NOTICE OF MEETING

CITY OF PACIFIC GROVE
RECREATION BOARD
MEETING AGENDA
5:30 p.m., Thursday, February 27, 2020
Council Chambers - City Hall - 300 Forest Avenue, Pacific Grove, CA

1. Call to Order – 5:30 PM
   a. Introduction of new Board Member Sanford Cohen
   b. Election of Officers – Chair, Vice-Chair, Secretary

2. Roll Call
   Recreation Board Members:
   Jay Tulley, Charlie Gibson, David Baird, Dionne Ybarra, Sanford Cohen
   Joseph Amelio (Council Liaison)

3. Approval of Agenda

4. Approval of Minutes
   a. Approval Meeting Minutes from January 23, 2020

5. Presentations
   a. Recreation Board Handbook Review
      Reference: Micahel Laredo

6. Council Liaison and/or Board Member Announcements

7. Public Comments
   a. Written Communications
   b. Oral Communications
   *Comments must deal with matters subject to the jurisdiction of the Commission that are not on the Agenda. Comments from the public will be limited to three minutes and will not receive Commission action. Whenever possible, letters should be submitted to the Commission in advance of the meeting.*

8. Unfinished/Ongoing Business
   a. George Washington Park Report - Update
      Reference: GW Park Sub-Committee
   b. Special Events Overview
   c. Recreation Board Work Plan Review

9. New Business
   a. PGUSD Joint-Use Agreement
   b. CIP Project Bids

10. Staff Reports
    a. Recreation Updates (Department Programs, Staffing, Information)

11. Items for Next Agenda
1. **Call to Order** - The meeting was called to order at 5:30 pm.

2. **Roll Call** – Board members Marshall, Gibson, Vice-Chair Ybarra and Chair Tully present. Staff Susic present and Liaison Amelio absent.

3. **Approval of Minutes** from July 25, August 22, September 26, & October 24, and November 19, 2019 – A motion was made and all minutes were approved.

4. **Approval of Agenda** - approved

5. **Council Liaison and / or Board Member Announcements** – Board member Marshall was acknowledged for completing his 2nd term on the Recreation Board and was recognized for his 8 years of public service.

6. **Public Comments**  
   **A. Written Communications** – Written correspondence was received from one Pacific Grove resident and noted.  
   **B. Oral Communications** – none

7. **Unfinished / Ongoing Business**  
   **A. George Washington Pak – Subcommittee Update (see notes).**  
   **B. Parks & Recreation Facilities Assessment** – Board member Gibson provided an overview of the program and a list of the identified parks to be assessed. He highlighted that 80% of the park assessments have been completed. Once the full project is completed, the Board will make proposed recommendations based on the conditions identified to the Public Works department and City Council. A rating will be provided for each park. This comprehensive assessment will provide guidance based on the recommended improvements from this valuable asset and analysis. The goal being to submit recommendations to City Council to coincide with the City’s annual budget cycle for allocating funds for needed capital improvements. Once agreement is made to proceed with the needed enhancements and estimated budgets, then a concept design would be created for public comment.

8. **New Business**  
   **A. 2020-2021 Special Events.** A report was provided that displayed the planned 26 events that the City will host. There are a variety of events listed including 13 Full Cost Recovery Events that will be solely funded by the organization that will host the event. There are also 13 City Sponsored Events where the City has budgeted funds to support these historic events to benefit the residents of Pacific Grove that totals approximately $83,700 for the year. Some City Sponsored Events do request a concession be made to existing municipal code to accommodate special requests such as allowing pets and alcohol consumption. All events planned for this 2020-2021 period all took place the previous. Recommendation made to assess the fee schedule to ensure the cost structure is in line with current costs. Presentation made by the President and Vice Chair of PG Pride who discussed the Walk with Pride fundraiser to consider this event become a City Sponsored Event since all of the funds go back to the PGUSD teachers to better support our children based on need. Recommendation made to reassess the fee schedule and explore creating an approved set of criteria to assess all events to determine whether any warrant a change of designation to a City Sponsored Event.

9. **Staff Reports**  
   **A. Recreation Updates (Department Programs, Staffing, Information)** – Full report received.

10. **Items for Next Agenda** – Further discuss the proposed agreement between the school district and the Recreation Board. Suggestion made to reassess the fee schedule and explore creating an approved set of event criteria to properly label events. Suggestion made to start looking at 2020 goals and to formerly welcome the new Recreation Board member.

11. **Adjournment** – Meeting was adjourned at 7:07 pm.
Next meeting is scheduled Meeting to be held in February 20th, 2020 at the Council Chamber City Hall at 300 Forest Avenue, Pacific Grove, CA. at 5:30 pm. Date to be determined.

This meeting is open to the public and all interested persons are welcome to attend. The City of Pacific Grove does not discriminate against individuals with disabilities and meetings are held in accessible facilities. A limited number of devices are available to assist those who are hearing impaired. If you would like to use one of these devices, please contact the Community Development Department at (831) 648-3183.

Respectfully submitted,

Greg Marshall, Acting Secretary
AGENDA REPORT

TO: Recreation Board
FROM: Recreation Board Sub Committee
Kyle Susic, Recreation Manager
MEETING DATE: February 27, 2020
SUBJECT: George Washington Park Report

RECOMMENDATION
1. Approve Report and direct Sub-Committee to present finding to City Council.
2. Direct Sub-Committee to seek funding through the CIP for a GW Park Design.

DISCUSSION
In April 2018, the City Council asked the city’s Beautification and Natural Resources Commission and the Recreation Board to recommend a course of action for the renovation of George Washington Park.

The George Washington Park masker plan subdivides the park into 4 zones. Zone 1, considered as the Recreation portion of the park, is a 4.3-acre space that borders the end of both Sinex Ave and Alder St. It contains public picnic tables, reservable bbq space, restrooms, a play structure; designed for children ages five to twelve years old, children’s swing sets, a youth baseball/softball field and open walking paths.

The Recreation Board formed a Sub-Committee in April of 2019 to concentrate specifically on Zone 1 and create a report of the current park status as well as a proposal for improvements and future projects. Zones 2-4 have been allocated to the BNRC and their Park Renovation Proposal was submitted to the Council in May of 2019.

During the July 25, 2019 Recreation Board Meeting, the Sub-Committee presented their findings to the Board. Following discussion of their report, staff and the Sub-Committee were directed to prepare and narrative report of the findings and propose a protentional park renovation plan.

A draft report was submitted to the Recreation Board during the January 23, 2020 meeting. Direction from the Board was to include a Park Inventory and Assessment report prior to submitting to Council. A Board Field Trip was conducted on February 3, 2020 to assess the park assets and complete the assessment.

