,285	2,013	2,924	(911)
Operational	19,128	90,977	(71,849)	29,892	104,034	(74,142)
Utilities-Electricity	6,000	8,247	(2,247)	7,693	10,558	(2,865)
Utilities-Water	140,131	111,444	28,686	140,149	129,400	10,750
Telephone/Cell/Internet	639	652	(13)	1,074	1,118	(44)
Insurance	<u>0</u>	<u>32,379</u>	<u>(32,379)</u>	<u>40,244</u>	<u>32,379</u>	<u>7,864</u>
Total Expenditures	<u>342,919</u>	<u>424,984</u>	<u>(82,065)</u>	<u>552,317</u>	<u>622,267</u>	<u>(69,950)</u>
Revenues Over (Under) Expenses	<u>(323,434)</u>	<u>(414,053)</u>	<u>90,618</u>	<u>(530,321)</u>	<u>(605,245)</u>	<u>74,924</u>

**MENIFEE NORTH LANDSCAPE MAINTENANCE DISTRICT
 VALLEY-WIDE REC & PARK DISTRICT
 P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
 August 31, 2020**

<u>ASSETS</u>	
Cash-Checking Account (Cash in Bank of Hemet)	94,646
Cash-Investment Account-Savings	752,243
Cash-Investment Account-LAIF	30,501
Misc Receivables	2,426
TOTAL CURRENT ASSETS	879,815
 <u>TOTAL ASSETS</u>	 879,815
 <u>LIABILITIES & FUND BALANCE</u>	
Accounts Payable	3,276
 <u>FUND BALANCE</u>	
Menifee North Fund Balance (Cash Balance beg of year)	\$ 1,077,396
Current Earnings/(Loss)	(200,857)
	876,539
 <u>TOTAL LIABILITIES AND FUND BALANCE</u>	 879,815

**MENIFEE NORTH LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month and Prior Year Month
For period Ending August 31, 2020

	Actual <u>Aug-20</u>	Actual <u>Aug-19</u>	<u>Variance</u>	Actual <u>Curr YTD</u>	Actual <u>Prior YTD</u>	<u>Variance</u>
Revenues						
Plan Check/Inspections	0	6,000	(6,000)	0	6,000	(6,000)
Miscellaneous	0	3,303	(3,303)	0	3,303	(3,303)
Investment Income	<u>120</u>	<u>94</u>	<u>26</u>	<u>253</u>	<u>218</u>	<u>36</u>
Total Revenues	<u>120</u>	<u>9,396</u>	<u>(9,277)</u>	<u>253</u>	<u>9,520</u>	<u>(9,267)</u>
Expenditures						
Full Time Salaries	1,742	1,638	103	2,700	2,703	(4)
Benefits/Payroll Taxes	694	455	238	1,075	752	324
Workers Comp	25	24	2	39	39	0
Contract Services	49,972	49,932	40	99,022	99,864	(842)
Legal	0	361	(361)	0	361	(361)
Operational	20,861	51,415	(30,554)	23,522	54,054	(30,532)
Utilities-Electricity	6,750	10,626	(3,876)	8,098	11,995	(3,897)
Utilities-Water	45,267	21,265	24,002	50,557	48,521	2,036
Insurance	<u>0</u>	<u>11,029</u>	<u>(11,029)</u>	<u>16,097</u>	<u>11,029</u>	<u>5,068</u>
Total Expenditures	<u>125,312</u>	<u>146,746</u>	<u>(21,435)</u>	<u>201,110</u>	<u>229,318</u>	<u>(28,208)</u>
Revenues Over (Under) Expenses	<u>(125,192)</u>	<u>(137,350)</u>	<u>12,158</u>	<u>(200,857)</u>	<u>(219,797)</u>	<u>18,940</u>

**MENIFEE SOUTH LANDSCAPE MAINTENANCE DISTRICT
 VALLEY-WIDE REC & PARK DISTRICT
 P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
 August 31, 2020**

<hr/> <hr/>	
<u>ASSETS</u>	
Cash-Checking Account (Cash in Bank of Hemet)	87,758
Cash-Investment Account - Savings	2,131,339
Cash-Investment Account - LAIF	109,774
Property Tax/Misc Receivables	-
TOTAL CURRENT ASSETS	\$ 2,328,871
 <u>TOTAL ASSETS</u>	 \$ 2,328,871
 <u>LIABILITIES & FUND BALANCE</u>	
Accounts Payable	645
 <u>FUND BALANCE</u>	
Menifee South Fund Balance (Cash Balance beg of year)	\$ 2,422,821
Current Earnings/(Loss)	(94,595)
	\$ 2,328,226
 <u>TOTAL LIABILITIES AND FUND BALANCE</u>	 \$ 2,328,871

MENIFEE SOUTH LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582

Income Statement
Current Month and Prior Year Month
For period Ending August 31, 2020

	<u>Actual</u> <u>Aug-20</u>	<u>Actual</u> <u>Aug-19</u>	<u>Variance</u>	<u>Actual</u> <u>Curr YTD</u>	<u>Actual</u> <u>Prior YTD</u>	<u>Variance</u>
Revenues						
Annexation to LMD	25,650	0	25,650	25,650	0	25,650
Investment Income	<u>283</u>	<u>276</u>	<u>8</u>	<u>580</u>	<u>591</u>	<u>(11)</u>
Total Revenues	<u>25,933</u>	<u>276</u>	<u>25,658</u>	<u>26,230</u>	<u>591</u>	<u>25,639</u>
Expenditures						
Full Time Salaries	2,268	2,130	137	3,515	3,515	0
Benefits/Payroll Taxes	903	592	311	1,400	977	422
Workers Comp	36	33	2	55	55	0
Contract Services	28,758	27,382	1,375	55,892	54,270	1,623
Legal	0	361	(361)	0	361	(361)
Operational	2,129	6,591	(4,462)	3,483	7,985	(4,502)
Utilities-Electricity	1,047	845	202	1,418	1,058	360
Utilities-Water	41,427	40,706	722	47,251	42,836	4,415
Insurance	<u>0</u>	<u>5,970</u>	<u>(5,970)</u>	<u>7,811</u>	<u>5,970</u>	<u>1,841</u>
Total Expenditures	<u>76,567</u>	<u>84,611</u>	<u>(8,044)</u>	<u>120,825</u>	<u>117,027</u>	<u>3,798</u>
Revenues Over (Under) Expenses	<u>(50,634)</u>	<u>(84,336)</u>	<u>33,702</u>	<u>(94,595)</u>	<u>(116,437)</u>	<u>21,841</u>

**WINCHESTER PARK LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
August 31, 2020**

<u>ASSETS</u>	
Cash-Checking Account (Cash in Bank of Hemet)	7,176
Cash-Investment Account - Savings	182,722
Misc Receivables	0
TOTAL CURRENT ASSETS	\$ 189,898
 <u>TOTAL ASSETS</u>	 \$ 189,898
 <u>LIABILITIES & FUND BALANCE</u>	
Accounts Payable	96
 <u>FUND BALANCE</u>	
Winchester Park Fund Balance (Cash Balance beg of year) \$	200,995
Current Earnings/(Loss)	(11,193)
	\$ 189,802
 <u>TOTAL LIABILITIES AND FUND BALANCE</u>	 \$ 189,898

**WINCHESTER PARK LANDSCAPE MAINTENANCE DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month and Prior Year Month
For period Ending August 31, 2020

	<u>Actual</u> <u>Aug-20</u>	<u>Actual</u> <u>Aug-19</u>	<u>Variance</u>	<u>Actual</u> <u>Curr YTD</u>	<u>Actual</u> <u>Prior YTD</u>	<u>Variance</u>
Revenues						
Investment Income	<u>23</u>	<u>13</u>	<u>10</u>	<u>46</u>	<u>28</u>	<u>18</u>
Total Revenues	<u>23</u>	<u>13</u>	<u>10</u>	<u>46</u>	<u>28</u>	<u>18</u>
Expenditures						
Full Time Salaries	331	307	25	513	506	7
Benefits/Payroll Taxes	132	85	47	204	141	64
Workers Comp	6	6	0	10	10	0
Contract Services	1,049	1,049	0	2,099	2,099	0
Advertising	533	0	533	533	0	533
Operational	268	277	(8)	323	329	(7)
Utilities-Electricity	41	49	(8)	57	69	(12)
Utilities-Water	4,690	3,128	1,562	6,231	3,953	2,278
Insurance	<u>0</u>	<u>506</u>	<u>(506)</u>	<u>1,269</u>	<u>506</u>	<u>763</u>
Total Expenditures	<u>7,051</u>	<u>5,407</u>	<u>1,644</u>	<u>11,239</u>	<u>7,613</u>	<u>3,626</u>
Revenues Over (Under) Expenses	<u>(7,028)</u>	<u>(5,394)</u>	<u>(1,634)</u>	<u>(11,193)</u>	<u>(7,586)</u>	<u>(3,607)</u>

**WINCHESTER PARK COMMUNITY FACILITIES DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

**BALANCE SHEET
August 31, 2020**

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<u>ASSETS</u>	
Cash-Checking Account (Cash in Bank of Hemet)	13,088
Cash-Investment Account-Savings	375,185
Misc Receivables	0
TOTAL CURRENT ASSETS	<u>\$ 388,273</u>
<u>TOTAL ASSETS</u>	<u><u>\$ 388,273</u></u>
 <u>LIABILITIES & FUND BALANCE</u>	
CURRENT LIABILITIES	
Accounts Payable/Refundable Deposits	186,866
 <u>FUND BALANCE</u>	
Winchester Park Fund Balance (Cash Balance beg of year) \$	199,450
Current Earnings/(Loss)	1,957
	<u>\$ 201,407</u>
<u>TOTAL LIABILITIES AND FUND BALANCE</u>	<u><u>\$ 388,273</u></u>

**WINCHESTER PARK COMMUNITY FACILITIES DISTRICT
VALLEY-WIDE REC & PARK DISTRICT
P.O. BOX 907, SAN JACINTO, CA 92582**

Income Statement
Current Month and Prior Year Month
For period Ending August 31, 2020

	<u>Actual</u> <u>Aug-20</u>	<u>Actual</u> <u>Aug-19</u>	<u>Variance</u>	<u>Actual</u> <u>Curr YTD</u>	<u>Actual</u> <u>Prior YTD</u>	<u>Variance</u>
Revenues						
Plan Check/Inspections	0	0	0	3,035	12,000	(8,965)
Annexation to LMD	13,250	7,875	5,375	13,250	7,875	5,375
Miscellaneous	0	12,085	(12,085)	0	12,085	(12,085)
Investment Income	<u>47</u>	<u>0</u>	<u>47</u>	<u>95</u>	<u>0</u>	<u>95</u>
Total Revenues	<u>13,297</u>	<u>19,960</u>	<u>(6,663)</u>	<u>16,380</u>	<u>31,960</u>	<u>(15,580)</u>
Expenditures						
Contract Services	7,803	0	7,803	11,157	0	11,157
Legal	0	245	(245)	0	245	(245)
Advertising	0	0	0	367	0	367
Operational	413	0	413	581	0	581
Utilities-Electricity	197	0	197	207	0	207
Utilities-Water	327	0	327	327	0	327
Insurance	<u>0</u>	<u>337</u>	<u>(337)</u>	<u>1,784</u>	<u>337</u>	<u>1,447</u>
Total Expenditures	<u>8,740</u>	<u>583</u>	<u>8,158</u>	<u>14,423</u>	<u>583</u>	<u>13,840</u>
Revenues Over (Under) Expenses	<u>4,557</u>	<u>19,377</u>	<u>(14,821)</u>	<u>1,957</u>	<u>31,377</u>	<u>(29,421)</u>

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CONSENT CALENDAR

ITEM No. 12.02

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Valley-Wide Recreation and Park District Board of Directors

Division 1 Nick Schouten President	Division 2 Steve Simpson Director	Division 3 Jan Bissell Secretary	Division 4 John Bragg Vice President	Division 5 Noah Rau Director
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Regular Meeting of the Board of Directors Minutes

Tuesday, August 4, 2020, 5:30 P.M.

1. CALL TO ORDER

- 1.01. The meeting of the Board of Directors of Valley-Wide Recreation and Park District was called to order at 5:34 P.M. on August 4, 2020 via Public Teleconference URL:
<https://us02web.zoom.us/j/88173627547?pwd=OU1XYkxMNkpkWCs0K0p3MUJ1L05jZz09>; And by phone: US: +1 669 900 6833 or +1 408 638 0968 or +1 346 248 7799 or +1 253 215 8782 or +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799; Zoom Webinar ID: 881 7362 7547; Passcode: 9876

2. PLEDGE OF ALLEGIANCE

- 2.01. The Pledge of Allegiance was led by President Schouten

3. INVOCATION

- 3.01. The Invocation was led by Director Bragg

4. ROLL CALL

BOARD PRESENT: Nick Schouten, John Bragg, Jan Bissell, Steve Simpson, Noah Rau

BOARD ABSENT: None

STAFF PRESENT: Dean Wetter, Gustavo Bermeo, Lanay Negrete, Miranda Negrete, Craig Shultz, Vince Valdez, Rene Gonzales

OTHERS PRESENT: Greg Davidson (NBS), Unknown Caller XXX-XXX-6952, Unknown Web Attendee “Slim Pickins”, Unknown Call in User 1, Unknown Web Attendee “Eyeballs”, Unknown Web Attendee “JS”

5. AGENDA APPROVAL

5.01. Mr. Wetter requested to remove Item No. 17.01 from the Agenda prior to Agenda Approval.

5.02. **On a motion by Director Simpson, seconded by Director Bissell** the Board approved the Agenda as amended.

Motion carried by the following roll call vote:

Ayes: Schouten, Bragg, Bissell, Simpson, Rau

Noes: None

Absent: None

Abstain: None

6. RECOGNITION, PROCLAMATION

6.01. None

7. PUBLIC COMMENTS – NON-AGENDA ITEMS

7.01. None

8. BOARD COMMENTS

8.01. None

9. VALLEY-WIDE CLEARING ACCOUNTS CHECK LIST

9.01. None

10. FINANCIAL STATEMENTS

10.01. None

11. PRESENTATION

11.01. None

12. CONSENT CALENDAR

- 12.01. **On a motion by Director Simpson, seconded by Director Bissell, the Board approved the Consent Calendar.**

Motion carried by the following roll call vote:

Ayes: Schouten, Bragg, Bissell, Simpson, Rau

Noes: None

Absent: None

Abstain: None

13. CONSENT ITEMS HELD OVER

- 13.01. None

14. PUBLIC HEARING

14.01. **LMD Annual Levies 2020-2021**

- At 5:39 P.M. President Schouten announced the Public Hearing is now open and that this is the time and place fixed for the Public Hearing relating to the Annual Levy of assessments for all the following:

French Valley Park and Landscape Maintenance District
Menifee North Park and Landscape Maintenance District
Menifee Parks Zone of Landscape Maintenance District No. 88-1
Menifee South Park and Landscape Maintenance District
Regional Landscape Maintenance District No. 88-1
Rivercrest Zone of Landscape Maintenance District No. 88-1
Winchester Park and landscape maintenance district
Including all subsequent zones and sub-zones therein
(Collectively referred to as the "Maintenance Districts")

No Public Comments were received. At 5:42 P.M. President Schouten stated the Public Hearing is now closed.

- **On a motion by Director Simpson, seconded by Director Rau the Board adopted Resolution No. 1147-20, a Resolution of the Board of Directors of the Valley-Wide Recreation and Park District, amending and/or approving the engineer's report and ordering the levy and collection of assessments for the maintenance Districts, for Fiscal Year 2020/2021.**

15. ACTION ITEMS

- 15.01. None

16. ITEMS FOR BOARD INFORMATION, DISCUSSION, DIRECTION

16.01. General Manager's Report

- Mr. Wetter announced new guidance had been released by the California Department of Public Health, related to Youth Sports. Further explaining the guidance allowed for limited reopening of field use, which would also reopen some park restroom facilities.
- Director Schouten called upon Assistant General Manager, Gustavo Bermeo for an additional announcement. Mr. Bermeo shared that Dean Wetter had been selected by the California Special District Association (CSDA) as "General Manager of the Year". The announcement was received with congratulations from the Board.
- Mr. Wetter thanked the Board, stating he was proud and passionate of what Valley-Wide stands for and was grateful to Board for their vision and guidance and to the staff team for their contributions.

16.02. Report from Board of Directors Ad Hoc Committees

- None

17. EXECUTIVE CLOSED SESSION

17.01. This item was removed from the Agenda prior to Agenda Approval.

18. ADJOURNMENT

On a motion by Director Bissell, seconded by Director Bragg the Board voted to adjourn the meeting at 5:50 P.M.

Minutes Approved this 21st day of September 2020

Nick Schouten, Board President

Lanay Negrete, Clerk of the Board

CONSENT CALENDAR

ITEM No. 12.03

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AGENDA REPORT

Item No. 12.03

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

French Valley Community Facilities District
(CFD) Zone 19 (French Valley Marketplace)
Formation

RECOMMENDED ACTION:

That the Board of Directors approve Resolution No. 1148-20 – Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.

ANALYSIS:

At the petition of the property owner, French Valley Marketplace, Tract 37404 would be the 19th zone in the French Valley Community Facilities District. This commercial project is located east of Winchester Road, north of Thompson Road, and west of Breitner Way, in Winchester, CA. The entire project is approximately 22.90 acres which equates to 83.60 economic dwelling units (EDU).

FISCAL IMPACT:

The individual property owners in the CFD will be responsible for annual payments of special taxes. The maximum annual special tax per EDU, as referenced in the Rate Method Apportionment, is \$285. It is estimated, upon full completion of the development, there will be a maximum annual collection of special tax revenue of approximately \$5,956.50 with the base year being 2021/2022.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA) requirement.

ATTACHMENTS:

1. Resolution No. 1148-20
2. Exhibit A – Proposed Boundaries of the District
3. Exhibit B – Description of Services to be Financed by the District
4. Exhibit C – Rate of Method of Apportionment of Special Tax
5. Exhibit D – Notice of Public Hearing

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

RESOLUTION NO. 1148-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY-WIDE RECREATION AND PARK DISTRICT, DECLARING ITS INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES

VALLEY-WIDE RECREATION AND PARK DISTRICT
FRENCH VALLEY COMMUNITY FACILITIES DISTRICT, ZONE 19
(FRENCH VALLEY MARKETPLACE)

WHEREAS, under the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”), the Board of Directors of Valley-Wide Recreation & Park District may commence proceedings for the establishment of a community facilities district, and

WHEREAS, this Board of Directors has received petitions (including waivers) from the landowners requesting that it establish a community facilities district under the Act to provide for the costs of operation, maintenance and servicing of landscaping and appurtenant facilities, and this Board of Directors now desires to commence proceedings to establish a community facilities district (the “District”) as described herein; and

WHEREAS, under the Act, this Board of Directors is the legislative body for the proposed District and is empowered with the authority to establish the District and levy special taxes within the District; and

WHEREAS, this Board of Directors now desires to proceed with the actions necessary to consider the establishment of the District.

NOW, THEREFORE, the Board of Directors of the Valley-Wide Recreation and Park District, DOES HEREBY RESOLVE as follows:

1. This Board of Directors proposes to begin the proceedings necessary to establish the District pursuant to the Act.
2. The name of the proposed District is Valley-Wide Recreation and Park District, French Valley Community Facilities District, Zone 19 (French Valley Marketplace).
3. The proposed boundaries of the District are as shown on the map of the District on file with the Clerk of the Board, a copy of which is attached hereto as Exhibit A, which Exhibit is by this reference incorporated herein. The proposed boundaries are hereby preliminarily approved. The Clerk of the Board is hereby directed to record, or cause to be recorded, the map of the boundaries of the District in the office of the Riverside County Recorder as soon as practicable after the adoption of this Resolution.
4. The type of services proposed to be financed by the District and pursuant to the Act shall consist of those services described in Exhibit B hereto, which Exhibit is by this reference incorporated herein (the “Services”).

5. Except where funds are otherwise available, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the District, will be levied annually within the District and collected in the same manner as ordinary ad valorem property taxes or in such other manner as this Board of Directors or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the District, in sufficient detail to allow each landowner within the proposed District to estimate the maximum amount such owner will have to pay, are described in Exhibit C attached hereto, which Exhibit is by this reference incorporated herein.

6. This Board of Directors finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the District.

7. The levy of said proposed special tax shall be subject to the approval of the qualified electors of the District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed District, with each landowner having one vote for each acre or portion of an acre of land such landowner owns in the District.

8. Except as may otherwise be provided by law or the rate and method of apportionment of the special tax for the District, all lands owned by any public entity, including the United States, the State of California and/or Valley-Wide Recreation and Park District, or any departments or political subdivisions of any thereof, shall be omitted from the levy of the special tax to be made to cover the costs and expenses of the Services and any expenses of the District.

9. The General Manager of Valley-Wide Recreation and Park District is hereby directed to study the proposed Services and to make, or cause to be made, and file with the Clerk of the Board a report in writing, presenting the following:

(a) A brief description of the Services.

(b) An estimate of the fair and reasonable initial annual cost of providing the Services, including the incidental expenses in connection therewith, any Valley-Wide Recreation and Park District administration costs and all other related costs.

Said report shall be made a part of the record of the public hearing provided for below.

10. Monday, November 16, 2020, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, and the same are hereby appointed and fixed as the time and place when and where this Board of Directors, as legislative body for the District, will conduct a public hearing on the establishment of the District and consider and finally determine whether the public interest, convenience and necessity require the formation of the District and the levy of said special tax.

11. The Clerk of the Board is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper published in the area of the District. The publication of

said notice shall be completed at least seven days before the date herein set for said hearing. The notice shall be substantially in the form of Exhibit D hereto.

12. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 21st day of September, 2020.

Lanay Negrete, Clerk of the Board

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

VALLEY-WIDE RECREATION AND PARK DISTRICT)

I, Lanay Negrete, Clerk of the Board of the Valley-Wide Recreation and Park District, County of Riverside, State of California do hereby certify that the foregoing Resolution No. 1148-20 was adopted by the Board of Directors of Valley-Wide Recreation and Park District at a regular meeting of said Board of Directors held on the 21st day of September, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

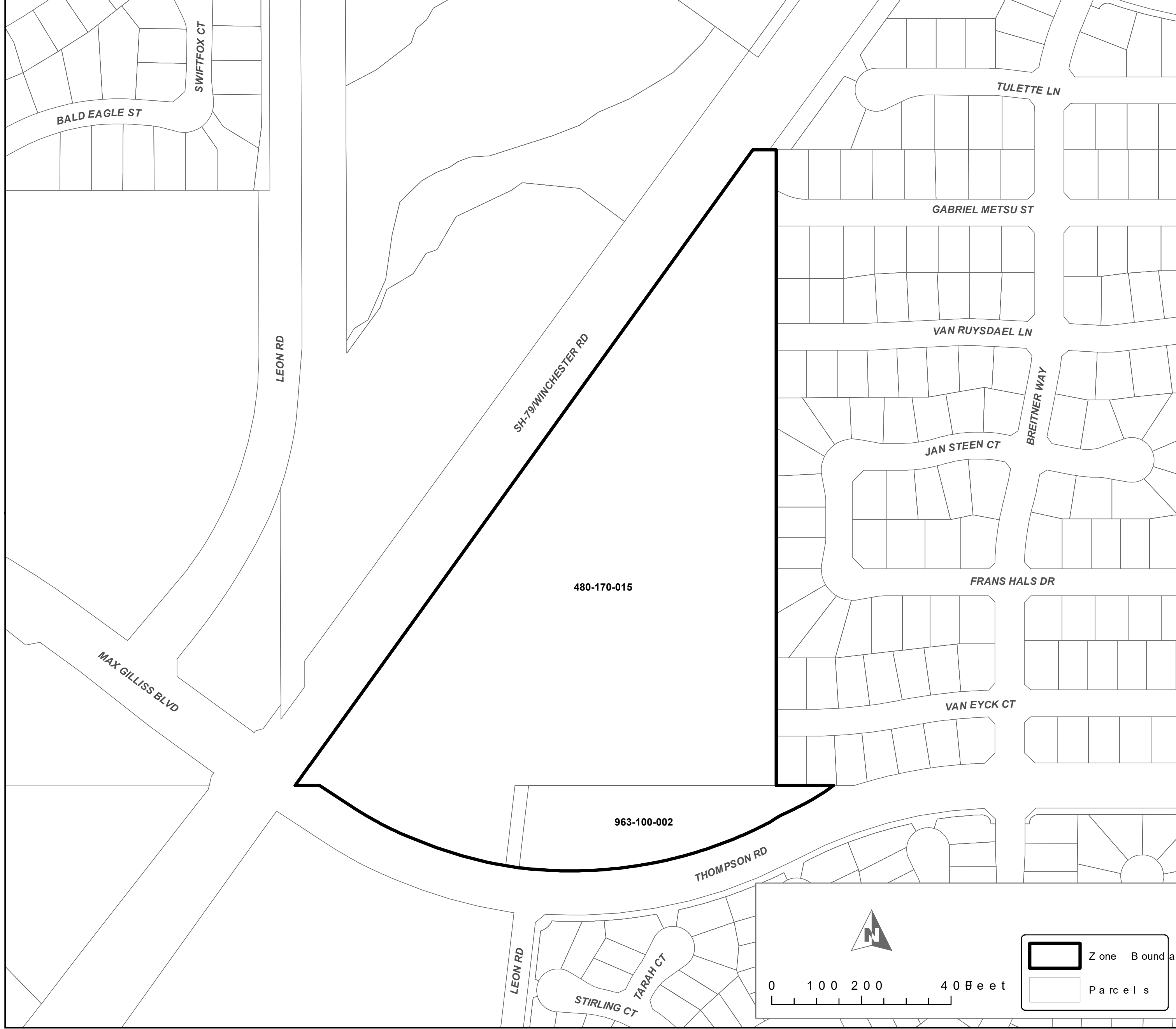
ABSTAINED: _____

Lanay Negrete, Clerk of the Board

EXHIBIT A
VALLEY-WIDE RECREATION AND PARK DISTRICT
FRENCH VALLEY COMMUNITY FACILITIES DISTRICT, ZONE 19
(FRENCH VALLEY MARKETPLACE)
PROPOSED BOUNDARIES OF THE DISTRICT

PROPOSED BOUNDARIES OF FRENCH VALLEY COMMUNITY FACILITIES DISTRICT ZONE 19 (FRENCH VALLEY MARKETPLACE)

VALLEY-WIDE RECREATION AND PARK DISTRICT
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF DIRECTORS THIS

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

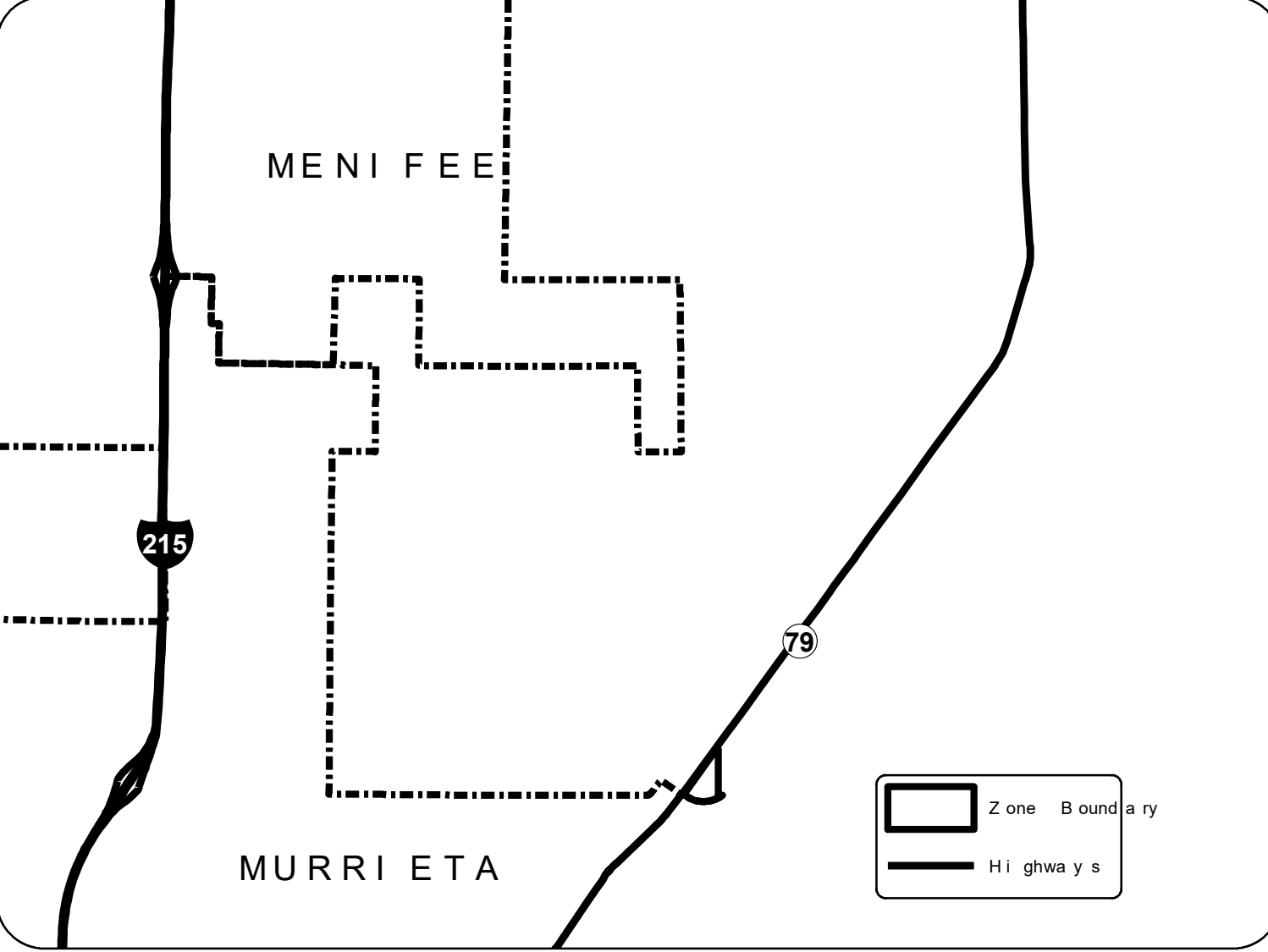
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES, FACILITIES DISTRICT ZONE 19 (FRENCH VALLEY MARKETPLACE), VALLEY-WIDE RECREATION AND PARK DISTRICT AT A REGULAR MEETING THEREOF, HE 20__ BY ITS RESOLUTION NO. _____

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS ___ DAY OF _____, 20___, AT THE HOUR OF ___ O'CLOCK
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____
RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS,
OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



EXHIBIT B

VALLEY-WIDE RECREATION AND PARK DISTRICT
FRENCH VALLEY COMMUNITY FACILITIES DISTRICT, ZONE 19
(FRENCH VALLEY MARKETPLACE)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE DISTRICT

It is intended that the District will be eligible to fund all or a portion of the costs of operation, maintenance and servicing of landscaping and appurtenant facilities within or adjacent to the District.

The District may fund any of the following related to the maintenance of the services described above: obtaining, reconstructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by Valley-Wide Recreation and Park District, either with its own employees or by contract with third parties, or any combination thereof. The District may also fund administrative fees of Valley-Wide Recreation and Park District related to the District.

EXHIBIT C

VALLEY-WIDE RECREATION AND PARK DISTRICT
FRENCH VALLEY COMMUNITY FACILITIES DISTRICT, ZONE 19
(FRENCH VALLEY MARKETPLACE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**VALLEY-WIDE RECREATION AND PARK DISTRICT
FRENCH VALLEY COMMUNITY FACILITIES DISTRICT, ZONE 19
(FRENCH VALLEY MARKETPLACE)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax shall be levied and collected in French Valley Community Facilities District, Zone 19 (French Valley Marketplace), Valley-Wide Recreation and Park District ("French Valley CFD") each Fiscal Year, in an amount determined by the application of the procedures described below. All of the Taxable Property (as defined below) in French Valley CFD, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.1 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map or calculated using available spatial data and GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of French Valley CFD: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Taxes; the costs of the District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in French Valley CFD.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by French Valley CFD.

"Annual Special Tax Requirement" means that amount with respect to French Valley CFD determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with French Valley CFD, and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

“Assessor’s Data” means Acreage or other Parcel information contained in the records of the County Assessor.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County for purposes of identification.

“Board of Directors” means the Board of Directors of the District, acting as the legislative body of French Valley CFD.

“CFD Administrator” means an official of the District, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“Commercial Property” means, in any Fiscal Year, all Parcels of Developed Property with a commercial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“County” means the County of Riverside, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in French Valley CFD for which a building permit has been issued prior to the Fiscal Year in which the Special Tax is being levied. If building permit data is not readily available, a Parcel may be classified as Developed Property upon inspection of such Parcel by the District and/or the CFD Administrator evidencing that construction of a structural foundation has begun or has been completed prior to the Fiscal Year in which the Special Tax is being levied. The determination of a Parcel’s development status by the District and/or the CFD Administrator shall be final.

“District” means the Valley-Wide Recreation and Park District, County of Riverside, California.

“Exempt Property” means all property located within the boundaries of French Valley CFD which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“French Valley CFD” means the French Valley Community Facilities District, Zone 19 (French Valley Marketplace), Valley-Wide Recreation and Park District, County of Riverside, State of California.

“GIS” means a geographic information system.

“Maximum Special Tax” means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Multi-Family Property” means, in any Fiscal Year, (a) all Parcels of Developed Property consisting of one Unit that share a common wall with another Unit, have separate Assessor’s Parcel Numbers assigned to them, and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such

residential structures that meet the statutory definition of a condominium project contained in Civil Code Section 4125, according to Assessor's Data or as otherwise known by the CFD Administrator, or (b) all Parcels of Developed Property consisting of two or more Units that share a single Assessor's Parcel Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Property Owners Association Property" means any property within the boundaries of French Valley CFD which is (a) owned by a property owners association, or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property. As used in this definition, a property owner association includes any master or sub-association.

"Proportionately" means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors' Parcels of Developed Property within French Valley CFD. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property within French Valley CFD.

"Public Property" means any property within the boundaries of French Valley CFD owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the District, or any local government or other public agency.

"Single-Family Property" means, in any Fiscal Year, all Parcels of Developed Property consisting of one Unit that does not share a common wall with another Unit, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" means 2.0% and will be applied annually after Fiscal Year 2021/22 to increase the Maximum Special Tax rates shown in Section III.

"Taxable Property" means all Parcels within the boundary of French Valley CFD that are not Exempt Property, or exempt from the Special Tax pursuant to the Act or Section V below.

"Undeveloped Property" means all Parcels of Taxable Property that are not Developed Property.

"Unit" means any individual single family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single-Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.

"Welfare Exempt Property" means all Parcels within the boundaries of French Valley CFD that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within French Valley CFD. If any Assessor's Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor's Parcel Number or Numbers that are in effect for the current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax rates shall be assigned to the new Assessor's Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) the property type of each Parcel, as shown in Table 1; (ii) the number of Units each Parcel contains; and (iii) the Annual Special Tax Requirement for the Fiscal Year.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within French Valley CFD by the method shown below.

- First. Determine the Annual Special Tax Requirement.
- Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax described in the table below to satisfy the Annual Special Tax Requirement.
- Third. If additional monies are needed to satisfy the Annual Special Tax Requirement after levying the Maximum Special Tax on Developed Property, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within French Valley CFD.

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2021/22***

Property Type	Maximum Special Tax Rate (annually)	Per	Expected Special Tax Revenue
Single-Family Property	\$0.00	Unit	\$0.000
Multi-Family Property	0.00	Unit	0.00
Commercial Property	285.00	Acre	5,956.50
Undeveloped Property	285.00	Acre	5,956.50

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate and Expected Special Tax Revenue shall be increased by the Tax Escalation Factor.*

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Taxes shall be levied on Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, or Property Owners Association Property.

As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property or may be reimbursed for Special Tax levied and paid. In order to receive reimbursement, the property owner must provide documentation of the exemption to the CFD Administrator within one calendar year after having paid the Special Taxes for which an exemption has been granted. A refund of the amount of Special Taxes paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the District’s discretion. Interpretations may be made by the District by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of French Valley CFD, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within French Valley CFD, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board of Directors whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the Board of Directors requires the Special Taxes to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Taxes, but an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT D

VALLEY-WIDE RECREATION AND PARK DISTRICT
FRENCH VALLEY COMMUNITY FACILITIES DISTRICT, ZONE 19
(FRENCH VALLEY MARKETPLACE)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Directors of Valley-Wide Recreation and Park District will conduct a public hearing on Monday, November 16, 2020, at 5:30 p.m. or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, or virtually if an in-person meeting is not possible due to the COVID-19 pandemic, to consider the following:

VALLEY-WIDE RECREATION AND PARK DISTRICT
FRENCH VALLEY COMMUNITY FACILITIES DISTRICT, ZONE 19
(FRENCH VALLEY MARKETPLACE)

On September 21, 2020, the Board of Directors of Valley-Wide Recreation and Park District adopted a Resolution entitled "A Resolution of the Board of Directors of Valley-Wide Recreation and Park District, Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention on file in the office of the Clerk of the Board of Valley-Wide Recreation and Park District for further particulars.

In the Resolution of Intention, the Board of Directors declared its intention to form the Valley-Wide Recreation and Park District French Valley Community Facilities District, Zone 19 (French Valley Marketplace) (the "District") to finance the costs of operation, maintenance and servicing of landscaping and appurtenant facilities as further identified in an exhibit to the Resolution of Intention. The proposed boundaries of the District were identified in another exhibit to the Resolution of Intention, and the Resolution of Intention identified a proposed special tax to be levied on real property to be included in the District to pay for costs of the services.

In the Resolution of Intention, the Board of Directors provided that the levy of the special tax will be subject to a mailed ballot election among the owners of land in the District. The Board of Directors ordered the General Manager to prepare a report on the District, and the Board of Directors called for a public hearing on the District.

At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the District, the extent of the District or the furnishing of specified types of services will be heard. Any person interested may file a protest in writing with the Clerk of the Board. If fifty percent or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be included in the District, or the owners of one-half or more of the area of land in the territory proposed to be included in the District and not exempt from the special tax file written protests against the establishment of the District and the protests are not withdrawn to reduce the value of the protests to less than a majority, the Board of Directors shall take no further action to establish the

District or authorize the special taxes for a period of one year from the date of the decision of the Board of Directors, and if the majority protests of the registered voters or the landowners are only against the furnishing of a type or types of services within the District, or against levying a specified special tax, those types of services, or the specified special tax, will be eliminated from the proceedings to form the District.

Any person interested in these matters is invited to attend and present testimony either for or against the above item. If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Board of Directors during or prior to the public hearing.

Clerk of the Board
Valley-Wide Recreation and Park District

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CONSENT CALENDAR

ITEM No. 12.04

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AGENDA REPORT

Item No. 12.04

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Community Facilities District No. 2020-1
(Water Quality Management Plan)
Formation

RECOMMENDED ACTION:

That the Board of Directors approve Resolution No. 1149-20 – Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.

ANALYSIS:

At the petition of the property owner, Global Investment Pool, LLC, Tract 36785 would be the 1st Zone to form the Community Facilities District 2020-1 (Water Quality Management Plan). This project is located north of Wickerd Road, west of Leon Road, south of Garbani Road, and east of El Centro Lane, in Menifee, CA, and contains 511 single family dwelling units (EDU) that would contribute to the costs of maintenance of water quality features within the project.

FISCAL IMPACT:

The individual property owners in the CFD will be responsible for annual payments of special taxes. The maximum annual special tax per EDU, as referenced in the Rate Method Apportionment, is \$518. It is estimated, upon full completion of the development, there will be a maximum annual collection of special tax revenue of approximately \$264,698 with the base year being 2021/2022.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA) requirement.

ATTACHMENTS:

1. Resolution No. 1149-20
2. Exhibit A – Proposed Boundaries of the District
3. Exhibit B – Description of Services to be Financed by the District
4. Exhibit C – Rate of Method of Apportionment of Special Tax
5. Exhibit D – Notice of Public Hearing

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

RESOLUTION NO. 1149-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY-WIDE RECREATION AND PARK DISTRICT, DECLARING ITS INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES

VALLEY-WIDE RECREATION AND PARK DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(WATER QUALITY MANAGEMENT PLAN)

WHEREAS, under the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”), the Board of Directors of Valley-Wide Recreation & Park District may commence proceedings for the establishment of a community facilities district, and

WHEREAS, this Board of Directors has received petitions (including waivers) from the landowners requesting that it establish a community facilities district under the Act to provide for the costs of operation, maintenance and servicing of water quality features and appurtenant facilities, and this Board of Directors now desires to commence proceedings to establish a community facilities district (the “District”) as described herein; and

WHEREAS, under the Act, this Board of Directors is the legislative body for the proposed District and is empowered with the authority to establish the District and levy special taxes within the District; and

WHEREAS, this Board of Directors now desires to proceed with the actions necessary to consider the establishment of the District.

NOW, THEREFORE, the Board of Directors of the Valley-Wide Recreation and Park District, DOES HEREBY RESOLVE as follows:

1. This Board of Directors proposes to begin the proceedings necessary to establish the District pursuant to the Act.
2. The name of the proposed District is Valley-Wide Recreation and Park District, Community Facilities District No. 2020-1 (Water Quality Management Plan).
3. The proposed boundaries of the District are as shown on the map of the District on file with the Clerk of the Board, a copy of which is attached hereto as Exhibit A, which Exhibit is by this reference incorporated herein. The proposed boundaries are hereby preliminarily approved. The Clerk of the Board is hereby directed to record, or cause to be recorded, the map of the boundaries of the District in the office of the Riverside County Recorder as soon as practicable after the adoption of this Resolution.
4. The type of services proposed to be financed by the District and pursuant to the Act shall consist of those services described in Exhibit B hereto, which Exhibit is by this reference incorporated herein (the “Services”).