OPTIONS
1. Take no action
2. Provide alternate direction

ATTACHMENTS
2. Park Registry

RESPECTFULLY SUBMITTED,
RECREATION PROGRAM MANAGER
George Washington Park

Draft report to the Recreation Board from the George Washington Park subcommittee
February 27, 2020

Review:
In April 2018, the City Council asked the city's Beautification and Natural Resources Commission and the Recreation Board to recommend a course of action for the renovation of George Washington Park.

The George Washington Park masker plan subdivides the park into 4 zones. Zone 1, considered as the Recreation portion of the park, is a 4.3-acre space that borders the end of both Sinex Ave and Alder St. It contains public picnic tables, reservable bbq space, restrooms, a play structure; designed for children ages five to twelve years old, children’s swing sets, a youth baseball/softball field and open walking paths. The Recreation Board formed a Sub-Committee in April of 2019 to concentrate specifically on Zone 1 and create a report of the current park status as well as a proposal for improvements and future projects. Zones 2-4 have been allocated to the BNRC and their Park Renovation Proposal was submitted to the Council in May of 2019.

Findings:
Based on the General Plan (1994) and the Recreation Master Plan (1957), 3 goals are identified:

1. Maintain a public park system and recreation facilities suited to the needs of all Pacific Grove residents and visitors.
2. Designate adequate land for developing parks and recreation facilities. To carry out these goals, the City will establish new park standards and seek outside financial assistance and cooperation.
3. Establish recreation programs suited to the broad needs and diverse interests of Pacific Grove residents of all ages.

Additionally, the Recreation Needs Assessment, conducted in October of 2018 identified the following as common needs in city parks.
- Additional walking paths in the parks
- Biking trails
- Picnic areas
- Open lawn and landscaped areas

Today's GWP:

Ballfield:
The Baseball/Softball field measures roughly 200 feet from home plate to the outfield fence and accommodates softball (all ages) and baseball (Under 10 years). It includes standing
dugouts for both home and away teams, bleachers along both foul lines and a snack bar behind the home plate backstop.

The Recreation Department is responsible for the scheduling and reservations of the ballfield and the primary user is Pacific Grove PONY Baseball/Softball League. PG PONY is a local, third party, non-profit organization that organizes and provides youth baseball and softball opportunities to youth ages 4-14.

PONY has approached city staff as well as the Recreation Board and BNRC about a potential expansion of the outfield to accommodate their older baseball teams. As mentioned in the BNRC report, the extension of the outfield will require the removal of approximately 14 trees.

Play Area:
The play area features a playground and two swing bay sets designed for ages 5-12 year’s old. Both existing play spaces are ADA compliant.
The playground offers 2 slides, a rock-climbing wall and a hula climber, along with multiple stairs and climbing features. Concerns have been brought before staff and the Recreation Board concerning the lack of an “all purpose” play area that can accommodate younger children as well as those ADA needs. Specially, the hula climber has been an item of concern among residents who have voiced concern over the “limited” and potentially unsafe access to the slide.

Walking Paths:
Walking paths intertwine throughout George Washington Park. Designated paths connect the play structure to the restrooms and lead around the exterior of the outfield of ballfield to the BBQ area. Paths also run along both sides of the ballfield, leading to the bleachers and snack bar.

Picnic & BBQ Areas:
Near the play structures area serval picnic areas for public use. Additionally, the park offers a large picnic & BBQ space that consists of multiple tables and bbq’s. This space is reservable and can accommodate large group parties and gatherings.

Restroom:
One restroom, with both male and female rooms, is available at George Washington Park. The restroom sits above the ballfield between the play structure and large picnic space.

The location of the restroom is a regular topic of discussion at the park due its lengthy distance from ballfield bleachers/snack bar. Because of that, a portable restroom has provided by PONY during the baseball/softball seasons and is placed next to the snack bar for players, coaches and spectators. Concerns have also been brought to the attention of city staff regarding the placement of the restroom doors and lack of visibility from the ballfield.

Deficiencies & Areas of Concern:
The Recreation Board Sub-Committee and Recreation Staff, along with public feedback, have
identified the following deficiencies and areas of concern in the current state of the park.

**Dead/Dying Trees:**
Throughout the park there is a significant number of dead and dying trees along with potentially unsafe tree branches. In recent years, Zone 1 has had multiple trees fall during storms, some landing on park fences and/or structures and causing damage.

**Ballfield Scheduling:**
Due to the size of the ballfield, there are limitations to the age of allowable play for baseball (currently 10 and under). Although an expansion of the ballfield would create more opportunities for older age groups, the Recreation Board and Staff would like to have additional data and metrics of the demand for older baseball teams and the potential scheduling conflicts within city the available city ballfield prior to recommending any expansion.

**Playground Equipment:**
The current playground equipment does not provide accessibility and age-appropriate features to children of all ages and skill levels.

**Walking Paths:**
A majority of the walking paths around the park are narrow and uneven. There is a lack of ADA accessibility to most the park and multiple paths are intruded by bushes, branches and tripping hazards. Although small trails run throughout the park, a lot have been created by regular foot traffic and are not regularly maintained.

**Picnic & BBQ Areas:**
Several picnic tables in and around the park have deteriorated to the extent that they should be replaced. Most benches and tables do not sit on a level slab and access to the some of the picnic spaces are hindered by a lack of a pathway.

**Restroom:**
The park restrooms are serviceable to the playground and picnic users however, their proximity to the ballfield and snack bar create issues of safety, visibility and easy access for players, coaches and spectators.

There is a lack of lighting on both the exterior and interior of the facility and the services (sink, toilets, floors) are old, weathered and dirty.

**Summary:**
George Washington Park is in the heart of the community and should be focused on providing relaxation and recreation for all ages and abilities. Improvements toward in general maintenance, park safety and accessible accommodations to the entire park features should be the upmost priority. Additional modernizations and improvements, such as, expansion of the playground, upgraded walking paths, picnic benches and restrooms, and the installment of additional recreation features would go a long way toward making the park more useful to the entire Pacific Grove community.
## Park and Facility
### Registry (inventory) of Existing Assets

<table>
<thead>
<tr>
<th>Park: George Washington</th>
<th>EVALUATED BY: Board Members Years and Baird</th>
<th>Location: Sinex &amp; Alder to Gibson</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Feb-20</td>
<td>3.48</td>
<td>Park Open Space Athletic Trail Public Facility</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check</td>
<td>yes</td>
<td>Good</td>
</tr>
</tbody>
</table>

*acreage measured from Gibson Avenue as point of delineation

### ASSET PERCENTAGE SCORE THIS SEGMENT

#### Hard scape:
- Pathway:
- Asphalt
- Concrete

#### Porous Material
- ✓
- 2
- 1

*Entrances to park do not appear to be ADA accessible. Only a portion of the pathways qualify for ADA.

#### Stairs
- Ramp

#### Parking Lot:
- Paved
- Other

#### Play Courts:
- Hardcourt (tennis)
- Basketball
- Utility

#### Fencing:
- Chain Link
- ✓
- 3
- 1

*Baseball diamond fence and backstop. Portions of fence fabric are old, indented with exposed tops. Some top rails are damaged.*

#### Ornamental
- Gates (itemize Score)

#### Other
- ✓
- 1
- 4

*Aluminum terrace barrier fence behind center field viewing area.*

#### Landscaping:
- Turf
- ✓
- 3
- 2

*Natural grasses throughout the 5 and 5E sections of park in various stage of condition.*

- Unimproved Area
- ✓
- 3

- Ornamental
- Trees
- ✓
- 2

*Forestry component of park should frequently be inspected and cyclically maintained.*

- Other
- Irrigated Landscape:
- Turf
- ✓
- 3
- 2

*Baseball field. Drainage issues reported in the outfield area.*

- Planting Beds
- Trees
- Other
<table>
<thead>
<tr>
<th>Park:</th>
<th>George Washington</th>
<th>EVALUATED BY: Board Members Ybarra and Baird</th>
<th>Location:</th>
<th>Sinex &amp; Alder to Gibson</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-Feb-20</td>
<td>Asset</td>
<td>Count</td>
<td>Acreage</td>
<td>Condition</td>
</tr>
<tr>
<td></td>
<td>Check if yes</td>
<td>3.44</td>
<td>Good</td>
<td>Fair</td>
</tr>
</tbody>
</table>

**ITEMIZE SCORE THIS SECTION**

**Structure:**
- Restroom: ✔ 1 2 Not ADA accessible
- Shade: ✔
- Storage: ✔ 1 3
- Other: ✔ 1 3 Snack shack and storage at baseball diamond

**Athletic Facilities:**
- Baseball: ✔ 1 3 2 Seasonally, high (1) usage. No ADA access to field.
- Softball: ✔
- Soccer: ✔
- Multi Use (combo above):
- Other:

**Lighting:**

**Pathway:**

**Security:** ✔ 1 1 Security lighting on restroom structure disabled.

**Other:**

**Play Structures:**
- 2-5 Yr Old: ✔ 1 3 2 5-12 yrs w/fibar base. Structure needs ADA evaluation.
- Free-Standing: ✔ 1 3 2 Slide in play area may not be ADA accessible. Note: slide runoff area may be insufficient.
- Other: ✔ 1 3 2 2-bay swing set in dedicated area, fibar base. 1 bay 2-5 bucket, 1 bay 5-12 strap. Bucket swings are positioned to low and need to be raised to comply with CPSC Guidelines.

**Amenities:**

- Drinking Fountain:
- Benches: ✔ 6 1 set of wooden bleachers needs to be replaced; aluminum bleachers are positioned to low. None are ADA accessible. Seasonal usage high.
- Bleachers: ✔ 5 1 2 5 picnic tables in main BBQ need to be replaced; damaged. No ADA. Planks on all benches inspected/replaced as needed. Replacement tables should be consistent throughout the park. Seasonal usage higher.
- Picnic tables: ✔ 11 1 3 5 picnic tables in main BBQ need to be replaced; damaged. No ADA. Planks on all benches inspected/replaced as needed. Replacement tables should be consistent throughout the park. Seasonal usage higher.
- Cooking Grills: ✔ 4 3 3 Seasonal usage higher.
- Trash Receptacles: ✔ 5 3
- Recycling Container: ✔ 3 3
- Trash Dumpster:
- Public Art:
- Other: ✔ 2 1 2 Service tables in BBQ picnic area. Replace as table legs are rotted. Replace with cleanable top to avoid food contamination. Seasonal usage higher.

**Signage:**

Revised 2.4.2020
<table>
<thead>
<tr>
<th>Park: George Washington</th>
<th>Location: Sinex &amp; Alder to Gibson</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-Feb-20 Asset Count Acreage Constructed CONDITION ASSESSMENT</td>
<td>USEAGE</td>
</tr>
<tr>
<td>Check if yes 3.44 Good Fair Poor Damaged</td>
<td>1-High X 4-Low X X X</td>
</tr>
<tr>
<td>Information ✓ 4 2</td>
<td>Code Enforcement ✓ 8 4</td>
</tr>
<tr>
<td>Monument/Historical ✓ 2 4</td>
<td>Sinex &amp; Alder, Melrose at 17 Mile Dr.</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Notes**
- Electrical outlet box near large bbq (locked)
- Flag pole between bbq area and baseball diamond and one on scoreboard RC field.
- Bleachers (wood and aluminum) at baseball diamond.
AGENDA REPORT

TO: Recreation Board
FROM: Kyle Susic, Recreation Manager
MEETING DATE: February 27, 2020
SUBJECT: Special Events Overview

RECOMMENDATION
Receive report

DISCUSSION
An overview of the Special Event Policy, Fees and Application is available within the attachments per request of the Recreation Board at the January 23, 2020 meeting.

OPTIONS
1. Take no action
2. Provide alternate direction

ATTACHMENTS
1. Special Event Policy
2. Special Event Application

RESPECTFULLY SUBMITTED,

[Signature]
RECREATION PROGRAM MANAGER
### CITY OF PACIFIC GROVE
### CITY COUNCIL POLICY

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>POLICY NO.</th>
<th>EFFECTIVE DATE</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Events</td>
<td>900-1</td>
<td>February 16, 2011</td>
<td>1 of 3</td>
</tr>
</tbody>
</table>

**PURPOSE**
The intent of this policy is to provide guidance for the conduct of special events in the City and ensure an appropriate balance between the number and scope of special events with the ability of City neighborhoods and facilities to adequately handle such events.

**POLICY**

I. **General**
   - The City shall have the discretion to limit the number of special events in any calendar year.
   - All special events will be limited to those activities that benefit Pacific Grove residents or businesses.
   - Most special events are either one-time or annual. Certain special events, such as the Farmers' Market, are periodic and ongoing.
   - The Council reserves the right to take actions creating exceptions to this policy in the event of special circumstances.

II. **Types of Special Events**
   - The City will create an annual calendar of special events. Events included in the annual calendar shall have first priority for the scheduled locations and times. Requests for inclusion in the annual calendar shall be submitted to the City by September 31 for any event to be held during the following fiscal year.
   - The City will also consider the approval of events on an as-proposed basis. Such events will not be approved if they conflict with already approved events. Events requiring City Council approval are those that:
     - Require City sponsorship or other City support;
     - Preclude others from using an entire outdoor public facility (e.g., Caledonia Park);
     - Are likely to have a significant impact on substantial numbers of residents or businesses (e.g., closure of multiple or high-traffic streets for a significant amount of time, as determined by the City Manager; or
     - Have other characteristics that warrant public consideration by the Council.