5. Except where funds are otherwise available, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the District, will be levied annually within the District and collected in the same manner as ordinary ad valorem property taxes or in such other manner as this Board of Directors or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the District, in sufficient detail to allow each landowner within the proposed District to estimate the maximum amount such owner will have to pay, are described in Exhibit C attached hereto, which Exhibit is by this reference incorporated herein.

6. This Board of Directors finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the District.

7. The levy of said proposed special tax shall be subject to the approval of the qualified electors of the District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed District, with each landowner having one vote for each acre or portion of an acre of land such landowner owns in the District.

8. Except as may otherwise be provided by law or the rate and method of apportionment of the special tax for the District, all lands owned by any public entity, including the United States, the State of California and/or Valley-Wide Recreation and Park District, or any departments or political subdivisions of any thereof, shall be omitted from the levy of the special tax to be made to cover the costs and expenses of the Services and any expenses of the District.

9. The General Manager of Valley-Wide Recreation and Park District is hereby directed to study the proposed Services and to make, or cause to be made, and file with the Clerk of the Board a report in writing, presenting the following:

(a) A brief description of the Services.

(b) An estimate of the fair and reasonable initial annual cost of providing the Services, including the incidental expenses in connection therewith, any Valley-Wide Recreation and Park District administration costs and all other related costs.

Said report shall be made a part of the record of the public hearing provided for below.

10. Monday, November 16, 2020, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, and the same are hereby appointed and fixed as the time and place when and where this Board of Directors, as legislative body for the District, will conduct a public hearing on the establishment of the District and consider and finally determine whether the public interest, convenience and necessity require the formation of the District and the levy of said special tax.

11. The Clerk of the Board is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper published in the area of the District. The publication of

said notice shall be completed at least seven days before the date herein set for said hearing. The notice shall be substantially in the form of Exhibit D hereto.

12. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 21st day of September, 2020.

Lanay Negrete, Clerk of the Board

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

VALLEY-WIDE RECREATION AND PARK DISTRICT)

I, Lanay Negrete, Clerk of the Board of the Valley-Wide Recreation and Park District, County of Riverside, State of California do hereby certify that the foregoing Resolution No. 1149-20 was adopted by the Board of Directors of Valley-Wide Recreation and Park District at a regular meeting of said Board of Directors held on the 21st day of September, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

Lanay Negrete, Clerk of the Board

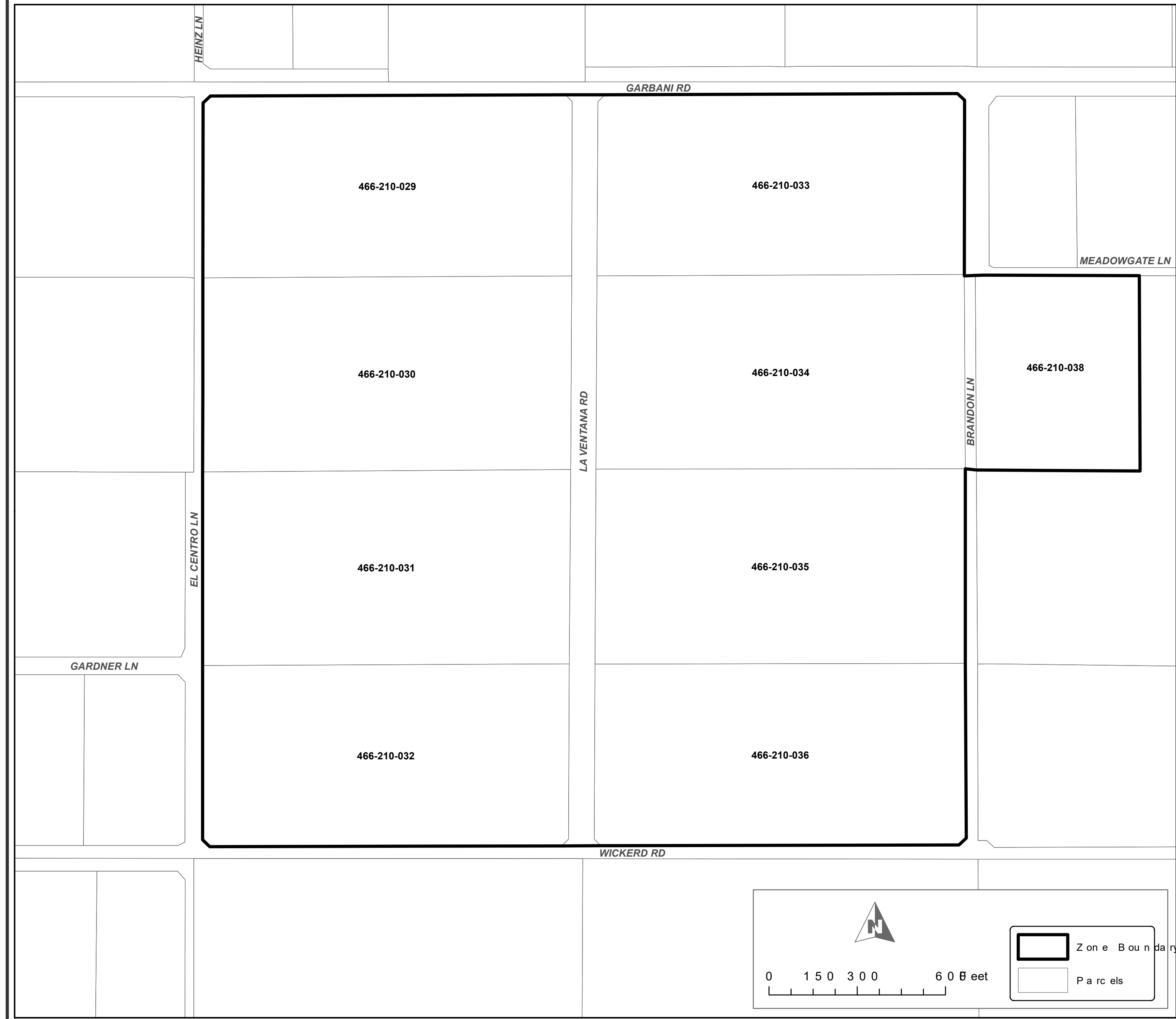
EXHIBIT A

VALLEY-WIDE RECREATION AND PARK DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(WATER QUALITY MANAGEMENT PLAN)

PROPOSED BOUNDARIES OF THE DISTRICT

PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2020-1 (WATER QUALITY MANAGEMENT PLAN)

VALLEY-WIDE RECREATION AND PARK DISTRICT
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF DIRECTORS THIS _____

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

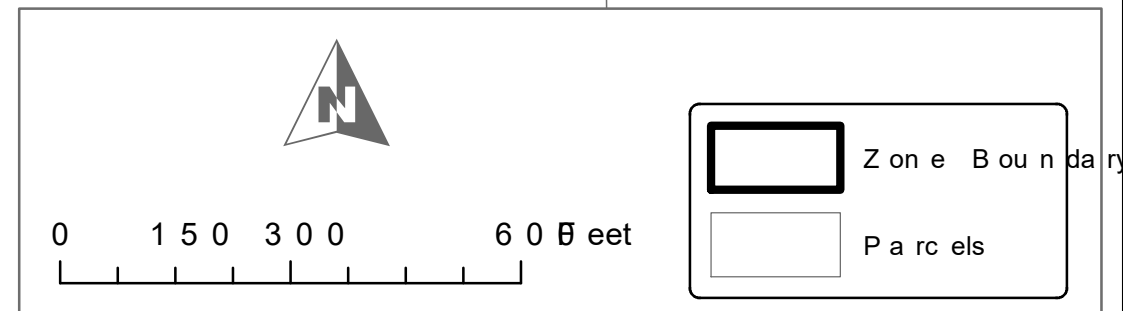
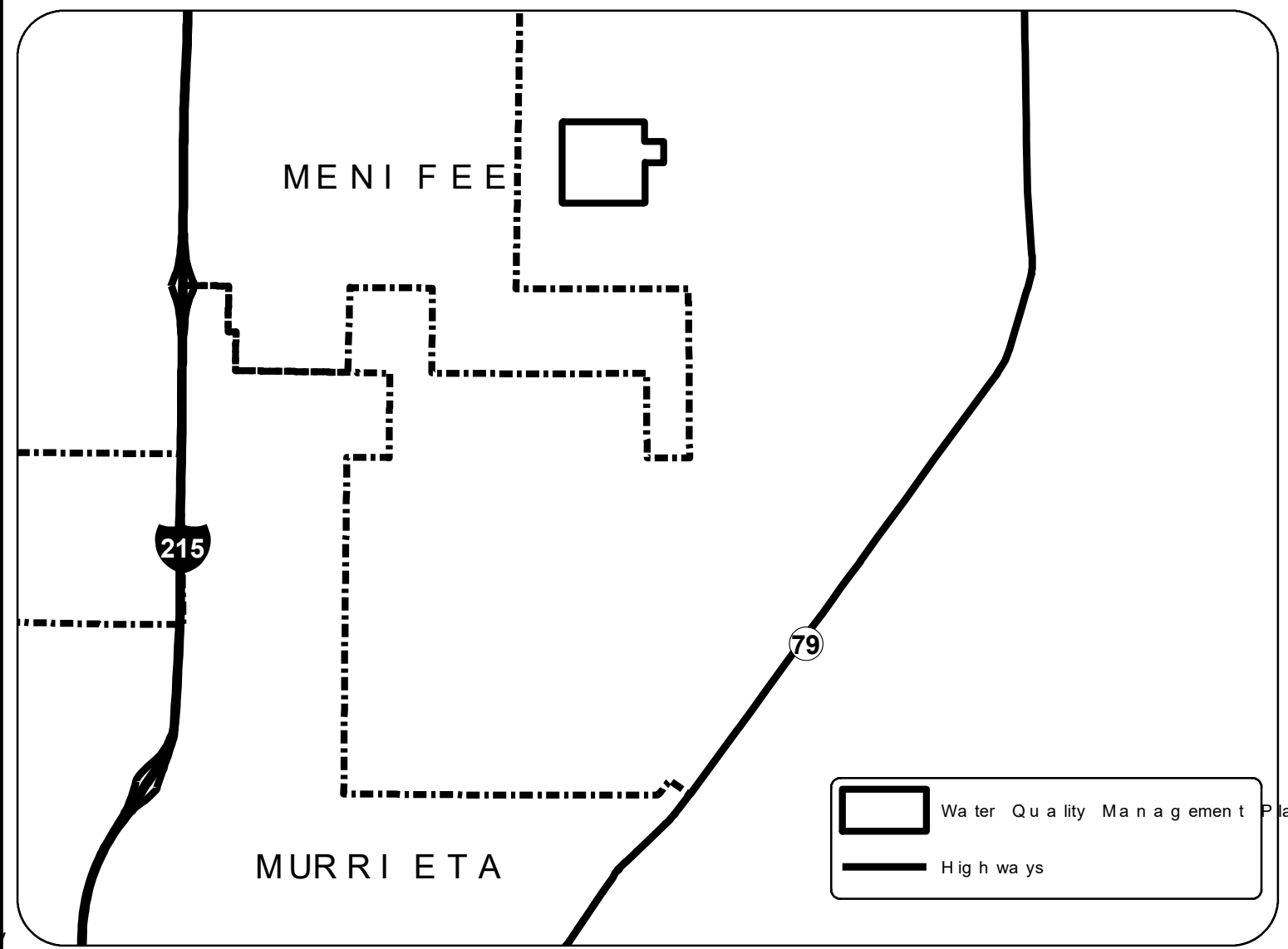
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2020-1 (WATER QUALITY MANAGEMENT PLAN), VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE VALLEY-WIDE RECREATION AND PARK DISTRICT AT A REGULAR MEETING THEREOF, HELD ON _____, 20____, BY ITS RESOLUTION NO. _____.

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O' CLOCK
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____
RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFER TO THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



EXHIBIT B

VALLEY-WIDE RECREATION AND PARK DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(WATER QUALITY MANAGEMENT PLAN)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE DISTRICT

It is intended that the District will be eligible to fund all or a portion of the construction, operation, maintenance and servicing of water quality features and appurtenant facilities, within or outside the District, including: basin fencing; slopes; desilting of forebays; maintenance easement; basin bottoms, including low flow sub-drains, gravel, soil media, irrigation and vegetation; and, slopes, all meeting County of Riverside and Valley-Wide Recreation & Park District standards.

The District may fund any of the following related to the maintenance of the services described above: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by Valley-Wide Recreation and Park District, either with its own employees or by contract with third parties, or any combination thereof. The District may also fund administrative fees of Valley-Wide Recreation and Park District related to the District.

EXHIBIT C

VALLEY-WIDE RECREATION AND PARK DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(WATER QUALITY MANAGEMENT PLAN)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**VALLEY-WIDE RECREATION AND PARK DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(WATER QUALITY MANAGEMENT PLAN)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax shall be levied and collected in Community Facilities District No. 2020-1 (Water Quality Management Plan), Valley-Wide Recreation and Park District ("CFD 2020-1") each Fiscal Year, in an amount determined by the application of the procedures described below. All of the Taxable Property (as defined below) in CFD 2020-1, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.1 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map or calculated using available spatial data and GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD 2020-1: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Taxes; the costs of the District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in CFD 2020-1.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by CFD 2020-1.

"Annual Special Tax Requirement" means that amount with respect to CFD 2020-1 determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 2020-1, and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

"Assessor's Data" means Acreage or other Parcel information contained in the records of the County

Assessor.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County for purposes of identification.

“Board of Directors” means the Board of Directors of the District, acting as the legislative body of CFD 2020-1.

“CFD 2020-1” means the Community Facilities District No. 2020-1 (Water Quality Management Plan), Valley-Wide Recreation and Park District, County of Riverside, State of California.

“CFD Administrator” means an official of the District, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“Commercial Property” means, in any Fiscal Year, all Parcels of Developed Property with a commercial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“County” means the County of Riverside, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD 2020-1 for which a building permit has been issued prior to the Fiscal Year in which the Special Tax is being levied. If building permit data is not readily available, a Parcel may be classified as Developed Property upon inspection of such Parcel by the District and/or the CFD Administrator evidencing that construction of a structural foundation has begun or has been completed prior to the Fiscal Year in which the Special Tax is being levied. The determination of a Parcel’s development status by the District and/or the CFD Administrator shall be final.

“District” means the Valley-Wide Recreation and Park District, County of Riverside, California.

“Exempt Property” means all property located within the boundaries of CFD 2020-1 which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“GIS” means a geographic information system.

“Maximum Special Tax” means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Multi-Family Property” means, in any Fiscal Year, (a) all Parcels of Developed Property consisting of one Unit that share a common wall with another Unit, have separate Assessor’s Parcel Numbers assigned to them, and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures that meet the statutory definition of a condominium project contained in Civil Code Section 4125, according to Assessor’s Data or as otherwise known by the CFD Administrator, or (b)

all Parcels of Developed Property consisting of two or more Units that share a single Assessor's Parcel Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Property Owners Association Property" means any property within the boundaries of CFD 2020-1 which is (a) owned by a property owners association, or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property. As used in this definition, a property owner association includes any master or sub-association.

"Proportionately" means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors' Parcels of Developed Property within CFD 2020-1. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property within CFD 2020-1.

"Public Property" means any property within the boundaries of CFD 2020-1 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the District, or any local government or other public agency.

"Single-Family Property" means, in any Fiscal Year, all Parcels of Developed Property consisting of one Unit that does not share a common wall with another Unit, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" means 2.0% and will be applied annually after Fiscal Year 2021/22 to increase the Maximum Special Tax rates shown in Section III.

"Taxable Property" means all Parcels within the boundary of CFD 2020-1 that are not Exempt Property, or exempt from the Special Tax pursuant to the Act or Section V below.

"Undeveloped Property" means all Parcels of Taxable Property that are not Developed Property.

"Unit" means any individual single family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single-Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.

"Welfare Exempt Property" means all Parcels within the boundaries of CFD 2020-1 that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within CFD 2020-1. If any Assessor's Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor's Parcel Number

or Numbers that are in effect for the current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax rates shall be assigned to the new Assessor's Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) the property type of each Parcel, as shown in Table 1; (ii) the number of Units each Parcel contains; and (iii) the Annual Special Tax Requirement for the Fiscal Year.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD 2020-1 by the method shown below.

- First. Determine the Annual Special Tax Requirement.
- Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax described in the table below to satisfy the Annual Special Tax Requirement.
- Third. If additional monies are needed to satisfy the Annual Special Tax Requirement after levying the Maximum Special Tax on Developed Property, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD 2020-1.

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2021/22***

Property Type	Maximum Special Tax Rate (annually)	Per	Expected Special Tax Revenue
Single-Family Property	\$518.00	Unit	\$264,698.00
Multi-Family Property	0.00	Unit	0.00
Commercial Property	0.00	Acre	0.00
Undeveloped Property	0.00	Acre	0.00

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate and Expected Special Tax Revenue shall be increased by the Tax Escalation Factor.*

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Taxes shall be levied on Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, or Property Owners Association Property.

As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property or may be reimbursed for Special Tax levied and paid. In order to receive reimbursement, the property owner must provide documentation of the exemption to the CFD Administrator within one calendar year after having paid the Special Taxes for which an exemption has been granted. A refund of the amount of Special Taxes paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the District’s discretion. Interpretations may be made by the District by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 2020-1, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within CFD 2020-1, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board of Directors whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the Board of Directors requires the Special Taxes to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Taxes, but an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT D

VALLEY-WIDE RECREATION AND PARK DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(WATER QUALITY MANAGEMENT PLAN)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Directors of Valley-Wide Recreation and Park District will conduct a public hearing on Monday, November 16, 2020, at 5:30 p.m. or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, or virtually if an in-person meeting is not possible due to the COVID-19 pandemic, to consider the following:

VALLEY-WIDE RECREATION AND PARK DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(WATER QUALITY MANAGEMENT PLAN)

On September 21, 2020, the Board of Directors of Valley-Wide Recreation and Park District adopted a Resolution entitled "A Resolution of the Board of Directors of Valley-Wide Recreation and Park District, Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention on file in the office of the Clerk of the Board of Valley-Wide Recreation and Park District for further particulars.

In the Resolution of Intention, the Board of Directors declared its intention to form the Valley-Wide Recreation and Park District Community Facilities District No. 2020-1 (Water Quality Management Plan) (the "District") to finance the costs of operation, maintenance and servicing water quality features and appurtenant facilities as further identified in an exhibit to the Resolution of Intention. The proposed boundaries of the District were identified in another exhibit to the Resolution of Intention, and the Resolution of Intention identified a proposed special tax to be levied on real property to be included in the District to pay for costs of the services.

In the Resolution of Intention, the Board of Directors provided that the levy of the special tax will be subject to a mailed ballot election among the owners of land in the District. The Board of Directors ordered the General Manager to prepare a report on the District, and the Board of Directors called for a public hearing on the District.

At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the District, the extent of the District or the furnishing of specified types of services will be heard. Any person interested may file a protest in writing with the Clerk of the Board. If fifty percent or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be included in the District, or the owners of one-half or more of the area of land in the territory proposed to be included in the District and not exempt from the special tax file written protests against the establishment of the District and the protests are not withdrawn to reduce the value of the protests to less than a majority, the Board of Directors shall take no further action to establish the

District or authorize the special taxes for a period of one year from the date of the decision of the Board of Directors, and if the majority protests of the registered voters or the landowners are only against the furnishing of a type or types of services within the District, or against levying a specified special tax, those types of services, or the specified special tax, will be eliminated from the proceedings to form the District.

Any person interested in these matters is invited to attend and present testimony either for or against the above item. If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Board of Directors during or prior to the public hearing.

Clerk of the Board
Valley-Wide Recreation and Park District

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***CONSENT
CALENDAR***

ITEM No. 12.05

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AGENDA REPORT

Item No. 12.05

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Menifee South Community Facilities District
(CFD) Zone 1 (La Ventana Ranch)
Formation

RECOMMENDED ACTION:

That the Board of Directors approve **Resolution No. 1150-20** – Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.

ANALYSIS:

At the petition of the property owner, Global Investment Pool, LLC, Tract 36785 would be the 1st Zone annexed into the Menifee South Community Facilities District. This project is located north of Wickerd Road, west of Leon Road, south of Garbani Road, and east of El Centro Lane, in Menifee, CA, and contains 511 single family dwelling units (EDU).

FISCAL IMPACT:

The individual property owners in the CFD will be responsible for annual payments of special taxes. The maximum annual special tax per EDU, as referenced in the Rate Method Apportionment, is \$1,237. It is estimated, upon full completion of the development, there will be a maximum annual collection of special tax revenue of approximately \$632,107 with the base year being 2021/2022.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA) requirement.

ATTACHMENTS:

1. Resolution No. 1150-20
2. Exhibit A – Proposed Boundaries of the District
3. Exhibit B – Description of Services to be Financed by the District
4. Exhibit C – Rate of Method of Apportionment of Special Tax
5. Exhibit D – Notice of Public Hearing

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

RESOLUTION NO. 1150-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY-WIDE RECREATION AND PARK DISTRICT, DECLARING ITS INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES

VALLEY-WIDE RECREATION AND PARK DISTRICT
MENIFEE SOUTH COMMUNITY FACILITIES DISTRICT, ZONE 1
(LA VENTANA RANCH)

WHEREAS, under the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”), the Board of Directors of Valley-Wide Recreation & Park District may commence proceedings for the establishment of a community facilities district, and

WHEREAS, this Board of Directors has received petitions (including waivers) from the landowners requesting that it establish a community facilities district under the Act to provide for the costs of operation, maintenance and servicing of parks, landscaping and appurtenant facilities, and this Board of Directors now desires to commence proceedings to establish a community facilities district (the “District”) as described herein; and

WHEREAS, under the Act, this Board of Directors is the legislative body for the proposed District and is empowered with the authority to establish the District and levy special taxes within the District; and

WHEREAS, this Board of Directors now desires to proceed with the actions necessary to consider the establishment of the District.

NOW, THEREFORE, the Board of Directors of the Valley-Wide Recreation and Park District, DOES HEREBY RESOLVE as follows:

1. This Board of Directors proposes to begin the proceedings necessary to establish the District pursuant to the Act.
2. The name of the proposed District is Valley-Wide Recreation and Park District, Meniffee South Community Facilities District, Zone 1 (La Ventana Ranch).
3. The proposed boundaries of the District are as shown on the map of the District on file with the Clerk of the Board, a copy of which is attached hereto as Exhibit A, which Exhibit is by this reference incorporated herein. The proposed boundaries are hereby preliminarily approved. The Clerk of the Board is hereby directed to record, or cause to be recorded, the map of the boundaries of the District in the office of the Riverside County Recorder as soon as practicable after the adoption of this Resolution.
4. The type of services proposed to be financed by the District and pursuant to the Act shall consist of those services described in Exhibit B hereto, which Exhibit is by this reference incorporated herein (the “Services”).

5. Except where funds are otherwise available, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the District, will be levied annually within the District and collected in the same manner as ordinary ad valorem property taxes or in such other manner as this Board of Directors or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the District, in sufficient detail to allow each landowner within the proposed District to estimate the maximum amount such owner will have to pay, are described in Exhibit C attached hereto, which Exhibit is by this reference incorporated herein.

6. This Board of Directors finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the District.

7. The levy of said proposed special tax shall be subject to the approval of the qualified electors of the District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed District, with each landowner having one vote for each acre or portion of an acre of land such landowner owns in the District.

8. Except as may otherwise be provided by law or the rate and method of apportionment of the special tax for the District, all lands owned by any public entity, including the United States, the State of California and/or Valley-Wide Recreation and Park District, or any departments or political subdivisions of any thereof, shall be omitted from the levy of the special tax to be made to cover the costs and expenses of the Services and any expenses of the District.

9. The General Manager of Valley-Wide Recreation and Park District is hereby directed to study the proposed Services and to make, or cause to be made, and file with the Clerk of the Board a report in writing, presenting the following:

(a) A brief description of the Services.

(b) An estimate of the fair and reasonable initial annual cost of providing the Services, including the incidental expenses in connection therewith, any Valley-Wide Recreation and Park District administration costs and all other related costs.

Said report shall be made a part of the record of the public hearing provided for below.

10. Monday, November 16, 2020, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, and the same are hereby appointed and fixed as the time and place when and where this Board of Directors, as legislative body for the District, will conduct a public hearing on the establishment of the District and consider and finally determine whether the public interest, convenience and necessity require the formation of the District and the levy of said special tax.

11. The Clerk of the Board is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper published in the area of the District. The publication of

said notice shall be completed at least seven days before the date herein set for said hearing. The notice shall be substantially in the form of Exhibit D hereto.

12. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 21st day of September, 2020.

Lanay Negrete, Clerk of the Board

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

VALLEY-WIDE RECREATION AND PARK DISTRICT)

I, Lanay Negrete, Clerk of the Board of the Valley-Wide Recreation and Park District, County of Riverside, State of California do hereby certify that the foregoing Resolution No. 1150-20 was adopted by the Board of Directors of Valley-Wide Recreation and Park District at a regular meeting of said Board of Directors held on the 21st day of September, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

Lanay Negrete, Clerk of the Board

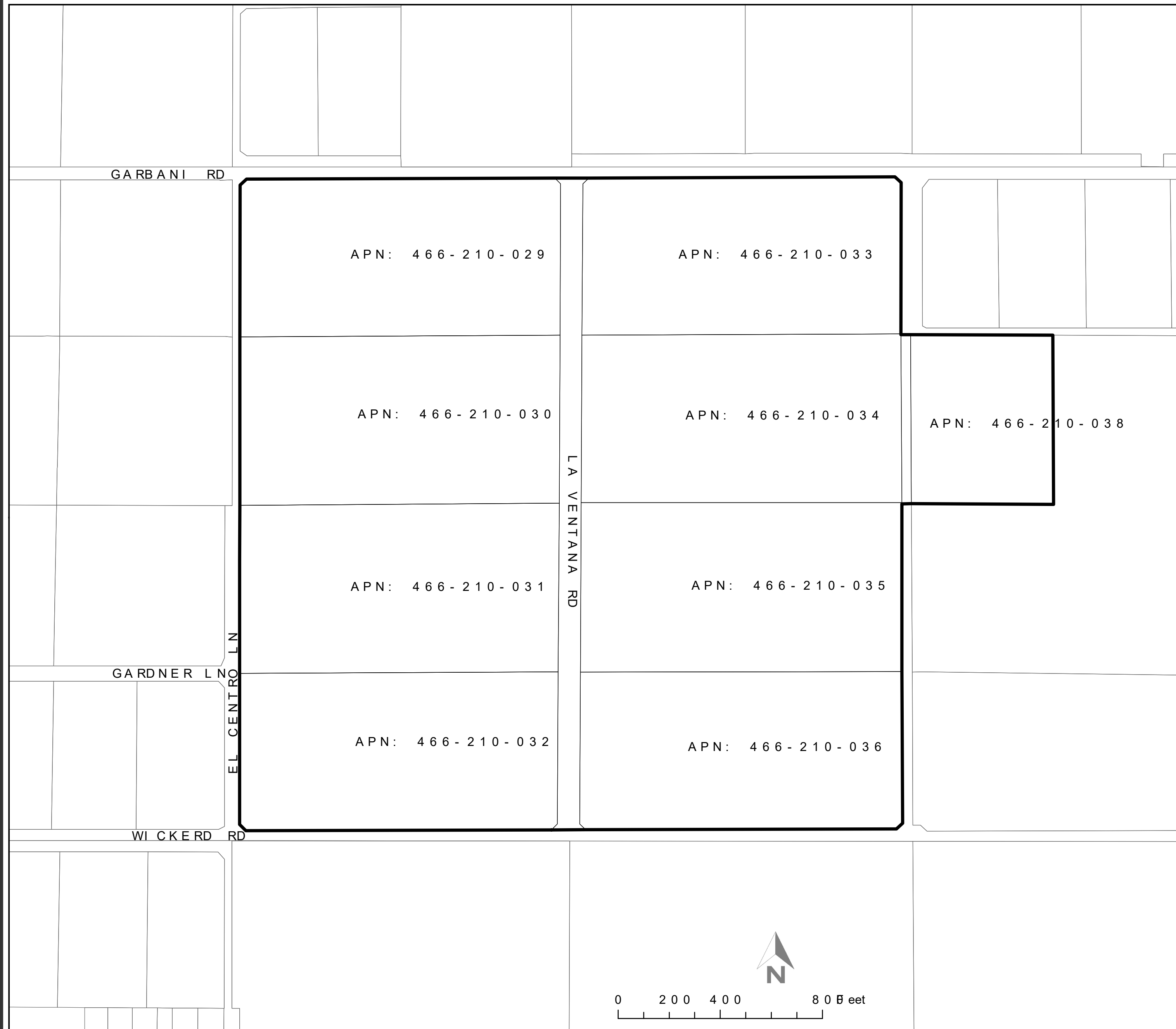
EXHIBIT A

VALLEY-WIDE RECREATION AND PARK DISTRICT
MENIFEE SOUTH COMMUNITY FACILITIES DISTRICT, ZONE 1
(LA VENTANA RANCH)

PROPOSED BOUNDARIES OF THE DISTRICT

PROPOSED BOUNDARIES OF MENIFEE SOUTH COMMUNITY FACILITIES DISTRICT ZONE 1 (LA VENTANA RANCH)

VALLEY-WIDE RECREATION AND PARK DISTRICT
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF DIRECTORS THIS _____

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

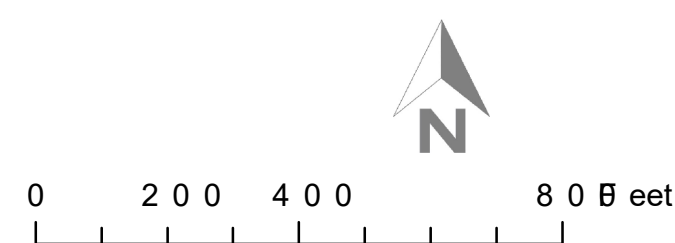
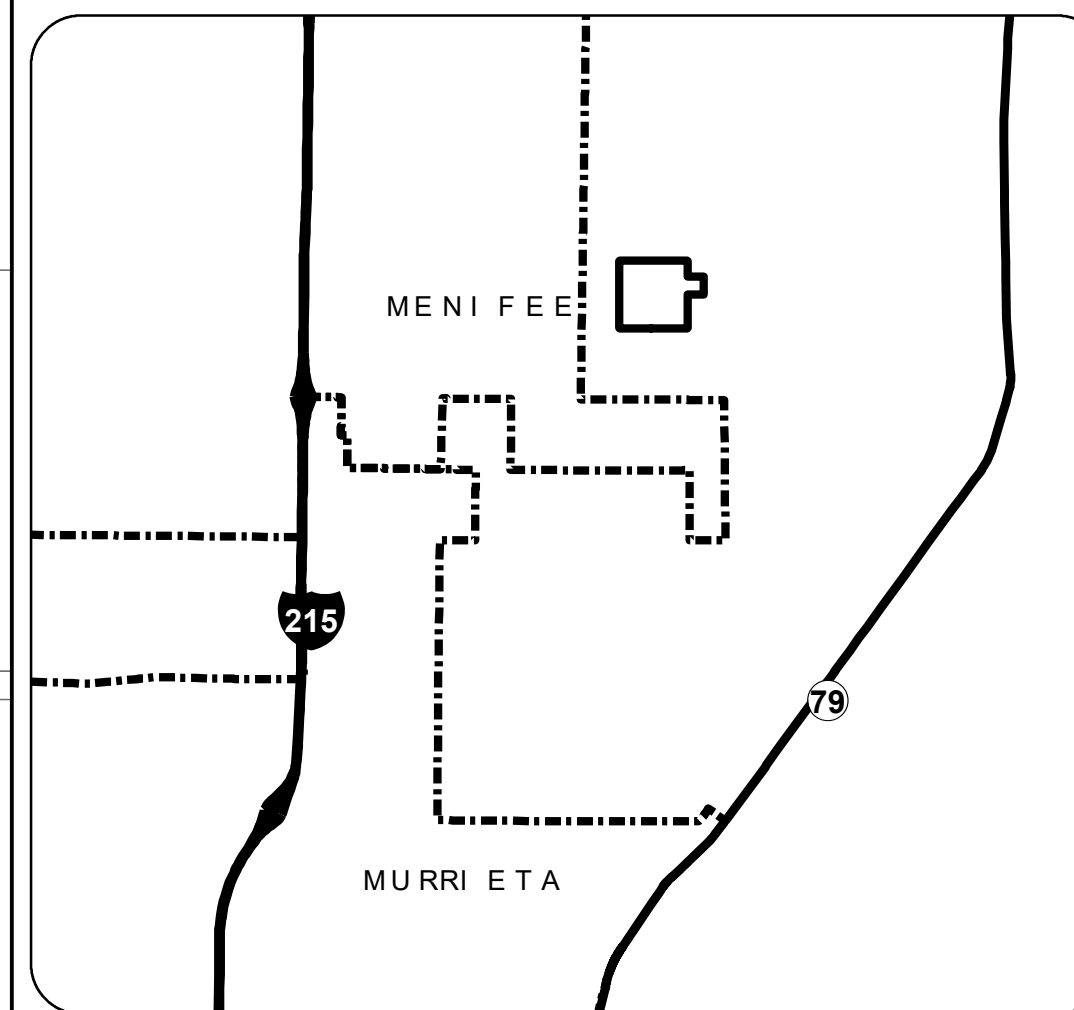
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF
FACILITIES DISTRICT ZONE 1 (LA VENTANA RANCH), VALLEY-WIDE RECREATION
RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS
RECREATION AND PARK DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____
BY ITS RESOLUTION NO. _____

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M. IN
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN
RECORD IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFER TO
OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



EXHIBIT B

VALLEY-WIDE RECREATION AND PARK DISTRICT
MENIFEE SOUTH COMMUNITY FACILITIES DISTRICT, ZONE 1
(LA VENTANA RANCH)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE DISTRICT

It is intended that the District will be eligible to fund all or a portion of the costs of operation, maintenance and servicing of parks, landscaping and appurtenant facilities within or adjacent to the District.

The District may fund any of the following related to the maintenance of the services described above: obtaining, reconstructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by Valley-Wide Recreation and Park District, either with its own employees or by contract with third parties, or any combination thereof. The District may also fund administrative fees of Valley-Wide Recreation and Park District related to the District.

EXHIBIT C

VALLEY-WIDE RECREATION AND PARK DISTRICT
MENIFEE SOUTH COMMUNITY FACILITIES DISTRICT, ZONE 1
(LA VENTANA RANCH)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**VALLEY-WIDE RECREATION AND PARK DISTRICT
MENIFEE SOUTH COMMUNITY FACILITIES DISTRICT, ZONE 1
(LA VENTANA RANCH)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax shall be levied and collected in Meniffee South Community Facilities District, Zone 1 (La Ventana Ranch), Valley-Wide Recreation and Park District ("Meniffee South CFD") each Fiscal Year, in an amount determined by the application of the procedures described below. All of the Taxable Property (as defined below) in Meniffee South CFD, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.1 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map or calculated using available spatial data and GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of Meniffee South CFD: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Taxes; the costs of the District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in Meniffee South CFD.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by Meniffee South CFD.

"Annual Special Tax Requirement" means that amount with respect to Meniffee South CFD determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with Meniffee South CFD, and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

“Assessor’s Data” means Acreage or other Parcel information contained in the records of the County Assessor.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County for purposes of identification.

“Board of Directors” means the Board of Directors of the District, acting as the legislative body of Menifee South CFD.

“CFD Administrator” means an official of the District, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“Commercial Property” means, in any Fiscal Year, all Parcels of Developed Property with a commercial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“County” means the County of Riverside, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in Menifee South CFD for which a building permit has been issued prior to the Fiscal Year in which the Special Tax is being levied. If building permit data is not readily available, a Parcel may be classified as Developed Property upon inspection of such Parcel by the District and/or the CFD Administrator evidencing that construction of a structural foundation has begun or has been completed prior to the Fiscal Year in which the Special Tax is being levied. The determination of a Parcel’s development status by the District and/or the CFD Administrator shall be final.

“District” means the Valley-Wide Recreation and Park District, County of Riverside, California.

“Exempt Property” means all property located within the boundaries of Menifee South CFD which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“GIS” means a geographic information system.

“Maximum Special Tax” means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Menifee South CFD” means the Menifee South Community Facilities District, Zone 1 (La Ventana Ranch), Valley-Wide Recreation and Park District, County of Riverside, State of California.

“Multi-Family Property” means, in any Fiscal Year, (a) all Parcels of Developed Property consisting of one Unit that share a common wall with another Unit, have separate Assessor’s Parcel Numbers assigned to them, and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such

residential structures that meet the statutory definition of a condominium project contained in Civil Code Section 4125, according to Assessor's Data or as otherwise known by the CFD Administrator, or (b) all Parcels of Developed Property consisting of two or more Units that share a single Assessor's Parcel Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Property Owners Association Property" means any property within the boundaries of Menifee South CFD which is (a) owned by a property owners association, or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property. As used in this definition, a property owner association includes any master or sub-association.

"Proportionately" means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors' Parcels of Developed Property within Menifee South CFD. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property within Menifee South CFD.

"Public Property" means any property within the boundaries of Menifee South CFD owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the District, or any local government or other public agency.

"Single-Family Property" means, in any Fiscal Year, all Parcels of Developed Property consisting of one Unit that does not share a common wall with another Unit, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" means 2.0% and will be applied annually after Fiscal Year 2021/22 to increase the Maximum Special Tax rates shown in Section III.

"Taxable Property" means all Parcels within the boundary of Menifee South CFD that are not Exempt Property, or exempt from the Special Tax pursuant to the Act or Section V below.

"Undeveloped Property" means all Parcels of Taxable Property that are not Developed Property.

"Unit" means any individual single family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single-Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.

"Welfare Exempt Property" means all Parcels within the boundaries of Menifee South CFD that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within Menifee South CFD. If any Assessor’s Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor’s Parcel Number or Numbers that are in effect for the current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax rates shall be assigned to the new Assessor’s Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) the property type of each Parcel, as shown in Table 1; (ii) the number of Units each Parcel contains; and (iii) the Annual Special Tax Requirement for the Fiscal Year.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within Menifee South CFD by the method shown below.

- First. Determine the Annual Special Tax Requirement.
- Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax described in the table below to satisfy the Annual Special Tax Requirement.
- Third. If additional monies are needed to satisfy the Annual Special Tax Requirement after levying the Maximum Special Tax on Developed Property, the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Under no circumstances will the Special Tax levied against any Assessor’s Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor’s Parcel within Menifee South CFD.

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2021/22***

Property Type	Maximum Special Tax Rate (annually)	Per	Expected Special Tax Revenue
Single-Family Property	\$1,237.00	Unit	\$632,107.00
Multi-Family Property	0.00	Unit	0.00
Commercial Property	0.00	Acre	0.00
Undeveloped Property	0.00	Acre	0.00

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate and Expected Special Tax Revenue shall be increased by the Tax Escalation Factor.*

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Taxes shall be levied on Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, or Property Owners Association Property.

As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property or may be reimbursed for Special Tax levied and paid. In order to receive reimbursement, the property owner must provide documentation of the exemption to the CFD Administrator within one calendar year after having paid the Special Taxes for which an exemption has been granted. A refund of the amount of Special Taxes paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the District’s discretion. Interpretations may be made by the District by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of Menifee South CFD, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within Menifee South CFD, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board of Directors whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the Board of Directors requires the Special Taxes to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Taxes, but an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT D

VALLEY-WIDE RECREATION AND PARK DISTRICT
MENIFEE SOUTH COMMUNITY FACILITIES DISTRICT, ZONE 1
(LA VENTANA RANCH)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Directors of Valley-Wide Recreation and Park District will conduct a public hearing on Monday, November 16, 2020, at 5:30 p.m. or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, or virtually if an in-person meeting is not possible due to the COVID-19 pandemic, to consider the following:

VALLEY-WIDE RECREATION AND PARK DISTRICT
MENIFEE SOUTH COMMUNITY FACILITIES DISTRICT, ZONE 1
(LA VENTANA RANCH)

On September 21, 2020, the Board of Directors of Valley-Wide Recreation and Park District adopted a Resolution entitled "A Resolution of the Board of Directors of Valley-Wide Recreation and Park District, Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention on file in the office of the Clerk of the Board of Valley-Wide Recreation and Park District for further particulars.

In the Resolution of Intention, the Board of Directors declared its intention to form the Valley-Wide Recreation and Park District Menifée South Community Facilities District, Zone 1 (La Ventana Ranch) (the "District") to finance the costs of operation, maintenance and servicing of parks, landscaping and appurtenant facilities as further identified in an exhibit to the Resolution of Intention. The proposed boundaries of the District were identified in another exhibit to the Resolution of Intention, and the Resolution of Intention identified a proposed special tax to be levied on real property to be included in the District to pay for costs of the services.

In the Resolution of Intention, the Board of Directors provided that the levy of the special tax will be subject to a mailed ballot election among the owners of land in the District. The Board of Directors ordered the General Manager to prepare a report on the District, and the Board of Directors called for a public hearing on the District.

At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the District, the extent of the District or the furnishing of specified types of services will be heard. Any person interested may file a protest in writing with the Clerk of the Board. If fifty percent or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be included in the District, or the owners of one-half or more of the area of land in the territory proposed to be included in the District and not exempt from the special tax file written protests against the establishment of the District and the protests are not withdrawn to reduce the value of the protests to less than a majority, the Board of Directors shall take no further action to establish the

District or authorize the special taxes for a period of one year from the date of the decision of the Board of Directors, and if the majority protests of the registered voters or the landowners are only against the furnishing of a type or types of services within the District, or against levying a specified special tax, those types of services, or the specified special tax, will be eliminated from the proceedings to form the District.