More limited events may be approved by staff. A neighborhood event, requiring closure only of a neighborhood street, for example, would not require Council approval. In these cases, those persons incurring the costs of the street closure are the same persons benefiting from the event.
III. Information Required
Each application for special events shall contain the following information:
A. A description of the proposed event.
B. A statement of the purpose of the event and its benefits to the City.
C. The name of the sponsoring organization.
D. The date, location, and time (to include preparation and clean up) of the event. In the case of a race or parade, a map of the proposed route shall be submitted.
E. An estimate of the number of participants and/or spectators.
F. A description of City facilities, support, and personnel required.
G. A list of personnel to be provided by the sponsor.
H. A description of parking arrangements for the event.
I. If electronic sound amplification equipment will be used, an application for the necessary permit shall be made as required by Chapter 11.94 of the Pacific Grove Municipal Code.
J. A description of the proposed recycling program for plastics, glass, paper, and aluminum during the event.
K. A listing of accommodations provided by the sponsor pursuant to the Americans with Disabilities Act.
L. A listing of fees proposed to be charged, commercial sales, commercial filming, and the service or sale of food and/or alcohol.

III. Conditions of Permit
Once the Council approves an application, the sponsoring organization shall comply with the following conditions:

A. At least 30 days prior to the event, furnish the City with a certificate of insurance in an amount not less than $2 million naming the City of Pacific Grove as an additional insured. Such insurance shall be primary to any City insurance, and the City must have at least ten days' notice of cancellation.

B. The sponsoring organization shall reimburse the City for all direct and incidental expenses for the use of the City personnel and facilities. The sponsor has the option of using volunteers or other non-City personnel for some functions (e.g., placing barricades, emptying public trash cans, etc.) Other functions (e.g., Police security) require City personnel. The City has the absolute discretion to determine the number of personnel who will be provided for a particular event.

C. The sponsor is responsible for all sign removal, litter control, clean-up activities, and for providing necessary containers and personnel for recycling activities, as determined by the City.

D. The sponsor shall provide portable restroom facilities if deemed necessary by the City.

E. The sponsor shall be advised that the sponsor is responsible for determining what, if any, accommodations are required of sponsor pursuant to the American with Disabilities Act.
F. An approved Special Event Application is required for all groups and shall be in the possession of the sponsor or representative at the event.

G. The City will review applications and additional approvals may be deemed necessary.

H. If amplification is to be used a deposit of $500 will need to be paid along with the application fee. If it is determined that amplification exceeds allowable levels or has locations have not been preapproved by City Staff then the deposit may not be returned.

**The City of Pacific Grove reserves the right to revoke permissions for an event at any time.**

**IV. Permitted Events**

The Council established the following classification of events to be used in determining the events scheduled for each calendar year: Special Events and City Sponsored Events.

**Special Events:** These are Special Events that require exclusive use of City property and require support from Police, Fire and / or Public Works. Special Events will be deemed full cost recovery.

**City Sponsored Events:** These events include traditional events that are primarily hosted by the Chamber of Commerce, the School District, or the City and shall receive full City Support. These events will be noted annually on the Special Events Calendar for approval by the City Council.

**V. Scheduling of Events**

All activities approved are authorized for the subsequent year only and, continued Council approval should not be assumed. Activities may be discontinued if they become too large or if they create problems that would substantially disrupt the peace and quiet of a neighborhood.

Should the City receive requests for more activities than may be accommodated, the City will establish an appropriate random drawing type of system or other suitable method for determining those activities to be approved.

Adopted: April 16, 1986-Resolution No. 5705
Amended: January 7, 1987-Resolution No. 5787
Amended: February 5, 1992-Resolution No. 6238
Amended: March 3, 1993-Resolution No. 6331
Amended: November 15, 1995-Resolution No. 6489
Amended: November 5, 1997-Resolution No. 7-057
Amended: June 2, 2010-Resolution No. 10-044
Amended: February 16, 2011-Resolution No. 11-012
Amended: October 17, 2018 – Resolution 18-037
City of Pacific Grove  
Special Event Application - Fiscal Year 2020/2021

Special Event Application Instructions

STEP 1: Complete pages one through six of this Special Event Application form.
   • Priority will be given to all requests completed and submitted by November 30, 2019.
   • Submitted events will be considered for approval by the Pacific Grove City Council for dates during the Fiscal Year, July 1, 2020 – June 30, 2021

STEP 2: Submit the application to the City of Pacific Grove Recreation (Youth Center) by email, mail or in person.
   • Email: Kyle Susic (Recreation Manager) -- ksusic@cityofpg.org
   • Mail / In Person: Pacific Grove Youth Center – 302 16th St, Pacific Grove CA 93950

STEP 3: The City of Pacific Grove Special Events Committee will review the application and determine if additional processing is required. If it does not, the event will be included into the proposed 2020/2021 Special Event Calendar and the application will proceed to STEP 4. If the application requires additional conditions, the applicant will be required to meet with the Recreation Manager to discuss any special details or requirements for the event.

STEP 4: The events calendar and applications will be submitted to the Recreation Board and City Council for approval.

STEP 5: Upon approval from City Council, applicant will be required to submit required insurance documents, pay the Special Event Application Fees and complete any additional event permit requirements (sound, film, etc.)

---

### Applicant Information

**Title of Event:**

**Date(s) of Event:**

**Sponsoring Organization:**

<table>
<thead>
<tr>
<th>Profit</th>
<th>Non-Profit</th>
<th>ID#</th>
</tr>
</thead>
</table>

**Address**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

**Contact Person**

**Phone**

**Email**

**Website**

---

### Event Information

**Type of Event:**

- [ ] Race / Run
- [ ] Charity Walk
- [ ] Holiday Event
- [ ] Parade
- [ ] Exhibit
- [ ] Ceremony
- [ ] Concert
- [ ] Car Show
- [ ] Other

**Time of Event:**

- **Set Up & Preparation:** Day/Date: __________________ From: __________________ To: __________________
- **Actual Event:** Day/Date: __________________ From: __________________ To: __________________
- **Clean Up & Close:** Day/Date: __________________ From: __________________ To: __________________

**Location Request:**

**Anticipated Attendance:**

**Anticipated Participants:**

**Estimated Gross Receipts:** $

**Proceeds to PG Organizations:** $ **Proceeds to County Organizations:** $
City of Pacific Grove
Special Event Application - Fiscal Year 2020/2021

Purpose and description of Proposed Event:

Additional Elements (Check all that apply):

- Street Closure(s)
- Games/Rides
- Amplified Sound
- Describe: 
- Vehicles
- Stage
- Filming
- Describe: 
- Security
- Tent(s)
- Vendors
- Amount: 
- Animals
- Food
- Admission
- Cost: 
- Banners
- Alcohol
- Parking Passes
- Amount: 
- Other:

Food, Drink & Vendors: Health Permit Required. Contact Monterey County Health Department at 831.755.4500
Alcohol Served or Sold: ABC License & Liquor Insurance Required. Contact Alcohol Beverage Control at 831.755.1990
Amplified Sound: Pacific Grove Sound Permit Required. Contact Pacific Grove Police Department 831.648.3143
Filming: Pacific Grove Film Permit Required Contact Pacific Grove Police Department 831.648.3143
Food, Drink, Merchandise Sales: Pacific Grove Business License Required Contact Risk Management at 831.648.3102

Event Information Continued

Describe Street Closures and/or Parking Arrangements for Event:

________________________________________________________________________________________
________________________________________________________________________________________

Describe Arrangements for Event Clean Up, Recycling and Appropriate Disposal:

________________________________________________________________________________________
________________________________________________________________________________________

Describe Procedures for Security and Crowd Control:

________________________________________________________________________________________
Describe Restroom Accommodations (see attached chart for portable toilet requirements):


Describe Accommodations Pursuant to the Americans with Disability Act:


Describe Notification Procedures to Surrounding Businesses and Residents:


Describe Medical Services and First Aid Accommodations:


Event Personnel Provided by Sponsor:


Request of City Services, Personnel and Support:


<table>
<thead>
<tr>
<th>Conditions of Permit</th>
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<tbody>
<tr>
<td><strong>1. INSURANCE REQUIREMENTS:</strong></td>
</tr>
<tr>
<td>At least thirty (30) days prior to the event, furnish the City with a certificate of insurance and an additional insured endorsement (CG Form 20 26) in an amount not less than $2 Million, naming the City of Pacific Grove as an additional insured. Such insurance must be primary to any City insurance, and the City must have at least ten (10) days’ notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.</td>
</tr>
<tr>
<td><strong>If applicable</strong></td>
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<tr>
<td><strong>Automobile Liability:</strong> Insurance Services Office Form Number CA 0001 covering all owned, non-owned or hired autos with limit no less than $1,000,000 per accident for bodily injury and property damage. The City shall be an additional insured on...</td>
</tr>
</tbody>
</table>
this policy.

Workers' Compensation/Employer's Liability insurance: As required by the State of California with Statutory Limits in the amount of One Million Dollars ($1,000,000) per accident. Sponsoring Organization grants a waiver of any right to subrogation and agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation; however, this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

2. REIMBURSEMENT:
The sponsoring organization must reimburse the City for all direct and incidental expenses for the use of City personnel and facilities. The City has the absolute discretion to determine the number of personnel that will be provided for an event.

3. TRASH, RECYCLE & WASTE MANAGEMENT:
The sponsor is responsible for all sign placement and removal, litter control, trash removal and clean-up activities and for providing necessary containers and personnel for recycling activities as determined by the City.
The use of helium balloons or other event decorations that may result in illicit waste or discharges are prohibited.
The sponsor must properly dispose of waste throughout the term of the event and immediately upon conclusion of the event the area must be returned to a clean condition. Public waste containers may not be used for any of event’s waste disposal.
One (1) waste station is required for every increment of 50 people. A waste station is a set of three (3) 64-gallon wheeled carts where one (1) is blue and is for recycling, one (1) is yellow and is for compostable and one (1) is black and is for garbage. The three carts that comprise a waste station must be placed out together as a set with signage for event attendee use. If vendor booths are set up with garbage containers, they must also be equipped with recycling and compostable containers. These must be set up side by side each clearly marked with what items may be placed in each container.
Garbage, recycling, and compostable collection service can be ordered by contacting the City’s franchise waste hauler.
Alternate containers are acceptable as long as they adhere to the specifications set forth above. The sponsor must ensure that all recyclable materials are delivered to a recycling facility, and not to a landfill.

4. STORM WATER MANAGEMENT:
The sponsor must comply with Pacific Grove Municipal Code Chapter 9.30, the storm water management and discharge control ordinance. Specifically, the sponsor shall be responsible to ensure that litter control is provided consistent with this ordinance, which requires that no person shall throw, deposit, leave, maintain, keep, or permit to be thrown or deposited, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or waters of the U.S., any pollutant, refuse, rubbish, garbage, litter, or other discarded or abandoned object, so that the same may cause or contribute to pollution. Waste deposited in proper waste receptacles for the purpose of collection is exempt from this prohibition. No person shall discharge or cause to be discharged into the city storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants, that cause or contribute to a violation of applicable water quality standards, other than storm water. [Ord. 07-002 | 2, 2007]

5. FOOD PACKAGING:
Contractors in the performance of city contracts and special event promoters may not provide prepared food in disposable food service ware that contains polystyrene foam. City contractors and special event promoters utilizing disposable food service ware shall use compostable products that are BPI certified while performing under a city contract on city property.
Violations of this condition shall result in fines pursuant to Pacific Grove Municipal Code Section 11.99.060.
City of Pacific Grove
Special Event Application - Fiscal Year 2020/2021

6. MUNICIPAL CODES:
The sponsor must comply with all Pacific Grove Municipal Codes.
The sponsor acknowledges Muni codes against: Alcohol in Public, Smoking in Parks, Amplified Sound, Drones, Signs & Banners and Obstruction of Streets and Sidewalks.

Service Fees
Fees for Special Events are set by City Council and are subject to the City’s Master Fee Schedule.
Council may waive City-incurred charges for organizations and events that are sponsored by the City.
Fees are considered each May by the City and quoted fees may increase.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fees</th>
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<tbody>
<tr>
<td>Special Event Application Fee: (events with fewer than 1,000 participants)</td>
<td>$205.00</td>
</tr>
<tr>
<td>Special Event Application Fee: (events with more than 1,000 participants)</td>
<td>$751.00</td>
</tr>
<tr>
<td>Special Event Support Fees: (Police, Fire, Public Works, Recreation, Etc.)</td>
<td>Staffing Costs + 9% Overhead</td>
</tr>
<tr>
<td>Sound Permit: (Required for Amplified Sound)</td>
<td>$78.00</td>
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<tr>
<td>Sound Permit Deposit: (Refundable)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Directional Signage</td>
<td>$3.00 Per Day</td>
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<tr>
<td>&quot;No Parking&quot; Signs</td>
<td>$2.00 Per Day</td>
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<tr>
<td>Barricades</td>
<td>$3.00 Per Day</td>
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<tr>
<td>Delineators</td>
<td>$4.00 Per Day</td>
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<tr>
<td>Rails (Include Two Barricades)</td>
<td>$11.00 Per Day</td>
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<tr>
<td>Traffic Cones</td>
<td>$3.00 Per Day</td>
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<tr>
<td>Park Fees</td>
<td>$334.00 Per Hour</td>
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<tr>
<td>Recreation Trail Fees</td>
<td>$334.00 Per Hour</td>
</tr>
</tbody>
</table>