Any person interested in these matters is invited to attend and present testimony either for or against the above item. If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Board of Directors during or prior to the public hearing.

Clerk of the Board
Valley-Wide Recreation and Park District

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CONSENT CALENDAR

ITEM No. 12.06

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AGENDA REPORT

Item No. 12.06

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Winchester Community Facilities District
(CFD) Zone 22 (Winchester Ranch)
Formation

RECOMMENDED ACTION:

That the Board of Directors approve Resolution No. 1151-20, a Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.

ANALYSIS:

At the petition of the property owner, Rancon Group Winchester Valley, Tract 35671 would be the 22nd zone in the Winchester Community Facilities District. This commercial project is located south of Domenigoni Parkway, east of Leon Road, north of Ferguson Road, and west of Frontier Loop, in Winchester, CA. The entire project is approximately 17.79 acres which equates to 71.16 economic dwelling units (EDU).

FISCAL IMPACT:

The individual property owners in the CFD will be responsible for annual payments of special taxes. The maximum annual special tax per EDU, as referenced in the Rate Method Apportionment, is \$536. It is estimated, upon full completion of the development, there will be a maximum annual collection of special tax revenue of approximately \$9,535.44 with the base year being 2021/2022.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA) requirement.

ATTACHMENTS:

1. Resolution No. 1151-20
2. Exhibit A – Proposed Boundaries of the District
3. Exhibit B – Description of Services to be Financed by the District
4. Exhibit C – Rate of Method of Apportionment of Special Tax
5. Exhibit D – Notice of Public Hearing

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

RESOLUTION NO. 1151-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY-WIDE RECREATION AND PARK DISTRICT, DECLARING ITS INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 22
(WINCHESTER RANCH)

WHEREAS, under the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”), the Board of Directors of Valley-Wide Recreation & Park District may commence proceedings for the establishment of a community facilities district, and

WHEREAS, this Board of Directors has received petitions (including waivers) from the landowners requesting that it establish a community facilities district under the Act to provide for the costs of operation, maintenance and servicing of landscaping and appurtenant facilities, and this Board of Directors now desires to commence proceedings to establish a community facilities district (the “District”) as described herein; and

WHEREAS, under the Act, this Board of Directors is the legislative body for the proposed District and is empowered with the authority to establish the District and levy special taxes within the District; and

WHEREAS, this Board of Directors now desires to proceed with the actions necessary to consider the establishment of the District.

NOW, THEREFORE, the Board of Directors of the Valley-Wide Recreation and Park District, DOES HEREBY RESOLVE as follows:

1. This Board of Directors proposes to begin the proceedings necessary to establish the District pursuant to the Act.
2. The name of the proposed District is Valley-Wide Recreation and Park District, Winchester Community Facilities District, Zone 22 (Winchester Ranch).
3. The proposed boundaries of the District are as shown on the map of the District on file with the Clerk of the Board, a copy of which is attached hereto as Exhibit A, which Exhibit is by this reference incorporated herein. The proposed boundaries are hereby preliminarily approved. The Clerk of the Board is hereby directed to record, or cause to be recorded, the map of the boundaries of the District in the office of the Riverside County Recorder as soon as practicable after the adoption of this Resolution.
4. The type of services proposed to be financed by the District and pursuant to the Act shall consist of those services described in Exhibit B hereto, which Exhibit is by this reference incorporated herein (the “Services”).

5. Except where funds are otherwise available, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the District, will be levied annually within the District and collected in the same manner as ordinary ad valorem property taxes or in such other manner as this Board of Directors or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the District, in sufficient detail to allow each landowner within the proposed District to estimate the maximum amount such owner will have to pay, are described in Exhibit C attached hereto, which Exhibit is by this reference incorporated herein.

6. This Board of Directors finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the District.

7. The levy of said proposed special tax shall be subject to the approval of the qualified electors of the District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed District, with each landowner having one vote for each acre or portion of an acre of land such landowner owns in the District.

8. Except as may otherwise be provided by law or the rate and method of apportionment of the special tax for the District, all lands owned by any public entity, including the United States, the State of California and/or Valley-Wide Recreation and Park District, or any departments or political subdivisions of any thereof, shall be omitted from the levy of the special tax to be made to cover the costs and expenses of the Services and any expenses of the District.

9. The General Manager of Valley-Wide Recreation and Park District is hereby directed to study the proposed Services and to make, or cause to be made, and file with the Clerk of the Board a report in writing, presenting the following:

(a) A brief description of the Services.

(b) An estimate of the fair and reasonable initial annual cost of providing the Services, including the incidental expenses in connection therewith, any Valley-Wide Recreation and Park District administration costs and all other related costs.

Said report shall be made a part of the record of the public hearing provided for below.

10. Monday, November 16, 2020, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, and the same are hereby appointed and fixed as the time and place when and where this Board of Directors, as legislative body for the District, will conduct a public hearing on the establishment of the District and consider and finally determine whether the public interest, convenience and necessity require the formation of the District and the levy of said special tax.

11. The Clerk of the Board is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper published in the area of the District. The publication of

said notice shall be completed at least seven days before the date herein set for said hearing. The notice shall be substantially in the form of Exhibit D hereto.

12. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 21st day of September, 2020.

Lanay Negrete, Clerk of the Board

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

VALLEY-WIDE RECREATION AND PARK DISTRICT)

I, Lanay Negrete, Clerk of the Board of the Valley-Wide Recreation and Park District, County of Riverside, State of California do hereby certify that the foregoing Resolution No. 1151-20 was adopted by the Board of Directors of Valley-Wide Recreation and Park District at a regular meeting of said Board of Directors held on the 21st day of September, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

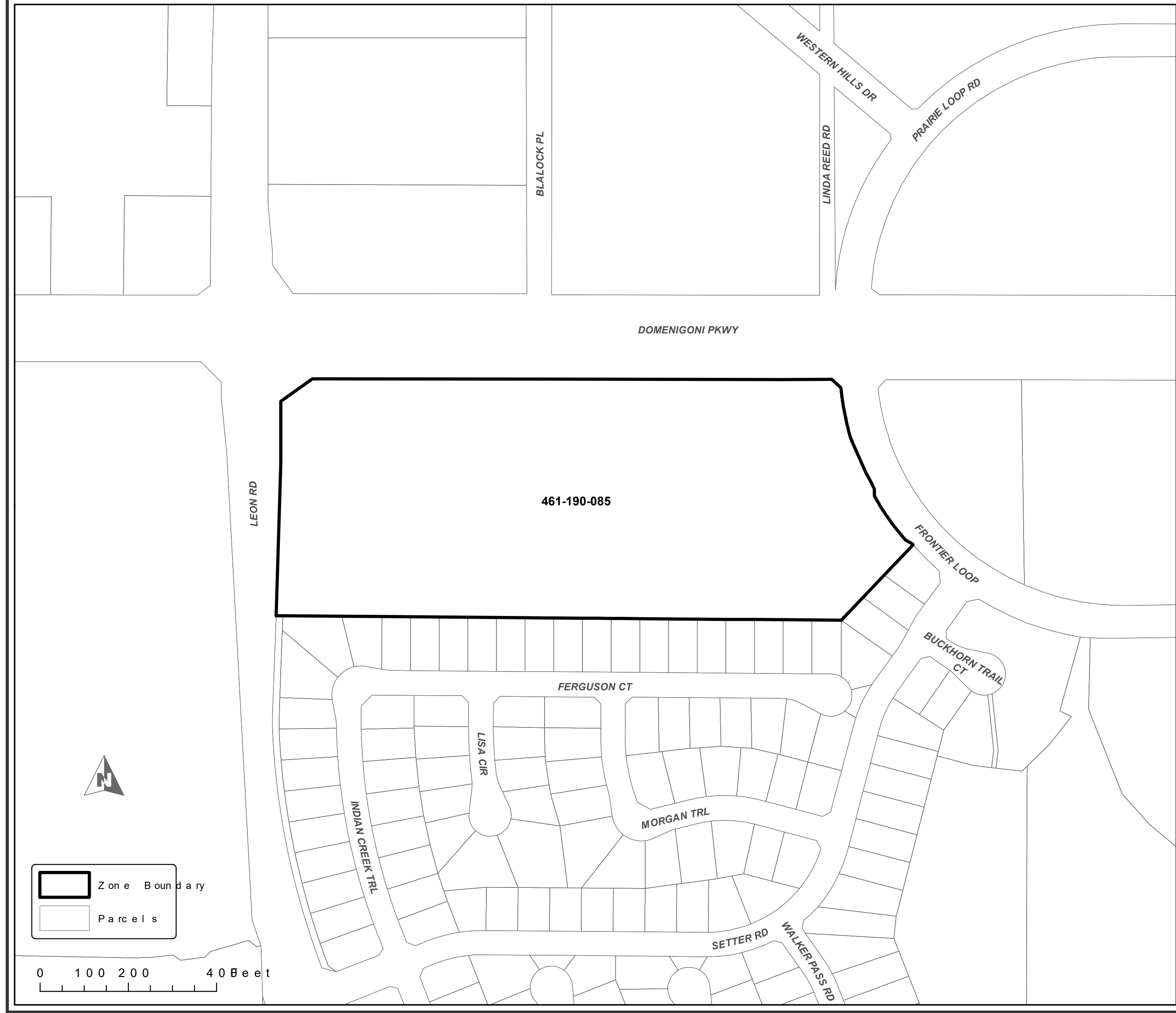
ABSTAINED: _____

Lanay Negrete, Clerk of the Board

EXHIBIT A
VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 22
(WINCHESTER RANCH)
PROPOSED BOUNDARIES OF THE DISTRICT

PROPOSED BOUNDARIES OF WINCHESTER COMMUNITY FACILITIES DISTRICT ZONE 22 (WINCHESTER RANCH)

VALLEY-WIDE RECREATION AND PARK DISTRICT
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF DIRECTORS THIS ____

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

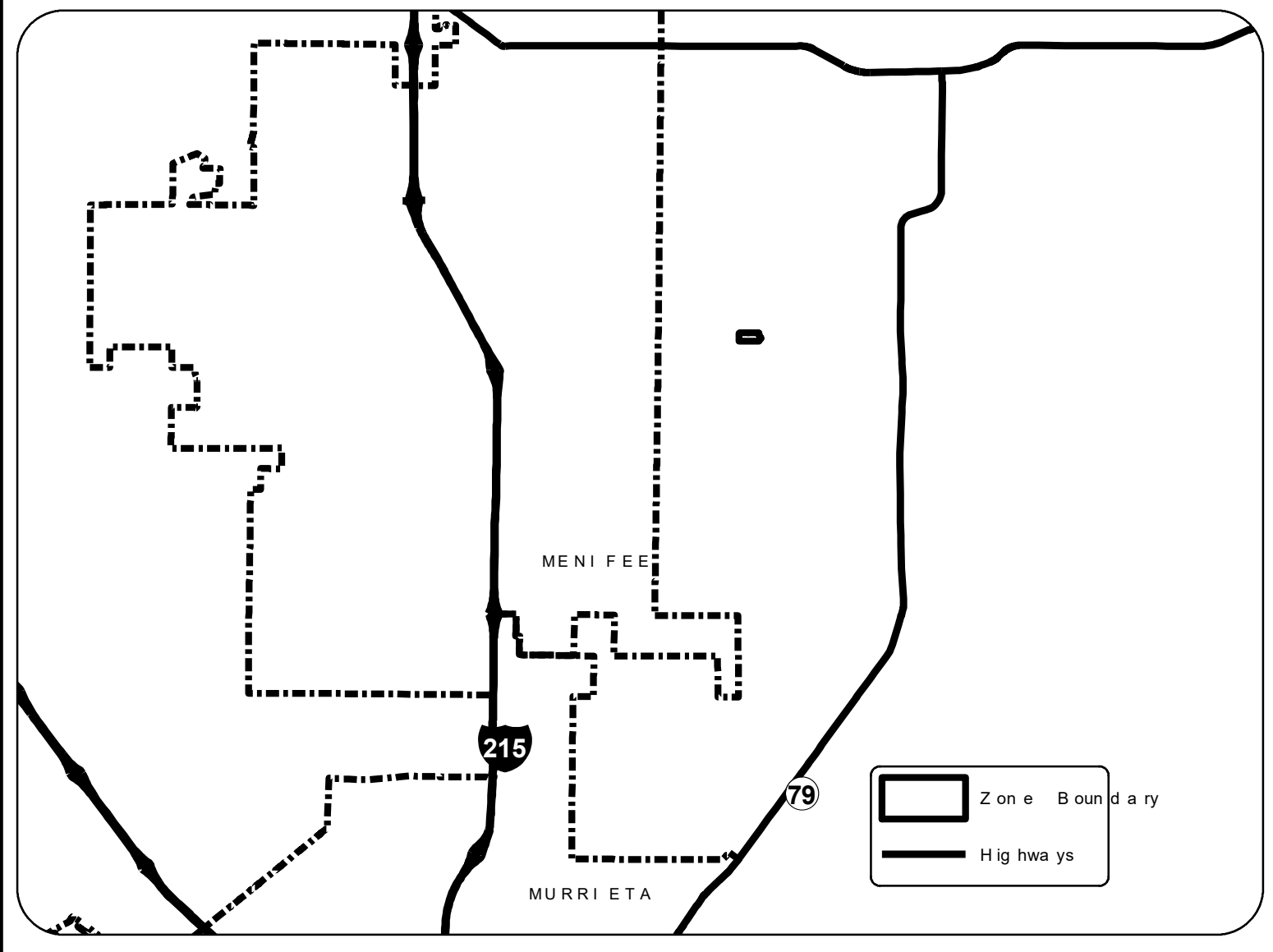
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES
FACILITIES DISTRICT ZONE 22 (WINCHESTER RANCH), VALLEY-WIDE RECREA
RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DI
RECREATION AND PARK DISTRICT AT A REGULAR MEETING THEREOF, HELD ON
BY ITS RESOLUTION NO. _____



CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

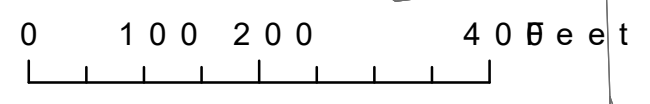
FILED THIS ____ DAY OF _____, 20____, AT THE HOUR OF ____ O' CLO
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____,
RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.


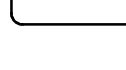
COUNTY RECORDER
COUNTY OF RIVERSIDE, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS,
OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



 Zone Boundary
 Parcels



 Zone Boundary
 Highways

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



EXHIBIT B

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 22
(WINCHESTER RANCH)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE DISTRICT

It is intended that the District will be eligible to fund all or a portion of the costs of operation, maintenance and servicing of landscaping and appurtenant facilities within or adjacent to the District.

The District may fund any of the following related to the maintenance of the services described above: obtaining, reconstructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by Valley-Wide Recreation and Park District, either with its own employees or by contract with third parties, or any combination thereof. The District may also fund administrative fees of Valley-Wide Recreation and Park District related to the District.

EXHIBIT C

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 22
(WINCHESTER RANCH)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 22
(WINCHESTER RANCH)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax shall be levied and collected in Winchester Community Facilities District, Zone 22 (Winchester Ranch), Valley-Wide Recreation and Park District ("Winchester CFD") each Fiscal Year, in an amount determined by the application of the procedures described below. All of the Taxable Property (as defined below) in Winchester CFD, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.1 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map or calculated using available spatial data and GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of Winchester CFD: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Taxes; the costs of the District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in Winchester CFD.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by Winchester CFD.

"Annual Special Tax Requirement" means that amount with respect to Winchester CFD determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with Winchester CFD, and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

“Assessor’s Data” means Acreage or other Parcel information contained in the records of the County Assessor.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County for purposes of identification.

“Board of Directors” means the Board of Directors of the District, acting as the legislative body of Winchester CFD.

“CFD Administrator” means an official of the District, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“Commercial Property” means, in any Fiscal Year, all Parcels of Developed Property with a commercial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“County” means the County of Riverside, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in Winchester CFD for which a building permit has been issued prior to the Fiscal Year in which the Special Tax is being levied. If building permit data is not readily available, a Parcel may be classified as Developed Property upon inspection of such Parcel by the District and/or the CFD Administrator evidencing that construction of a structural foundation has begun or has been completed prior to the Fiscal Year in which the Special Tax is being levied. The determination of a Parcel’s development status by the District and/or the CFD Administrator shall be final.

“District” means the Valley-Wide Recreation and Park District, County of Riverside, California.

“Exempt Property” means all property located within the boundaries of Winchester CFD which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“GIS” means a geographic information system.

“Maximum Special Tax” means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Multi-Family Property” means, in any Fiscal Year, (a) all Parcels of Developed Property consisting of one Unit that share a common wall with another Unit, have separate Assessor’s Parcel Numbers assigned to them, and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures that meet the statutory definition of a condominium project contained in Civil Code Section 4125, according to Assessor’s Data or as otherwise known by the CFD Administrator, or (b)

all Parcels of Developed Property consisting of two or more Units that share a single Assessor's Parcel Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Property Owners Association Property" means any property within the boundaries of Winchester CFD which is (a) owned by a property owners association, or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property. As used in this definition, a property owner association includes any master or sub-association.

"Proportionately" means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors' Parcels of Developed Property within Winchester CFD. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property within Winchester CFD.

"Public Property" means any property within the boundaries of Winchester CFD owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the District, or any local government or other public agency.

"Single-Family Property" means, in any Fiscal Year, all Parcels of Developed Property consisting of one Unit that does not share a common wall with another Unit, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" means 2.0% and will be applied annually after Fiscal Year 2021/22 to increase the Maximum Special Tax rates shown in Section III.

"Taxable Property" means all Parcels within the boundary of Winchester CFD that are not Exempt Property, or exempt from the Special Tax pursuant to the Act or Section V below.

"Undeveloped Property" means all Parcels of Taxable Property that are not Developed Property.

"Unit" means any individual single family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single-Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.

"Welfare Exempt Property" means all Parcels within the boundaries of Winchester CFD that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

"Winchester CFD" means the Winchester Community Facilities District, Zone 22 (Winchester Ranch), Valley-Wide Recreation and Park District, County of Riverside, State of California.

II. DETERMINATION OF TAXABLE PARCELS

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel

Numbers for all Taxable Property within Winchester CFD. If any Assessor's Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor's Parcel Number or Numbers that are in effect for the current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax rates shall be assigned to the new Assessor's Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) the property type of each Parcel, as shown in Table 1; (ii) the number of Units each Parcel contains; and (iii) the Annual Special Tax Requirement for the Fiscal Year.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within Winchester CFD by the method shown below.

- First. Determine the Annual Special Tax Requirement.
- Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax described in the table below to satisfy the Annual Special Tax Requirement.
- Third. If additional monies are needed to satisfy the Annual Special Tax Requirement after levying the Maximum Special Tax on Developed Property, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within Winchester CFD.

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2021/22***

Property Type	Maximum Special Tax Rate (annually)	Per	Expected Special Tax Revenue
Single-Family Property	\$0.00	Unit	\$0.00
Multi-Family Property	0.00	Unit	0.00
Commercial Property	536.00	Acre	9,535.44
Undeveloped Property	536.00	Acre	9,535.44

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate and Expected Special Tax Revenue shall be increased by the Tax Escalation Factor.*

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Taxes shall be levied on Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, or Property Owners Association Property.

As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property or may be reimbursed for Special Tax levied and paid. In order to receive reimbursement, the property owner must provide documentation of the exemption to the CFD Administrator within one calendar year after having paid the Special Taxes for which an exemption has been granted. A refund of the amount of Special Taxes paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the District’s discretion. Interpretations may be made by the District by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of Winchester CFD, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within Winchester CFD, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board of Directors whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the Board of Directors requires the Special Taxes to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Taxes, but an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT D

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 22
(WINCHESTER RANCH)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Directors of Valley-Wide Recreation and Park District will conduct a public hearing on Monday, November 16, 2020, at 5:30 p.m. or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, or virtually if an in-person meeting is not possible due to the COVID-19 pandemic, to consider the following:

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 22
(WINCHESTER RANCH)

On September 21, 2020, the Board of Directors of Valley-Wide Recreation and Park District adopted a Resolution entitled "A Resolution of the Board of Directors of Valley-Wide Recreation and Park District, Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention on file in the office of the Clerk of the Board of Valley-Wide Recreation and Park District for further particulars.

In the Resolution of Intention, the Board of Directors declared its intention to form the Valley-Wide Recreation and Park District Winchester Community Facilities District, Zone 22 (Winchester Ranch) (the "District") to finance the costs of operation, maintenance and servicing of landscaping and appurtenant facilities as further identified in an exhibit to the Resolution of Intention. The proposed boundaries of the District were identified in another exhibit to the Resolution of Intention, and the Resolution of Intention identified a proposed special tax to be levied on real property to be included in the District to pay for costs of the services.

In the Resolution of Intention, the Board of Directors provided that the levy of the special tax will be subject to a mailed ballot election among the owners of land in the District. The Board of Directors ordered the General Manager to prepare a report on the District, and the Board of Directors called for a public hearing on the District.

At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the District, the extent of the District or the furnishing of specified types of services will be heard. Any person interested may file a protest in writing with the Clerk of the Board. If fifty percent or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be included in the District, or the owners of one-half or more of the area of land in the territory proposed to be included in the District and not exempt from the special tax file written protests against the establishment of the District and the protests are not withdrawn to reduce the value of the protests to less than a majority, the Board of Directors shall take no further action to establish the

District or authorize the special taxes for a period of one year from the date of the decision of the Board of Directors, and if the majority protests of the registered voters or the landowners are only against the furnishing of a type or types of services within the District, or against levying a specified special tax, those types of services, or the specified special tax, will be eliminated from the proceedings to form the District.

Any person interested in these matters is invited to attend and present testimony either for or against the above item. If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Board of Directors during or prior to the public hearing.

Clerk of the Board
Valley-Wide Recreation and Park District

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CONSENT CALENDAR

ITEM No. 12.07

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AGENDA REPORT

Item No. 12.07

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Winchester Community Facilities District
(CFD) Zone 21 Formation

RECOMMENDED ACTION:

That the Board of Directors approve **Resolution No. 1152-20** – Resolution of the Board of Directors of Valley-Wide Recreation and Park District, declaring its intention to establish a Community Facilities District and authorize the levy of special taxes.

ANALYSIS:

At the petition of the property owner, Jacinto Family LTD Partnership Paul and Debra Mark Family LTD, Tract 36288 would be the 21st zone in the Winchester Community Facilities District. This project is located north of Domenigoni Parkway, west of Leon Road, south of Winchester Hills Drive, and east of La Ventana Road, in Winchester, CA, and contains 72 single family dwelling units (EDU).

FISCAL IMPACT:

The individual property owners in the CFD will be responsible for annual payments of special taxes. The maximum annual special tax per EDU, as referenced in the Rate Method Apportionment, is \$1,032. It is estimated, upon full completion of the development, there will be a maximum annual collection of special tax revenue of approximately \$74,277 with the base year being 2021/2022.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA) requirement.

ATTACHMENTS:

1. Resolution No. 1152-20
2. Exhibit A – Proposed Boundaries of the District
3. Exhibit B – Description of Services to be Financed by the District
4. Exhibit C – Rate of Method of Apportionment of Special Tax
5. Exhibit D – Notice of Public Hearing

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

RESOLUTION NO. 1152-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY-WIDE RECREATION AND PARK DISTRICT, DECLARING ITS INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 21

WHEREAS, under the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the "Act"), the Board of Directors of Valley-Wide Recreation & Park District may commence proceedings for the establishment of a community facilities district, and

WHEREAS, this Board of Directors has received petitions (including waivers) from the landowners requesting that it establish a community facilities district under the Act to provide for the costs of operation, maintenance and servicing of parks, landscaping and appurtenant facilities, and this Board of Directors now desires to commence proceedings to establish a community facilities district (the "District") as described herein; and

WHEREAS, under the Act, this Board of Directors is the legislative body for the proposed District and is empowered with the authority to establish the District and levy special taxes within the District; and

WHEREAS, this Board of Directors now desires to proceed with the actions necessary to consider the establishment of the District.

NOW, THEREFORE, the Board of Directors of the Valley-Wide Recreation and Park District, DOES HEREBY RESOLVE as follows:

1. This Board of Directors proposes to begin the proceedings necessary to establish the District pursuant to the Act.
2. The name of the proposed District is Valley-Wide Recreation and Park District, Winchester Community Facilities District, Zone 21.
3. The proposed boundaries of the District are as shown on the map of the District on file with the Clerk of the Board, a copy of which is attached hereto as Exhibit A, which Exhibit is by this reference incorporated herein. The proposed boundaries are hereby preliminarily approved. The Clerk of the Board is hereby directed to record, or cause to be recorded, the map of the boundaries of the District in the office of the Riverside County Recorder as soon as practicable after the adoption of this Resolution.
4. The type of services proposed to be financed by the District and pursuant to the Act shall consist of those services described in Exhibit B hereto, which Exhibit is by this reference incorporated herein (the "Services").

5. Except where funds are otherwise available, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the District, will be levied annually within the District and collected in the same manner as ordinary ad valorem property taxes or in such other manner as this Board of Directors or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the District, in sufficient detail to allow each landowner within the proposed District to estimate the maximum amount such owner will have to pay, are described in Exhibit C attached hereto, which Exhibit is by this reference incorporated herein.

6. This Board of Directors finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the District.

7. The levy of said proposed special tax shall be subject to the approval of the qualified electors of the District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed District, with each landowner having one vote for each acre or portion of an acre of land such landowner owns in the District.

8. Except as may otherwise be provided by law or the rate and method of apportionment of the special tax for the District, all lands owned by any public entity, including the United States, the State of California and/or Valley-Wide Recreation and Park District, or any departments or political subdivisions of any thereof, shall be omitted from the levy of the special tax to be made to cover the costs and expenses of the Services and any expenses of the District.

9. The General Manager of Valley-Wide Recreation and Park District is hereby directed to study the proposed Services and to make, or cause to be made, and file with the Clerk of the Board a report in writing, presenting the following:

- (a) A brief description of the Services.
- (b) An estimate of the fair and reasonable initial annual cost of providing the Services, including the incidental expenses in connection therewith, any Valley-Wide Recreation and Park District administration costs and all other related costs.

Said report shall be made a part of the record of the public hearing provided for below.

10. Monday, November 16, 2020, at 5:30 p.m., or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, and the same are hereby appointed and fixed as the time and place when and where this Board of Directors, as legislative body for the District, will conduct a public hearing on the establishment of the District and consider and finally determine whether the public interest, convenience and necessity require the formation of the District and the levy of said special tax.

11. The Clerk of the Board is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper published in the area of the District. The publication of

said notice shall be completed at least seven days before the date herein set for said hearing. The notice shall be substantially in the form of Exhibit D hereto.

12. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 21st day of September, 2020.

Lanay Negrete, Clerk of the Board

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

VALLEY-WIDE RECREATION AND PARK DISTRICT)

I, Lanay Negrete, Clerk of the Board of the Valley-Wide Recreation and Park District, County of Riverside, State of California do hereby certify that the foregoing Resolution No. 1152-20 was adopted by the Board of Directors of Valley-Wide Recreation and Park District at a regular meeting of said Board of Directors held on the 21st day of September, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

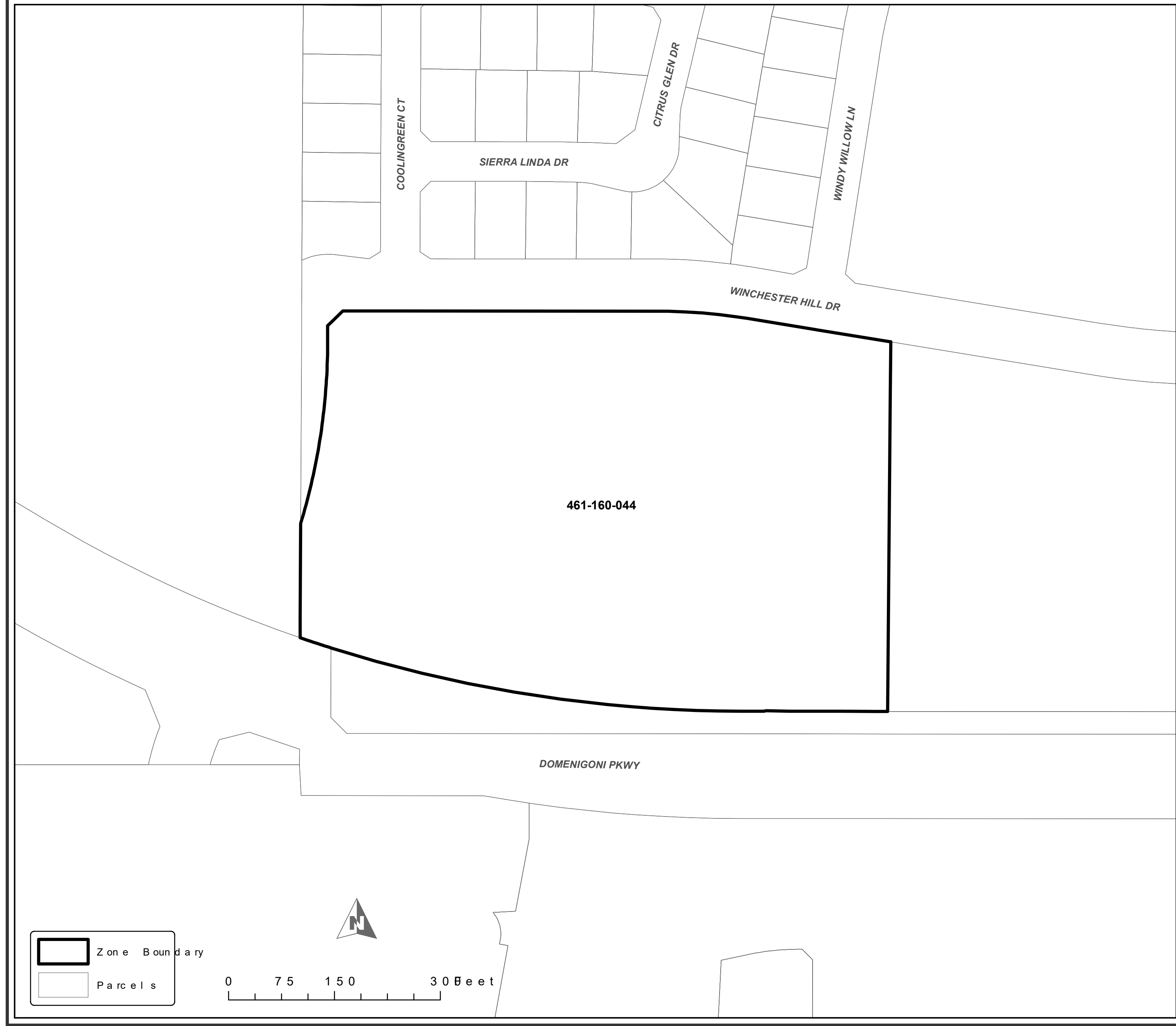
ABSTAINED: _____

Lanay Negrete, Clerk of the Board

EXHIBIT A
VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 21
PROPOSED BOUNDARIES OF THE DISTRICT

PROPOSED BOUNDARIES OF WINCHESTER COMMUNITY FACILITIES DISTRICT ZONE 21

VALLEY-WIDE RECREATION AND PARK DISTRICT
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF DIRECTORS THIS

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

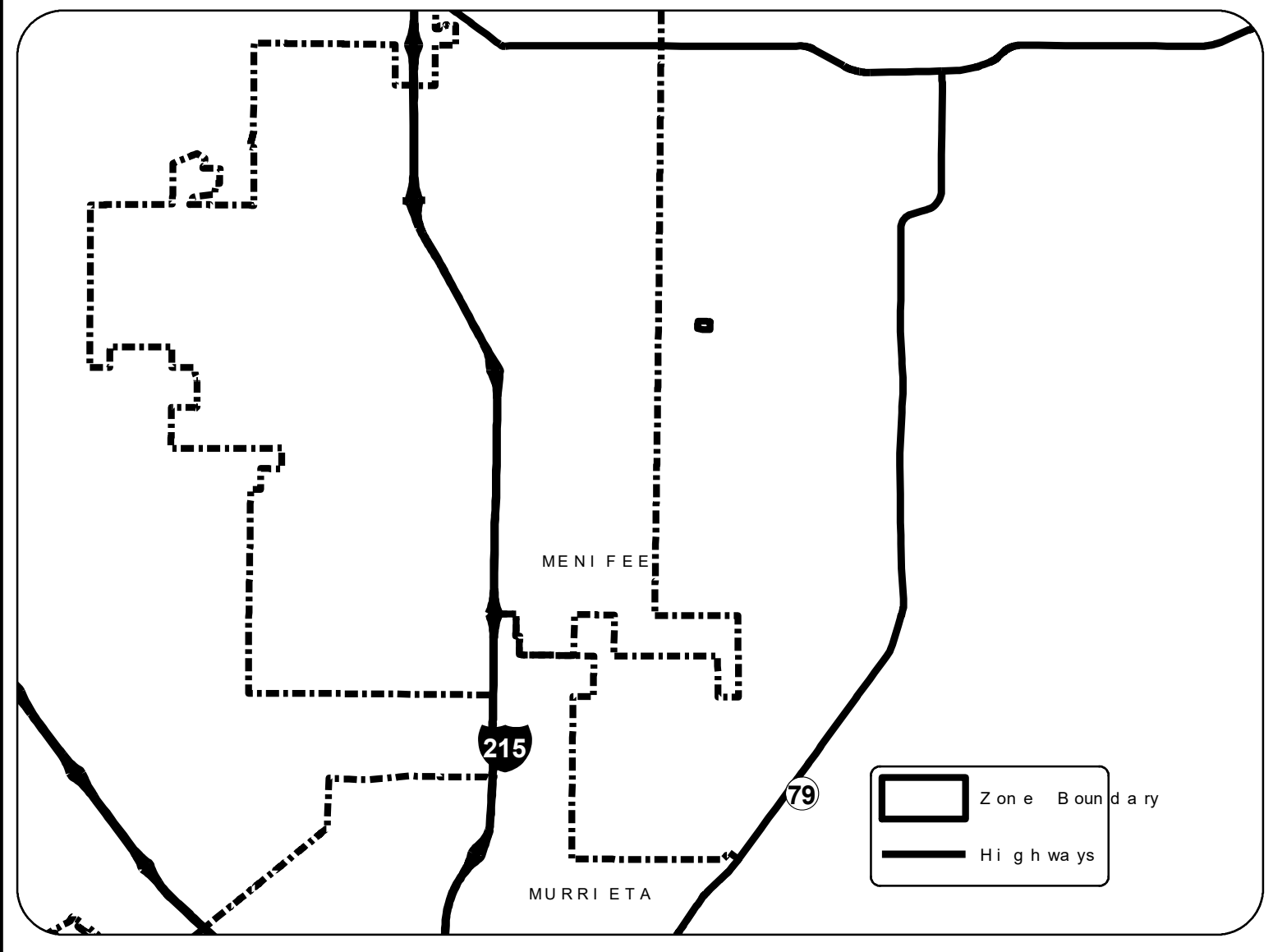
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES
FACILITIES DISTRICT ZONE 21, VALLEY-WIDE RECREATION AND PARK DISTRICT
CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE VALLEY
DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ___ DAY OF ___

CLERK OF THE BOARD OF DIRECTORS
VALLEY-WIDE RECREATION AND PARK DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS ___ DAY OF ___, 20___ AT THE HOUR OF ___ O'CLOCK
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ___
RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS,
OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



EXHIBIT B

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 21

DESCRIPTION OF SERVICES TO BE FINANCED BY THE DISTRICT

It is intended that the District will be eligible to fund all or a portion of the costs of operation, maintenance and servicing of parks, landscaping and appurtenant facilities within or adjacent to the District.

The District may fund any of the following related to the maintenance of the services described above: obtaining, reconstructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by Valley-Wide Recreation and Park District, either with its own employees or by contract with third parties, or any combination thereof. The District may also fund administrative fees of Valley-Wide Recreation and Park District related to the District.

EXHIBIT C

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 21
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 21
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax shall be levied and collected in Winchester Community Facilities District, Zone 21, Valley-Wide Recreation and Park District ("Winchester CFD") each Fiscal Year, in an amount determined by the application of the procedures described below. All of the Taxable Property (as defined below) in Winchester CFD, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.1 as that may be amended from time to time, that shares a Parcel with a Unit of Single Family Property.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map or calculated using available spatial data and GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of Winchester CFD: the costs of computing the Annual Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the District or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Taxes; the costs of the District or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in Winchester CFD.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by Winchester CFD.

"Annual Special Tax Requirement" means that amount with respect to Winchester CFD determined by the Board of Directors or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with Winchester CFD, and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

"Assessor's Data" means Acreage or other Parcel information contained in the records of the County

Assessor.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessment’s Parcel by the County for purposes of identification.

“Board of Directors” means the Board of Directors of the District, acting as the legislative body of Winchester CFD.

“CFD Administrator” means an official of the District, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

“Commercial Property” means, in any Fiscal Year, all Parcels of Developed Property with a commercial use, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“County” means the County of Riverside, California.

“Developed Property” means, in any Fiscal Year, all Taxable Property in Winchester CFD for which a building permit has been issued prior to the Fiscal Year in which the Special Tax is being levied. If building permit data is not readily available, a Parcel may be classified as Developed Property upon inspection of such Parcel by the District and/or the CFD Administrator evidencing that construction of a structural foundation has begun or has been completed prior to the Fiscal Year in which the Special Tax is being levied. The determination of a Parcel’s development status by the District and/or the CFD Administrator shall be final.

“District” means the Valley-Wide Recreation and Park District, County of Riverside, California.

“Exempt Property” means all property located within the boundaries of Winchester CFD which is exempt from the Special Tax pursuant to Section V below.

“Fiscal Year” means the period from July 1st of any calendar year through June 30th of the following calendar year.

“GIS” means a geographic information system.

“Maximum Special Tax” means the maximum Special Tax authorized for levy in any Fiscal Year that may apply to Taxable Property as described in Section III.

“Multi-Family Property” means, in any Fiscal Year, (a) all Parcels of Developed Property consisting of one Unit that share a common wall with another Unit, have separate Assessor’s Parcel Numbers assigned to them, and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures that meet the statutory definition of a condominium project contained in Civil Code Section 4125, according to Assessor’s Data or as otherwise known by the CFD Administrator, or (b) all Parcels of Developed Property consisting of two or more Units that share a single Assessor’s Parcel

Number, are offered for rent to the general public, and cannot be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Property Owners Association Property" means any property within the boundaries of Winchester CFD which is (a) owned by a property owners association, or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property. As used in this definition, a property owner association includes any master or sub-association.

"Proportionately" means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax is equal for all Assessors' Parcels of Developed Property within Winchester CFD. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property within Winchester CFD.

"Public Property" means any property within the boundaries of Winchester CFD owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the District, or any local government or other public agency.

"Single-Family Property" means, in any Fiscal Year, all Parcels of Developed Property consisting of one Unit that does not share a common wall with another Unit, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Special Tax" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" means 2.0% and will be applied annually after Fiscal Year 2021/22 to increase the Maximum Special Tax rates shown in Section III.

"Taxable Property" means all Parcels within the boundary of Winchester CFD that are not Exempt Property, or exempt from the Special Tax pursuant to the Act or Section V below.

"Undeveloped Property" means all Parcels of Taxable Property that are not Developed Property.

"Unit" means any individual single family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Dwelling Unit that shares a Parcel with a Unit of Single-Family Property shall not be considered a separate Unit for purposes of calculating the Special Tax.

"Welfare Exempt Property" means all Parcels within the boundaries of Winchester CFD that have been granted a welfare exemption pursuant to Section 53340 (c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code by the County.

"Winchester CFD" means the Winchester Community Facilities District, Zone 21, Valley-Wide Recreation and Park District, County of Riverside, State of California.

II. **DETERMINATION OF TAXABLE PARCELS**

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within Winchester CFD. If any Assessor's Parcel Numbers are no longer

valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor's Parcel Number or Numbers that are in effect for the current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated or otherwise reconfigured, the Maximum Special Tax rates shall be assigned to the new Assessor's Parcels pursuant to Section III. The CFD Administrator shall also determine: (i) the property type of each Parcel, as shown in Table 1; (ii) the number of Units each Parcel contains; and (iii) the Annual Special Tax Requirement for the Fiscal Year.

III. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows.

The Special Tax shall be levied each Fiscal Year by the CFD Administrator. The Annual Special Tax Requirement shall be apportioned to each Parcel within Winchester CFD by the method shown below.

- First. Determine the Annual Special Tax Requirement.
- Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the Maximum Special Tax described in the table below to satisfy the Annual Special Tax Requirement.
- Third. If additional monies are needed to satisfy the Annual Special Tax Requirement after levying the Maximum Special Tax on Developed Property, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within Winchester CFD.

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2021/22***

Property Type	Maximum Special Tax Rate (annually)	Per	Expected Special Tax Revenue
Single-Family Property	\$1,032.00	Unit	\$74,304.00
Multi-Family Property	0.00	Unit	0.00
Commercial Property	0.00	Acre	0.00
Undeveloped Property	0.00	Acre	0.00

**On each July 1, commencing on July 1, 2022, the Maximum Special Tax Rate and Expected Special Tax Revenue shall be increased by the Tax Escalation Factor.*

IV. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

V. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Taxes shall be levied on Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, or Property Owners Association Property.

As may be required pursuant to the Act, Welfare Exempt Property may be classified as Exempt Property or may be reimbursed for Special Tax levied and paid. In order to receive reimbursement, the property owner must provide documentation of the exemption to the CFD Administrator within one calendar year after having paid the Special Taxes for which an exemption has been granted. A refund of the amount of Special Taxes paid for the Fiscal Year the exemption has been granted will be provided to the property owner of Welfare Exempt Property who was granted the exemption.