Questionnaire of Economic Impact

Financial Impact Estimates:
Visitors During Event: Number of event days: Number of participants Expected:
Motel Contract Agreements: Number of motel stays (expected in the City of Pacific Grove):

Extent of Publicizing:
Dollar Amount to be spent on Advertising:
Forms of Advertisement: (List types)
Marketing Area for Ads:
City of Pacific Grove
Special Event Application - Fiscal Year 2020/2021

Agreement

I hereby certify the foregoing statements to be true and correct and that I am authorized to sign this Application on behalf of the sponsoring organization. I agree, on behalf of the sponsoring organization, to indemnify, defend and hold harmless the City of Pacific Grove, its City Council, officers, agents, and employees from and against any and all loss, damages, liability, injury, claims, suits costs and expenses, whatsoever, including attorney's fees, regardless of the merit or outcome of any such claim or suit arising from or in any manner connected to the requested activity. I also agree that, if the request is approved, to comply with all application and permit conditions, and understand that failure to comply with any conditions, or any violation of the law may result in immediate cancellation of the event, denial of future events and/or criminal prosecution.

Authorized Event Representative: Name (Print):  
Organization Name:  
Signature:  
Title:  
Telephone:  
Date:  

Contact Information

City of Pacific Grove Special Events  
Recreation Department  
302 16th St.  
Pacific Grove, CA 93950  
831.648.3134  
ksusic@cityofpg.org

City Hall  
300 Forest Ave  
Pacific Grove, CA 93950  
831.648.3100  
Fax: 831.375.9863

City Staff Approval

COMMENTS:

Signature  Date

Recreation Board Approval

COMMENTS:

Signature  Date

City Council Approval

COMMENTS:

Signature  Date
PORTABLE TOILET FORMULA

How many portable restroom rentals do I need for my guests or patrons in attendance?

Duration of Event

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</table>

ADA Compliant Regulations

Under section 4.1.2(6) of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), requires that at least 5% (and no less than one) of toilets units complying with ADA guidelines be installed at each cluster of portable toilet or bathing units. Accessible units must be clearly identified and must be large enough to allow wheelchairs to make a 180-degree turn.
TO: Recreation Board
FROM: Kyle Susic, Recreation Manager
MEETING DATE: February 27, 2020
SUBJECT: Annual Recreation Board Work Plan Review

RECOMMENDATION

DISCUSSION
Each year in February the Recreation Board is asked to review the Rec Board Work Plan and update its goals and priorities for the upcoming year.

The Recreation Board acts in an advisory capacity to the City Council on matters pertaining to recreation programs, facilities, parks and special events. The Recreation Board Work Plan is designed to assist recreation staff with implementing the vision created by the Recreation Assessment results. It serves as a roadmap for prioritizing projects, programs and tasks, as well as create a source of accountability for staff to use in their evaluation of the department throughout the year. The goals and status of the projects and priorities are continuous.

OPTIONS
1. Take no action
2. Provide alternate direction

ATTACHMENTS

RESPECTFULLY SUBMITTED,

RECREATION PROGRAM MANAGER
<table>
<thead>
<tr>
<th>Goal</th>
<th>Tactic</th>
<th>Supporting Action</th>
<th>Staff / Board Members</th>
<th>Status Indicator</th>
<th>Status Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Assess Parks and Rec Facilities</td>
<td>1A. Create inventory and gather metrics of the current parks/facilities, including equipment, access and services.</td>
<td>Board Member Gibson</td>
<td>In Progress</td>
<td>Formalizing a Parks and Recreation Facilities Assessment Template.</td>
<td></td>
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<tr>
<td>1B. Explore the idea of a Dog Park</td>
<td></td>
<td></td>
<td>Ongoing</td>
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<tr>
<td>1C. Develop consistent methodology to assess parks and facilities annually.</td>
<td></td>
<td></td>
<td>Ongoing</td>
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</tr>
<tr>
<td>2. Create/Initiate George Washington Park Recreation Master Plan</td>
<td>2A. Recommend specific improvements to be made at the park.</td>
<td>Sub Committee: David Baird, Dionne Ybarra</td>
<td>Complete</td>
<td>In July of 2019, the G.W. Sub Committee presented an update to the current state of George Washington Park as well as proposed a list of improvements and design features for future projects.</td>
<td></td>
</tr>
<tr>
<td>2B. Write Recreation Board component of the G.W. Park Management Plan</td>
<td></td>
<td>Sub Committee: David Baird, Dionne Ybarra</td>
<td>Near Completion</td>
<td></td>
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</tr>
<tr>
<td>2C. Secure funding for improvements and projects</td>
<td></td>
<td></td>
<td>Ongoing</td>
<td></td>
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</tr>
<tr>
<td>3. Redesign Youth Center</td>
<td>3A. Identify areas needing improvement</td>
<td>Staff</td>
<td>Complete</td>
<td>City staff identified 4 specific areas of improvement to the Youth Center: New Interior Paint, Customer Service/front desk, homework/computer lab, new flooring.</td>
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</tr>
<tr>
<td>3B. Prioritize and complete projects as identified.</td>
<td></td>
<td>Staff</td>
<td>Near Completion</td>
<td>In April of 2019, Phase 1 of a 4 part Youth Center redesign was completed with the application of new interior paint. In May of 2019, Pasee II was completed with the installation of a customer service &quot;front&quot; desk work space. In May 2019, Phase III was completed with the installation of a &quot;homework room/computer lab&quot;.</td>
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<tr>
<td>4. Upgrade Chautauqua Hall</td>
<td>4A. Identify areas needing improvement</td>
<td>Staff</td>
<td>Ongoing</td>
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<td>4B. Prioritize and complete projects as identified.</td>
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<td>Staff</td>
<td>Ongoing</td>
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<tr>
<td>Expand Youth and Adult Recreation Programs: Increase participation of youth and adults in recreation programs through development of new activities and partnerships with local businesses and recreation organizations.</td>
<td>1. Develop Partnerships with local businesses and recreation organizations</td>
<td>1A. Explore program contract and joint-use opportunities.</td>
<td>Staff</td>
<td>Created new contract model for Contracted Recreation Instructors that will allow Recreation to partner with instructors and non-profits by offering programs and activities through the Recreation Department registration platforms. Partnered with Library Staff to offer monthly Preschool Storytime @ Community Center.</td>
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<td></td>
<td>2. Improve quality of Recreation Programs</td>
<td>2A. Use needs assessment to determine where the quality is low and to explore additional recreation program opportunities.</td>
<td>Staff</td>
<td>Development of new Recreation Programs in 2019: Little Adventures Summer Program, Fall Break All Sports Camp, Parents Night Out.</td>
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<td>Marketing &amp; Communication: Increase recreation awareness and public outreach through digital marketing, personal notifications, customer service and installment of online recreation database.</td>
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<tr>
<td><strong>1. Improve Outreach to Citizens</strong></td>
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<tr>
<td><strong>1A.</strong> Create notification system for events, programs and projects.</td>
<td>Staff</td>
<td>In Progress</td>
<td>In May 2019, the Recreation Management Software, Civic Rec was launched. The platform allows for announcements to be sent to all participants for new programs, department news and class information.</td>
<td></td>
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<td><strong>1B.</strong> Create social media accounts and add recreation to city's weekly updates.</td>
<td>Staff</td>
<td>In Progress</td>
<td>Facebook &amp; Instagram Account that is updated regularly with information regarding upcoming programs/events, department news, program highlights and general community information. Attended and provided information on upcoming Recreation programs/events at 5 Local Community Events during 2019. Hosted the Recreation Programs Expo on December 15, 2019. Regularly post announcements and programs features.</td>
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<td><strong>2. Develop and expand Recreation Management Software</strong></td>
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<td><strong>2A.</strong> Develop a system to receive, track and report in person and online program registrations, facility reservations, participation numbers and member contact information</td>
<td>Staff</td>
<td>Complete</td>
<td>The Recreation Management Software, Civic Rec was launched on May 22, 2019. By the conclusion of 2019, all program registrations, park/facility reservations and household accounts/information are processed through the online platform.</td>
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 AGENDA REPORT

TO: Recreation Board
FROM: Kyle Susic, Recreation Manager
MEETING DATE: February 27, 2020
SUBJECT: Joint Use Agreement with PGUSD

RECOMMENDATION
Staff suggests that the Recreation Board review and recommend approval by City Council of the Joint Use of Facilities Agreement with Pacific Grove School District as drafted.

DISCUSSION
In previous years, the City of Pacific Grove and PGUSD have used one another’s facilities for the conduction of a variety of recreational, educational and community events without a formal agreement in place. In addition, PGUSD has utilized the Public Works yard for the storage and operation of school buses and transportation needs.

Prior to the start of the 2020-2021 school year, representatives from both entities agreed that a formal agreement should be in place that outlines the use of facilities by each organization, provides direction for the activities, classes and groups that are authorized and associated with each entity and addresses the requirements for access, facility use fees, maintenance and custodial, building identification, insurance requirements, etc.

This draft agreement has been reviewed and agreed to by PGUSD and City upper management staff as well as the respectable legal departments.

The Joint Use of Facilities Agreement was submitted for review by the PGUSD Board of Education at their February 13, 2020 Board Meeting. It is anticipated that this agreement will go before the elected officials of the City of Pacific Grove as well as PGUSD for additional comments and feedback at future meetings prior to the agreement being finalized.

OPTIONS
1. Take no action
2. Provide alternate direction

ATTACHMENTS
1. Joint Use of Facilities Agreement

RESPECTFULLY SUBMITTED,

RECREATION PROGRAM MANAGER
AGREEMENT BETWEEN THE CITY OF PACIFIC GROVE
AND THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOINT USE OF RECREATION AND PUBLIC WORKS FACILITIES

THIS JOINT USE AGREEMENT is made and entered into this ___ day
of __________ 2019, by and between the City of Pacific Grove ("City"), a municipal
corporation, and the Pacific Grove Unified School District, a political subdivision of the State of
California ("PGUSD"), referred to collectively herein as "the Parties."

FACTS

a) California Education Code section 10900, et seq., the Community Recreation Act,
authorizes/encourages school districts and cities to organize, promote, and conduct
community recreation programs and activities to promote the health and general
welfare of the community; and,

b) PGUSD is the owner of real property in the City, including facilities and active use
areas capable of use by the City for community recreational purposes; and,

c) The City is the owner of real property in the City, including facilities and active use
areas capable of use by PGUSD for school transportation and recreational purposes;
and,

d) Under appropriate circumstances these publicly held lands and facilities should be used
efficiently to maximize use and increase recreational opportunities for the community;
and,

e) California Education Code section 10905 authorizes the Parties to enter into
agreements with each other to promote the health, safety and general welfare of the
community and contribute to enhance the recreational opportunities afforded to children
in the community; and

NOW, THEREFORE, PGUSD and the City agree to cooperate with each other as
follows:

1. Term
   This Agreement will begin on ________________ and shall automatically renewed yearly
   unless terminated as provided for in Section 19.

2. Prior Agreements
   The Parties agree that as of the effective date of this Agreement, any and all previous
   agreements for use of City and PGUSD recreation and/or public works facilities shall
   terminate and be replaced by this Joint Use Agreement.

3. Effective Date
   This Agreement takes effect on ________________

4. Additional Attachments
The following exhibits are attached and incorporated by reference; these constitute an integral part of this Agreement:

a. Attachment A: A list of PGUSD Properties and activities subject to this Agreement.
b. Attachment B: A list of City Properties and activities subject to this Agreement

5. Cooperative Agreement

PGUSD and the City agree to cooperate in coordinating programs and activities conducted on specific properties and facilities listed on Attachment A ("PGUSD Property") and Attachment B ("City Property"). PGUSD and the City shall have the right to add or exclude properties during the term of this Agreement, provided any such change shall be in writing and approved by the governing body of the agency that owns the property. Reference to PGUSD Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located. As used in this Agreement, the term "Owner" shall mean the party to this Agreement that owns a particular property and/or facility covered by this Agreement, and "User" shall mean the other party using the Owner's property and/or facility under the terms of this Agreement. "Public Access Hours" shall mean the hours during which the City or third parties use PGUSD Property.