VI. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The District reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the District’s discretion. Interpretations may be made by the District by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

VII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of Winchester CFD, and may collect delinquent Special Taxes through foreclosure or other available methods.

A Special Tax shall continue to be levied and collected within Winchester CFD, as needed to fund the Annual Special Tax Requirement, in perpetuity.

VIII. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board of Directors whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the Board of Directors requires the Special Taxes to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Taxes, but an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT D

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 21

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Directors of Valley-Wide Recreation and Park District will conduct a public hearing on Monday, November 16, 2020, at 5:30 p.m. or as soon thereafter as the matter may be heard, at the Board Chambers, 901 W. Esplanade Avenue, San Jacinto, California, or virtually if an in-person meeting is not possible due to the COVID-19 pandemic, to consider the following:

VALLEY-WIDE RECREATION AND PARK DISTRICT
WINCHESTER COMMUNITY FACILITIES DISTRICT, ZONE 21

On September 21, 2020, the Board of Directors of Valley-Wide Recreation and Park District adopted a Resolution entitled "A Resolution of the Board of Directors of Valley-Wide Recreation and Park District, Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention on file in the office of the Clerk of the Board of Valley-Wide Recreation and Park District for further particulars.

In the Resolution of Intention, the Board of Directors declared its intention to form the Valley-Wide Recreation and Park District Winchester Community Facilities District, Zone 21 (the "District") to finance the costs of operation, maintenance and servicing of parks, landscaping and appurtenant facilities as further identified in an exhibit to the Resolution of Intention. The proposed boundaries of the District were identified in another exhibit to the Resolution of Intention, and the Resolution of Intention identified a proposed special tax to be levied on real property to be included in the District to pay for costs of the services.

In the Resolution of Intention, the Board of Directors provided that the levy of the special tax will be subject to a mailed ballot election among the owners of land in the District. The Board of Directors ordered the General Manager to prepare a report on the District, and the Board of Directors called for a public hearing on the District.

At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the District, the extent of the District or the furnishing of specified types of services will be heard. Any person interested may file a protest in writing with the Clerk of the Board. If fifty percent or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be included in the District, or the owners of one-half or more of the area of land in the territory proposed to be included in the District and not exempt from the special tax file written protests against the establishment of the District and the protests are not withdrawn to reduce the value of the protests to less than a majority, the Board of Directors shall take no further action to establish the District or authorize the special taxes for a period of one year from the date of the decision of the Board of Directors, and if the majority protests of the registered voters or the landowners are only

against the furnishing of a type or types of services within the District, or against levying a specified special tax, those types of services, or the specified special tax, will be eliminated from the proceedings to form the District.

Any person interested in these matters is invited to attend and present testimony either for or against the above item. If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Board of Directors during or prior to the public hearing.

Clerk of the Board
Valley-Wide Recreation and Park District

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***CONSENT
CALENDAR***

ITEM No. 12.08

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AGENDA REPORT

Item No. 12.08

BOARD OF DIRECTORS MEETING:

September 21, 2020

SUBJECT:

Award of the Playground Replacement Project-2020

RECOMMENDED ACTION:

That the Board of Directors approve the following:

1. Adopt the Plans and Specifications for the Playground Replacement Project-2020; and
2. Award bid to Ortco, Inc., the lowest responsive and responsible bidder, and waive any and all minor irregularities in the bidding documents as submitted by said bidder; and
3. Authorize the General Manager to execute the Construction Agreement and Purchase Order between Valley-Wide Recreation and Park District and Ortco, Inc. in the amount of \$79,900; and
4. Authorize the General Manager to approve appropriate as-needed Change Order(s) necessary for the execution of the work, in accordance with the signature authorization policy.

ANALYSIS:

The Playground Replacement Project-2020 scope of work includes but is not limited to the removal of existing playground structures, installation tot-lot area subgrade drainage, and the installation of Valley-Wide provided (pre-purchased) playground structures.

District staff prepared the bid package of this informal project and advertised the Notice Inviting Bids on our agency’s website, Bid America Planroom, and AGC San Diego Planroom, where interested bidders could obtain the completed bid document package. The following chart represents the five bids received and opened on September 4, 2020.

PROBABLE COST:		\$85,000
CONTRACTOR	LOCATION	BID AMOUNT
Ortco, Inc.	Orange, CA	\$79,900
R. E. Schultz Construction Inc.	Orange, CA	\$83,400
Western State Builders	Orange, CA	\$86,072
IVL Contractors, Inc.	Riverside, CA	\$129,300
Community Playgrounds, Inc.	Vallejo, CA	\$161,574

Informal bidding procedures were followed in conformance with the District’s Expense Authorization Policy and the Public Contracts Code. Review of the bids was completed, and it was determined by staff that Ortco, Inc. is the verified lowest responsive and responsible bidder.

District staff will perform and coordinate the construction management and inspection services. Construction is tentatively scheduled to commence in October 2020 with completion anticipated by February 2021.

FISCAL IMPACT:

The total estimated project costs with an award to Ortco, Inc. as recommended is \$104,900, which includes the \$79,900 Construction Contract and \$25,000 in as-needed Change Orders in accordance with the District's signature authorization policy.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA), per CEQA Categorical Exemption 15301 – Existing Facilities.

ATTACHMENTS:

1. Ortco, Inc. Bid Sheets
2. Contract Drawings and Exhibits

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

**VALLEY-WIDE RECREATION
PLAYGROUND REPLACEMENT PROJECT-2020**

BIDDING SHEETS

Bids will be received at the Valley-Wide Recreation and Park District office, located at 901 W. Esplanade Avenue, San Jacinto, California, until **September 4, 2020 at 3:00pm.**

NAME OF BIDDER: Ortco, Inc

To the Board of Directors
of the Valley-Wide Recreation and Park District
901 W. Esplanade Avenue
San Jacinto, California 92581

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

PLAYGROUND REPLACEMENT PROJECT-2020

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

Total Bid Amount in Numerals: \$ 79,900

Total Bid Amount in Words: \$ Seventy nine thousand nine hundred

The undersigned acknowledge receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda and/or Letter of Clarification	
By submitting a bid, Bidder certifies that any addenda and letters of clarification issued to these specifications, whether acknowledged or not below, shall be made a part of the contract. Bidder further agrees to perform all labor and services and furnish all materials, tools and appliances necessary for completing the work called out in the addenda or letter of clarification.	
Addenda Received:	<u>9/2/20</u> _____
Letter of Clarification received:	_____

VALLEY-WIDE RECREATION
PLAYGROUND REPLACEMENT PROJECT-2020
BIDDING SHEETS

The Contractor shall construct the project under these Specifications all in conformance with the Contract Drawings listed in Section P and these Specifications

The District reserves the right to:

- A. Accept or reject any or all bids on this specification;
- B. Award Contract to the lowest qualified bidder, based on the total bid price;
- C. Waive any defects and informalities.

The District shall be the final authority with regard to whether a bid is responsive to the call for bids and to whether a bidder is a responsible bidder under the conditions of his bid, or for any reason.

The total contract price shall include all work, materials, and equipment needed to complete the project as defined in the General Conditions, Section F. The bidder shall include costs for such other items in the most appropriate category (bid item).

VALLEY-WIDE RECREATION
PLAYGROUND REPLACEMENT PROJECT-2020
BIDDING SHEETS

ADDITION OR DEDUCTION: Provision is made here for the bidder to include an addition/deduction in their bid, if desired, to reflect any last minute adjustments in process. The addition/deduction, if made, will be proportionately applied to item(s) N/A (fill in) and reflected in the unit process for payment purposes. If the addition/deduction affects more than one bid item, the proportionate application of the addition/deduction shall be mutually agreed upon by the Contract and the District at the prejob.

Person who inspected site of the proposed work as an employee of your firm: **(Representative must have inspected the jobsite and be employee on the company's payroll to be considered a responsive bidder)**

Billy Police
(Name)

8/25/20
(Date of Inspection)

VALLEY-WIDE RECREATION

PLAYGROUND REPLACEMENT PROJECT-2020

BIDDING SHEETS

Bid Item	Aprox. Qty.	Unit	Description Unit Price Written in Words	Unit Price (Figures)	Total Amount (Figures)
MISCELLANEOUS ITEMS					
1	1	LS	Mobilization per Article 6 of General Conditions (not to exceed 10% of bid). <u>Six thousand</u> (words)	\$ <u>1,500</u>	\$ <u>6,000</u>
2	1	LS	Temporary Fencing. <u>Six thousand</u> (words)	\$ <u>1,500</u>	\$ <u>6,000</u>
3	1	LS	Receiving, unloading, cataloging and storing delivery of three (3) of the four (4) playground structures. Transporting of playground structures from Contractor's storage location to each project site. Each structure must be transported separately when work is to commence per site. <u>Four thousand</u> (words)	\$ <u>1,000</u>	\$ <u>4,000</u>
WHEATFIELD PARK					
4	1	LS	Raking out engineered wood fiber material prior to installation of Wheatfield Park playground structure and evenly replacing / raking in material around new installed playground structure. <u>Six thousand</u> (words)	\$ <u>6,000</u>	\$ <u>6,000</u>
5	1	LS	Removal and disposal of existing Wheatfield Park playground structure and installation of Valley-Wide Recreation and Park District provided (pre-purchased) playground structure. <u>Eleventhousand nine hundred</u> (words)	\$ <u>11,900</u>	\$ <u>11,900</u>

VALLEY-WIDE RECREATION

PLAYGROUND REPLACEMENT PROJECT-2020

BIDDING SHEETS

Bid Item	Aprox. Qty.	Unit	Description Unit Price Written in Words	Unit Price (Figures)	Total Amount (Figures)
LA PALOMA PARK					
6	1	LS	Raking out engineered wood fibar material prior to installation of La Paloma Park playground structure and evenly replacing / raking in material around new installed playground structure. <u>Five thousand one hundred</u> (words)	\$ <u>5,100</u>	\$ <u>5,100</u>
7	1	LS	Removal and disposal of existing La Paloma Park playground structure and installation of Valley-Wide Recreation and Park District provided (pre-purchased) playground structure. <u>Ten thousand nine hundred</u> (words)	\$ <u>10,900</u>	\$ <u>10,900</u>
WINCHESTER PARK					
8	1	LS	Raking out engineered wood fibar material prior to installation of Winchester Park playground structure and evenly replacing / raking in material around new installed playground structure. <u>Twenty seven hundred</u> (words)	\$ <u>2,700</u>	\$ <u>2,700</u>
9	1	LS	Removal and disposal of existing Winchester Park playground structure and installation of Valley-Wide Recreation and Park District provided (pre-purchased) playground structure. <u>Eight thousand three hundred</u> (words)	\$ <u>8,300</u>	\$ <u>8,300</u>
JERRY SEARL SPORTS PARK					
10	1	LS	Removal and disposal of existing engineered wood fibar at Jerry Searl Sports Park. <u>One thousand six hundred</u> (words)	\$ <u>1,600</u>	\$ <u>1,600</u>

VALLEY-WIDE RECREATION

PLAYGROUND REPLACEMENT PROJECT-2020

BIDDING SHEETS

Bid Item	Aprox. Qty.	Unit	Description Unit Price Written in Words	Unit Price (Figures)	Total Amount (Figures)
11	1	LS	Removal and disposal of existing Jerry Searl Sports Park playground structure and installation of Valley-Wide Recreation and Park District provided (pre-purchased) playground structure. <u>Tenthousand nine hundred</u> (words)	\$ <u>10,900</u>	\$ <u>10,900</u>
12	1	LS	Development of subgrade drainage system at Jerry Searl Sports Park, per Valley-Wide Detail LC-16. <u>sixty five hundred</u> (words)	\$ <u>6,500</u>	\$ <u>6,500</u>
TOTAL BID AMOUNT (Bid Items 1-12)					
<u>Seventy nine thousand nine hundred</u> (words)				\$ <u>79,900</u>	

VALLEY-WIDE
PLAYGROUND REPLACEMENT PROJECT-2020
SECTION P - CONTRACT DRAWINGS

P-01. General. The location of the work, its general nature and extent, the outline of the land owned or controlled by the District and the form and general dimensions of the facilities (ie. pipelines, appurtenances, etc.) are as shown on the drawings attached and made a part of this Specification as listed below.

P-02. Construction Drawings

CURRENT PLAYGROUND STRUCTURE- JERRY SEARL PARK
NEW PLAYGROUND STRUCTURE LAYOUT- JERRY SEARL PARK
MIRACLE PLAYGROUND RENDERING (2)- JERRY SEARL PARK

CURRENT PLAYGROUND STRUCTURE- LA PALOMA PARK
NEW PLAYGROUND STRUCTURE LAYOUT- LA PALOMA PARK
MIRACLE PLAYGROUND RENDERING (2)- LA PALOMA PARK

CURRENT PLAYGROUND STRUCTURE- WHEATFIELD PARK
NEW PLAYGROUND STRUCTURE LAYOUT- WHEATFIELD PARK
MIRACLE PLAYGROUND RENDERING (2)- WHEATFIELD PARK

CURRENT PLAYGROUND STRUCTURE- WINCHESTER PARK
NEW PLAYGROUND STRUCTURE LAYOUT- WINCHESTER PARK
MIRACLE PLAYGROUND RENDERING (2)- WINCHESTER PARK



PLAYGROUND REPLACEMENT PROJECT-2020

JERRY SEARL PARK – INFORMATION REGARDING PROJECT SITE CONDITIONS

START DATE: September 2020

SITE ADDRESS: 1001 N Buena Vista St, Hemet, CA 92543



CURRENT SITE CONDITIONS:

Jerry Searl Park recently underwent a construction project that included pouring new concrete walkways and replacing part of the parking lot. The playground area also received new fencing.

The awarded contractor must store all equipment within the area of work being completed. There is no separate storage location available within this location. It is not Valley-Wide’s responsibility to replace stolen or damaged equipment.



- SITE** The work at this site shall be completed in one phase
- BARRIERS AND ACCEPTABLE ACCESS:** The Playground area fencing may need to be rolled back to complete the project. Prior to project conclusion, the fencing must be put back in place.
- AND** In order to preserve the newly poured concrete, contractors must lay plywood before driving any type of vehicle across the walking paths.

Prior to project start, Valley-Wide will capture evidence of pre-construction conditions, including the conditions of structures, flatwork, , and landscaping, etc. The District will verify that the project site meets acceptable care standards after the project has been concluded. Contractors are responsible for remediating discrepancies in site condition that include but are not limited to newly broken or cracked concrete, disturbed landscaping, and broken hardware.



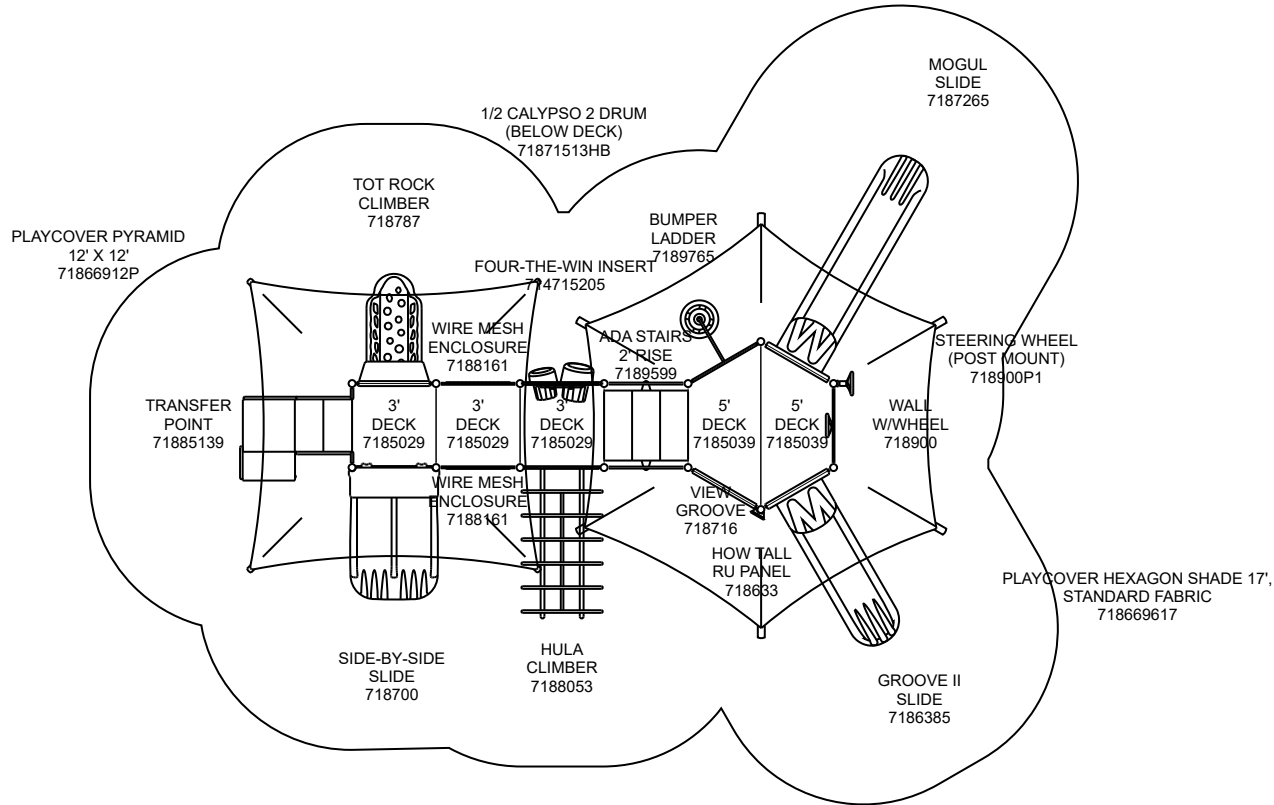
JERRY SEARL PARK

FOR KIDS AGES
2-12
YEARS

AGE GROUP: 2-12
ELEVATED PLAY ACTIVITIES - TOTAL: 8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 8 REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 3 REQ'D 3
GROUND LEVEL QUANTITY: 3 REQ'D 3

Jerry Searl Park Valley Wide Rec & Park, CA

Child Capacity: 54



MIRACLE PLAYGROUND SALES, INC.

9106 Pulsar Ct, Suite C
Corona, CA

PHONE NO: (800) 264-7225
FAX NO: (877) 215-3869

R0036_43970654629

COMPLIES TO ASTM/CPSC

GROUND SPACE: 29'-6" x 22'-0"

PROTECTIVE AREA: 41'-6" x 33'-6"

DRAWN BY: Kelly Spence

DATE: 5/19/2020

COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

**MIRACLE PLAYGROUND RENDERING-
JERRY SEARL PARK**



MIRACLE PLAYGROUND RENDERING-
JERRY SEARL PARK



PLAYGROUND REPLACEMENT PROJECT-2020

LA PALOMA PARK – INFORMATION REGARDING PROJECT SITE CONDITIONS

START DATE: September 2020

SITE ADDRESS: 30469 Menifee Rd, Menifee, CA 92584

CURRENT SITE CONDITIONS:

There has been no recent construction or improvement completed at this site.

There will be no designated location for contractor to keep equipment. All equipment must be kept and locked up within the area where work is being done.



SITE BARRIERS AND ACCEPTABLE ACCESS:

This site requires temporary fencing to block off the area of work from the rest of the site. There is permanent fencing surrounding the play area, however this fencing should not need to be removed to complete the work. If the contractor finds that the permanent fencing is an obstruction, it can be rolled back, and then replaced after completion of the project.

If any heavy equipment must be driven over grass, the contractor must lay ply-wood or another protective layer beforehand, to preserve the landscape. . 72-hour notice is required to flag sprinklers and reduce irrigation run-time.

Prior to project start, Valley-Wide will capture evidence of pre-construction conditions, including the conditions of structures, flatwork, , and landscaping, etc. The District will verify that the project site meets acceptable care standards after the project has been concluded. Contractors are responsible for remediating discrepancies in site condition that include but are not limited to newly broken or cracked concrete, disturbed landscaping, and broken hardware.



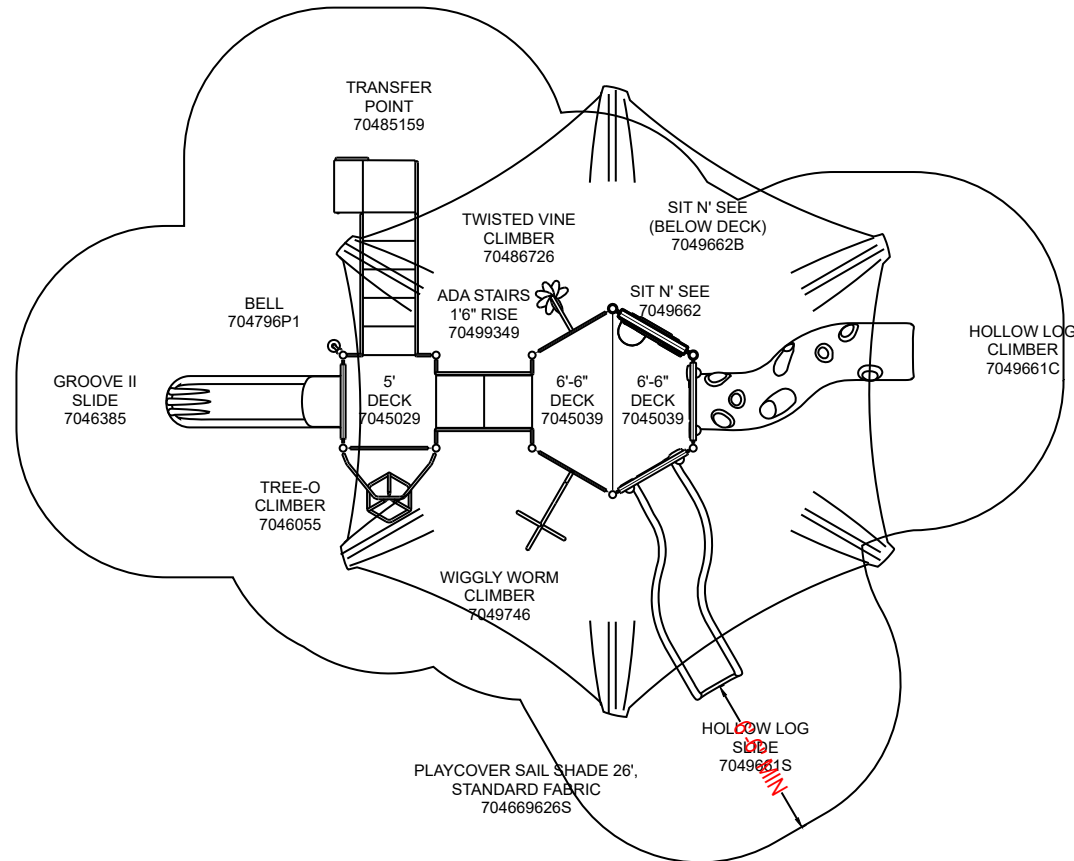
LA PALOMA PARK

Child Capacity: 52

La Paloma Park Valley Wide Rec & Park, CA

AGE GROUP: 5-12	
ELEVATED PLAY ACTIVITIES - TOTAL: 7	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 7	REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 2	REQ'D 2
GROUND LEVEL QUANTITY: 2	REQ'D 2

FOR KIDS AGES
5-12
YEARS



MIRACLE PLAYGROUND SALES, INC.
9106 Pulsar Ct, Suite C
Corona, CA
PHONE NO: (800) 264-7225
FAX NO: (877) 215-3869
GROUND SPACE: 31'-6" x 26'-6"
PROTECTIVE AREA: 44'-0" x 36'-0"
DRAWN BY: Kelly Spence
DATE: 5/19/2020

R0036_43970671557

✓	COMPLIES TO ASTM/CPSC
✓	COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

**MIRACLE PLAYGROUND RENDERING-
LA PALOMA PARK**



MIRACLE PLAYGROUND RENDERING-
LA PALOMA PARK



PLAYGROUND REPLACEMENT PROJECT-2020

WHEATFIELD PARK – INFORMATION REGARDING PROJECT SITE CONDITIONS

START DATE: September 2020

SITE ADDRESS: 30627 Menifee Rd, Menifee, CA 9258



This site has had no recent construction or amenity upgrades.

CURRENT SITE CONDITIONS:

There will be no designated location within this site for contractors to store equipment. Any and all equipment must be kept locked within the area of work being done.



SITE BARRIERS AND ACCEPTABLE ACCESS:

The site will require temporary fencing. The playground area is surrounded by permanent fencing. If the contractor finds this fencing to be an obstruction, they may roll back the fencing, then replace it after project completion.

If any heavy equipment will be required to travel across grass, the contractor shall lay ply-wood as a protective barrier before-hand. . 72-hour notice is required to flag sprinklers and reduce irrigation run-time.

Prior to project start, Valley-Wide will capture evidence of pre-construction conditions, including the conditions of structures, flatwork, , and landscaping, etc. The District will verify that the project site meets acceptable care standards after the project has been concluded. Contractors are responsible for remediating discrepancies in site condition that include but are not limited to newly broken or cracked concrete, disturbed landscaping, and broken hardware.



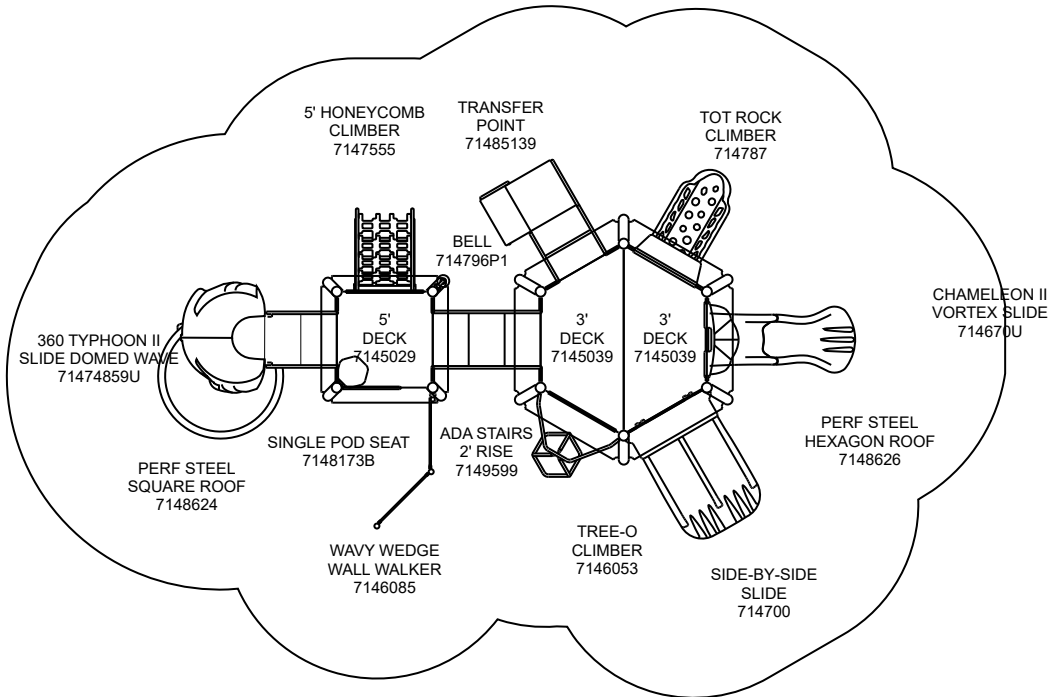
WHEATFIELD PARK

FOR KIDS AGES
2-12
YEARS

AGE GROUP: 2-12
ELEVATED PLAY ACTIVITIES - TOTAL: 7
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 7 REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 2 REQ'D 2
GROUND LEVEL QUANTITY: 2 REQ'D 2

Wheatfield Park Valley Wide Rec & Park, CA

Child Capacity: 56



MIRACLE PLAYGROUND SALES, INC.

9106 Pulsar Ct, Suite C
Corona, CA
PHONE NO: (800) 264-7225
FAX NO: (877) 215-3869

GROUND SPACE: 29'-6" x 17'-0"

PROTECTIVE AREA: 42'-0" x 29'-0"

DRAWN BY: Kelly Spence
DATE: 5/19/2020

R0036_43970663401

COMPLIES TO ASTM/CPSC

COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

**MIRACLE PLAYGROUND RENDERING-
WHEATFIELD PARK**



MIRACLE PLAYGROUND RENDERING-
WHEATFIELD PARK



PLAYGROUND REPLACEMENT PROJECT-2020

WINCHESTER PARK – INFORMATION REGARDING PROJECT SITE CONDITIONS

START DATE: September 2020

SITE ADDRESS: 32665 Haddock St, Winchester, CA
92596

This site has had no recent construction or upgrades.



CURRENT SITE CONDITIONS:

There will be no designated location to keep equipment within this site. Contractor must store any and all equipment locked within the area of work being completed.



SITE BARRIERS AND ACCEPTABLE ACCESS:

The work at this site will need temporary fencing around the area of work being done. There is permanent fencing between the playground area and the parking lot. If the contractor finds that this fencing is an obstruction, they can roll the fencing back, and then replace it after project completion.

If any heavy equipment must be driven over grass, the contractor shall lay ply-wood as a protective barrier before-hand. 72-hour notice is required to flag sprinklers and reduce irrigation run-time.

Prior to project start, Valley-Wide will capture evidence of pre-construction conditions, including the conditions of structures, flatwork, , and landscaping, etc. The District will verify that the project site meets acceptable care standards after the project has been concluded. Contractors are responsible for remediating discrepancies in site condition that include but are not limited to newly broken or cracked concrete, disturbed landscaping, and broken hardware.



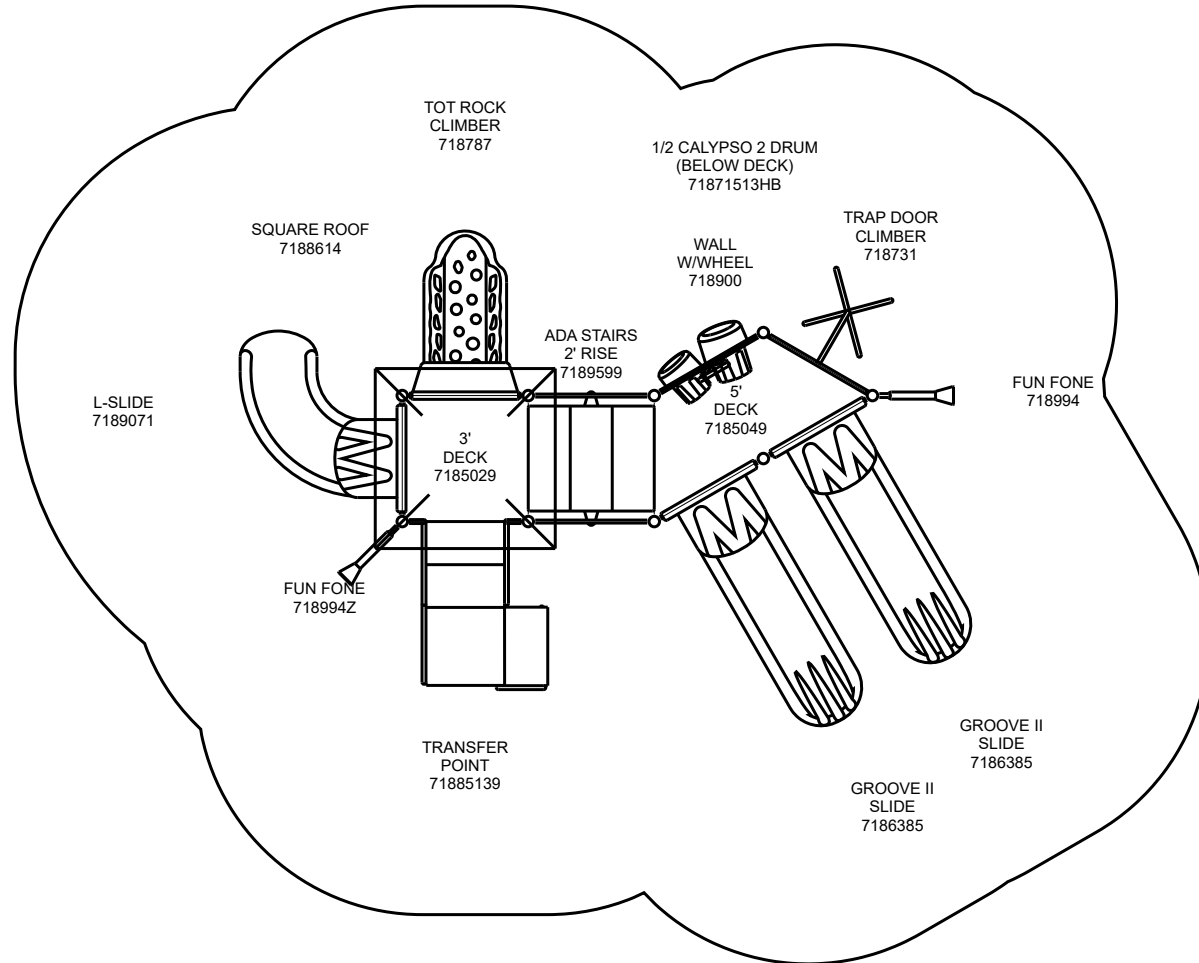
WINCHESTER PARK

FOR KIDS AGES
2-12
YEARS

AGE GROUP: 2-12
ELEVATED PLAY ACTIVITIES - TOTAL: 6
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 6 REQ'D 3
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 2 REQ'D 2
GROUND LEVEL QUANTITY: 2 REQ'D 2

Winchester Park Valley Wide Rec & Park, CA

Child Capacity: 33



MIRACLE PLAYGROUND SALES, INC.
9106 Pulsar Ct, Suite C
Corona, CA
PHONE NO: (800) 264-7225
FAX NO: (877) 215-3869
GROUND SPACE: 21'-6" x 14'-6"
PROTECTIVE AREA: 33'-6" x 27'-0"
DRAWN BY: Kelly Spence
DATE: 5/19/2020

R0036_43970679068
 COMPLIES TO ASTM/CPSC
 COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

**MIRACLE PLAYGROUND RENDERING-
WINCHESTER PARK**



MIRACLE PLAYGROUND RENDERING-
WINCHESTER PARK



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***PUBLIC HEARING
ITEM 14.01***

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AGENDA REPORT

Item No. 14.01

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Detachment of Territory within Winchester Park and Landscape Maintenance District, Zone 4

RECOMMENDED ACTION:

That the Board of Directors detach territory within Winchester Park Landscape Maintenance District (LMD) Zone 4 by taking the following actions:

1. Hold public hearing; and
2. Adopt Resolution No. 1153-20, A Resolution of the Board of Directors of the Valley-Wide Recreation and Park District, ordering the detachment of territory from the Winchester Park and Landscape Maintenance District, Zone 4

ANALYSIS:

At its regular meeting on July 20, 2020, the Board of Directors adopted Resolution No. 1146-20 declaring its intention to order the detachment of territory from the Winchester Park LMD Zone 4, and setting a Public Hearing for September 21, 2020 to receive comments, protests or objection regarding the detachment.

The public hearing notice was published on July 24, 2020 in the Press Enterprise newspaper. Upon Valley-Wide Board adoption of Resolution No. 1153-20, the Clerk of the Board will execute and file the resolution and the properties referenced on Exhibit "A" will be detached from Winchester LMD, Zone 4.

FISCAL IMPACT:

There is no fiscal impact as a result of this action. The Board of Directors held a public hearing in July 2020 to form Winchester Community Facilities District (CFD) Zone 19, which established the new funding mechanism for the properties detached from Winchester LMD, Zone 4.

ATTACHMENTS:

1. Resolution No. 1153-20

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

RESOLUTION NO. 1153-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY-WIDE
RECREATION AND PARK DISTRICT ORDERING THE DETACHMENT OF
TERRITORY FROM THE WINCHESTER PARK AND LANDSCAPE MAINTENANCE
DISTRICT, ZONE 4

WHEREAS, the Board of Directors of the Valley-Wide Recreation and Park District (hereafter referred to as the “Board”) has, by previous Resolutions approved the formation of the Winchester Park and Landscape Maintenance District, Zone 4 (hereafter referred to as the “District”), pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the “Act”) to pay the costs and expenses of operating, maintaining and servicing the improvements located within the District; and,

WHEREAS, the Board desires to detach from the District the property identified in Exhibit A, as a Community Facilities District is now in place to pay the costs and expenses of operating, maintaining and servicing the improvements located within the District.

WHEREAS, a Public Hearing was held on this date on objections to the detachment of the property from the District, and all interested persons were afforded the opportunity to hear and be heard.

NOW, THEREFORE, the Board of Directors of the Valley-Wide Recreation and Park District, DOES HEREBY RESOLVE as follows:

1. The Board hereby orders the detachment of the property identified in Exhibit A from the District.

PASSED, APPROVED, AND ADOPTED this 21st day of September , 2020.

Lanay Negrete, Clerk of the Board

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

VALLEY-WIDE RECREATION AND PARK DISTRICT)

I, Lanay Negrete, Clerk of the Board of the Valley-Wide Recreation and Park District, County of Riverside, State of California do hereby certify that the foregoing Resolution No. 1153-20 was adopted by the Board of Directors of Valley-Wide Recreation and Park District at a regular meeting of said Board of Directors held on the 21st day of September, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

Lanay Negrete, Clerk of the Board

EXHIBIT 'A'

APN
461-280-024

***ACTION ITEM
ITEM 15.01***

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AGENDA REPORT

Item No. 15.01

BOARD OF DIRECTORS:

September 21, 2020

SUBJECT:

Amendment of the Conflict of Interest Code
Pursuant to the Political Reform Act of 1974

RECOMMENDED ACTION:

That the Board of Directors adopt Resolution No. 1154-20 approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

ANALYSIS:

The Political Reform Act of 1974, Government Code section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code establishing the rules for disclosure of personal assets and the disqualification from making or participating in the making of any decisions that may affect any personal assets designating positions and establishing disclosure categories.

Pursuant to Section 87306 of the Act, the District must amend its Code when necessitated by changed circumstances including the creation of new positions which must be designated, clarifies real property disclosure and includes an update to the Code of Regulations citing.

Attached is a redlined version of the proposed amended Code showing that the proposed revisions are based on the establishment and recognition of new position that must be designated.

ATTACHMENTS:

1. 2020 Local Agency Biennial Notice and supporting documents
2. Legislative Version of Proposed Amended Conflict of Interest Code
3. Resolution 1154-20

Prepared by: Lanay Negrete
Reviewed by: James Salvador
Approved by: Dean Wetter

2020 Local Agency Biennial Notice

Name of Agency: Valley-Wide Recreation and Park District

Mailing Address: 901 W. Esplanade Ave, San Jacinto, CA 92582

Contact Person: Lanay Negrete Phone No. 951-654-1505

Email: Lanay@GoRecreation.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) Clarify real property disclosure and update FPPC citation

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

LEGISLATIVE VERSION
(SHOWS CHANGES MADE)

CONFLICT OF INTEREST CODE

OF THE

**VALLEY-WIDE RECREATION
AND PARK DISTRICT**

CONFLICT OF INTEREST CODE
OF THE
VALLEY-WIDE RECREATION AND PARK DISTRICT¹

(Amended ~~November 17, 2014~~ September 21, 2020)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Valley-Wide Recreation and Park District (the "District")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Executive Assistant** as the District's Filing Officer. The **Executive Assistant** shall make and retain a copy of all statements filed by the Officials who manage public investments, and forward the originals of such statements to the Clerk of the Board of Supervisors. The **Executive Assistant** shall retain the originals of the statements of all other designated positions and make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

¹ Language of incorporation page and Appendix updated August 2012 as provided by Fair Political Practices Commission to clarify requirements.

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
VALLEY-WIDE RECREATION AND PARK DISTRICT
(Amended ~~November 17, 2014~~ September 21, 2020)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § ~~18701(b)~~ 18700.3(b), are NOT subject to the District’s Code but must file disclosure statements under Government Code Section 87200 et seq.) [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments:²

Members of the Board of Directors

General Manager

Board Treasurer

Financial Consultant

² Individuals holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS’ TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Aquatic Supervisor	5
Assistant General Manager	1, 2
Finance Manager	4
General Counsel	1, 2
P.A.L. Executive Director	5
Parks and Facility Foreman/Park Inspector	2, 3, 5
Park Superintendent	2, 3, 5
Public Relations/Special Projects Supervisor	5
Recreation and Park Manager	5
Special District Supervisor	2, 3, 5
Senior Recreation Supervisor	5
Trip Coordinator/Special Events	5

Consultants and New Positions³

³ Individuals serving as a consultant as defined in FPPC Reg ~~18701-~~ 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure category set forth in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.⁴ Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

⁴ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position . (Reg. 18730.1)

CONFLICT OF INTEREST CODE

OF THE

**VALLEY-WIDE RECREATION
AND PARK DISTRICT**

CONFLICT OF INTEREST CODE
OF THE
VALLEY-WIDE RECREATION AND PARK DISTRICT¹

(Amended September 21, 2020)

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CONFLICT OF INTEREST CODE
OF THE
VALLEY-WIDE RECREATION AND PARK DISTRICT
(Amended September 21, 2020)

PART “A”

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GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Aquatic Supervisor	5
Assistant General Manager	1, 2
Finance Manager	4
General Counsel	1, 2
Parks and Facility Foreman/Park Inspector	2, 3, 5
Park Superintendent	2, 3, 5
Public Relations/Special Projects Supervisor	5
Recreation and Park Manager	5
Special District Supervisor	2, 3, 5
Senior Recreation Supervisor	5

Consultants and New Positions³

³ Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure category set forth in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

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Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

⁴ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

RESOLUTION NO. 1154-20

**A RESOLUTION OF THE BOARD OF DIRECTORS TO
VALLEY WIDE RECREATION AND PARK DISTRICT,
APPROVING AN AMENDED CONFLICT OF INTEREST
CODE PURSUANT TO THE POLITICAL REFORM ACT OF
1974**

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Valley Wide Recreation & Park District (the "District"), and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") which was amended on November 17, 2014, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the District have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the District's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Board of Directors of, the proposed amended Code which was provided to each affected designated position and was publicly posted for review at the offices of the District; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Board of Directors on September 21, 2020, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Valley Wide Recreation & Park District that the Board of Directors does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Special Projects Supervisor/Clerk of the Board and available to the public for inspection and copying during regular business hours;

BE IT FURTHER RESOLVED that the said amended Code shall be submitted to the Board of Supervisors of the County of Riverside for approval and said Code shall become effective upon approval by the Board of Supervisors of the proposed amended Code as submitted.

APPROVED AND ADOPTED this 21st day of September, 2020.

APPROVED:

Nick Schouten, President

ATTEST:

APPROVED AS TO FORM

Lanay Negrete, Clerk of the Board

GENERAL COUNSEL

ACTION ITEM
ITEM 15.02

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AGENDA REPORT

Item No. 15.02

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Salt Creek Trail License Agreement

RECOMMENDED ACTION:

That the Board of Directors:

1. Approve the Salt Creek Trail License Agreement between Riverside County Flood Control and Water Conservation District and Valley-Wide Recreation and Park District; and
2. Authorize the General Manager to execute the Salt Creek Trail License Agreement.

ANALYSIS:

Salt Creek is a flood control channel located on the north side of Domenigoni Parkway/Newport Road in the County of Riverside. As part of Specific Plan No. 293 (Winchester Ranch), Salt Creek is conditioned to have an improved Flood Control access trail with the intention to dually serve as a pedestrian walking, running, and bicycling trail. The trail, located on the top part of the channel, is to be maintained by Valley-Wide and the channel itself is to be maintained by the Riverside County Flood Control and Water Conservation District (Flood Control). The Salt Creek Trail License Agreement allows Valley-Wide to enter onto Salt Creek, which is Flood Control's property, to perform its normal maintenance and repairs of landscape improvements that will be installed.

All developers that have property adjacent to the channel are conditioned by Riverside County to install the trail improvements. Valley-Wide, in conjunction with Riverside County, will review and approve landscaping plans for the trail. Once installed, the landscape improvements will be inspected to ensure they meet Valley-Wide's standards and will be accepted upon confirmation of conformance.

Upon Board of Directors approval, the General Manager will execute the Salt Creek Trail License Agreement and staff will transmit it to the County of Riverside for final execution.

FISCAL IMPACT:

There is no fiscal impact to enter into this agreement. Maintenance of the Salt Creek Trail is funded through the special taxes generated by the Winchester Park Community Facilities District.

ATTACHMENTS:

1. Exhibit "A" Salt Creek Trail License Agreement

Prepared by: Loretta Domenigoni
Reviewed by: James Salvador
Approved by: Dean Wetter

**MASTER LICENSE AGREEMENT BETWEEN RIVERSIDE COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT
AND VALLEY-WIDE RECREATION AND PARK DISTRICT FOR THE SALT CREEK
TRAIL**

1. PARTIES AND DATE

THIS MASTER LICENSE AGREEMENT for Salt Creek Trail ("Master Agreement") is made this ___ day of _____, 20__ by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, ("LICENSOR" or "DISTRICT") and the VALLEY-WIDE RECREATION AND PARK DISTRICT, a special district created pursuant to the California Public Resources Code, Sections 5780, et seq., ("LICENSEE" or "VALLEY-WIDE"). LICENSOR and LICENSEE are sometimes referred to herein individually as "PARTY" and collectively as "PARTIES."

2. RECITALS

2.1 Licensee. LICENSEE is the primary provider of recreation, public landscaping and park services to the unincorporated communities of Aguanga, French Valley, Homeland, Romoland, Sage, Valle Vista, and Winchester, including the cities of Hemet and San Jacinto and portions within the city of Menifee (collectively, the "LICENSEE SERVICE AREAS"), as shown in Exhibit "A", attached hereto and made a part hereof. LICENSEE's services include the maintenance of parks, landscaping, and conservation and open space areas. As part of their tract/parcel map conditions of approval, developers will be constructing an interconnected network of public-use trails within these LICENSEE SERVICE AREAS, including an approximately 16-mile long multi-purpose regional trail starting in the City of Hemet through the unincorporated community of Winchester and the City of Menifee to the City of Canyon Lake ("Salt Creek Trail"), as shown in blue on Exhibit "B", attached hereto and made a part hereof.

2.2 Licensor. LICENSOR operates and maintains certain shallow, gentle sloped and unfenced flood control and drainage facilities called the Salt Creek Channel (Project Number 4-0-00110) (hereinafter called "CHANNEL"), located in western Riverside County, and the access road adjoining the CHANNEL (hereinafter called "ACCESS ROAD"). The ACCESS ROAD is hereinafter called the "LICENSED PROPERTY." The CHANNEL and ACCESS ROAD are an essential and integral part of LICENSOR's collection and disposal system of flood and surface

waters within western Riverside County and are located within LICENSOR's existing easements and rights of way.

2.3 Maintenance. LICENSEE wishes to enter the LICENSED PROPERTY to operate, repair, and maintain the installed Salt Creek Trail located on the LICENSED PROPERTY. This may include the operation, repair, and maintenance of the following features: (1) landscape features, (2) gates, (3) signage, (4) asphalt concrete/decomposed granite or other LICENSOR-approved materials for the trails, (5) walkways, (6) irrigation systems, and (7) other features of the trails. All trail improvements are installed by third-party developers and others, with LICENSOR's approval. LICENSEE does not install them; LICENSEE only maintains them after installation.

2.4 Consideration. This Master Agreement is made in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged.

3. TERMS

3.1 Scope of License.

(a) With the exception of the trail improvements and access road subject to that certain License Agreement (Salt Creek Channel - Tract No. 32186), dated October 17, 2006, by and between LICENSEE, LICENSOR, Menifee Village, LLC ("MENIFEE VILLAGE"), and Encinitas Management Company, LLC ("ENCINITAS MANAGEMENT") ("Tract No. 32186 Agreement"), this Master Agreement will serve as a master agreement permitting LICENSEE to operate, repair, and maintain the Salt Creek Trail, located on the LICENSED PROPERTY within the LICENSEE SERVICE AREAS.

(b) A Specific Facility License Exhibit ("SFLE"), the form of which is attached hereto as Exhibit "D", will be developed for each portion of the LICENSED PROPERTY subject to this Master Agreement and executed by the PARTIES. Each SFLE will (1) describe the specific work to be completed, (2) the use of property to be permitted, and (3) other terms that may be required for each location within the LICENSED PROPERTY where LICENSEE will be operating, repairing, and maintaining the Salt Creek Trail under this Master Agreement.

(c) Each SFLE shall be subject to the terms of this Master Agreement and shall become a part hereof upon full execution by the PARTIES.

(d) Each SFLE shall be executed by the PARTIES. The LICENSOR's General Manager-Chief Engineer shall be authorized to sign each SFLE on behalf of the LICENSOR. No SFLE provisions shall be revised without both Parties' written permission, which shall be granted in each Parties' sole discretion. Each Party reserves the right to reject any proposal in its sole and absolute discretion, or to request changes thereto prior to acceptance.

(e) Upon LICENSEE's request, the PARTIES shall terminate the Tract No. 32186 Agreement in writing and concurrently execute a SFLE for the trail improvements and access road subject to the Tract No. 32186 Agreement such that said trail improvements, and LICENSEE's obligations to operate, maintain, and repair the same, shall become subject to, and governed by, this Master Agreement; provided that, (1) MENIFEE VILLAGE and ENCINITAS MANAGEMENT have fully performed all of their obligations in the Tract No. 32186 Agreement, and (2) LICENSEE, MENIFEE VILLAGE, and ENCINITAS MANAGEMENT are not in default of any of the provisions of the Tract No. 32186 Agreement.

3.2 Grant. Subject to the terms and conditions of this Master Agreement, LICENSOR hereby grants to LICENSEE, its agents and contractors, a revocable, non-exclusive license in, on, over, under and across the LICENSED PROPERTY described in each SFLE as necessary to perform the work and for the use specified in each SFLE (the work and use described in an SFLE is a "Facility Project"), and to obtain ingress and egress to and upon said LICENSED PROPERTY for the purpose of exercising the rights, privileges and license granted herein.

3.3 Nature of Rights. The permission, rights and privileges granted hereunder are revocable, nonexclusive and nontransferable. The rights granted hereunder in this Master Agreement and in each SFLE are subject to the prior use and property rights of LICENSOR and all other licenses, covenants, conditions, restrictions, reservations, rights and easements whether of record or not. LICENSEE shall not unreasonably or materially interfere with the use by and operation and activities of LICENSOR on the LICENSED PROPERTY. LICENSEE shall not, either voluntarily or by action of law, assign or transfer this Master Agreement or any obligation, right, title or interest assumed by LICENSEE herein without the prior written consent of LICENSOR. Section 3.7 notwithstanding, if LICENSEE makes an assignment or transfer of this

Master Agreement, any SFLE or any obligation, right, title or interest herein without prior written consent of LICENSOR, LICENSOR may terminate and revoke the Master Agreement or the applicable SFLE, provided LICENSEE has received ninety (90) days advance notice of termination. In the event of a proper termination of this Master Agreement, all SFLEs shall terminate. If the assignment is of one or more SFLE(s) only, LICENSOR's rights shall be limited to termination of the applicable SFLE(s).

3.4 LICENSED PROPERTY "As Is". LICENSEE accepts the LICENSED PROPERTY in its "as is" condition, with all faults. LICENSEE acknowledges and agrees that LICENSEE is entering the LICENSED PROPERTY under this Master Agreement and into each SFLE based on LICENSEE's own investigations and knowledge of the LICENSED PROPERTY and that, except as otherwise specifically stated in this Master Agreement and each SFLE, neither LICENSOR nor any agent of LICENSOR, has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of the LICENSED PROPERTY or the suitability of the LICENSED PROPERTY for any particular purpose or use, including, without limitation, any representations or warranties regarding the applicability or non-applicability of any laws, the soil or subsoil, surface or subsurface conditions, topography, possible Hazardous Materials contamination, fill, drainage, access to public roads, availability of utilities, existence of underground storage tanks, applicability of or compliance with any Environmental Law or any other matter of any nature whatsoever. LICENSOR is not responsible for damage to or loss by theft of LICENSEE's property located in, on or under the LICENSED PROPERTY.

3.5 Use. LICENSEE shall use the LICENSED PROPERTY solely for that use described in each SFLE and shall not use it for any other purpose unless approved in writing by LICENSOR. No change shall be made by LICENSEE in the use of the LICENSED PROPERTY as described in each SFLE without LICENSOR's prior written approval.

3.6 Changes to Licensed Property. Should LICENSEE's operation, repair, or maintenance obligations herein in any way cause or necessitate modifications to the LICENSED PROPERTY, beyond routine repair and maintenance, LICENSEE shall be responsible for performing said modifications ("MODIFICATIONS") at its sole cost and expense. The plans for said MODIFICATIONS shall be approved in writing by LICENSOR prior to the commencement of the MODIFICATIONS, and once completed, the MODIFICATIONS shall be inspected by

LICENSOR and, if satisfied with the condition of the MODIFICATIONS, LICENSOR shall accept the MODIFICATIONS in writing. LICENSEE shall not damage and shall protect LICENSED PROPERTY, including all improvements and the natural resources thereon, at all times at LICENSEE's sole cost and expense, and LICENSEE may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon LICENSED PROPERTY.

3.7 Term and Termination of License

(a) Term. This Master Agreement shall commence on the date this Master Agreement is fully approved and executed by the PARTIES and continue for so long as LICENSED PROPERTY is used for the permitted purposes unless terminated pursuant to the terms and conditions in Section 3.7(b) herein.

(b) Termination for Cause.

(i) The LICENSOR reserves the right to immediately terminate this Master Agreement, or any one SFLE granted, and any encroachment permit issued thereto if LICENSOR's General Manager-Chief Engineer determines that LICENSEE's or the public's use of LICENSED PROPERTY is not compatible with the primary flood control purpose or function of LICENSOR's facilities. LICENSOR shall provide notification of such termination in writing and shall specify the effective date thereof.

(ii) LICENSOR shall have the right to terminate this Master Agreement, or any one SFLE granted, and any encroachment permit issued thereto, and shall have no obligation to reimburse LICENSEE for any of its improvements to LICENSED PROPERTY, under the following circumstances: In the event of a default by LICENSEE of any term or provision of this Master Agreement, which acts of LICENSEE shall include, but not be limited to, the failure by LICENSEE to perform any obligation under this Master Agreement, provided LICENSEE has received written notice of default and LICENSEE has failed to cure the default within ninety (90) days of its receipt of said notice, unless otherwise agreed upon by the PARTIES. In the event that LICENSEE has failed to cure the default as prescribed herein, then LICENSOR shall have the right to immediately terminate this Master Agreement, or any

applicable SFLE, for cause by providing notification of such termination in writing and specifying the effective date thereof.

(c) Termination without Cause. LICENSEE shall have the right to terminate this Master Agreement, or any one SFLE granted, and any encroachment permit issued thereto, for any reason whatsoever, in which case LICENSEE shall provide a minimum of sixty (60) day advance written notice to LICENSOR of such termination with the effective date of said termination.

(d) Termination for Abandonment. In the event that LICENSEE shall abandon the use of the LICENSED PROPERTY, or any portion thereof, for the permitted purposes described herein or in the applicable SFLE, the Master Agreement (in the case of abandonment of the entire LICENSED PROPERTY) and the applicable SFLE (in the case of abandonment of a portion of the LICENSED PROPERTY) shall expire and terminate upon the expiration of six (6) months following LICENSEE's abandonment of the said property, in which case LICENSOR shall provide written notice to LICENSEE of termination for abandonment with the effective date of said termination.

3.8 Relocation. In the event that LICENSOR determines in its sole but good faith discretion that it requires the LICENSED PROPERTY subject to any SFLE hereunder for a public project ("Required Property"), LICENSOR shall notify LICENSEE of the same, and shall make available to LICENSEE a reasonable relocation area sufficient for relocation of the Facility Project, provided that LICENSOR determines that it has such an area available. In such case, the PARTIES shall amend or terminate the applicable SFLE to remove the Required Property and shall enter into a new or amended SFLE for the new property onto which the affected Facility Project shall be relocated. If LICENSOR does not have property available for such relocation, notwithstanding any other provision of this Master Agreement, and in addition to its rights set forth in Section 3.7 above, LICENSOR shall have the right to terminate the applicable SFLE.

3.9 Maintenance and Repair. LICENSEE shall, at its own cost and subject to the written approval of LICENSOR's General Manager-Chief Engineer, or his or her designee, repair and maintain the parts of a Facility Project and LICENSED PROPERTY so that they will not at any time be a source of danger to or interference with (a) the present or future roadbed and

property of, or managed by, LICENSOR, or (b) any other activities on the LICENSED PROPERTY.

3.10 Tests and Inspections. LICENSOR shall have the right at any time to inspect the LICENSED PROPERTY and any Facility Project so as to monitor compliance with this Master Agreement. If, in LICENSOR's sole judgment, any LICENSEE-caused installation or condition on, or LICENSEE's or public's use of, the LICENSED PROPERTY has been determined by LICENSOR to have an adverse effect on the LICENSED PROPERTY (whether or not owned by LICENSOR) or LICENSOR's operations, LICENSOR shall be permitted to conduct any tests or assessments, including, but not limited to, environmental assessments, of, on or about the LICENSED PROPERTY and a Facility Project, as it determines to be necessary or useful to evaluate the condition of the LICENSED PROPERTY and a Facility Project. LICENSEE shall cooperate with LICENSOR in any tests or inspections deemed necessary by LICENSOR. LICENSEE shall pay or reimburse LICENSOR, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter within thirty (30) days of a request for payment.

3.11 Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by LICENSOR in the amounts and coverage specified and issued by insurance companies as described in Exhibit "C" attached hereto and incorporated herein by reference. Prior to (i) entering the LICENSED PROPERTY or (ii) performing any work or maintenance on the Facility Project, LICENSEE shall furnish LICENSOR with the insurance endorsements and certificates in the form and amounts specified in Exhibit "C", evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. LICENSOR reserves the right to review and change the amount and type of insurance coverage it requires in connection with this Master Agreement or the work to be performed on the Facility Project. A program of self-insurance shall be an acceptable alternative to satisfy the insurance provisions required under this Master Agreement.

3.12 Indemnity.

(a) Indemnification by LICENSEE.

(i) LICENSEE shall indemnify, defend and hold harmless LICENSOR, its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "LICENSOR Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, subcontractors, agents or representatives, arising from LICENSEE'S maintenance use of and responsibilities in connection with the LICENSED PROPERTY or from the public use of the LICENSED PROPERTY, including, but not limited to, property damage, liens, bodily injury or death. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, LICENSOR Indemnified Parties in any claim or legal action based upon such alleged acts or omissions. LICENSEE has no obligation under this section to indemnify LICENSOR Indemnified Parties for claims arising from the negligence or willful misconduct of a LICENSOR Indemnified Party.

(ii) With respect to any action or claim subject to indemnification herein by LICENSEE, LICENSEE shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LICENSOR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE's indemnification to LICENSOR Indemnified Parties as set forth herein. LICENSEE's obligation hereunder shall be satisfied when LICENSEE has provided to LICENSOR Indemnified Parties the appropriate form of dismissal relieving LICENSOR Indemnified Parties from any liability for the action or claim involved. The specified insurance limits required in this Master Agreement shall in no way limit or circumscribe LICENSEE's obligations to indemnify and hold harmless LICENSOR Indemnified Parties herein from third party claims.

(iii) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSEE from indemnifying the LICENSOR Indemnified Parties to the fullest extent allowed by law.

(iv) This indemnification provision shall survive termination or expiration of this Master Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Master Agreement.

(b) Indemnification by LICENSOR.

(i) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its directors, officers, Board of Directors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "LICENSEE Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of LICENSOR, its officers, employees, subcontractors, agents or representatives arising from the CHANNELS or from LICENSOR'S use of the LICENSED PROPERTY, including, but not limited to, property damage, liens, bodily injury or death. LICENSOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, LICENSEE Indemnified Parties in any claim or legal action based upon such alleged acts or omissions. LICENSOR has no obligation under this section to indemnify LICENSEE Indemnified Parties for claims arising from the negligence or willful misconduct of a LICENSEE Indemnified Party.

(ii) With respect to any action or claim subject to indemnification herein by LICENSOR, LICENSOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LICENSEE; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSOR's indemnification to LICENSEE Indemnified Parties as set forth herein. LICENSOR's obligation hereunder shall be satisfied when LICENSOR has provided to LICENSEE Indemnified Parties the appropriate form of dismissal relieving LICENSEE Indemnified Parties from any liability for the action or claim involved.

(iii) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSOR from indemnifying the LICENSEE Indemnified Parties to the fullest extent allowed by law.

(iv) This indemnification provision shall survive termination or expiration of this Master Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Master Agreement.

3.13 Assumption of Risk and Waiver. LICENSEE shall waive any claim against LICENSOR for damages to Facility Project resulting from LICENSOR's customary operation and maintenance activities performed within LICENSED PROPERTY or its appurtenant works, including, but not limited to, any natural calamity, act of God or any cause or conditions beyond the control of LICENSOR, save and except damages resulting from LICENSOR's negligence or willful misconduct.

3.14 Defense. The PARTIES hereto shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the PARTIES. LICENSEE shall proceed diligently with the performance of this Master Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Master Agreement, the PARTIES shall be obligated to attend a mediation session with a neutral third-party mediator agreeable to both PARTIES in the County of Riverside. The PARTIES shall equally share the cost of mediation.

3.15 Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the termination or cessation of this Master Agreement in any manner shall survive the termination of this Master Agreement, including without limitation, each Facility Project, and all obligations concerning the condition of each portion of the LICENSED PROPERTY.

3.16 Assignment. This Master Agreement and the license granted herein are personal to LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this Master Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of LICENSOR, which may be withheld in LICENSOR's sole and absolute discretion provided consent shall not be unreasonably delayed, conditioned or withheld. Any assignment made without prior written consent by LICENSOR shall be void and without effect and give LICENSOR the right to immediately terminate this Master Agreement pursuant to the terms and conditions in Section 3.7(b)(ii) herein.

3.17 Condemnation. In the event all or any portion of the LICENSED PROPERTY shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking of and damage to the Facility Project. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to LICENSOR.

3.18 Restoration of LICENSED PROPERTY; Claims for Costs. Upon the termination, revocation or cessation of this Master Agreement or any or all SFLE in any manner provided in this Master Agreement, LICENSEE, upon demand of LICENSOR, and at LICENSEE's own cost and expense, shall abandon the applicable Facility Project and restore the Facility Project and LICENSED PROPERTY to substantially the same condition in which they were immediately prior to the start of LICENSEE'S maintenance of the Facility Project thereunder, reasonable wear and tear excepted, unless the PARTIES otherwise agree that restoration is not to be done or not necessary. In no event shall LICENSEE have any claim against LICENSOR for any of the costs of operating, repairing, or maintaining the Facility Project or of restoring it and the LICENSED PROPERTY to their prior condition. In case LICENSEE shall fail to restore LICENSED PROPERTY as aforesaid within one hundred eighty (180) days after the effective date of said termination, revocation, or cessation, LICENSOR may proceed with such work at the expense of LICENSEE or may assume title and ownership of the Facility Project facilities and appurtenances, if any, and any other property of LICENSEE located on the LICENSED PROPERTY. No termination hereof shall release either Party from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility Project and LICENSED PROPERTY are restored.

3.19 Notice. Any notice hereunder to be given by one PARTY to the other PARTY shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed as specified below. Either LICENSOR or LICENSEE may change its address for the receipt of notice by giving written notice thereof to the other PARTY of such change.

TO LICENSOR:

Riverside County Flood Control and
Water Conservation District
Attention: Chief of Operations and
Maintenance Division

TO LICENSEE:

Valley-Wide Recreation and Park
District
Attn: Dean Wetter
901 W. Esplanade Avenue

1995 Market Street
Riverside, CA 92501

San Jacinto, CA 92582

3.20 Nondiscrimination. LICENSEE certifies and agrees that all persons employed thereby and any contractors retained thereby with respect to the LICENSED PROPERTY and any Facility Project are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

3.21 Further Acts. LICENSEE agrees, at LICENSEE's sole expense, to perform any further acts, and to execute and deliver in recordable form any documents, which may be reasonably necessary to carry out the provisions of this Master Agreement, including, at LICENSOR's sole discretion, the relocation of any Facility Project and the license granted by this Master Agreement. Any order by LICENSOR for relocation of any Facility Project shall be in accordance with Section 3.8 of this Master Agreement.

3.22 Non-Exclusive License. The license granted by this Master Agreement is not exclusive and LICENSOR specifically reserves the right to grant other licenses within the vicinity of any Facility Project, provided that any such licenses shall not unreasonably interfere with LICENSEE's use of the LICENSED PROPERTY.

3.23 Severability. If any term, covenant, condition or provision of this Master Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Master Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.24 Entire Agreement. This Master Agreement, the Exhibits incorporated hereto, and each subsequently executed and incorporated SFLE constitute the entire agreement between LICENSOR and LICENSEE with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the PARTIES with respect to the items set forth herein.

3.25 Governing Law and Venue. This Master Agreement shall be governed by the laws of the State of California and venue shall be set in the County of Riverside.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Master License Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA R. HARPER
Clerk of the Board

By _____
Deputy County Counsel

By _____
Deputy

(SEAL)

Master License Agreement w/ Valley-Wide Recreation and Park District
09/01/2020
AMR:blm

VALLEY-WIDE RECREATION AND PARK DISTRICT

By _____
DEAN WETTER
General Manager

APPROVED AS TO FORM:

ATTEST:

BEST BEST & KRIEGER LLP
General Counsel

CLERK OF THE BOARD

By _____

By _____
LANAY NEGRETE

(SEAL)

Master License Agreement w/ Valley-Wide Recreation and Park District
09/01/2020
AMR:blm

EXHIBIT "A"

LICENSEE SERVICE AREAS

[attached on following page]

Valley-Wide Recreation & Park District Boundaries

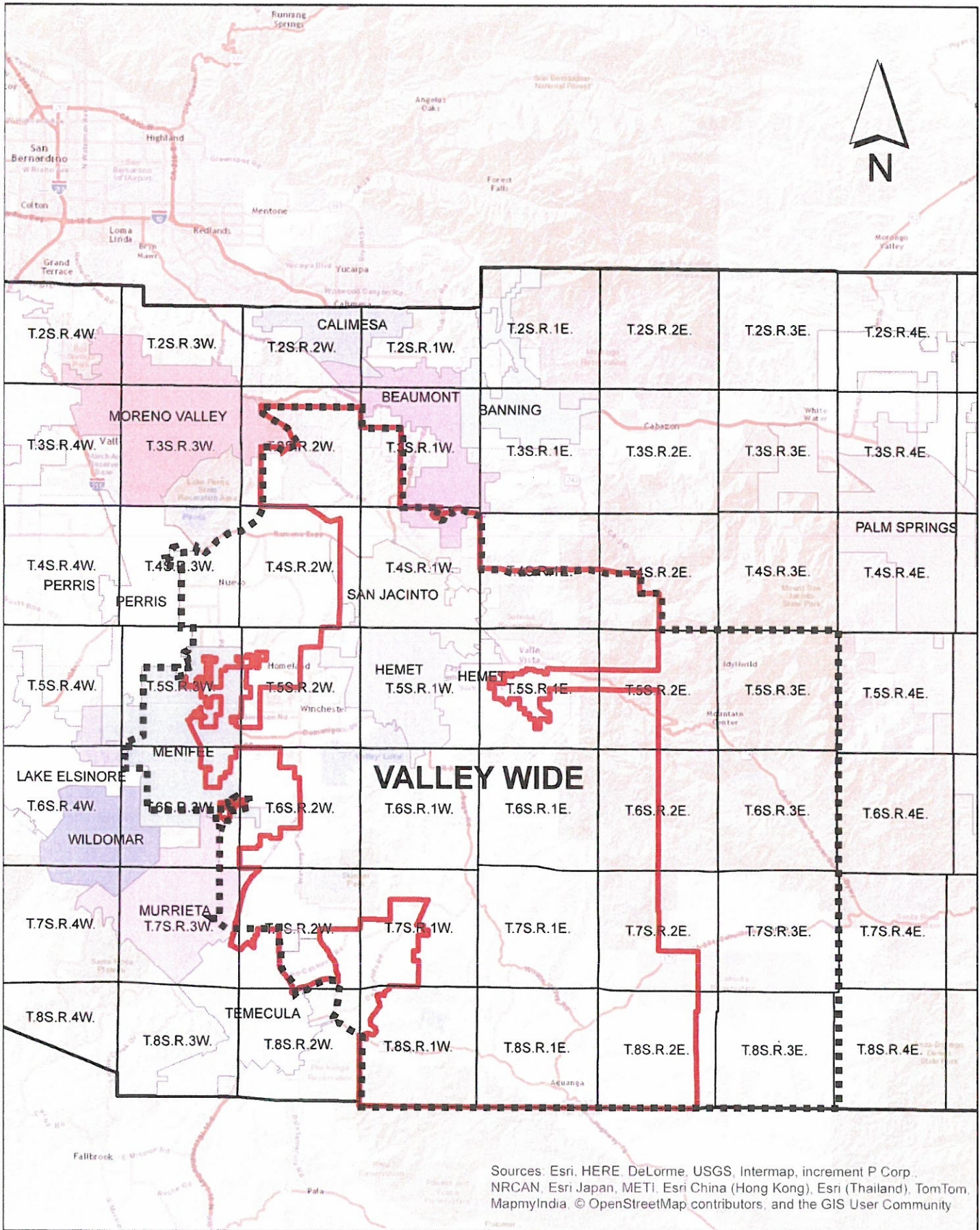


EXHIBIT "B"

SALT CREEK TRAIL

[attached on following page]

EXHIBIT "B"

16 MILE SALT CREEK TRAIL



Placeholder - Not Final Exhibit "B"

EXHIBIT "C"
INSURANCE REQUIREMENTS

[attached on following page]

EXHIBIT C

DISTRICT's Insurance Requirements are as follows:

As a condition to this Master Agreement, without limiting or diminishing VALLEY-WIDE's obligation to indemnify or hold DISTRICT harmless, VALLEY-WIDE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Master Agreement. As respects to the insurance section only, the "DISTRICT" herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If VALLEY-WIDE has employees as defined by the State of California, VALLEY-WIDE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of VALLEY-WIDE's performance of its obligations hereunder. Policy shall name the

EXHIBIT C

DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If VALLEY-WIDE's vehicles or mobile equipment are used in the performance of the obligations under this Master Agreement, then VALLEY-WIDE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. General Insurance Provisions – All Lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. VALLEY-WIDE must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the

EXHIBIT C

prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Master Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, VALLEY-WIDE's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Master Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. VALLEY-WIDE shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If VALLEY-WIDE's insurance carrier(s) policies do not meet the minimum notice requirement found herein, VALLEY-WIDE

EXHIBIT C

shall cause VALLEY-WIDE's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Master Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance. *VALLEY-WIDE shall not commence entry onto the LICENSED PROPERTY until DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Exhibit B. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. DISTRICT reserves the right to require complete certified copies of all policies of VALLEY-WIDE's contractors and subcontractors, at any time.*

5. It is understood and agreed by the parties hereto that VALLEY-WIDE's insurance shall be construed as primary insurance, and DISTRICT's

EXHIBIT C

insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Master Agreement or any extension thereof, there is a material change in the scope of work or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Master Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Master Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by VALLEY-WIDE has become inadequate.
7. VALLEY-WIDE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Agreement.
8. The insurance requirements contained in this Master Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
9. VALLEY-WIDE agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Master Agreement.

EXHIBIT "D"

SAMPLE SPECIFIC FACILITY LICENSE EXHIBIT

[attached on following page]

DRAFT

Sample Specific Facility License Exhibit No. X:

For Facility Project No.

Facility Project Title:

This Specific Facility License ("SFLE") is entered into this ____ day of _____, 20____, by and between the Riverside County Flood Control and Water Conservation District ("LICENSOR") and _____ ("LICENSEE"), pursuant to the provisions of that certain Master License Agreement dated _____, 20____, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SFLE.

1. FACILITY PROJECT DESCRIPTION AND USE.

[To be completed]

2. LICENSED PROPERTY LOCATION AND DURATION OF WORK.

The work to be performed in connection with the Facility Project shall be performed at **[insert address and/or APN #]**. The Facility Project shall commence no later than _____, and shall be completed no later than _____ unless the Parties agree to amend such commencement and completion dates.

3. TERMINATION OF PREVIOUS CONTRACTS.

[To be completed]

4. PERSONNEL.

The Facility Project will be performed or constructed by the LICENSEE. The LICENSEE's representative responsible for the Facility Project can be contacted at:

5. **INDEMNITY AND INSURANCE REQUIREMENTS.**

LICENSEE shall fully comply with all terms and obligations contained within the Master Agreement, which are incorporated herein by this reference, including all insurance and indemnity requirements.

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[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, LICENSEE acknowledges that it understands and agrees to all of the above terms in this SFLE on the day and year first above written.

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____ Date: _____
JASON E. UHLEY
General Manager-Chief Engineer

**VALLEY-WIDE RECREATION AND
PARK DISTRICT**

By: _____ Date: _____
DEAN WETTER
General Manager

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ACTION ITEM
ITEM 15.03

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AGENDA REPORT

Item No. 15.03

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Agreement for Design, Construction,
Operation and Maintenance of a Sports
Park Located in Riverside County SP 293

RECOMMENDED ACTION:

That the Board of Directors:

1. Approve the Agreement for Design, Construction, Operation and Maintenance of a Sports Park Located in Riverside County Specific Plan (“SP”) No. 293; and
2. Authorize the Board President and General Manager to execute the agreement.

ANALYSIS:

As a matter of background, in 1997 the County of Riverside approved SP No. 293, also known as Winchester Hills Specific Plan, which several developers have interest in property that are subject to these planning requirements. The Winchester Hills Specific Plan included several conditions that required detailed plans for a 34-acre sports park (“Sports Park”) be submitted to and approved by Valley-Wide before the County could issue any building permits for SP No. 293.

Substantial Conformance No. 7, an amendment to SP No. 293, was approved by the County on November 15, 2016 (“SP No. 293S7”), which clarifies implementation of park requirements. Among other things, SP No. 293S7 established five planning-area groups (PAGs) to facilitate the allocation of park costs among groups of benefited planning areas. The SP No. 293S7 property owners have not reached any agreement among themselves to coordinate the construction of the Sports Park phases that must be designed and constructed in accordance with SP No. 293S7.

It is Valley-Wide’s and the County’s desire to ensure that parks are designed, improved, and dedicated as required by SP No. 293S7 and to assist developers in satisfying all their park-related obligations. The County has reached an agreement with a number of property owners to satisfy their obligations to design and construction the Sports Park (“County-Developer Agreement”). Under the County-Developer Agreement, each property owner will pay a Sports Park-improvement contribution per dwelling unit to the County, which the County will use to design and construct the Sports Park. Upon the completion of the Sports Park, the County will transfer the title in fee to Valley-Wide per the attached Agreement for Design, Construction, Operation and Maintenance of a Sports Park Located in Riverside County SP 293.

However, entering into this agreement does not obligate Valley-Wide to financially contribute, nor seek additional funding, for design or construction in the event that the County-Developer agreement's collections are insufficient. Nevertheless, a clause was included in the contract which would permit Valley-Wide to assist to avoid closing any doors to funding if needed.

FISCAL IMPACT:

There is no fiscal impact to enter into this agreement with the County of Riverside. Valley-Wide has established funding for on-going maintenance and operation of the Sports Park, based on Valley-Wide's current approved standards, through the formation of Winchester Community Facilities District.

ATTACHMENTS:

1. Agreement for Design, Construction, Operation and Maintenance of a Sports Park Located in Riverside County Specific Plan No. 293

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

**Agreement for
Design, Construction, Operation and Maintenance of a
Sports Park Located in Riverside County Specific Plan No. 293**

This Agreement, effective ____, 2020, is entered into by and between the County of Riverside (“County”), a political subdivision of the State of California, and the Valley-Wide Recreation and Park District (“Valley-Wide”), a special district created and operating in accordance with the Recreation and Park District Law (Pub. Res. Code §§ 5780 et seq). The County and Valley-Wide are sometimes referred to collectively as the “Parties” and individually as a “Party.” The Parties agree as follows:

BACKGROUND

The Specific Plan

- A. In 1997, the County approved Specific Plan No. 293, also known as the Winchester Hills Specific Plan (“SP No. 293”).
- B. Several developers have interests in property that is subject to SP No. 293 (the “Property Owners”).
- C. As originally approved and amended since, SP No. 293 requires Property Owners to develop and dedicate improved parks.
- D. The original SP No. 293 included several conditions that required detailed park plans to be submitted to and approved by Valley-Wide before the County could issue any building permit for SP No. 293. Detailed plans for an approximately 34-acre sports park (“Sports Park”), to be located in Planning Area 28b of SP No. 293 were required by a building-permit threshold, and all the parks had to be delivered by certain building-permit thresholds.
- E. Amendment Nos. 1 through 4 to SP No. 293 preserved these requirements in substantially the same form, with some variation in building-permit thresholds.
- F. Amendment No. 5 to SP No. 293 (“SP No. 293A5”) was approved by the County in 2009, and, like earlier amendments, it preserves and modifies building-permit thresholds for submission and approval of detailed park plans and for park construction and delivery.
- G. SP No. 293A5 also requires landowners to enter into cost-sharing agreements for parks before the owners may record a subdivision map.
- H. In practice, satisfying the cost-sharing-agreement conditions of approval has proven difficult, as they required competing landowners to agree as to their respective allocation of costs.

- I. Substantial Conformance No. 6 to SP No. 293 was then proposed, which would have stripped out the two cost-sharing-agreement conditions, but Substantial Conformance No. 6 was not approved.
- J. Substantial Conformance No. 7 to SP No. 293 was approved by the County on November 15, 2016 (“SP No. 293S7”), which clarifies implementation of park requirements. Among other things, SP No. 293S7 established five planning-area groups (“PAGs”) to facilitate the allocation of park costs among groups of benefitted planning areas.

The Maps

- K. The County has approved several tentative tract maps since SP No. 293 was first approved in 1997.
- L. The conditions of approval for each tentative tract map require the property owner to enter into an agreement with Valley-Wide for the dedication of park-land or payment of in-lieu fees for the park obligations borne by the particular tract.
- M. Some tracts that are conditioned to provide improved parks under SP No. 293S7 do not include the park land itself; rather, the land lies in another tract or tracts. Tracts without park land are nevertheless bound by the SP No. 293S7 conditions of approval to share the cost of the land for the finished park, or parks, with those tracts that provide the land; and all tracts that benefit from a park must share in the cost of providing the park improvements.

Satisfying the Specific-Plan Conditions to Record Final Maps

- N. The SP No. 293S7 property owners have not entered into a global cost-sharing agreement among themselves.
- O. Some SP No. 293S7 property owners have desired to satisfy their park-related conditions so that they can record the final maps for their tracts and so have entered into park implementation agreements with Valley-Wide that obligate the developer to abide by the park conditions set forth in SP No. 293S7.

Substantial Conformance No. 7

- P. SP No. 293S7 allocates among the five PAGs, as summarized in Exhibit A, responsibility for designing and constructing the Sports Park.
- Q. The SP No. 293S7 property owners have not reached any agreements among themselves to coordinate the construction of the Sports Park phases that must be designed and constructed in accordance with SP No. 293S7.
- R. The County and Valley-Wide desire to ensure that parks are designed, improved, and dedicated as required by SP No. 293S7 and assist developers in satisfying all their park-related obligations.

County–Developer Agreement

- S. The County has reached an agreement with a number of the SP No. 293S7 property owners for the property owners to satisfy their obligations to design and construct the Sports Park (“County–Developer Agreement,” a copy of which is attached hereto). As provided in Section 6 of the County–Developer Agreement, each property owner will pay a Sports Park-improvement contribution of approximately \$7,500 per dwelling unit to the County, which will be considered by County as full satisfaction of a property owner’s conditions of approval as related to the design and construction of the Sports Park, and the County will design and construct the Sports Park in accordance with SP No. 293S7.
- T. Valley-Wide has established a community facilities district (“Sports Park CFD”) to fund on-going maintenance and operation of the Sports Park based on Valley-Wide’s current approved standards.
- U. Federal and state law require the Sports Park to be built to certain standards under relevant disability laws.
- V. The County has taken title to the Sports Park site.
- W. Valley-Wide desires for the County to design and construct the Sports Park, and County desires to do so, in accordance with the terms and conditions set forth in this Agreement.
- X. The County desires for Valley-Wide to take over maintenance and operation of the Sports Park, and Valley-Wide desires to do so, in accordance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Recitals set forth above, which are incorporated herein by this reference, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Title and Interim Maintenance.

- 1.1 Until the entire Sports Park is constructed and accepted by Valley-Wide, the County will retain title to the Sports Park site in accordance with the County–Developer Agreement.
- 1.2 The County will maintain each phase of the undeveloped Sports Park site until that phase is accepted by Valley-Wide for operation and maintenance.

2. Fees, Phases, and Construction Funding.

- 2.1 In accordance with the County–Developer Agreement, the County will collect a per-unit Sports Park contribution to fund the acquisition, design, and construction of the Sports Park.

- 2.2 The County is only obligated to construct or cause the construction of each phase of the Sports Park when the County, in its sole discretion, determines that sufficient funds for that phase are available.
- 2.3 If contributions paid by the property owners under the County–Developer Agreement are not sufficient to complete the design and construction of Sports Park in accordance with SP No. 293S7, the County will make its best efforts to pursue additional contributions from those property owners who are required to cause the acquisition, design, and construction of Sports Park as a condition of approval, but who are not contributing to the acquisition, design and construction of Sports Park under the County–Developer Agreement. The County and Valley-Wide will coordinate to pursue other potential funding sources, such as state or federal grants, as necessary to complete the Sports Park.
- 2.4 The County is not obligated to fund construction of any aspect of the Sports Park using County funds or other funding mechanisms.

3. Sports Park Plans.

- 3.1 County will prepare or cause to be prepared engineered plans for construction of Sports Park (“Sports Park Plans”) when Valley-Wide notifies the County in writing that sufficient Sports Park CFD funds exist for the maintenance of one or more phases of Sports Park, and the County determines, in its sole discretion, that sufficient funds are available in accordance with the County–Developer Agreement for the design of Sports Park Plans and construction of that phase or those phases of the Sports Park.
- 3.2 County will provide complete draft Sports Park Plans to Valley-Wide for review and comment, including for compliance with the Americans with Disabilities Act (“ADA”). If a dispute arises as to whether the Sports Park Plans comply with ADA requirements, the County may hire a Certified Access Specialist (“CASp”) to determine compliance with ADA standards.
- 3.3 Within 30 calendar days of receipt of complete draft Sports Park Plans from County, Valley-Wide will provide County with written comments.
- 3.4 The County will prepare or cause to be prepared Sports Park Plans in accordance with both of the following:
 - (A) The Sports Park concept plan (“Concept Plan”) that has already been approved by Valley-Wide and SP No. 293S7 property owners, a copy of which is attached hereto as Exhibit B, and
 - (B) The SP No. 293S7 conditions of approval and any subsequent amendment or substantial conformance to SP No. 293.

- 3.5 The approval of this Agreement also serves as County's approval of the Concept Plan. County will not vary from the Concept Plan without Valley-Wide's express written approval.
- 3.6 Valley-Wide will not add any requirement or feature to the Concept Plan unless Valley-Wide agrees to pay for any additional cost that results from the new requirement or feature.
- 3.7 Sports Park Plans will include and identify phasing plans for the construction of Sports Park.
- 3.8 Sports Park Plans will include locations of additional utility infrastructure for a possible future community center. Valley-Wide will be responsible for all costs associated with the construction of the future community center, including the additional utility infrastructure that is specific to the community center.
- 3.9 If the Parties disagree about the Sports Park Plans, the Parties will make a good-faith effort to reach an agreement.
 - (A) If the disagreement is about ADA compliance, the County will consult a third-party CASp, in accordance with paragraph 3.2 above, and the CASp's written determination will govern.
 - (B) If the disagreement is about a park-development standard, Valley-Wide's standard will apply unless the County's Board of Supervisors makes the findings required by paragraph 4.2 below.
 - (C) The County's Board of Supervisors will make the final determination about any other point of disagreement between the Parties with respect to the Sports Park Plans.

4. Sports Park Construction

- 4.1 County will endeavor to advertise, award, and administer a public works construction contract for one or more phases of the Sports Park based on final Sports Park Plans, and will select the lowest responsible bidder to construct one or more phases of Sports Park once all of the following conditions have been met:
 - (A) Collection of sufficient Sports Park contribution funds in accordance with County-Developer agreement for that phases or those phases, as solely determined by County; and
 - (B) Notification in writing from Valley-Wide to County that sufficient Sports Park CFD funds exist to operate and maintain that phase or those phases of Sports Park.
- 4.2 Sports Park will be constructed to satisfy both the County's and Valley-Wide's duly approved park development standards. If there is any conflict between the

County's and Valley-Wide's park development standards, the County will use Valley-Wide's standards (which were the basis for the Sports Park CFD assumptions), unless the County's Board of Supervisors finds, based on substantial evidence, that varying from Valley-Wide's standard will not increase maintenance costs above that which was projected for the Sports Park CFD.

- 4.3 Upon written request, the County will provide Valley-Wide with access to the Sports Park site during construction of a phase or phases for the purpose of documenting construction and field conditions. Valley-Wide will provide any and all comments regarding construction and field conditions directly to the County in writing.
- 4.4 The Sports Park will be constructed in compliance with ADA requirements. If a dispute arises as to whether ADA requirements are met, the County may hire a Certified Access Specialist ("CASp") to determine compliance with ADA standards.

5. Phased Acceptance of Sports Park for Operation and Maintenance

- 5.1 Within 30 days of substantially completing a Sports Park phase, the County will notify Valley-Wide in writing. The Parties will meet to inspect the substantially completed phase, and will create a mutually-acceptable punch-list based on that inspection of items that need to be completed or corrected to comply with the approved Sports Park Plans. The County will ensure that the phase is completed in accordance with the Sports Park Plans and this Agreement, and upon completion and final inspection, Valley-Wide will accept the phase ("Accepted Park Phase") and operate and maintain it in accordance with Section 6 below.
- 5.2 County will retain ownership of Sports Park site, including Accepted Park Phases, until such time as the entire Sports Park is constructed and Valley-Wide has accepted fee title to Sports Park site as provided herein.

6. License

- 6.1 County hereby grants to Valley-Wide the right to enter upon County-owned portions of Sports Park site for the purpose of operating and maintaining an Accepted Park Phase ("License"). It is expressly understood that this License does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in Sports Park site or portion thereof to Valley-Wide.
- 6.2 Valley-Wide will, at its sole cost and expense, maintain or cause to be maintained, all Accepted Park Phases, including but not limited to landscaping, cleanup, and maintenance of park features and parking areas, as well as any future improvements or structures, including community centers, in accordance with Valley-Wide's standards and procedures. Valley-Wide will be responsible for all recurring and normal maintenance of Accepted Park Phases.

- 6.3 Valley-Wide agrees to pay for all utility service provided to an Accepted Park Phase as part of Valley-Wide's maintenance and operational obligations under this License, including but not limited to electric, water, gas, sewer, and refuse collection.
- 6.4 Valley-Wide will not commit or create, or knowingly suffer to be committed or created, any waste, hazardous condition, or nuisance to occur on any Accepted Park Phase.
- 6.5 Valley-Wide will exercise reasonable due diligence in the protection of Accepted Park Phases against damage or destruction by fire, vandalism, or other cause.
- 6.6 Environmental Protection. Valley-Wide will not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, on Accepted Park Phases that could result in destruction of habitat or the contamination or pollution of Accepted Park Phases. Valley-Wide will at all times comply with all applicable federal, state, and local laws, orders, and regulations, as may be amended, with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, stormwater runoff, and other pollutants, including soil sediments, and will cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.
- 6.7 Hazardous Materials.
- (A) Valley-Wide will not use or allow anyone else to use the Accepted Park Phases to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the maintenance or operation of its operations and activities as contemplated under this License. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this does not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this License or to normal maintenance and operation of the Accepted Park Phase.
- (B) Valley-Wide will immediately notify the County in writing in the event of any release of hazardous material, violation of any environmental law, or an action brought by a third party against Valley-Wide alleging environmental damage. Valley-Wide will indemnify and hold County harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by Valley-Wide or any person or entity under its control.

- 6.8 Insurance. Without limiting or diminishing each Party's obligation to indemnify and hold the other harmless, each Party will procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to this insurance Section (§ 6.8) only, references to the "County" refer to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- (A) Workers' Compensation. If a Party has employees as defined by the State of California, the Party will maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy must include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy must be endorsed to waive subrogation in favor of the other Party.
 - (B) Commercial General Liability. Each Party will maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims that may arise from or out of that Party's performance of its obligations hereunder. The policy must name the other Party as an Additional Insured. The policy's limit of liability must not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it must apply separately to this agreement or be no less than two times the occurrence limit.
 - (C) Vehicle Liability. If vehicles or mobile equipment are used by a Party in the performance of its obligations under this Agreement, then that Party will maintain liability insurance for all owned, non-owned, or hired vehicles so used, in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it must apply separately to this agreement or be no less than two times the occurrence limit. The policy must name the other Party as an Additional Insured.
 - (D) Self-Insurance. The insurance requirements above may be met with a program of self-insurance; however, the administration of any self-insurance must be done in a manner as if all insurance requirement contained herein are part of the Party's self-insurance program.
- 6.9 Each Party will conduct formal background checks, to include either Live Scan or NCSI/SSCI, on each of its officers, agents, employees, volunteers, subcontractors, and independent contractors engaged in providing in-person services to minors on an Accepted Park Phase property. No officer, agent, employee, volunteer, subcontractor, or independent contractor of a Party is eligible to provide services

to a minor on-site under this license if he or she has not passed a formal background check.

6.10 This license automatically terminates upon Valley-Wide's acceptance of fee title to the Sports Park site.

7. Acceptance of Title After Completion. Upon completion of the final phase of Sports Park construction and acceptance by Valley-Wide for operation and maintenance, the County will offer and Valley-Wide will accept fee title to the entire Sports Park site, except for the flood-control channel. The flood-control channel will not be part of the site conveyed to Valley-Wide, but the County will give Valley-Wide a permanent access easement to use the shared-access road along the channel concurrently with conveyance of the fee interest in the completed phases to Valley-Wide and before conveying the County's interest in the flood-control channel to any other entity or person.

8. Mutual Hold Harmless.

8.1 The County will hold Valley-Wide harmless from any challenge to the validity or legality of the Agreement or the County–Developer Agreement.

8.2 Valley-Wide will hold the County, its officers, agents and employees harmless from liability to any person or entity not a party to this Agreement from any damage, loss, or injury to person or property that arises from the acts, negligence, or willful misconduct of Valley-Wide, its officers, agents, or employees in the execution or implementation of this Agreement, including the License.

8.3 The County will hold Valley-Wide, its officers, agents, and employees harmless from liability to any person or entity not a party to this Agreement from any damage, loss, or injury to person or property that arises from the acts, negligence, or willful misconduct of the County, its officers, agents, or employees in the execution or implementation of this Agreement, including the License.

8.4 Valley-Wide will hold the County harmless from any challenge associated with Valley-Wide's operation and maintenance of the Sports Park following Valley-Wide's acceptance of title to the Sports Park site under section 7 above.

8.5 A Party's duty to hold the other harmless under paragraph 8.1, 8.2, 8.3, or 8.4 above includes the obligation to defend the other Party. The defending Party has the right, at its cost, to use counsel of its choice and to adjust, settle, or compromise any claim, but this right does not limit the Party's duty to hold the other harmless as required above.

8.6 A Party's duty to hold the other harmless is satisfied when it provides the other with an appropriate form of dismissal relieving the other Party from any liability for the claim asserted.

8.7 The insurance required by section 6.8 above do not limit a Party's obligation to hold the other harmless from third-party claims.

If to County: County of Riverside TLMA
4080 Lemon Street
Riverside, CA 92501
Attn: Juan C. Perez

- 10.5 Binding Effect; Assignment. This Agreement binds and inures to the benefit of the Parties and their successors and assigns, but the Agreement cannot be assigned without prior written consent of the other Party.
- 10.6 Further Actions. Each of the parties hereto agrees to take all actions that are reasonably necessary to effectuate the intent and carry out the provisions of this Agreement including, without limitation, executing other documents to accomplish the purposes of this Agreement.
- 10.7 Choice of Law. This Agreement has been made and entered into in the State of California and in all respects must be interpreted, enforced, and governed in accordance with the laws of California.
- 10.8 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement must be filed in the appropriate state or federal court in Riverside County, California, and the Parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court or jurisdiction.
- 10.9 Attorneys' Fees. In the event of the bringing of an action, or suit by a party hereto against another party hereunder by reason of a breach of any of the covenants, conditions, agreements or provisions by the other party arising out of this Agreement, each Party is responsible for the costs of their own attorneys' fees.
- 10.10 No Third-Party Beneficiary. This Agreement does not create, and must not be construed to create, any right enforceable by any person or entity of any kind that is not a Party to this Agreement.
- 10.11 Delegation of Authority. The County's Assistant CEO-TLMA is delegated the authority to implement the terms of this Agreement. Any significant changes or matters not known or contained in this Agreement, or requiring discretionary action may require future Board of Supervisors approval and an amendment to this Agreement.
- 10.12 Headings. The headings in this Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation.
- 10.13 Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the Parties are

be deemed to constitute original signatures, and facsimile or electronic copies hereof are deemed to constitute duplicate originals

(Signatures on following page.)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as indicated below.

RECOMMENDED FOR APPROVAL: **VALLEY-WIDE**

By _____
DEAN WETTER
General Manager

By _____
NICK SCHOUTEN, President
Board of Directors

APPROVED AS TO FORM:
JEFF BALLINGER
General Counsel

ATTEST:
LANAY NEGREAT
Clerk of the Board

By _____
TODD LEISHMAN
Assistant General Counsel

By _____

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By _____
JUAN C. PEREZ
Assistant CEO - TLMA

By _____
V. MANUEL PEREZ, Chairman
Board of Supervisors

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA HARPER
Clerk of the Board

By _____
LEILA MOSHREF-DANESH
Deputy County Counsel

By _____
Deputy

(SEAL)

EXHIBIT A

SUMMARY OF SP NO. 293 S7 OBLIGATIONS FOR REGIONAL SPORTS PARK

	Design	Construction
	Detailed park construction plans for the regional sports park must be approved by the County and Valley-Wide prior to issuance of this building permit in the PAG:	The minimum additional acreage of the regional sports park that must be constructed and fully operable and acceptable to Valley-Wide and the County, before the issuance of this building permit in the PAG:
PAG 1	100th	8.2 acres, by the 401st BP
PAG 2	200th	13 acres, by the 850th BP
PAG 3	200th	4.6 acres, by the 575th BP
PAG 4	200th	8.9 acres, by the 750th BP
PAG 5	200th	4.2 acres, by the 575th BP

EXHIBIT B

CONCEPT PLAN

(Follows this page)




VALLEY-WIDE RECREATION & PARK DISTRICT
 9/13/19
 DEAN WERTER, District Manager & PARK DISTRICT
 APPROVAL OF THE VALLEY-WIDE RECREATION & PARK DISTRICT
 CONTRACT OF THE VALLEY-WIDE RECREATION & PARK DISTRICT



Winchester Ranch Sports Park
 AS OF SEPTEMBER 13, 2017



- LEGEND**
- 1 Lawn
 - 2 Planting Area
 - 3 Paved Area
 - 4 Private Lot
 - 5 Vehicular Pavement
 - 6 Pedestrian Pavement
 - 7 ADA Accessible Wood Fiber Scape Surface
 - 8 Interill City
 - 9 Large Canopy Tree
 - 10 Ornamental Tree
 - 11 Joint Use Access Road for Maintenance Yard Access for Maintenance Yard Access for Maintenance Yard Access (8) Pavedball Courts (Counts toward the total of 600 Min. (1) Lighted Concrete Paving Lot and Spaces (Lighted)
 - 12 Park Sign at Back Entry (TYP)
 - 13 Assesment Water Quality Study (TYP)
 - 14 Private Tables (TYP)
 - 15 (4) Full Lighted Basketball Courts
 - 16 (4) 300' Lighted Softball Fields with 60' bases
 - 17 (4) Youth Soccer Fields (TYP)
 - 18 (4) Youth Soccer Field (111' x 340')
 - 19 (4) Youth Soccer Field (111' x 340')
 - 20 (4) Youth Soccer Field (111' x 340')
 - 21 (4) Youth Soccer Field (111' x 340')
 - 22 (4) Youth Soccer Field (111' x 340')
 - 23 (4) Youth Soccer Field (111' x 340')
 - 24 (4) Youth Soccer Field (111' x 340')
 - 25 (4) Youth Soccer Field (111' x 340')
 - 26 (4) Youth Soccer Field (111' x 340')
 - 27 (4) Youth Soccer Field (111' x 340')
 - 28 (4) Youth Soccer Field (111' x 340')
 - 29 (4) Youth Soccer Field (111' x 340')

Winchester Ranch

17126
8/28/20

EXHIBIT C

County-Developer Agreement

(Follows this page)

**PUBLIC PARKS IMPLEMENTATION AGREEMENT
FOR SPECIFIC PLAN NO. 293
AS AMENDED THROUGH
AMENDMENT NO. 5 AND SUBSTANTIAL CONFORMANCE NO. 7**

This Implementation Agreement ("Agreement") is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (the "County");

and

SR CONFESTOGA, LLC, a Delaware limited liability company,
COPPER SKYE, LLC, a California limited liability company,
WINCHESTER MEADOWS, LLC, a California limited liability company,
THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, as to an undivided 50% tenancy in common interest and THE PAUL & DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, as to an undivided 50% tenancy in common interest who are successors in interest by assignment from MEADOW VISTA HOLDINGS, LLC, a California limited liability company,
RANCHOS PROPERTY, a California general partnership, as to an undivided 98% tenancy in common interest, RANCON REAL ESTATE CORPORATION, a California corporation, as to an undivided 2% tenancy in common interest,
LA VENTANA 242, LLC, a California limited liability company,
CADO INDIGO LLC, a California limited liability company,
WTP PARTNERS 2, LLC, a California limited liability company,
FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation,
D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation, and
SAN PEDRO FARM-RANCON, LLC, a California limited liability company

(collectively, "Property Owners" and at times individually, "Property Owner"). The County and the Property Owners are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party". The Parties hereto agree as follows:

RECITALS:

A. On November 15, 2016, the County approved Specific Plan No. 293, as amended through Amendment No. 5 and Substantial Conformance No. 7 ("SP No. 293"); for Winchester Hills. SP No. 293 includes Tract Nos. 30266-1, 30266-2, 30222-1, 30322, 30806, 30807, 30808-1, 30808-2, 30808, 30809, 30976, 30977, 31100, 31142, 31632-1, 31632, 31633, 31892, 32816, 32817, 32818, 33145, 33498, 33743, 34677, 36288, 36467, 36471-1, 36417-2, 36417 (collectively the "Tracts" and at times individually, "Tract"), which are all located within an unincorporated part of Riverside County.

B. The Property Owners' respective Tracts and housing units are provided in Exhibit "A" attached hereto and incorporated by this reference.

C. The conditions of approval for SP No. 293, in accordance with the Land Use Plan for SP No. 293 and in combination with the conditions of approval for the individual Tracts

JUL 07 2020 323

PUBLIC PARKS IMPLEMENTATION AGREEMENT
FOR SPECIFIC PLAN NO. 293
AS AMENDED THROUGH
AMENDMENT NO. 5 AND SUBSTANTIAL CONFORMANCE NO. 7

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and

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COPPER SKYE, LLC, a California limited liability company,
WINCHESTER MEADOWS, LLC, a California limited liability company,
THE JACINTO FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, as to an undivided 50% tenancy in common interest and THE PAUL & DEBRA MARX FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, as to an undivided 50% tenancy in common interest who are successors in interest by assignment from MEADOW VISTA HOLDINGS, LLC, a California limited liability company,
RANCHOS PROPERTY, a California general partnership, as to an undivided 98% tenancy in common interest, RANCON REAL ESTATE CORPORATION, a California corporation, as to an undivided 2% tenancy in common interest,
LA VENTANA 242, LLC, a California limited liability company,
CADO INDIGO LLC, a California limited liability company,
WFP PARTNERS 2, LLC, a California limited liability company,
FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation,
D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation, and
SAN PEDRO FARM-RANCON, LLC, a California limited liability company

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C. The conditions of approval for SP No. 293, in accordance with the Land Use Plan for SP No. 293 and in combination with the conditions of approval for the individual Tracts

referenced herein, require Property Owners to construct or cause the construction of a number of parks, including an approximately 34-acre sports park (“Sports Park”), located in Planning Area 28 of SP No. 293, as well as several smaller community parks (“Community Parks), also all located within SP No. 293.

D. The Parties desire to enter into this Agreement in order to coordinate and facilitate the acquisition of property for (“Sports Park Site”), and construction of, the Sports Park as required by the conditions of approval for SP No. 293 and consistent with the Land Use Plan for SP No. 293, attached hereto and incorporated herein by reference as Exhibit “B” (“Land Use Plan”).

E. A conceptual drawing of the Sports Park is attached hereto and incorporated herein by this reference as Exhibit “C” (“Conceptual Drawing”).

F. The total cost for the acquisition of the land for, and construction of, Sports Park is \$34,420,636 (“Sports Park Cost”), which will be adjusted periodically to account for changes in the Consumer Price Index. The Sports Park Cost as shown on Exhibit “D” (“Sports Park Cost”), attached hereto and incorporated herein by this reference, is to be divided by the total number of housing units subject to this Agreement (“Per-Unit Sports Park Contribution”). The total number of housing units subject to this Agreement is 4,592. Therefore, the Per-Unit Sports Park Contribution for each of the Property Owners is \$7,495.78, as may be adjusted to account for changes in the Consumer Price Index.

G. Property Owners hereby voluntarily agree to each pay the Per-Unit Sports Park Contribution in order to satisfy their applicable Sports Park condition of approval as solely related to the design and construction of the Sports Park.

H. County intends to enter into a separate agreement with Valley-Wide Recreation & Parks District (“Valley-Wide”) to memorialize the terms of the design and construction of Sports Park (“Valley-Wide Agreement”).

I. Parties acknowledge and recognize that final maps are recorded for Tract Nos. 30266-1, 30266-2, 30322-1, 30322, 30809, and 31632, and were recorded prior to the approval of SP No. 293 as amended through Amendment No. 5 and Substantial Conformance No. 7. Therefore, the owners of these Tracts will not be required to pay any additional amount beyond what has already been determined by the County and Valley-Wide for the development of those Tracts. Therefore, the owners of Tract Nos. 30266-1, 30266-2, 30322-1, 30322, 30809, and 31632 are not party to this Agreement.

J. Property Owners recognize and acknowledge that they are still responsible for satisfying their respective Specific Plan and Tract conditions of approval as related to Community Parks in coordination with Valley-Wide.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Recitals set forth above which are incorporated herein by this reference, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Purchase and Conveyance of Sports Park Site. Within 180 calendar days following the Effective Date of this Agreement, Property Owners shall have contributed adequate money in order that the Sports Park Site can be purchased from Streamside Investments, L.P., a California Limited Partnership, which is the current owner of Sports Park Site, and will be the “Seller” pursuant to an escrow (“Sports Park Purchase Escrow”) with First American Title Insurance Company (“Escrow Company”), in order that the County can: (i) be provided fee title to the Sports Park Site by grant deed from the Seller, and (ii) be provided title insurance from First American Title Insurance Company such that, in the sole discretion of the County, there are no unacceptable title issues or property conditions, to hold on behalf of Valley-Wide in accordance with the Valley-Wide Agreement (“Close of the Sports Park Purchase Escrow”). The 180 calendar day timeline set forth herein for Close of the Sports Park Purchase Escrow may be extended up to an additional 180 calendar days upon written approval of the County in accordance with Section 26 herein. All costs associated with the Sports Park Purchase Escrow shall be paid in accordance with the purchase and sale agreement for Sports Park Site or by Sports Park Contribution funds provided by the Property Owners.

For purposes of clarity, the Property Owners agree that the County shall not bear any liability, cost, or expense in connection with the Sports Park Purchase Escrow.

2. County Coordination with Valley-Wide. County agrees to coordinate with Valley-Wide to transfer ownership of the Sports Park Site to Valley-Wide in accordance with the Valley-Wide Agreement.

3. Site Purchase Credit. Property Owners who contributed funds for the purchase of the Sports Park Site in accordance with Section 1 of this Agreement shall be entitled to a credit against their Per-Unit Sports Park Contribution in an amount equal to their contribution for the purchase of Sports Park Site (“Site Purchase Credit”). Upon the deposit of monies into the Sports Park Purchase Escrow in accordance with Section 1 herein, Property Owners shall cause Escrow Company to provide written evidence confirming the exact amount of monies paid by each Property Owner to both the Property Owners and the County (“Evidence of Sports Park Site Contributions”). Upon receipt of the Evidence of Sports Park Site Contributions from Escrow Company, the County shall issue Site Purchase Credit. Notwithstanding any other term in this Agreement, the total amount of issuable Site Purchase Credit shall not exceed the dollar amount provided in Exhibit “D” for Land Acquisition.

4. Preparation and Submittal of Sports Park Plans. Within one year after receiving a written request in accordance with Section 24 of this Agreement from Valley-Wide to prepare plans for the Sports Park, County will prepare or cause to be prepared engineered plans for the Sports Park (“Sports Park Plans”) in accordance with Exhibit “C”, and submit the Sports Park Plans to Valley-Wide for review and comment in accordance with the Memorandum of Understanding between the County and Valley-Wide.

5. Per-Unit Sports Park Contribution. The Property Owners shall pay the applicable Per-Unit Sports Park Contribution for each housing unit in their respective Tract as shown on Exhibit A, or the number of lots that are recorded within phased maps, subsequent maps, revised or amended maps, prior to the issuance of the building permit for each housing unit for which the applicable Sports Park Contribution has been paid.

The Per-Unit Sports Park Contribution of \$7,495.78 due and payable to the County shall be reduced by any Site Purchase Credit, if applicable, provided to the Property Owner. County will transmit the Per-Unit Sports Park Contribution to Valley-Wide on behalf of each Property Owner in accordance with Valley-Wide Agreement.

After the Effective Date of this Agreement, the County agrees that any Property Owner may record any Tracts upon fulfillment of all Conditions of Approval required for map recordation, and compliance with this Agreement, Riverside County Ordinance No. 460, and the Subdivision Map Act. County further agrees that it is not necessary for any Property Owner to pay 100% of the Sports Park Contribution for all the housing units within the Property Owner's Tract at once.

6. Sports Park Condition of Approval Clearance. For each of the individual Tracts, County shall consider the applicable conditions of approval related to the design and construction of the Sports Park satisfied on the condition that the following obligations are met in accordance with the provisions of this Agreement:

- a. Within 90 calendar days after the Effective Date of this Agreement, such Property Owner has paid the Per-Unit Sports Park Contribution in accordance with the number of units for which a building permit is to be issued (such funds to be held in accordance with Section 7 herein), and has ultimately paid the Per-Unit Sports Park Contribution for all the housing units within the Property Owner's Tract;

OR

- b. (i) Property Owners obtained fee title to the Sports Park Site and conveyed fee title of the Sports Park Site to County in accordance with Section 1 of this Agreement, **and** (ii) such Property Owner has ultimately paid the Per-Unit Sports Park Contribution for all the housing units within the Property Owner's Tract, but with the understanding that the Per-Unit Sports Park Contributions are to be paid in accordance with the number of units for which a building permit is to be issued.

7. Escrow Account. After the Effective Date of this Agreement and until the Close of the Sports Park Purchase Escrow, the County agrees that any Per-Unit Sports Park Contributions (including but not limited to any paid in accordance with Section 6.a. herein) shall be paid into the Sports Park Purchase Escrow as defined in Section 1 herein. After the Close of the Sports Park Purchase Escrow, (i) any Sports Park Contribution funds received by the County thereafter will be kept in a separately maintained account ("County Account for SP 293 Sports Park"), to be spent on the Sports Park Cost by disbursements or transfers to Valley-Wide in accordance with the Valley-Wide Agreement, and (ii) the County will provide the Property Owners with an accounting of the County Account for SP 293 Sports Park within 30 calendar days after receipt of a written request for an accounting, by notice given in accordance with Section 24 herein. The Property Owners acknowledge and agree the County shall be entitled to utilize the first \$150,000 in the County Account for SP 293 Sports Park to provide the funds in order that the County may collect Sports Park Contribution, administer this Agreement, prepare or cause the preparation of Sports Park Plans, and accept and transfer the Sports Park Site as specified in line item "G" on Exhibit "D".

8. County Administration. County may use Sports Park Contribution funds in an amount not to exceed \$150,000.00 to pay for the administration of this Agreement as well as the preparation of Sports Park Plans in accordance with Section 4 herein.

9. Application. Notwithstanding any other provision in this Agreement, this Agreement is intended to implement, clarify, and be consistent with the Conditions of Approval for SP No. 293 and the Land Use Plan.

10. Consumer Price Index. The Parties hereby acknowledge and agree that the Sports Park Cost will increase periodically based on the Consumer Price Index, and that the Per-Unit Sports Park Contribution will also increase accordingly.

11. Indemnification. Property Owners shall defend, indemnify and hold harmless the County and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives agents, officers and employees (“Indemnitees”) from any claim, action, or proceeding brought or asserted by a third person or entity against the Indemnitees to attack, set aside, void, or annul this Agreement or any other action arising from or in connection with this Agreement, including but not limited to, the approval of SP No. 293, conditions of approval imposed on SP 293 by the County or any of its agencies, departments, commissions, agents, officers or employees or to impose personal liability against such agents, officers or employees resulting from their involvement in this Agreement, which claim, action, or proceeding is brought within the time period provided by law, including any claim for private attorney general fees claimed by or awarded to any party from the County.

Property Owners shall defend, at their sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions. To the extent that the County uses any of its resources responding to such claims, action, or proceeding, Property Owners will reimburse the County within thirty (30) calendar days of the submission of an itemized statement for these resources. Such resources include, but are not limited to the reasonable expenses and charges related to staff time including the Office of County Counsel, court costs, and any other reasonable direct or indirect costs associated with responding to the claim, action or proceeding.

Property Owners’ obligation hereunder shall be satisfied when Property Owners have provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

12. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable or inequitable or would otherwise frustrate the purposes of this Agreement.

13. Attorneys' Fees. In the event of the bringing of an action, or suit by a party hereto against another party hereunder by reason of a breach of any of the covenants, conditions, agreements or provisions by the other party arising out of this Agreement, each party shall be

responsible for the costs of their own attorneys' fees.

14. No Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

15. Manner of Construction. The parties to this Agreement, and each of them, acknowledge (a) this Agreement and its reduction to final written form is the result of good faith negotiations between the parties and through their respective counsel, and (b) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16. Further Actions. Each of the parties hereto agrees to take any and all actions reasonably necessary to effectuate the intent, and to carry out the provisions, of this Agreement including, without limitation, executing other documents to accomplish the purposes of this Agreement.

17. Authority to Execute. Each individual signing this Agreement in a representative capacity represents that s/he is duly authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his/her signature is affixed.

18. Counterparts. This Agreement may be executed in one or more counterparts and the counterparts signed in the aggregate shall constitute a single, original instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof (*pdf*) shall be deemed to constitute duplicate originals.

19. Choice of Law. This Agreement has been made and entered into in the State of California and shall in all respects be interpreted, enforced and governed in accordance with the laws of California.

20. Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction

21. Compliance with Laws and Regulations. By executing this Agreement, Property Owners agree to comply with all applicable federal, state and local laws, regulations and ordinances.

22. Assignment. The interest of any Property Owner under this Agreement shall be appurtenant to the property owned by such Property Owner, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the concurrent transfer of title to the property owned by such Property Owner or a portion thereof, and then only as to, and to the grantee of title the property owned by such Property Owner or a portion thereof, and then only if

such grantee has assumed the obligations of its transferor under this Agreement arising from and after such transfer as to the property so transferred, whereupon such grantee shall automatically be entitled to be a beneficiary of this Agreement as if the transferee was the original Property Owner (“Permitted Assignee”). Upon a transfer to and assumption by a Permitted Assignee pursuant to the immediately preceding sentence, the transferor shall be released from liability under this Agreement for the obligations so assumed, without any further action by any other Party. Any purported transfer of a Property Owner’s interest in this Agreement to any party other than a Permitted Assignee shall be null and void. Subject to the foregoing restrictions, the provisions of this Agreement shall be binding upon and inure to the benefit of all affiliates, parent corporations, subsidiaries, assigns, successors-in-interest, personal representatives, administrators, heirs, devisees and legatees of the Parties.

23. Amendment. Except as otherwise provided in this Agreement, neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such writing.

24. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by facsimile, or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service, such as Federal Express, and shall be deemed given: (1) if personally served, when delivered to the Party to whom such notice is addressed; (2) if given by facsimile when sent; (3) if given by prepaid or certified mail with return receipt requested, on the date of execution of the return receipt; or (4) if sent by a reputable overnight delivery service, such as Federal Express, when received. Any notice given by facsimile shall be confirmed in writing, and such confirmation shall be sent or delivered by any of the other means of delivery set forth in this Section, within forty-eight (48) hours after notice was sent by facsimile. Such notices shall be addressed to the Party to whom such notice is to be given at the Party’s address set forth below or as such Party shall otherwise direct in writing to the other Party delivered or sent in accordance with this Section.

If to Property Owners: See attached Exhibit “E” for mailing address list

If to County: County of Riverside TLMA
4080 Lemon Street
Riverside, CA 92501
Attn: Juan Perez

25. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a Party to this Agreement.

26. Delegation of Authority. The County’s Assistant CEO – TLMA is delegated the authority to implement the terms of this Agreement, including consenting to the 180 calendar day extension of time as provided in Section 1 herein. Any significant changes or matters not known or contained in this Agreement, or requiring discretionary action may require future Board of

Supervisors approval and an amendment to this Agreement in accordance with Section 23 herein.

27. Effective Date. The effective date of this Agreement is the date the parties execute the Agreement (“Effective Date”). If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the Effective Date.


Remainder of page left blank and signatures on following pages

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth hereinafter intending it to become effective as of the Effective Date.

DATED: _____

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By  _____
JUAN C. PEREZ
Assistant CEO - TLMA

By _____
V. MANUEL PEREZ, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By  _____
LEILA MOSHREF-DANESH
Deputy County Counsel

By _____
Deputy

(SEAL)

PROPERTY OWNER

SR CONESTOGA, LLC,
a Delaware limited liability company

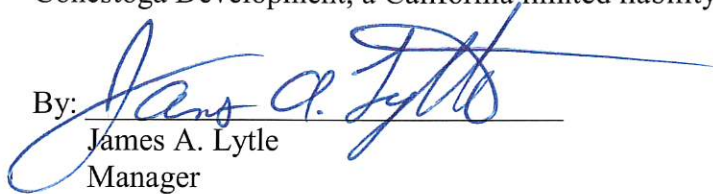
DATED: 5/31/2020

By: Its Co-Managing Members
By: Strata Conestoga, LLC, a Delaware limited liability company

By: 

David C. Michan
Manager

By: Conestoga Development, a California limited liability company

By: 

James A. Lytle
Manager

PROPERTY OWNER

COPPER SKYE, LLC,
a California limited liability company
By: Its Managers

DATED: _____

By: _____
Douglas W. Jensen, Manager

Marker Investments, LLC,
a limited liability company, Manager

By: _____
Marc Perlman
President

PROPERTY OWNER

SR CONESTOGA, LLC,
a Delaware limited liability company

DATED: _____

By: Its Co-Managing Members
By: Strata Conestoga, LLC, a Delaware limited liability company

By: _____
David C. Michan
Manager


By: Conestoga Development, a California limited liability company

By: _____
James A. Lytle
Manager

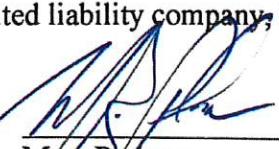
PROPERTY OWNER

COPPER SKYE, LLC,
a California limited liability company
By: Its Managers

DATED: 6-1-20

By: 
Douglas W. Jensen, Manager

Marker Investments, LLC,
a limited liability company, Manager

By: 
Marc Perlman
President

PROPERTY OWNER

WINCHESTER MEADOWS, LLC
a California limited liability company

DATED: 6-1-2020

By: R.K.E. Companies, Inc.
Its Manager

By: Robert W Love
Robert W. Love
President

PROPERTY OWNER

THE JACINTO FAMILY LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: _____

By: _____
Name: David A. Jacinto
Title: General Partner

AND

THE PAUL & DEBRA MARX FAMILY
LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: _____

By: _____
Name: Paul G. Marx
Title: General Partner

PROPERTY OWNER

WINCHESTER MEADOWS, LLC
a California limited liability company

DATED: _____

By: R.K.E. Companies, Inc.
Its Manager

By: _____
Robert W. Love
President

PROPERTY OWNER

THE JACINTO FAMILY LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: 5-27-2020

By: 
Name: David A. Jacinto
Title: General Partner

AND

THE PAUL & DEBRA MARX FAMILY
LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: _____

By: _____
Name: Paul G. Marx
Title: General Partner

PROPERTY OWNER

WINCHESTER MEADOWS, LLC
a California limited liability company

DATED: _____

By: R.K.E. Companies, Inc.
Its Manager

By: _____
Robert W. Love
President

PROPERTY OWNER

THE JACINTO FAMILY LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

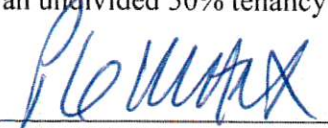
DATED: _____

By: _____
Name: David A. Jacinto
Title: General Partner

AND

THE PAUL & DEBRA MARX FAMILY
LIMITED PARTNERSHIP,
a Nevada limited partnership
as to an undivided 50% tenancy in common interest

DATED: MAY 29, 2020

By: 
Name: Paul G. Marx
Title: General Partner

PROPERTY OWNER

RANCHOS PROPERTY

a California General Partnership,
as to an undivided 98% tenancy in common interest

DATED: _____

By: _____

Nancy Murakami
General Partner

AND

RANCON REAL ESTATE CORPORATION

a California corporation,
as to an undivided 2% tenancy in common interest

DATED: 5/31/2020

By: _____

Mike Diaz
President

PROPERTY OWNER

LA VENTANA 242, LLC

a California limited liability company

DATED: _____

By: _____

Kyung Moo Kim, Manager

PROPERTY OWNER

RANCHOS PROPERTY
a California General Partnership,
as to an undivided 98% tenancy in common interest

DATED: _____

By: _____
Nancy Murakami
General Partner

AND

RANCON REAL ESTATE CORPORATION
a California corporation,
as to an undivided 2% tenancy in common interest

DATED: 5/31/2020

By: 
Mike Diaz
President

PROPERTY OWNER

LA VENTANA 242, LLC
a California limited liability company

DATED: _____

By: _____
Kyung Moo Kim, Manager

PROPERTY OWNER

RANCHOS PROPERTY
a California General Partnership,
as to an undivided 98% tenancy in common interest

DATED: _____

By: _____
Nancy Murakami
General Partner

AND

RANCON REAL ESTATE CORPORATION
a California corporation,
as to an undivided 2% tenancy in common interest

DATED: 5/31/2020

By: Mike Díaz
Mike Díaz
President

PROPERTY OWNER

LA VENTANA 242, LLC
a California limited liability company

DATED: 6/1/2020

By: Kyung Moo Kim
Kyung Moo Kim, Manager


PROPERTY OWNER

CADO INDIGO, LLC
a California Limited Liability Company

DATED: 6/1/20

By: Zikakis Asset Management LLC, a California Limited Liability Company
Its Managing Manager

By: Capstone Asset Management, Inc. a California Corporation
Its Managing Manager

By: 
Alex Zikakis
President

PROPERTY OWNER

WFP PARTNERS 2, LLC
a California Limited Liability Company

DATED: _____

By: _____
Kevin D. Wieck
Managing Member

PROPERTY OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
a Delaware Corporation

DATED: _____

By: _____
Thomas H. Burleson
Senior Vice President

PROPERTY OWNER

CADO INDIGO, LLC
a California Limited Liability Company

DATED: _____

By: Zikakis Asset Management LLC, a California Limited Liability Company
Its Managing Manager

By: Capstone Asset Management, Inc. a California Corporation
Its Managing Manager

By: _____
Alex Zikakis
President

PROPERTY OWNER

WFP PARTNERS 2, LLC
a California Limited Liability Company

DATED: 6/1/2020

By: 
Kevin D. Więck
Managing Member

PROPERTY OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
a Delaware Corporation

DATED: _____

By: _____
Thomas H. Burlison
Senior Vice President

PROPERTY OWNER

CADO INDIGO, LLC
a California Limited Liability Company

DATED: _____

By: Zikakis Asset Management LLC, a California Limited Liability Company
Its Managing Manager

By: Capstone Asset Management, Inc. a California Corporation
Its Managing Manager

By: _____
Alex Zikakis
President

PROPERTY OWNER

WFP PARTNERS 2, LLC
a California Limited Liability Company

DATED: _____

By: _____
Kevin D. Wieck
Managing Member

PROPERTY OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
a Delaware Corporation

DATED: 6/1/20

By: Daniel C Bartok
~~Thomas H. Burtson~~ DANIEL C BARTOK
~~Senior Vice President~~ CHIEF EXECUTIVE OFFICER

PROPERTY OWNER

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC. DATED: 5/26/20
a California Corporation

By: Barbara M. Murakami
Barbara M. Murakami
Vice President
Or
Jennifer O'Leary
Assistant Secretary

SAN PEDRO FARM-RANCON, LLC
a California limited liability company

By: RANCON EQUITY PARTNERS III, LLC
a California limited liability company
Its Manager

DATED: _____

By: _____
Daniel L. Stephenson
Its Co-Manager

By: PACWEST GROUP, INC.
a California corporation
Its Co-Manager

DATED: _____

By: _____
Daniel L. Stephenson
Its President

PROPERTY OWNER


D.R. HORTON LOS ANGELES HOLDING COMPANY, INC. DATED: _____
a California Corporation

By: _____
Barbara M. Murakami
Vice President
Or
Jennifer O'Leary
Assistant Secretary

SAN PEDRO FARM-RANCON, LLC
a California limited liability company

By: RANCON EQUITY PARTNERS III, LLC
a California limited liability company
Its Manager

DATED: May 29, 2020

By: 
Daniel L. Stephenson
Its Co-Manager

By: PACWEST GROUP, INC.
a California corporation
Its Co-Manager

DATED: May 29, 2020

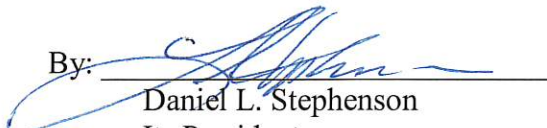
By: 
Daniel L. Stephenson
Its President

Exhibit “A”
**PROPERTY OWNERS’
RESPECTIVE TRACTS AND HOUSING UNITS**

Property Owner	Tract No (s)	# of Lots
SR Conestoga, LLC	30806	182
SR Conestoga, LLC	30807	190
* West Sac Rivers, LLC	30976	152
* Kathy Warner Separate Property Trust	30977	553
La Ventana 242, LLC	31100	221
SR Conestoga, LLC	31142	168
SR Conestoga, LLC	31633	129
Forestar (USA) Real Estate Group, Inc. / D. R. Horton	31892	376
*The Woods (Riverside) Venture, L.L.L.P.	32816	84
*The Woods (Riverside) Venture, L.L.L.P.	32817	100
*The Woods (Riverside) Venture, L.L.L.P.	32818	252
Copper Skye, LLC	33145	276
Winchester Meadows, LLC	33498	225
The Woods (Riverside) Venture, L.L.L.P.	33743	57
Ranchos Property / Rancon Real Estate Corporation	34677	420
The Jacinto Family Limited Partnership The Paul & Debra Marx Family Limited Partnership	36288	72
San Pedro Farm-Rancon, LLC	36467	483
Cado Indigo, LLC	30808-1	104
* Pelican Landing, LP	30808-2	140
* Joan and John Oostdam	30808	102
WFP Partners 2, LLC	31632-1	78
Winchester Meadows, LLC	36417-1	65
Winchester Meadows, LLC	36417-2	99
Winchester Meadows, LLC	36417	64
		4592

* Indicates – Not a party to this agreement but responsible for satisfying Conditions pursuant to Specific Plan No. 293, as amended through Amendment No. 5 and Substantial Conformance No. 7

EXHIBIT "B" LAND USE PLAN

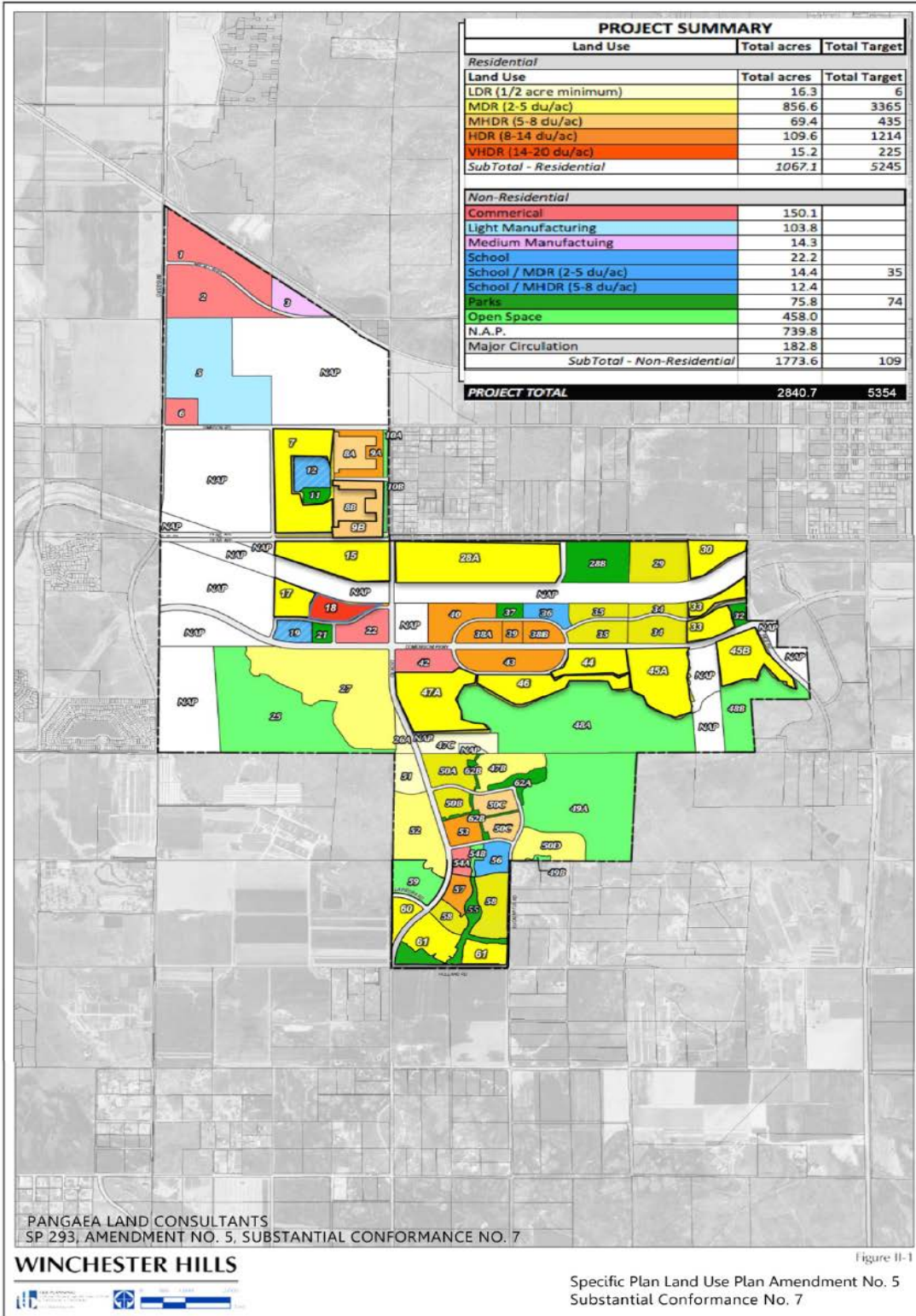


Exhibit "D"
SPORTS PARK COST

A.	Sports Park construction (Cummings Conceptual Design 5/6/19)	\$28,730,636
B.	Land acquisition	\$ 2,000,000
C.	Design/final drawings	\$ 1,500,000
D.	Olive Ave improvements	\$ 1,000,000
F.	Sports Park dirt import	\$ 240,000
G.	County costs to administer agreement, collect fees, accept and transfer Sports Park Site	\$ 150,000
H.	Maintenance of unimproved Sports Park Site (\$80,000/yr x 10 years)	<u>\$ 800,000</u>
		<u>\$34,420,636</u>

Exhibit “E”
PROPERTY OWNERS’ MAILING LIST FOR NOTICE

Property Owner	Address	Contact
SR Conestoga, LLC	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
Copper Skye, LLC	427 S. Cedros Avenue, Suite 201 Solana Beach, CA 92075	Marc Perlman
Winchester Meadows, LLC	1064 Pescador Drive Newport Beach, CA 92660	Robert Love
The Jacinto Family Limited Partnership	3951 Sierra Linda Drive Escondido, CA 92025	David Jacinto
The Paul & Debra Marx Family Limited Partnership	3951 Sierra Linda Drive Escondido, CA 92025	Paul Marx
Ranchos Property	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
San Pedro Farm-Rancon, LLC	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
Rancon Real Estate Corporation	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
La Ventana 242, LLC	41391 Kalmia Street, Ste 200 Murrieta, CA 92562	Jim Lytle
Cado Indigo, LLC	1545 Faraday Ave., Carlsbad, CA 92008	Mark Hayden
WFP Partners 2, LLC	P.O. Box 1978 Rancho Santa Fe, CA 92067	Kevin Wieck
Forestar (USA) Real Estate Group, Inc.	2280 Wardlow Circle #100 Corona, CA 92880	Jennifer O’Leary
D.R. Horton Los Angeles Holding Company, Inc.	2280 Wardlow Circle #100 Corona, CA 92880	Jennifer O’Leary

ACTION ITEM
ITEM 15.04

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AGENDA REPORT

Item No. 15.04

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Professional Services Agreement with
Enterprise Fleet Management Solutions and
Declaration of Surplus Property

RECOMMENDED ACTION:

That the Board of Directors:

- 1) Authorize the General Manager to execute a Professional Services Agreement between Valley-Wide Recreation and Park District and Enterprise Fleet Management Solutions; and
- 2) Enter the Enterprise Lease Program, with the initial annual amount of \$35,837.40; and
- 3) Adopt Resolution No. 1155-20 Declaring Surplus Property

BACKGROUND AND ANALYSIS:

Currently, Valley-Wide Recreation and Park District operates and manages 14 vehicles, 13 of which the District plans on replacing in the future (one is a box truck that will remain with the District until deemed unnecessary). The current duty cycle for District vehicles is 20 years. 64% of our vehicles are over 10 years old. Due to this cycle and the average age of our fleet, the District has an opportunity to leverage government pricing and reduce the overall fleet expenditures, by entering a lease program.

With fleet management services through Enterprise, the District will increase overall fleet value and equity, as well as decrease the amount of risk that is assumed with running older vehicles (breakdowns, regular maintenance, loss of fuel economy, safety emergencies, etc.).

Enterprise has recommended that the District begin in 2021 by replacing 7 District vehicles with new leased trucks. This recommendation is determined by the current vehicle mileage and age (over 140,000 miles and or 14 years or older). Enterprise then recommends replacing 3 vehicles in 2022, and then replacing the final 4 vehicles in 2025. Through District review, staff recommends changing the timeline slightly, due to an in-depth analysis of vehicle usage, recent repairs, and overall value, as well as through our current staff rotation procedure. Staff feels that beginning with 5 replacements in 2021 vs 7, would increase operational efficiency and savings within our current business model.

Surplus Property (Through Enterprise Program) - Truck Model (VIN) (Mileage)

- 2007 GMC Sierra 1500 (1GTEC14C17Z601303) (191,735)
- 2008 GMC Sierra 1500 (1GTEC19XX8Z151910) (192,735)
- 2008 GMC Sierra 1500 (1GTEC19X88Z276596) (173,771)
- 2010 Ford F-150 (1FTMF1CW4AKB69451) (89,292)
- 2011 Ford Ranger (1FTKR1ED1BPA61819) (147,116)

FISCAL IMPACT:

The Professional Services Agreement amount is approximately \$35,837.40 annually and will increase commensurately as vehicles are re-organized into the lease program. The replacement scheduled will be funded by the budget of the Service Territory the vehicle serves or the District's General Fund. Utilizing this lease program is expected to save Valley-Wide \$100,000 over the next 10 years.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (CEQA) requirements.

An increase in fuel economy, and thus overall air quality that accompanies newer vehicles will enhance the District's commitment to our environment and sustainable business practices.

ATTACHMENTS:

1. Enterprise Lease Program Plans and Quotes
2. Resolution No. 1155-20
3. Disposition of Surplus Personal Property Policy No. 3010

Prepared by: Destin Koelsch
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

Prepared For: Valley-Wide Recreation and Park District

Date 09/11/2020
AE/AM NJC/NJC

Unit #

Year 2021 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x2 Crew Cab 5.75 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** CA **Customer#** 593000

\$ 26,321.75	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 534.08 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color (0 P) Summit White	
Interior Color (0 I) Jet Black w/Vinyl Seat Trim	
Lic. Plate Type Government	
GVWR 0	

\$ 26,521.75	Total Capitalized Amount (Delivered Price)
\$ 464.13	Depreciation Reserve @ <u>1.7500%</u>
\$ 85.53	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 549.66	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 59.05	Full Maintenance Program ³ Contract Miles <u>80,000</u>	OverMileage Charge	<u>\$ 0.0600</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 59.05 Additional Services SubTotal

\$ 42.60	Sales Tax <u>7.7500%</u>	State <u>CA</u>
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\$ 651.31 Total Monthly Rental Including Additional Services

\$ 4,243.51	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Valley-Wide Recreation and Park District
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 325.00

VEHICLE INFORMATION:

2021 Chevrolet Silverado 1500 Work Truck 4x2 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CC10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$33,538.9	\$34,900.00
Total Options	\$1,487.85	\$1,635.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$36,621.75	\$38,130.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
 Interior: H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AE7	40/20/40 Front Split Bench Seat	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Chevytec Spray-On Black Bedliner	\$495.95	\$545.00
CTT	Hitch Guidance	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GRILL	Black Grille	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW7	170 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Vinyl Seat Trim	Included	Included
UDC	3.5" Diagonal Monochromatic Display	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
Z82_	Trailer Package (Fleet)	\$359.45	\$395.00
ZLQ	WT Fleet Convenience Package	\$632.45	\$695.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM stereo with seek-scan
Radio Data System: radio data system
Audio Theft Deterrent: TheftLock
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-levelling Headlights: auto-leveling headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 285-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Prepared For: Valley-Wide Recreation and Park District

Date 09/11/2020
AE/AM NJC/NJC

Unit #

Year 2021 **Make** Chevrolet **Model** Silverado 1500

Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** CA **Customer#** 593000

\$ 24,115.35	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 504.10 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Government
GVWR	0

\$ 24,315.35	Total Capitalized Amount (Delivered Price)
\$ 425.52	Depreciation Reserve @ <u>1.7500%</u>
\$ 79.28	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 504.80	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 45.69	Full Maintenance Program ³ Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0600</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 45.69 Additional Services SubTotal

\$ 39.12	Sales Tax <u>7.7500%</u>	State <u>CA</u>
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\$ 589.61 Total Monthly Rental Including Additional Services

\$ 3,890.39	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Valley-Wide Recreation and Park District
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 325.00

VEHICLE INFORMATION:

2021 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$31,232.5	\$32,500.00
Total Options	\$1,487.85	\$1,635.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$34,315.35	\$35,730.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
 Interior: H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AE7	40/20/40 Front Split Bench Seat	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Chevytec Spray-On Black Bedliner	\$495.95	\$545.00
CTT	Hitch Guidance	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GRILL	Black Grille	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW7	170 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Vinyl Seat Trim	Included	Included
UDC	3.5" Diagonal Monochromatic Display	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
Z82_	Trailer Package (Fleet)	\$359.45	\$395.00
ZLQ	WT Fleet Convenience Package	\$632.45	\$695.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM stereo with seek-scan
Radio Data System: radio data system
Audio Theft Deterrent: TheftLock
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-levelling Headlights: auto-leveling headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 285-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Prepared For: Valley-Wide Recreation and Park District

Date 09/11/2020
AE/AM NJC/NJC

Unit #

Year 2021 **Make** Chevrolet **Model** Silverado 1500

Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered **Term** 48 **State** CA **Customer#** 593000

\$ 24,115.35	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 504.10 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color (0 P) Summit White	
Interior Color (0 I) Jet Black w/Vinyl Seat Trim	
Lic. Plate Type Government	
GVWR 0	

\$ 24,315.35	Total Capitalized Amount (Delivered Price)
\$ 425.52	Depreciation Reserve @ <u>1.7500%</u>
\$ 79.28	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 504.80	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

Comp/Coll Deductible 0 / 0

\$ 34.04	Full Maintenance Program ³ Contract Miles <u>40,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.0600 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 34.04 Additional Services SubTotal

\$ 39.12	Sales Tax <u>7.7500%</u>
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State CA

\$ 577.96 Total Monthly Rental Including Additional Services

\$ 3,890.39	Reduced Book Value at <u>48</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Valley-Wide Recreation and Park District

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 325.00

VEHICLE INFORMATION:

2021 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$31,232.5	\$32,500.00
Total Options	\$1,487.85	\$1,635.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$34,315.35	\$35,730.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
 Interior: H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AE7	40/20/40 Front Split Bench Seat	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Chevytec Spray-On Black Bedliner	\$495.95	\$545.00
CTT	Hitch Guidance	Included	Included
DEN	Black Manual Outside Mirrors	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GRILL	Black Grille	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW7	170 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Vinyl Seat Trim	Included	Included
UDC	3.5" Diagonal Monochromatic Display	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
Z82_	Trailer Package (Fleet)	\$359.45	\$395.00
ZLQ	WT Fleet Convenience Package	\$632.45	\$695.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM stereo with seek-scan
Radio Data System: radio data system
Audio Theft Deterrent: TheftLock
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-levelling Headlights: auto-leveling headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
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Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 285-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



Valley-Wide Recreation and Park District Estimated Equity Lease Menu Pricing



Vehicle Type	Year	Make	Model	Trim Level	Quantity	Term	Estimated Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**	Sales Tax	Annual Cost Including Maintenance	Telematics** (Geotab / Sprint)	Annual Cost by Quantity Including Maintenance	Estimated Registration, License, Delivery Costs, Telematics Fees	Reduced Book Value at Term (including Service Charge)	Estimated Equity at Term (Per Vehicle)
1/2 Ton Truck	2021	Chevrolet	Silverado 1500 4x2 Double Cab 6.6 ft bed	Work Truck	2	48	10,000	\$504.80	\$34.04	\$39.12	\$6,935.52	\$20.00	\$13,871.04	\$694.10	\$4,290.39	\$12,709.61
1/2 Ton Truck	2021	Chevrolet	Silverado 1500 4x2 Double Cab 6.6 ft bed	Work Truck	2	48	15,000	\$504.80	\$45.69	\$39.12	\$7,075.32	\$20.00	\$14,150.64	\$694.10	\$4,290.39	\$12,709.61
1/2 Ton Truck	2021	Chevrolet	Silverado 1500 4x2 Crew Cab 5.75 ft bed	Work Truck	1	48	20,000	\$549.66	\$59.05	\$42.60	\$7,815.72	\$20.00	\$7,815.72	\$724.08	\$4,643.51	\$13,856.49

Total Annual Cost of Vehicle Lease & Maintenance due to Enterprise	\$35,837.40
Total Annual Cost of Telematics due to Sprint	\$1,200.00
Est. LTT, Delivery, Telematics Charges	\$3,500.48

Total Upfront Costs	\$3,500.48
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Estimated Equity on 5 vehicles	\$12,000.00
Estimated Equity on Leased Vehicles at 12 Months	\$31,946.00
Estimated Equity on Leased Vehicles at 24 Months	\$39,047.00
Estimated Equity on Leased Vehicles at 36 Months	\$50,765.00
Estimated Equity Return at Term	\$64,695.00

*Lease rates are based upon factory order pricing and miles per year (model year pricing is subject to change based on manufacturer's ordering dates
Pricing does not include any applicable taxes, registration etc
Pricing does not include expected return on equity at end of lease

**The Enterprise Full Maintenance program eliminates unexpected repair costs, hassles of budgeting for repairs, expense reporting for driver and the need for you or your driver to be a vehicle repair specialist. The program is comprehensive and inflation proof. Included services - All major and minor repairs (engines, transmissions, radiators, etc.), All recommended services (oil changes, tune-ups, etc.), All maintenance related towing, Incidentals (fluid, belts, hoses, etc.), After hours and weekend services available, Proactive service technicians, No out of pocket expense for covered repairs, Brakes/Tires are optional, Loaner vehicle not included

**The Telematics program has a one time device fee which is reflected in the Total Upfront Costs

RESOLUTION NO. 1155-20

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY-WIDE RECREATION AND PARK DISTRICT DECLARING PERSONAL PROPERTY AS SURPLUS FOR DISPOSAL VALUED OVER \$1000 IN ACCORDANCE WITH VALLEY-WIDE POLICY NUMBER 3010

WHEREAS, the Valley-Wide Recreation and Park District maintains a fleet of vehicles for providing services throughout the community; and

WHEREAS, despite the District's fleet maintenance program and activities, vehicles do suffer wear and tear and ultimately are no longer suitable as fleet vehicles; and

WHEREAS, the District has determined that listed personal property on Exhibit A are surplus property and should be disposed; and

WHEREAS, the Valley-Wide Recreation and Park District Policy Number 3010 requires the disposals in excess of \$1000 should be approved the Board of Directors

WHEREAS, the consideration by the District Board of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the District's Meeting Agenda on the date set forth in the Staff Report, or to such date that the District Board may have continued or deferred consideration of this Resolution, and on such date the District Board conducted a duly noticed public meeting at which meeting the District Board provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the District Board determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the District Board does further resolve, order and that the District Board hereby declares the five (5) Items on Exhibit A as surplus to be disposed of per Valley-Wide Recreation and Park District Policy Number 3010.

PASSED, APPROVED AND ADOPTED this 21 day of September 2020.

Lanay Negrete, Clerk of the Board

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

VALLEY-WIDE RECREATION AND PARK DISTRICT)

I, Lanay Negrete, Clerk of the Board of the Valley-Wide Recreation and Park District, County of Riverside, State of California do hereby certify that the foregoing Resolution No. 1155-20 was adopted by the Board of Directors of said Valley-Wide Recreation and Park District at a regular meeting of said Board of Directors held on the 21st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lanay Negrete, Clerk of the Board

EXHIBIT A

VALLEY-WIDE RECREATION AND PARK DISTRICT LIST OF FIVE (5) SURPLUS ITEMS

- 2007 GMC Sierra 1500
 - Vehicle Identification Number: 1GTEC14C17Z601303
 - Odometer Mileage: 191,735
 - Condition: Poor, End-of-Service Life

- 2008 GMC Sierra 1500
 - Vehicle Identification Number: 1GTEC19XX8Z151910
 - Odometer Mileage: 192,735
 - Condition: Poor, End-of-Service Life

- 2008 GMC Sierra 1500
 - Vehicle Identification Number: 1GTEC19X88Z276596
 - Odometer Mileage: 173,771
 - Condition: Poor, End-of-Service Life

- 2010 Ford F-150
 - Vehicle Identification Number: 1FTMF1CW4AKB69451
 - Odometer Mileage: 89,292
 - Condition: Poor, End-of-Service Life

- 2011 Ford Ranger
 - Vehicle Identification Number: 1FTKR1ED1BPA61819
 - Odometer Mileage: 147,116
 - Condition: Poor, End-of-Service Life

VALLEY-WIDE RECREATION AND PARK DISTRICT

POLICY AND PROCEDURES MANUAL

POLICY TITLE: Disposition of Surplus Personal Property

POLICY NUMBER: 3010

The General Manager or his authorized representative shall have the authority to declare materials, supplies, or equipment having a fair market value of \$1000 or less as surplus and authorize to sell, exchange or dispose of such surplus property without advertising for bids. However, such property may not be sold to any officer, director, consultant, employee, or relative thereof without specific Board approval and shall be subject to applicable legal restrictions on a purchase and sale to officers and employees.

Surplus personal property having a fair market value exceeding \$1000 must be declared as surplus property by the Board of Directors and can only be sold by soliciting for and receiving sealed bids or by sale through a public auction process. All proceeds shall be received by the District.

ACTION ITEM
ITEM 15.05

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AGENDA REPORT

Item No. 15.05

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Professional Services Agreement with French Valley Park Specialist for COVID-19 Emergency Protective Measures

RECOMMENDED ACTION:

That the Board of Directors:

1. Ratify the Professional Services Agreement between Valley-Wide Recreation and Park District and French Valley Park Specialist for Emergency Protective Measures pertaining to COVID-19; and
2. Retroactively authorize the month-to-month extension of the Professional Services Agreement for Emergency Protective Measures from July 1, 2020, until such measures are deemed no longer needed.

ANALYSIS:

On March 20, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of the unprecedented COVID-19. As part of the District's joint efforts with other state agencies to abate the spread of COVID-19, French Valley Park Specialist was requested to perform Emergency Protective Measures at Valley-Wide park facilities in which they already provide contract maintenance services. Emergency Protective Measures include routinely disinfecting all picnic tables and benches, installing and reinstalling, where necessary, caution tape to restrict use of gazebos, picnic tables, drinking fountains, play structures, swings, and any other structures customarily used by the public.

Board approval of this action would ratify the initial term of the agreement, which was in accordance with the General Manager's signature authorization policy, and retroactively authorize the month-to-month extension of Emergency Protective Measures to be rendered by Adame Landscape, Inc. until such measures are deemed no longer needed.

FISCAL IMPACT:

If approved, the Fiscal Impact of extending this Professional Services Agreement on a month-to-month basis will be approximately \$7,500 per month, which would be paid out of the appropriate fund accounts. Additionally, the District will submit a Request for Public Assistance from the Federal Emergency Management Agency (FEMA) to reimburse up to 75% of costs incurred by Valley-Wide to perform the Emergency Protective Measures.

ATTACHMENTS:

1. Professional Services Agreement – Emergency Protective Measures

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

**VALLEY-WIDE RECREATION AND PARK DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

FOR

**EMERGENCY PROTECTIVE MEASURES
(COVID-19)**

1. PARTIES AND DATE.

This Agreement is made and entered into this **23rd** day of **March, 2020**, by and between the **Valley-Wide Recreation and Park District, a Recreation and Park District** formed and operating under California Public Resources Code 5780 *et seq.* with its principal place of business at 901 West Esplanade Ave, San Jacinto, CA 92581 ("District") and **French Valley Park Specialists, Inc.** with its principal place of business at 41863 Juniper Street, Murrieta, CA 92562 ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to provide protective emergency measures to abate the spread of the Coronavirus (COVID-19) pursuant to the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to provide emergency protective measures as described in Exhibit "A".

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional contractor services necessary for the

Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 24, 2020 to June 30, 2020, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.1.3 Renewable Term. The District reserves the right to extend this agreement every 30 days and to continuously extend this contract agreement until emergency protective measures are deemed no longer needed as determined by the District. This agreement shall remain in place unless otherwise specified in writing within 30 days prior to expiration.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of District. In the event that District and

Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the District. The key personnel for performance of this Agreement are as follows:.

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Rudy Adame, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence and if written with an aggregate, the aggregate shall be double per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

- (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval.

The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (b) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

- (6) Applicability: That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- (B) The policy or policies of insurance required by Section 3.2.10.2 (c) Workers' Compensation shall be endorsed, as follows:
 - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.10.4 Deductible. Any deductible or self-insured retention must be approved in writing by the District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.6 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the District. The District shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

3.2.10.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.8 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the District as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" and agreed upon by District. The total compensation of all proposals within the initial Term of this Agreement **shall not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000)**, without written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District except for the items listed in the scope of work.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work

which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

~~3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, Los Angeles Riverside Orange County, or at the percentage rate set forth in Exhibit "C."~~

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to

District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Backflow Prevention Assembly Test Maintenance Reports and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: FRENCH VALLEY SPECIALISTS, INC.
41863 Juniper Street
Murrieta, California 92562
Attn: Rudy Adame

District: VALLEY-WIDE RECREATION AND PARK DISTRICT
901 W. Esplanade Ave.
P.O. Box 907
San Jacinto, California 92581
Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification.

3.5.5.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees, and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor.

3.5.5.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents and/or volunteers as part of any such claim, suit, action or proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its directors, officials, officers, employees and agents and/or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 District's Right to Employ Other Contractors. District reserves right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

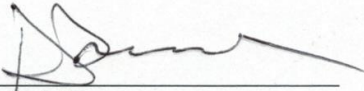
3.7 Force Majeure

3.7.1 Force Majeure Events. Notwithstanding anything to the contrary contained in this agreement, the District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Contractor waives any right of recovery against the District and Contractor shall not charge results of "acts of God" to District, its officers, employees, or agents.

**VALLEY-WIDE RECREATION
AND PARK DISTRICT**

**FRENCH VALLEY PARK
SPECIALISTS, INC.**

By: _____
Dean Wetter
General Manager

By: 

Rudy Adame
President

Attest:

Attest:

By: _____
Lanay Negrete
Clerk to the Board of Directors

By: _____
Secretary

EXHIBIT "A"
SCOPE OF SERVICES

Scope.

Emergency protective measures to abate the spread of the Corona virus (COVID-19), contactor will routinely disinfect all picnic tables and benches; install and reinstall, where necessary, caution tape to restrict use of gazebos, picnic tables, drinking fountains, play structures and swings, and any other structures customarily used by the public, at facilities currently serviced by Contractor.

EXHIBIT "B"
SCHEDULE OF SERVICES

NOT APPLICABLE. ALL SERVICES ARE SCHEDULED WITH VALLEY-WIDE RECREATION AND PARK DISTRICT.

EXHIBIT "C"
COMPENSATION

Compensation.

Disinfecting of picnic tables and benches per park - billed monthly at \$408.75.

Extra Work as deemed necessary to abate the spread of the Corona virus (COVID-19) and agreed upon by District shall be invoiced at \$25.00 per hour, per laborer, plus materials.

Exhibit "D"
Federal Emergency Management Agency (FEMA)
Emergency or Exigent Circumstances

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) as it pertains to procurements under grants conducted under emergency or exigent circumstance for COVID-19; the following contract provisions are made part of the original contract and incorporated herein by reference.

- A. Access to Records. The following access to records requirements apply to this contract:
1. The Contractor agrees to provide **VALLEY-WIDE RECREATION AND PARK DISTRICT**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 4. In compliance with the Disaster Recovery Act of 2018, **VALLEY-WIDE RECREATION AND PARK DISTRICT** and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- B. DHS Seal, Logo, and Flags
1. "The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."
- C. Compliance with Federal Law, Regulations, and Executive Orders
1. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

D. No Obligation by Federal Government

1. “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.”

E. Program Fraud and False or Fraudulent Statements or Related Acts

1. “The Contractor acknowledges that 31 U.S.C. Chap 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

F. Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2. C.F.R. § 180.925).
2. The Contractor must comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. His certification is a material representation of fact relied upon by **VALLEY-WIDE RECREATION AND PARK DISTRICT, a Special District**. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **VALLEY-WIDE RECREATION AND PARK DISTRICT, a Special District**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ACTION ITEM
ITEM 15.06

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AGENDA REPORT

Item No. 15.06

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Professional Services Agreement with Adame Landscape, Inc. for COVID-19 Emergency Protective Measures

RECOMMENDED ACTION:

That the Board of Directors:

1. Ratify the Professional Services Agreement between Valley-Wide Recreation and Park District and Adame Landscape, Inc. for Emergency Protective Measures pertaining to COVID-19; and
2. Retroactively authorize \$11,117 in expenses that exceeded the initial agreement amount; and
3. Retroactively authorize the month-to-month extension of the Professional Services Agreement for Emergency Protective Measures from July 1, 2020, until such measures are deemed no longer needed.

ANALYSIS:

On March 22, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of the unprecedented COVID-19. As part of the District's joint efforts with other state agencies to abate the spread of COVID-19, Adame Landscape, Inc. was requested to perform Emergency Protective Measures at Valley-Wide park facilities in which they already provide contract maintenance services. Emergency Protective Measures include routinely disinfecting all picnic tables and benches, installing and reinstalling, where necessary, caution tape to restrict use of gazebos, picnic tables, drinking fountains, play structures, swings, and any other structures customarily used by the public.

Board approval of this action would ratify the initial term of the agreement, which was in accordance with the General Manager's signature authorization policy, and retroactively authorize the month-to-month extension of Emergency Protective Measures to be rendered by Adame Landscape, Inc. until such measures are deemed no longer needed.

FISCAL IMPACT:

If approved, the Fiscal Impact of extending this Professional Services Agreement on a month-to-month basis will be approximately \$9,900 per month, which would be paid out of the appropriate fund accounts. Additionally, the District will submit a Request for Public Assistance from the Federal Emergency Management Agency (FEMA) to reimburse up to 75% of costs incurred by Valley-Wide to perform the Emergency Protective Measures.

ATTACHMENTS:

1. Professional Services Agreement – Emergency Protective Measures

Prepared by: James Salvador
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter



**VALLEY-WIDE RECREATION AND PARK DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR
EMERGENCY PROTECTIVE MEASURES
(COVID-19)**

1. PARTIES AND DATE.

This Agreement is made and entered into this **23rd** day of **March, 2020**, by and between the **Valley-Wide Recreation and Park District, a Recreation and Park District** formed and operating under California Public Resources Code 5780 *et seq.* with its principal place of business at 901 West Esplanade Ave, San Jacinto, CA 92581 ("District") and **Adame Landscape, Inc.** with its principal place of business at 41863 Juniper Street, Murrieta, CA 92562 ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to provide protective emergency measures to abate the spread of the Coronavirus (COVID-19) pursuant to the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to provide emergency protective measures as described herein this agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional contractor services necessary for the

Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 24, 2020 to June 30, 2020, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.1.3 Renewable Term. The District reserves the right to extend this agreement every 30 days and to continuously extend this contract agreement until emergency protective measures are deemed no longer needed as determined by the District, based on the Riverside County Health Officer and/or State of California. This agreement shall remain in place unless otherwise specified in writing within 30 days prior to expiration.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of

at least equal competence upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the District. The key personnel for performance of this Agreement are as follows:

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Rudy Adame, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence and if written with an aggregate, the aggregate shall be double per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

- (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval.

The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (b) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

- (6) **Applicability:** That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- (B) The policy or policies of insurance required by Section 3.2.10.2 (c) Workers' Compensation shall be endorsed, as follows:
 - (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.10.4 **Deductible.** Any deductible or self-insured retention must be approved in writing by the District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.5 **Evidence of Insurance.** The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.6 **Failure to Maintain Coverage.** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the District. The District shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

3.2.10.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.8 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the District as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" and agreed upon by District. The total compensation of all proposals within the initial Term of this Agreement **shall not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000)**, without written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District except for the items listed in the scope of work.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work

which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

~~3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, Los Angeles Riverside Orange County, or at the percentage rate set forth in Exhibit "C."~~

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to

District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Backflow Prevention Assembly Test Maintenance Reports and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: ADAME LANDSCAPE, INC.
41863 Juniper Street
Murrieta, California 92562
Attn: Rudy Adame

District: VALLEY-WIDE RECREATION AND PARK DISTRICT
901 W. Esplanade Ave.
P.O. Box 907
San Jacinto, California 92581
Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification.

3.5.5.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees, and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor.

3.5.5.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents and/or volunteers as part of any such claim, suit, action or proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its directors, officials, officers, employees and agents and/or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 District's Right to Employ Other Contractors. District reserves right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor warrants and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.


3.7 Force Majeure

3.7.1 Force Majeure Events. Notwithstanding anything to the contrary contained in this agreement, the District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Contractor waives any right of recovery against the District and Contractor shall not charge results of "acts of God" to District, its officers, employees, or agents.

**VALLEY-WIDE RECREATION
AND PARK DISTRICT**

ADAME LANDSCAPE, INC.

By: _____
Dean Wetter
General Manager

By: 

Rudy Adame
President

Attest:

Attest:

By: _____
Lanay Negrete
Clerk to the Board of Directors

By: _____
Secretary

EXHIBIT "A"
SCOPE OF SERVICES

Scope.

Emergency protective measures to abate the spread of the Coronavirus (COVID-19). Contactor will routinely disinfect all picnic tables and benches; install and reinstall, where necessary, caution tape to restrict use of gazebos, picnic tables, drinking fountains, play structures and swings, and any other structures customarily used by the public, at facilities currently serviced by Contractor.

EXHIBIT "B"
SCHEDULE OF SERVICES

NOT APPLICABLE. ALL SERVICES ARE SCHEDULED WITH VALLEY-WIDE RECREATION AND PARK DISTRICT.

EXHIBIT "C"
COMPENSATION

Compensation.

Disinfecting of picnic tables and benches per park facility - billed monthly at \$408.75.
Extra Work as deemed necessary to abate the spread of the Coronavirus (COVID-19), and agreed upon by District, shall be invoiced at \$25.00 per hour, per laborer, plus materials.

Exhibit "D"
Federal Emergency Management Agency (FEMA)
Emergency or Exigent Circumstances

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) as it pertains to procurements under grants conducted under emergency or exigent circumstance for COVID-19; the following contract provisions are made part of the original contract and incorporated herein by reference.

- A. Access to Records. The following access to records requirements apply to this contract:
1. The Contractor agrees to provide **VALLEY-WIDE RECREATION AND PARK DISTRICT**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 4. In compliance with the Disaster Recovery Act of 2018, **VALLEY-WIDE RECREATION AND PARK DISTRICT** and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- B. DHS Seal, Logo, and Flags
1. "The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."
- C. Compliance with Federal Law, Regulations, and Executive Orders
1. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

D. No Obligation by Federal Government

1. “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.”

E. Program Fraud and False or Fraudulent Statements or Related Acts

1. “The Contractor acknowledges that 31 U.S.C. Chap 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

F. Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2. C.F.R. § 180.925).
2. The Contractor must comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. His certification is a material representation of fact relied upon by **VALLEY-WIDE RECREATION AND PARK DISTRICT, a Special District**. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **VALLEY-WIDE RECREATION AND PARK DISTRICT, a Special District**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ACTION ITEM
ITEM 15.07

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AGENDA REPORT

Item No. 15.07

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Plumbing Services Purchase Order

RECOMMENDED ACTION:

That the Board of Directors authorize Purchase Orders, with a total not-to-exceed amount of \$100,000 in Fiscal Year 2020/2021, to engage services of plumbing companies to complete basic maintenance repairs as well as other plumbing services needed within the District.

ANALYSIS:

Valley-Wide Recreation and Park District is responsible for one hundred (100) parks, trails, and facilities over an 800 square mile service area. Often, plumbing issues arise without warning and staff needs to move quickly to make repairs in the best interest of the District. The below chart references four (4) plumbing contractors and their current rates that can provide the needed services to the District.

Contractor	Location	Trip Charge	Hourly Rate	Clogged Drain	Replacing Flushometer
Fargo Plumbing	Hemet, CA	\$0	\$75	\$75 - \$100	Hourly + parts
JTS Plumbing, Inc.	Temecula, CA	\$125	\$94.50	N/A	N/A
E.R. Block Plumbing, Inc.	Riverside, CA	\$125 - \$175	\$125 - \$175	\$150	Hourly + parts
Montgomery Plumbing, Inc.	Moreno Valley, CA	\$127.50	\$127.50	\$225	Hourly + parts

If authorized, Staff would engage the services of these plumbing contractors to perform a range of on-call plumbing services, which would also include minor accessibility compliance remediation work.

FISCAL IMPACT:

The charges against these contracts will be billed to appropriate funding source on an as-needed basis. Additionally, the agreements are set up as an allowance amount as-needed and do not obligate the District to use the full amount, rather only payments for services rendered.

Prepared by: James Edwards
 Reviewed by: James Salvador
 Approved by: Dean Wetter

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ACTION ITEM
ITEM 15.08

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AGENDA REPORT

Item No. 15.08

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

Resolution Supporting Nomination of Dean
Wetter to the California Association for Park
and Recreation Indemnity Board of Directors

RECOMMENDED ACTION:

That the Board of Directors approve Resolution No. 1156-20 supporting the nomination of Dean Wetter to the California Association for Park and Recreation Indemnity Board of Directors.

ANALYSIS:

The California Association for Park and Recreation Indemnity (CAPRI) is one of the 150 Joint Powers Authorities (JPA) in the State of California. JPA's were designed and developed to meet the specific needs of the member entities, many of which were formed to provide insurance coverages, risk management safety and loss prevention services. This program of self-insurance is permitted under Government Code Sections 6500 and 990.8. CAPRI provides self-insurance and related services to members of California Association of Recreation and Park Districts (CARPD). Through this program recreation and park agencies are able to pool member contributions and realize the advantages of self-insurance.

Approval of Resolution No. 1156-20 will authorize Dean Wetter's continuation of service for the upcoming term beginning in 2020.

ATTACHMENTS:

1. Resolution 1156-20

Prepared by: Lanay Negrete
Reviewed by: James Salvador
Approved by: Dean Wetter

RESOLUTION NO. 1156-20

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY-WIDE RECREATION AND PARK DISTRICT SUPPORTING THE NOMINATION OF DEAN WETTER TO THE CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY BOARD OF DIRECTORS

WHEREAS, the Valley-Wide Recreation and Park District is a member of the California Association for Park and Recreation Indemnity which has been formed to further the interests of recreation and park service for the people of the State of California; and

WHEREAS, Dean Wetter is hereby nominated to serve on the Board of Directors which adopts policy and governs the affairs of the California Association of Recreation and Park Indemnity; and

WHEREAS, it is to the advantage and in the best interest of the Valley-Wide Recreation and Park District to have a representative on the Board of Directors of the California Association for Park and Recreation Indemnity.

NOW, THEREFORE, BE IT RESOLVED, that Dean Wetter is hereby authorized and directed to serve on the Board of Directors of the California Association for Park and Recreation Indemnity and to serve as such within the scope of his duties.

PASSED, APPROVED AND ADOPTED this 21st day of September 2020.

Lanay Negrete, Clerk of the Board

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

VALLEY-WIDE RECREATION AND PARK DISTRICT)

I, Lanay Negrete, Clerk of the Board of the Valley-Wide Recreation and Park District, County of Riverside, State of California do hereby certify that the foregoing Resolution No. 1156-20 was adopted by the Board of Directors of said Valley-Wide Recreation and Park District at a regular meeting of said Board of Directors held on the 21st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lanay Negrete, Clerk of the Board

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***BOARD
INFORMATION,
DISCUSSION,
DIRECTION
ITEM 16.02***

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AGENDA REPORT

Item No. 16.02

**BOARD OF DIRECTORS
MEETING:**

September 21, 2020

SUBJECT:

LAFCO 2020-14-3 – Annexation to Valley-
Wide Recreation and Park District –
Certificate of Completion (TR No. 31130)

INFORMATIONAL ITEM

ANALYSIS:

Tract Map No. 31130, located south of Mayberry Avenue, west of Thacker Drive, north of Whittier Avenue, and east of Fairview Avenue, is a 10-acre subdivision planned to have 16 half-acre lots. The property was just east out of Valley-Wide's service jurisdiction and was required to annex into the District through Riverside Local Agency Formation Commission (LAFCO) annexation proceedings. As part of this process, on January 23, 2020, Valley-Wide provided LAFCO a Plan of Service letter and on July 23, 2020 they approved the annexation by adopting the attached LAFCO Resolution No. 13-20.

The project is required to form a Community Facilities District (CFD) with Valley-Wide for the maintenance of the parkway landscaping and neighborhood parks, which currently includes Jim Venable Exchange Club Park and Louis M. Jackson Park / Valle Vista Community Center. Valley-Wide CFD proceedings for this project will be held at future Board of Directors meetings.

FISCAL IMPACT:

This is an informational item and there is no fiscal impact at this time.

ATTACHMENTS:

1. Exhibit "A" – LAFCO Certificate of Completion
2. Exhibit "B" – Unapproved Maintenance Exhibit (for reference only)

Prepared by: Loretta Domenigoni
Reviewed by: James Salvador
Approved by: Dean Wetter



September 9, 2020

State Board of Equalization
Tax Area Services Section
450 N Street, MIC:59
Post Office Box 942879
Sacramento, California 94279-0059

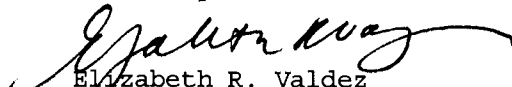
SUBJECT: LAFCO 2020-14-3-Annexation to Valley-Wide Recreation & Park District (TR 31130)

Pursuant to California law, you will find enclosed the following documents relating to the above-referenced action:

1. Statement of Boundary Change.
2. Certificate of Completion.
3. LAFCO Resolution No. 13-20
4. Map and boundary description.

Please file the above documents and acknowledge receipt at your earliest convenience.

Sincerely,


Elizabeth R. Valdez
Commission Clerk

cc: Registrar of Voters, Rebecca Spence - email
Registrar of Voters, Art Tinoco - email
Registrar of Voters, Chuck Skaggs - email
RCIT - Damian Laning - email
RCIT - GIS, Vinnie Nguyen - email
RCIT - GIS, Stella Spadafora - email
RCIT - GIS, Mickey Zolezio - email
TLMA, County Survey, Richard Lantis - email
TLMA, County Survey, Paul Hillmer - email
Assessor's Office, Peter Aldana - email
Assessor's Office, Vanessa Sanchez - email
Executive Office, Rania Odenbaugh - email
Auditor-Controller's Office, Paul Angulo - email
Auditor-Controller's Office, Fendy Kao - email
Environmental Health, Keith Jones, Director - email
Clerk of the Board, Kecia Harper - email
GeoSpective Technologies, Elizabeth Dover - email
Valley-Wide Recreation and Park District, Dean Wetter, Dist. Mgr - email
Valley-Wide Recreation and Park District, Laney Negrete, Dist. Clerk - email
Elias Marana, Applicant - email
Blaine A. Womer Civil Engineering - email

STATEMENT OF BOUNDARY CHANGE

Please mail to: California State Board of Equalization, Tax Area Services Section,
450 N Street, MIC:59, P.O. Box 942879, Sacramento, CA 94279-0059.
www.boe.ca.gov

BOE File No.: _____

COUNTY Riverside	COUNTY NUMBER 33	ACREAGE 10.09	FEE \$500.00	RES./ORD. NUMBER
CONDUCTING AUTHORITY Riverside Local Agency Formation Commission				LAFCO. RES. 13-20
SHORT FORM DESIGNATION LAFCO 2020-14-3-Annexation to Valley-Wide Recreation & Park District (TR 31130)				EFFECTIVE DATE September 8, 2020

1. TYPE OF ACTION

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> City - Annexation (02) | <input type="checkbox"/> District - Formation (09) | <input type="checkbox"/> District - Name Change (11) | <input type="checkbox"/> School District - Unification (18) |
| <input type="checkbox"/> City - Detachment (14) | <input checked="" type="checkbox"/> District - Annexation (01) | <input type="checkbox"/> Reorganization (12) | <input type="checkbox"/> School District - Thompson Unified (19) |
| <input type="checkbox"/> City - Incorporation (04) | <input type="checkbox"/> District - Detachment (07) | <input type="checkbox"/> School District - Transfer of Territory (13) | |
| <input type="checkbox"/> Consolidation of TRA's (06) | <input type="checkbox"/> District - Consolidation (05) | <input type="checkbox"/> School District - Merger (17) | |
| <input type="checkbox"/> County Boundary Change (16) | <input type="checkbox"/> District - Dissolution/Removal from Board Roll (08) | | |

2. PRINCIPAL CITY/DISTRICT(S) AFFECTED BY ACTION [ENTER DISTRICT NAME(S)]

Valley-Wide Recreation & Park District (Annexation)	

3. AFFECTED TERRITORY

- | | | |
|---|--|--|
| <input type="checkbox"/> Inhabited | <input type="checkbox"/> Developed | <input type="checkbox"/> Will be taxed for existing bonded indebtedness or contractual obligations as set forth by the terms and conditions as stated in the resolution. |
| <input checked="" type="checkbox"/> Uninhabited | <input checked="" type="checkbox"/> Undeveloped | |
| Number of Areas: <u>1</u> | <input checked="" type="checkbox"/> Will not be taxed for existing bonded indebtedness or contractual obligations. | |

4. ELECTION

- An election authorizing this action was held on _____ (mm/dd/yyyy).
 This action is exempt from election.

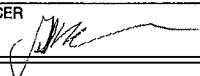
5. ENCLOSED ARE THE FOLLOWING ITEMS REQUIRED AT THE TIME OF FILING

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Fees | <input checked="" type="checkbox"/> Resolution of conducting authority | <input checked="" type="checkbox"/> Written geographic description |
| <input checked="" type="checkbox"/> Certificate of Completion (LAFCo. Only) | <input type="checkbox"/> County auditor's letter of TRA assignment (consolidated counties only) | <input checked="" type="checkbox"/> Map(s) and supporting documents |

6. CITY BOUNDARY CHANGES ONLY

- Map of limiting addresses Alphabetical list of all streets within the affected area to include beginning and ending street numbers
- Estimated Population: _____ Total assessed value of all property in subject territory: _____

REQUIRED: According to section 54902 of the Government Code, copies of these documents must be filed with the county auditor and county assessor.

The California State Board of Equalization will acknowledge receipt of filing to:		BOE USE ONLY	
NAME Gary Thompson		CHK #:	AMT:
TITLE Executive Officer			
AGENCY Riverside Local Agency Formation Commission		INT:	DIGITAL CONTENT:
ADDRESS (street, city, state, zip code) 6216 Brockton Ave., Suite 111-B, Riverside, CA 92506			
TELEPHONE NUMBER (include area code) 951-369-0631	FAX NUMBER (include area code)		
EMAIL ADDRESS evaldez@lafco.org			
SIGNATURE OF AGENCY OFFICER 	DATE September 9, 2020		



2020-0421088

09/08/2020 02:37 PM Fee: \$ 0.00

Page 1 of 8

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



Riverside LAFCO
6216 Brockton Avenue, Suite 111-B
Riverside, CA 92506
STOP #1030

368

CERTIFICATE OF COMPLETION


Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Section 57200 et seq. this Certificate is hereby issued by the Executive Officer of the Riverside Local Agency Formation Commission.

1. Short-form designation, as designated by LAFCO, is LAFCO 2020-14-3-Annexation to Valley-Wide Recreation & Park District (TR 31130).
2. The name of the city/district involved in this annexation and the kind or type of change ordered is as follows:

<u>City/District</u>	<u>Type of Change of Organization</u>
Valley-Wide Recreation & Park District	Annexation

3. The above-listed city/districts are located within the following county: Riverside.
4. A description of the boundaries of the above-cited annexation are shown on the attached map and boundary description, marked Exhibit "A" and by reference incorporated herein.
5. The territory is uninhabited.
6. This annexation has been approved subject to the terms and conditions outlined on the attached resolution.
7. Resolution No. 13-20 ordering this annexation was approved on July 23, 2020. A copy of the resolution is attached hereto and by reference incorporated herein.


I hereby certify that as Executive Officer for the Riverside Local Agency Formation Commission, the above-listed agency has completed the annexation pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.



 Gary Thompson
 Executive Officer

Date: September 8, 2020

The foregoing instrument is certified, under penalty of perjury, to be a true copy of the original on file in this office.



 Elizabeth R. Valdez, Commission Clerk
 Riverside Local Agency Formation Commission
 Executed on September 9, 2020 at
 Riverside, California

1 RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

2 RESOLUTION NO. 13-20

3 APPROVING THE ANNEXATION TO VALLEY-WIDE RECREATION AND PARK

4 DISTRICT (TR 31130)

5 LAFCO 2020-14-3

6
7 BE IT RESOLVED AND DETERMINED by the Riverside Local Agency
8 Formation Commission in regular session assembled on July 23, 2020
9 that LAFCO 2020-14-3-Annexation to Valley-Wide Recreation and Park
10 District (TR 31130), consisting of approximately 10 acres,
11 generally located south of Mayberry Avenue, west of Thacker Drive,
12 north of E. Whittier Avenue, and east of Fairview Avenue within the
13 unincorporated community of Valle Vista, as more particularly
14 described in Exhibit "A", attached hereto and made a part hereof,
15 is approved.

16 BE IT FURTHER RESOLVED, DETERMINED AND FOUND THAT:

17 1. Commission proceedings were commenced by landowner
18 petition, by Elias Marana, sole landowner.

19 2. The annexation is proposed to provide landscape
20 maintenance and recreational services by the Valley-Wide Recreation
21 and Park District.

22 3. The distinctive short form designation of the proposed
23 annexation is LAFCO 2020-14-3-Annexation to Valley-Wide Recreation
24 and Park District (TR 31130).

25 4. Find that the County of Riverside, as lead agency under
26 the California Environmental Quality Act (CEQA) has prepared a
27 Negative Declaration which includes the proposed annexation. The
28 Commission, as a responsible agency under CEQA, has reviewed and

1 considered the environmental documentation.

2 5. Based on the environmental documentation prepared by the
3 Lead Agency, and pursuant to CEQA Guidelines Sections 15162, 15163
4 and 15164, find the following:

5 a. There have not been any substantial changes proposed
6 to the project as analyzed in the negative declaration that require
7 major revisions of the CEQA documents because of new significant
8 environmental effects or a substantial increase in the severity of
9 previously identified significant effects.

10 b. There have not been any substantial changes with
11 respect to the circumstances under which the proposed project is
12 undertaken that require major revisions of the CEQA documents, due
13 to the involvement of new significant environmental effects or a
14 substantial increase in the severity of previously identified
15 significant effects.

16 c. There is no new information of substantial
17 importance, which was not known and could not have been known with
18 the exercise of reasonable diligence at the time the negative
19 declaration was adopted, that shows any of the following:

20 (1) The project will have one or more significant
21 effects not discussed in the negative declaration;

22 (2) Significant effects previously examined will be
23 substantially more severe than shown in the negative declaration;

24 (3) Mitigation measures or alternatives previously
25 found not to be feasible would in fact be feasible, and would
26 substantially reduce one or more significant effects of the project,
27 but the project proponents decline to adopt the mitigation measure
28 or alternative;

1 (4) Mitigation measures or alternatives which are
2 considerably different from those analyzed in the negative
3 declaration would substantially reduce one or more significant
4 effects on the environment, but the project proponents decline to
5 adopt the mitigation measure or alternative.

6 Accordingly, no further environmental documentation is
7 required.

8 6. Find that there are no direct or indirect environmental
9 effects of the proposed annexation. Therefore, pursuant to CEQA
10 Guidelines Sections 15096(g), there are no mitigation measures to
11 be adopted by LAFCO for the proposed change of organization.

12 7. The boundaries of the territory as set forth in Exhibit
13 "A", attached hereto and incorporated herein by this reference have
14 been approved.

15 8. The proposed annexation is consistent with the sphere of
16 influence of the Valley-Wide Recreation and Park District and the
17 spheres of influence of all other local agencies affected by the
18 approval of this proposal.

19 9. The territory to be annexed is legally uninhabited.

20 10. The proposal has the written consent of 100 percent of
21 the affected landowners.

22 11. The affected area will not be taxed for existing general
23 bonded indebtedness of the Valley-Wide Recreation and Park District
24 related to this annexation.

25 12. The regular county assessment roll will be utilized.

26 13. The annexation is approved subject to the following terms
27 and conditions:

28 a. In accordance with Government Code Section 56886(t)

1 and 57330, the subject territory shall be subject to the levying
2 and collection of any previously authorized charge, fee,
3 assessment, or tax of the Valley-Wide Recreation and Park District.

4 b. The Valley-Wide Recreation and Park District shall
5 defend, indemnify, and hold harmless the Riverside Local Agency
6 Formation Commission ("LAFCO"), its agents, officers, and employees
7 from any claim, action, or proceeding against LAFCO, its agents,
8 officers, and employees to attack, set aside, void, or annul any
9 approval of LAFCO concerning this proposal.

10 14. Pursuant to Government Code Section 56662(d), waive
11 protest proceedings, and make the following determinations:

12 a. The affected territory is legally uninhabited.

13 b. All owners of land have given their written consent
14 to the proposal.

15 c. No subject agency has submitted written opposition
16 to a waiver of protest proceedings.

17 15. The Executive Officer is directed to prepare and execute
18 a Certificate of Completion upon receipt of fees required by
19 Government Code Section 54902.5 (made payable to the State Board of

20 //

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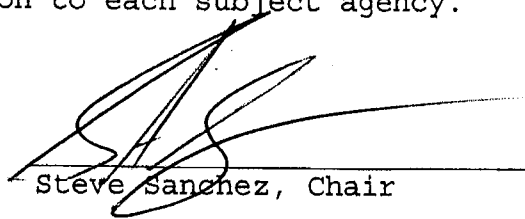
1 Equalization) and compliance with all applicable terms and
2 conditions.

3 16. The Executive Officer is directed to transmit a certified
4 copy of this resolution to each subject agency.

5 //

6 //

7



Steve Sanchez, Chair

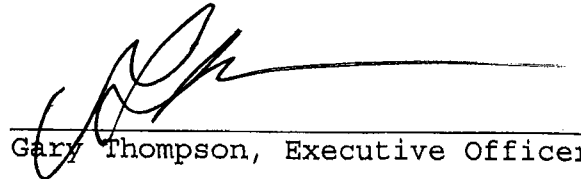
8 //

9 I certify the above resolution was passed and adopted by the
10 Riverside Local Agency Formation Commission on July 23, 2020.

11 //

12 //

13



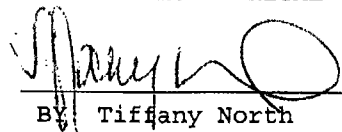
Gary Thompson, Executive Officer

14 //

15 //

FORM APPROVED LEGAL COUNSEL

16



BY Tiffany North DATE 7/24/2020

17

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EXHIBIT "A"

LAFCO 2020-14-3
ANNEXATION TO VALLEY-WIDE RECREATION AND PARK DISTRICT
(TRACT 31130)

PARCEL 1:

BEING THE SOUTHWEST QUARTER OF FARM LOT 105 OF THE LANDS OF THE FAIRVIEW LAND AND WATER COMPANY WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SAN BERNARDINO MERIDIAN AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 307 OF MAPS, RECORDS OF SAN DIEGO COUNTY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF FARM LOT 105, BEING ALSO THE CENTER LINE INTERSECTION OF FAIRVIEW AVENUE AND WHITTIER AVENUE;

COURSE 1. NORTH 00°06'32" EAST, A DISTANCE OF 666.30 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF FARM LOT 105 AND SAID CENTER LINE OF FAIRVIEW AVENUE TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF FARM LOT 105, BEING ALSO THE SOUTHWEST CORNER OF TRACT No. 31787 AS SHOWN BY MAP ON FILE IN BOOK 433, PAGES 77 THROUGH 79, INCLUSIVE, OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA;

COURSE 2. SOUTH 89°32'36" EAST, A DISTANCE OF 658.53 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF FARM LOT 105 AND THE SOUTH LINE OF SAID TRACT No. 31787 TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF FARM LOT 105 AND THE SOUTHEAST CORNER OF SAID TRACT No. 31787, BEING ALSO A POINT ON THE WEST LINE OF TRACT No. 22370 AS SHOWN BY MAP ON FILE IN BOOK 255, PAGES 29 THROUGH 33, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA;

COURSE 3. SOUTH 00°12'28" WEST, A DISTANCE OF 670.23 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF FARM LOT 105 AND SAID WEST LINE OF TRACT No. 22370 TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF FARM LOT 105 AND THE SOUTHWEST CORNER OF SAID TRACT No. 22370, BEING ALSO A POINT ON THE CENTER LINE OF SAID WHITTIER AVENUE;

COURSE 4. NORTH 89°12'01" WEST, A DISTANCE OF 657.41 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF FARM LOT 105 AND SAID CENTER LINE OF WHITTIER AVENUE TO THE POINT OF BEGINNING.

CONTAINS 10.09 ACRES, MORE OR LESS.

APPROVED BY THE
LOCAL AGENCY FORMATION COMMISSION

Oyston Cip 7/23/2020

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: <i>[Signature]</i>
DATE: <i>7/1/2020</i>



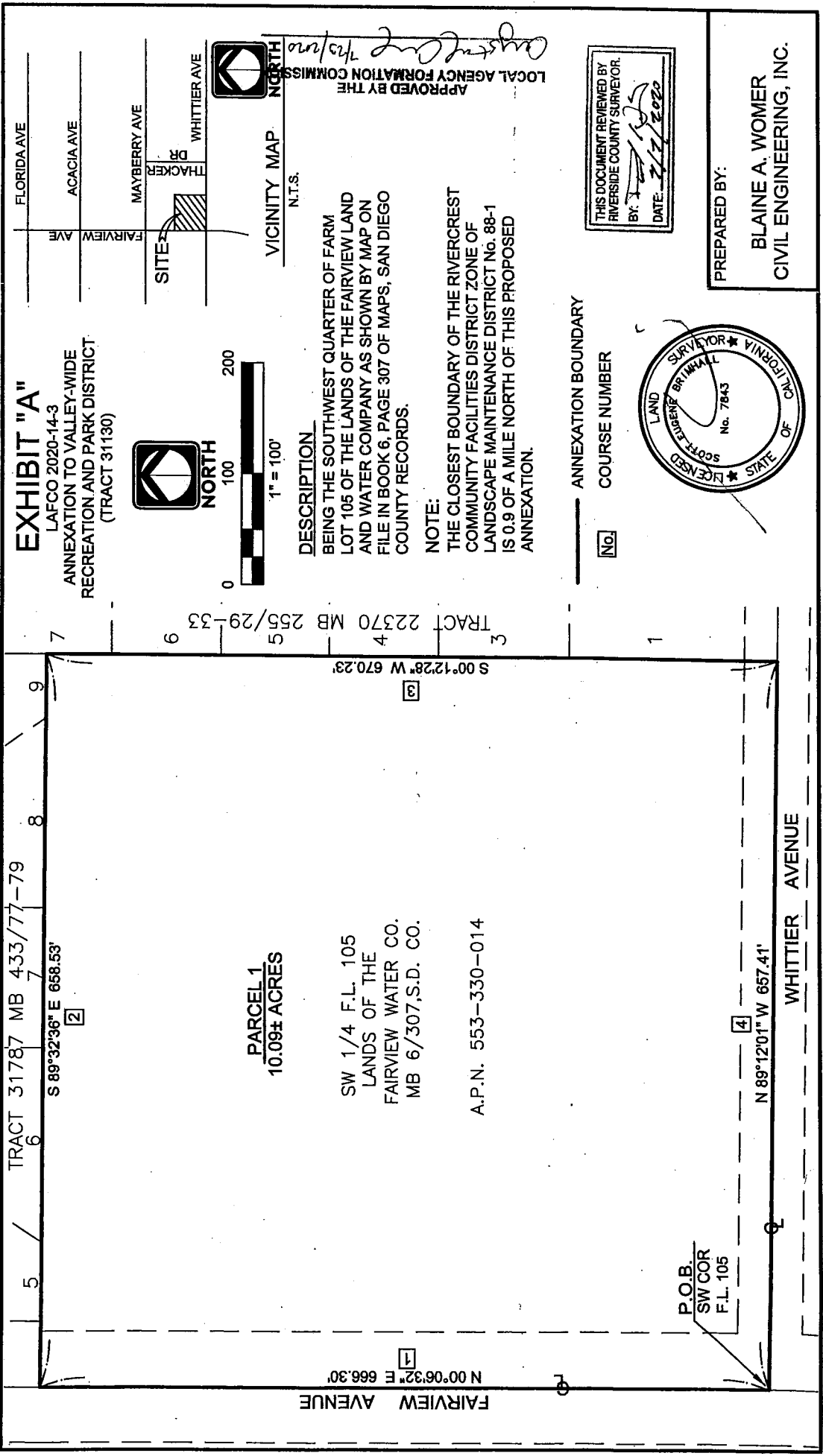
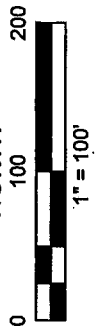


EXHIBIT "A"

LAFCO 2020-14-3
ANNEXATION TO VALLEY-WIDE
RECREATION AND PARK DISTRICT
(TRACT 31130)



PARCEL 1
10.09± ACRES

SW 1/4 F.L. 105
LANDS OF THE
FAIRVIEW WATER CO.
MB 6/307,S.D. CO.

A.P.N. 553-330-014

P.O.B.
SW COR
F.L. 105

VICINITY MAP
N.T.S.



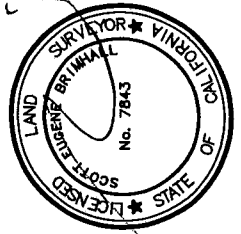
APPROVED BY THE
LOCAL AGENCY FORMATION COMMISSION

DESCRIPTION
BEING THE SOUTHWEST QUARTER OF FARM
LOT 105 OF THE LANDS OF THE FAIRVIEW LAND
AND WATER COMPANY AS SHOWN BY MAP ON
FILE IN BOOK 6, PAGE 307 OF MAPS, SAN DIEGO
COUNTY RECORDS.

NOTE:
THE CLOSEST BOUNDARY OF THE RIVERCREST
COMMUNITY FACILITIES DISTRICT ZONE OF
LANDSCAPE MAINTENANCE DISTRICT No. 88-1
IS 0.9 OF A MILE NORTH OF THIS PROPOSED
ANNEXATION.

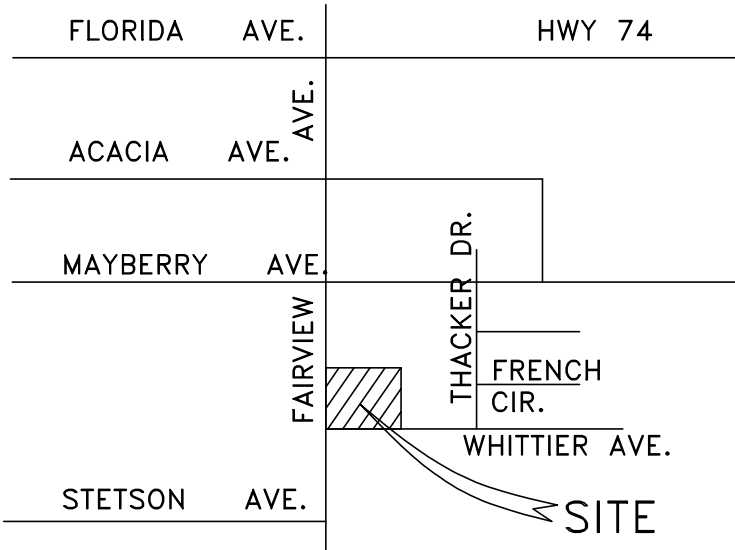
ANNEXATION BOUNDARY
[No.] COURSE NUMBER

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: [Signature]
DATE: 2/17/2020






PREPARED BY:
BLAINE A. WOMER
CIVIL ENGINEERING, INC.

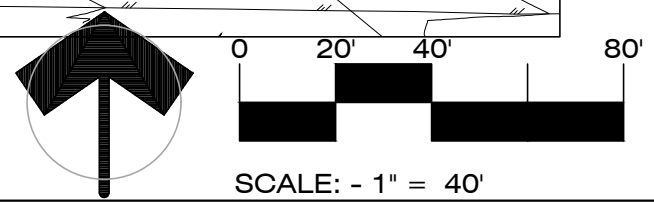
VALLE VISTA



VICINITY MAP
NOT TO SCALE
SEC. 12, T8S, R2W, S.B.B.M.



SYM.	AREA DESCRIPTION	QTY.
	ROW LANDSCAPE AREA MAINTAINED BY VALLEY-WIDE	11,684.92 sq.ft.
	PARKWAY LANDSCAPE AREA MAINTAINED BY VALLEY-WIDE	1,544.63 sq.ft.
	BLOCK WALL ADJACENT TO LANDSCAPE MAINTAINED BY VALLEY-WIDE	2,970 In.ft.
TOTAL LANDSCAPE AREA MAINTAINED BY VALLEY-WIDE = 13,229.55 sq.ft.		
*NOTE: NO ENTRY MONUMENT PROPOSED		



VALLEY-WIDE RECREATION & PARK DISTRICT APPROVAL

Planning Department

Date:

WHITTIER SUBDIVISION - TRACT# 31130
LISA JEAN COURT, TACOMA LANE, MARK COURT
LANDSCAPE MAINTENANCE EXHIBIT

PREPARED BY:
S.R. CLARKE LANDSCAPE ARCHITECTURE & DEVELOPMENT
110 COPPERWOOD WAY #P
OCEANSIDE, CA 92058
760-716-3100
CA. LLA #5299





***NEWS ARTICLES,
THANK YOU'S,
RECREATION
REPORTS***

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On behalf of the family Duran, we would like to thank each and everyone of the Valley wide family for everything you all did for my Dad Martin and our family. We have no words to express our gratitude
God Bless you all ♥

- Duran
family ♥

You are so very nice!

Menifee City Council reluctantly approves the 70-foot AT&T cell tower proposed in Wheatfield Park

By **Tony Ault** - August 13, 2020

After months of deliberation and a lawsuit now filed by AT&T, the Menifee City Council reluctantly gave the go ahead for the telecommunications company to build their proposed 70-foot high cell tower in Valley-Wide's Wheatfield Park during the Wednesday, Aug. 5, regular city council meeting.

The cell tower that will be housed in a 70-high clock tower in the middle of the park located in the city at 30627 Menifee Road is owned and operated by the Valley-Wide Recreation and Park District. Though owned by the recreation district, any permanent structure on the property needs to be approved by the city and follow its city building and safety codes. The cell tower, which was carefully designed to fit in with the architecture and follow city codes, initially received the OK from the city planning commission but an outcry from the area residents brought the council to waive the planning commission recommendation, saying AT&T should find a better place to build the tower.

AT&T said there were too many areas surrounding the park where calls were being dropped and it was hindering local public safety agency responses to accidents and crimes and a tower at the park would resolve those coverage problems. They also argued federal law would allow them to place their towers or equipment wherever needed to better provide communication to the most people, essential businesses and services and during major emergencies.

AT&T said refusal from Mt. San Jacinto College to build on their Menifee Campus, a nearby property owner and from the Bell Mountain Middle School where another tower is already located was found inadequate for the needed additional cellphone coverage, making it impossible to change the location.

Still, the council decided to continue the AT&T Wheatfield Cell Tower hearings until Wednesday and the approval of the required conditional use permits until a better location could be found. AT&T filed a lawsuit against the city, which means according to the city's attorney Jeff Melching, the city should "remand" their decision.

He said his firm looked over the lawsuit and determined AT&T would most likely win at a high legal cost to the city and if they won, they could build the tower any way they wanted at the location, ignoring the prior use and construction agreements made with the city.

"It is clear we have risk," Melching said. "AT&T has risk, but the city has more risk."

With that, the council discussed the ramifications of continuing their decision to override the planning commission's recommendation for approval.

District 3 councilmember Lesa Sobek said, "We have our hands tied," before agreeing to letting AT&T go ahead and build the tower in the park.

Councilmember Matthew Liesemeyer from District 2 said, "I ask for the city's forgiveness, but the cost of litigation is too high. We don't have much of a choice."

He voted to let the tower be built.

District 4 Councilmember Dean Deines shaking his head said, "It is frustrating," and voted yes to the AT&T project.

Mayor Bill Zimmerman said, "I don't want it here," but whatever judgment the court handed down, it would still be true that the property it will be built on "is not our property." Asked if Valley-Wide Recreation and Park District had an input on the matter, the staff said they offered none.

The final decision made by the council was to remand their initial denial and give AT&T the conditional use permit they sought.

Melching said up to this point the cost of reviewing the lawsuit was minimal but would increase substantially, win or lose, if it went before the court.

A lengthy discussion on a proposed Menifee legislative platform followed the Wheatfield tower discussion. The legislative platform was designed to adopt official city positions on matters affecting the city at the local, regional, state and federal levels. The approval will allow city staff and legislative advocates to address and track issues in a timely manner pursuant to established procedures. The legislative program consists of the legislative platform, policy and procedures to coordinate advocacy efforts to influence results, legislative history and legislative tracking, according to the staff report.

After giving their approval of the legislative platform, the staff was handed a list of issues in different categories for them to either support or deny.

Specifically, the procedure allows the staff and council to give their opinion on: "legislation at both the state and federal levels may be supported or opposed based on the approved legislative platform. In addition, positions of 'support if amended' and 'oppose unless amended' may be conveyed if concurrent with the platform. The city may also provide a letter of concern or interest without taking a formal position on the legislation.

"The city manager will review requests to take positions on an issue. For approved requests in accordance with the platform, a communication will be prepared for the mayor's approval and signature. Requests inconsistent with the platform or silent on issues will be placed on a city council agenda for consideration," according to the staff report.

Many of those issues brought questions from different members of the council, resulting in some being returned to the staff for further study or being held until more information was gleaned and reported to council. The platform, according to staff, would help provide the council's views in a much more timely manner to other county, state and federal government agencies in hopes of making a difference in their decisions.

Menifee and many other cities in the Inland Empire are members of the League of California Cities that also provides timely information about legislation that could affect the residents of the region, the counties and cities.

Tony Ault can be reached by email at tault@reedermedia.com.



Tony Ault

Under pressure, Council approves cell tower for Wheatfield

<http://www.menifee247.com/2020/08/under-pressure-city-council-approves-cell-tower-for-wheatfield.html>



Graphic shows the proposed location and design of a cell tower to be placed in Wheatfield Park.

By Doug Spoon, Editor

Faced with a lawsuit it was told it could not win, the Menifee City Council last week reversed its earlier position and voted unanimously to approve a 70-foot cell tower that will be placed in Wheatfield Park.

The cell tower will be built by AT&T, which maintains that it is necessary to fill a gap in its cell phone coverage in that area. After being denied by the Planning Commission and twice by the City Council, AT&T filed a lawsuit Jan. 10. The lawsuit maintains that “the city’s actions are preempted by the Telecommunications Act of 1996 and are therefore void and invalid.”

Following correspondence between Menifee city attorney Jeffrey Melching and representatives of AT&T, a U.S. District Court judge remanded the case to the City Council for reconsideration. In essence, the City was urged to take another look at the denial, which appears to go against the 1996 federal legislation that expanded the rights of telecommunications companies to establish greater networks.

According to AT&T representatives, the Wheatfield Park location is the only one of four potential sites in the coverage gap where the landowner agreed to lease the property for such use. Background for this story can be found in a Dec. 4 Menifee 24/7 news article [here](#).

The landowner of Wheatfield Park is Valley-Wide Recreation and Park District. Although it was Valley-Wide’s decision to allow the cell tower to be built, the City of Menifee has the obligation to approve or deny the project.

A staff report included in the agenda for the Aug. 5 City Council meeting recommended approval of the cell tower, based on the recommendation of Melching. Following is a portion of that staff report:

“As noted, the City Council envisioned a potential reconsideration of this item following the filing of a lawsuit by AT&T. After evaluating the lawsuit, the City Attorney worked with AT&T’s lawyer to jointly request that the case be ‘remanded’ by the United States District Court to the City Council for further consideration.

“As a result, this item is now properly before the City Council. Based on the analysis above, staff recommends that the City Council approve the application. Doing so will (i) avoid significant litigation expenses (likely in excess of \$200,000), (ii) avoid the possibility that the facility will be ordered approved by the United States District Court with no conditions, (iii) will result in a facility that is fully concealed in a clock tower, (iv) will provide better coverage in the area surrounding Wheatfield Park, and (v) will enhance the capacity of AT&T’s FirstNet network for first responders.”

The City Council’s denial of the cell tower project on Dec. 4 followed public comment by several residents opposing the project, citing public health concerns. In a November council meeting when the item was first considered, Melching told council members federal law dictates that any alleged effects of radio frequency emissions cannot be considered in the decision.

The Dec. 4 denial of the project came by a 3-2 vote. One of the two dissenting votes was Mayor Bill Zimmerman, who expressed concern over the

possibility of a lawsuit, and whether the ruling of a judge in AT&T's favor would be not only costly, but might compromise the conditions the City had placed in the initial proposal regarding the tower's design.

Menifee 24/7 was not able to watch the live broadcast of last Wednesday's council meeting, and the video of the meeting was not posted for public review until this morning. Contacted today, Zimmerman reiterated his comments made prior to the vote.

"I have remained consistent, and made my decisions with the taxpayer in mind," Zimmerman said. "To be clear, I don't want a cell tower at this park. But whether the city approves it or if they (AT&T) get the approval from a judge in a black robe, the end result will be a cell tower. The only difference is how much our residents will spend paying legal fees."

In his presentation to council members last Wednesday, Melching said that if AT&T prevailed in a lawsuit, it would not be obligated to create some of the preferred design included in the original proposal, such as disguising the cell tower as a clock tower.

Council members expressed their frustration in being forced to approve the project prior to the vote, which can now be viewed on the council meeting video on the [City of Menifee website](#).

"I was originally opposed to this project, but given the information by Mr. Melching tonight, I am going to vote to approve," said council member Greg August, who made the motion. "However, I will add that had it not been for Valley-Wide, AT&T would have had to find another location. I'm sorry for all the residents who spoke out against this in previous meetings."

Mayor Pro Tem Matt Liesemeyer, who seconded the motion, agreed.

"I would like to ask the people of Menifee for their forgiveness for this," Liesemeyer said. "No one wants a cell tower at that location, but at the cost of ongoing litigation and frankly, bad legislation at the state level, we don't have much choice."

In response to a question from Zimmerman, Melching said he estimates that only about \$5,000 has been spent so far in legal fees for correspondence and discussion with AT&T regarding the lawsuit. He said that much of the estimated \$200,000 of fighting the case would be spent on expert testimony that would've been required, had the council chosen to once again deny the project.

Zimmerman asked Melching whether he thought there was a possibility the project could still be denied if concerned residents appealed to Valley-Wide to change its decision to grant the lease.

Melching replied that "it is absolutely an avenue that people who are not in favor of this tower ought to take up with Valley-Wide." Melching added, however, that he was not aware of whether it would be possible for Valley-Wide to get out of its lease with AT&T, should it choose to do so.

Responding to a question from council member Lesa Sobek, city planing director Cheryl Kitzerow said there has been no correspondence between the City of Menifee and Valley-Wide regarding the cell tower issue.

Dean Wetter, general manager of Valley-Wide, told Menifee 24/7 via email today that Valley-Wide has had a lease agreement with AT&T since December 2018.

"It is important to note that the District's agreement is for the lease of the property, and all requirements regarding to placement, code compliance, design and restrictions is left up to AT&T to obtain approval from the City of Menifee," Wetter wrote in the email. "It is our understanding that AT&T has already done all that work with the City and obtained Planning Staff's support early on in this process."

The staff report from the Aug. 14, 2019 meeting of the Menifee Planning Commission shows that city staff recommended approval of the project. According to the minutes of that meeting, Commission Chair Robert Karwin and commissioner Chris Thomas expressed concern with the location of the cell tower in the park, with its size, and with a lack of outreach to the community. Commission Earl Phillips joined them in a 3-2 vote to deny the project, which resulted in AT&T's appeal to the City Council.

"The proposed facility was supported by the City's Planning Staff, whose staff report to the Planning Commission provided an overall positive review of the location and aesthetics of the proposed facility," Wetter continued. "The proposed facility is consistent with the City of Menifee Municipal Code, which authorizes concealed or disguised wireless communications facilities in recreational and open space zones. It is our understanding that the installation of the cell tower will provide very important wireless services, including FirstNet services to support police officers, firefighters, paramedics, and other first responder communications."

Wetter said that Valley-Wide has received no comments or questions from residents about the cell tower project. Public comments are allowed at

Valley-Wide board meetings, but the next meeting won't take place until Sept. 21.

In response to a question posed by a resident in an emailed public comment, Melching said plans did not call for the Wheatfield Park cell tower to facilitate a 5G network, which emits more radiation than the more commonplace 2G towers and is the source of public concern for the safety of residents. Melching said that city staff is not aware of any 5G cell towers in Menifee.

Longtime Valley-Wide Recreation and Park District Employee Michael Paul Dies

By **Contributed** - July 16, 2020



Michael Paul speaks during the dedication of the gymnasium in Valley-Wide Recreation and Park District's Sport Center in San Jacinto in his honor in June 2019. Paul died Thursday, June 9, after a long battle with cancer.

(Michael Paul Dies)

Valley-Wide Recreation and Park District is devastated to report that longtime employee Michael Paul died Thursday morning, July 9, after a long battle with cancer.

Michael was with the district for more than 30 years before retiring in December 2018. He worked mostly as recreation supervisor, organizing and coordinating youth sports leagues. Michael also coached and officiated many games and is a former boys varsity basketball coach at San Jacinto High. Thousands of children in the San Jacinto Valley benefited from his efforts.

"I will not attempt to find words to express our sadness, since there are no words that can really handle this moment," General Manager Dean Wetter wrote in a message to the staff. "Michael has a rooted presence in the community; and, my heart is bleeding and my eyes are tearing."

The gymnasium in the Sport Center at Regional Park in San Jacinto was dedicated to Michael in June 2019. The facility was recently recognized as a Community Landmark by the California Association of Recreation and Park District. The annual Award of Distinction recognizes public park facilities that

have served communities for 30 or more years and honors those facilities that have been at the core of recreation and park activities for a diverse user base and provided a wide-range of experiences and activities to the community.

Some 200 people attended the dedication event last year, which was highlighted by the unveiling of a sign on the wall outside the Sport Center reading “Michael Paul Gymnasium.”

“I was touched by this,” Paul told the crowd. “For 32 years I was only doing my job. It’s truly an honor to me.”

Valley-Wide Recreation and Park District operates more than 90 parks and community centers in French Valley, Hemet, Menifee, San Jacinto, Sage and Winchester. For information, visit gorecreation.org/.

-Craig Shultz

Find your latest news here at the [Hemet & San Jacinto Chronicle](#)

Search: Michael Paul Dies

Contributed

Obituaries (<https://Patch.Com/California/Banning-Beaumont/Obituaries>)

Long-time Mentor Of Youth Athletes Loses Cancer Battle

"Thousands of children in the San Jacinto Valley benefited from his efforts."

By Toni McAllister, Patch Staff (<https://patch.com/users/toni-mcallister>) 
Jul 15, 2020 4:48 pm PT

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Michael Paul speaks during the dedication last year of the gymnasium in Valley-Wide Recreation and Park District's Sport Center in San Jacinto in his honor. Paul died Thursday, July 9, after a long battle with cancer. (Valley-Wide Recreation and Park District)

SAN JACINTO VALLEY, CA — A man who for decades served thousands of children across French Valley, Hemet, Menifee, San Jacinto, Sage and Winchester recently lost his long cancer battle.

Valley-Wide Recreation and Park District employee Michael Paul died July 9, the district announced. 

"I will not attempt to find words to express our sadness, since there are no words that can really handle this moment," District General Manager Dean Wetter wrote in a message to the staff. "Michael has a rooted presence in the community; and, my heart is bleeding and my eyes are tearing."

Paul was with the district for more than 30 years before retiring in December 2018. He worked mostly as recreation supervisor, organizing and coordinating youth sports leagues. He also coached and officiated many games and is a former San Jacinto High School coach for boys varsity basketball.

"Thousands of children in the San Jacinto Valley benefited from his efforts," the parks district said in its announcement.

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The gymnasium in the Sport Center at Regional Park in San Jacinto was dedicated to Paul in June 2019. The facility was recently recognized as a Community Landmark by the California Association of Recreation and Park District. The annual Award of Distinction recognizes public park facilities that have served communities for 30 or more years and honors those facilities that have been at the core of recreation and park activities for a diverse user base and provide a wide range of experiences and activities to the community, the district said.

Some 200 people attended the dedication event, which was highlighted by the unveiling of a sign on the wall outside the Sport Center reading "Michael Paul Gymnasium."

"I was touched by this," Paul told the crowd. "For 32 years I was only doing my job. It's truly an honor to me."

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By Submitted - July 18, 2020



Soboba Casino Resort enlists guests to place 3,000 flags on its property in the morning July Fourth. Those who helped receive a goodie bag of patriotic items as well as the satisfaction in knowing they helped salute veterans, active duty military and first responders. Valley News/Soboba Band of Luiseño Indians photo

Mike Hiles, Special to Valley News



for those that livestreamed it on July 4. Both entities are well known for their annual spectacular pyrotechnic displays but due to COVID-19 limits on public gatherings, things were done differently this year.

“Having the restrictions has been challenging in trying to coordinate the show,” Michael Castello, the Soboba tribal administrator, said. “Our goal from the beginning has been to provide the tribe and community an event that everyone can enjoy but always maintain the safest environment possible.”



Angel Salazar, center, an employee of Soboba Casino Resort, helps a guest place flags. Valley News/Soboba Band of Luiseño Indians photo



The Briones and Venegas families gather with other Soboba tribal members to view the July Fourth firework show that presented as a joint effort of the Soboba Band of Luiseño Indians and Valley-Wide Recreation and Park District, which had to cancel its annual event. Valley News/Soboba Band of Luiseño Indians photo

Soboba tribal members could watch the show in person from the comfort of their cars or tailgates in the parking lot of the old casino. Only a certain number of entry tickets were provided, and check-in was done at an access gate near the Soboba Fire Station to ensure the crowd didn't get too large. No amenities, such as food vendors, were allowed as in years past. About 40 vehicles containing about 150 people attended in person.

Valley-Wide staff and personnel from Hemet Eye News were at the Soboba Reservation site to transmit the nearly 20-minute show over Valley-Wide's Facebook and Instagram pages. There were more than 13,000 views on all social media platforms, according to Craig Shultz, public information officer for Valley-Wide.

"This is the first time we have livestreamed an event," he said. "We have provided a free firework show in the San Jacinto Valley since 1976, drawing upward of 15,000 visitors each year. And even though we couldn't invite people to our park this year because of the COVID-19 pandemic, we still wanted to provide a show."

The show was operated by Pyro Spectaculars by Souza, which has been the Valley-Wide vendor for fireworks since 1976. Shultz said Pyro Spectaculars is one of the few remaining fireworks professionals who light fireworks by hand.



A computer screen shot shows the firework setup by Pyro Spectaculars by Souza at the far end of the old Soboba Casino Resort parking lot before its 20-minute fireworks show. Valley News/Soboba Band of Luiseño Indians photo

In the past when the tribe has held fireworks' shows at its sports complex, Antonia Venegas said her extended family would watch from the nearby church parking lot to avoid the crowds. She said it was great to be so close to the action this year, with plenty of space for parking while still being able to safely social distance from others.

Earlier in the day, 3,000 flags were placed at the Soboba Casino Resort to honor veterans, first responders and active duty military personnel who have served their country. As the celebration and commemoration of this nation's independence, those who protect our freedoms – past and present – were honored. Casino guests were invited to plant 2-foot high flags around the exterior of the buildings and received a goodie bag full of patriotic items in return, as well as a \$10 free slot play voucher.

"As all of us know, due to the pandemic so many events have been postponed or canceled, including holiday celebrations, birthday parties, graduation ceremonies and more," Castello said. "The tribe felt this would be a great opportunity to provide something to the community that is a safe but fun event that families can enjoy."



A computer screen shot shows an image from the livestream broadcast of the firework show presented jointly by the Soboba Band of Luiseño Indians and Valley-Wide Recreation and Park District. Valley News/Soboba Band of Luiseño Indians photo