6. Permitted Uses

a. PGUSD Property

i. PGUSD Use
PGUSD shall be entitled to the priority use of PGUSD Property for public school and school-related educational and recreational activities, including summer school, and at such other times as PGUSD Property is being used by PGUSD or its agents.

ii. City Use
At all other times and subject to the schedule developed by the City and PGUSD, the City and third parties authorized by the City shall be entitled to use PGUSD Property, without charge, for community recreational and educational purposes for the benefit of PGUSD students, PGUSD, City program participants, and the City at large. The City's obligations under this Agreement shall apply to third parties using PGUSD Property during periods of City use. During such times, the City shall be responsible for ensuring that third parties comply with all obligations under this Agreement when using PGUSD Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

b. City Property

i. The City shall be entitled to priority use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by the City.

ii. At all other times and subject to the schedule developed by the City and
PGUSD, City shall permit PGUSD to use City Property, without charge, for PGUSD educational and recreational activities and/or programs at recreational facilities and utilize the Public Works yard for the storage and operations of PGUSD school buses. Use of City Property by PGUSD, under this Agreement, shall apply only to authorized PGUSD activities, programs and events. PGUSD support groups (Boosters, PTA’s, Alumni, etc.) are not subject to the terms of this agreement.

7. **Communication**

   PGUSD and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement. The designated employees shall review the Agreement by January 1st each year to evaluate the joint use project, determine changes to the following school year schedule, and to propose amendments to this Agreement.

8. **Notices**

   Notices required under this Agreement shall be delivered personally or by first class, postage pre-paid mail to the City’s and PGUSD contract administrators at the addresses listed below:

   **FOR CITY:**
   
   Recreation Manager  
   Pacific Grove Recreation  
   Name and Title  
   300 Forest Avenue  
   Pacific Grove, CA 93950  
   Address  
   (831) 648-3134  
   Phone

   **FOR PGUSD:**
   
   Director of Facilities & Transportation  
   Pacific Grove Unified School District  
   Name and Title  
   471 Junipero Ave  
   Pacific Grove, CA 93950  
   Address  
   (831) 646-6510  
   Phone

9. **Scheduling Use of Property**

   a. **Master Schedule**

   PGUSD and City shall develop a master schedule for joint use of PGUSD and City Property to allocate property use to PGUSD, City, and third parties. Designated PGUSD and City employees shall schedule meetings at such other times as mutually agreed upon by MPUSD and City. At these meetings, PGUSD and City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming schedule.

   b. **Scheduling Use of City Property**

   The City shall have sole responsibility for scheduling use of City Property when the City and PGUSD are not using the Property.

   c. **Scheduling Use of City Property**

   PGUSD shall have sole responsibility for scheduling the use of PGUSD Property when the City and PGUSD are not using the Property.
10. **Documentation and Allocation of Facilities Use and Operational Costs.**

   a. **Tracking Use of Facilities**
      PGUSD and the City shall each maintain a record setting forth the dates, times, and type of use of their respective properties under this Agreement.

   b. **Documentation of Costs**
      PGUSD and the City shall maintain records of costs associated with the Agreement.

11. **Fees and Charges**

   a. **Admission Fees to City Properties**
      Any admission fees for recreational activities on City Property must receive prior written approval from the City Manager or designee.

   b. **City Use of PGUSD School Busses**
      City shall pay any fees and costs associated with use of PGUSD School Buses for transportation of recreation participants during scheduled City programs.

   c. **Annual Review of Benefits**
      PGUSD and City shall annually review the exchange of benefits based upon hours of use, costs, fees, and capital investments.

12. **Improvements**

   a. PGUSD shall obtain prior written consent of the City to make any alterations, additions, or improvements to City Property; the City shall obtain prior written consent of PGUSD to make any alterations, additions, or improvements to PGUSD Property.

   b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.

   c. Each Party may, for good cause, require demolition or removal of any equipment, alterations, additions, or improvements made by the other Party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or PGUSD's need to use PGUSD Property for educational purposes or the City's need to use City Property for municipal purposes.

   Following such removal, User shall return the Property to the Owner in the same or better condition as it was prior to installation of the equipment or improvement.

   d. In an emergency required to protect public health and safety, the Party using the property in question shall secure the site and take all reasonably necessary steps to protect public safety. After the emergency, both Parties shall obtain written consent regarding any permanent site change. Costs shall be determined based on ownership of the site or, as applicable, the equipment or improvements involved.
13. Supervision and Security

a. Supervision and Enforcement
Each User shall train and provide an adequate number of competent personnel to supervise all scheduled activities on the Owner's Property. The User shall enforce all of the Owner's rules, regulations, and policies while supervising activities or programs on the Owner's Property, including but not limited to hours or other terms of use such as occupancy or noise limits.

b. Security
The Owner shall provide the User with access to the Owner's Property. The Owner will provide keys, security cards, and training as needed to the User's employee(s) responsible for opening and locking the Owner's Property while supervising activities or programs.

c. Inspection and Notification
The User shall inspect the Owner's Property after each use to ensure each site used is returned in the condition it was received. The User shall ensure the Owner is notified within ________ hours/days in the event that the Owner's Property suffers damage during User’s use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner’s designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

14. Supplies
The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner's Property.

15. Utilities
The Owner agrees to provide all onsite utilities at the agreed upon sites.

16. Maintenance and Custodial Services

a. Maintenance
The User agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use keep the Owner's Property in neat order.

The Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties.

b. Custodial
The Owner shall make its restrooms and trash receptacles available during the User’s use of Owner’s Property. The Owner shall provide janitorial services, without charge, for all facilities on the Owner's Property. If it is determined that the User left the premises in a condition which requires additional services, the User will be charged at a rate of $50.00/hour.

c. Inspection
Each party is responsible for inspecting the others' facilities to determine suitability for the intended use/purpose. The properties are generally accepted "as-is".
17. Restitution and Repair

a. The User shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Owner's Property during the User's use of that Property.

b. Repairs
Except as may be subsequently mutually agreed in writing, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under section 21d below of this Agreement that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.

c. Reimbursement Procedure
The Owner shall send an invoice to the User's designated employee within _____ days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within ____ days from receipt of such invoice.

18. Liability and Indemnification

a. The City shall defend, indemnify, and hold PGUSD, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.

b. PGUSD shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

19. Insurance

Without limiting the Parties duty to indemnify, each Party shall maintain in effect throughout the term of this Agreement a policy or policies of insurance in a bona-fide program of public liability, auto and workers' compensation insurance either through self-insurance or through a combination of commercial insurance and self-insurance sufficient to cover their liability obligations under this Agreement. Each Party recognizes and accepts the other Party's bona-fide program of public liability, auto and workers' compensation insurance.

20. Termination
During the term of this Agreement, the Parties may terminate the Agreement for any reason by giving written notice of termination to the other Party at least six (6) months prior to the
21. **Miscellaneous Provisions**

   a. **Conflict of Interest.** The Parties represent that they presently have no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the services required under this Agreement.

   b. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the City and the PGUSD and ratified by the governing board of each agency.

   c. **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the PGUSD. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

   d. **Disputes.** The Parties shall continue to perform under this Agreement during any dispute. PGUSD and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

   e. **Assignment and Subcontracting.** The Parties shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other Party.

   f. **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

   g. **Headings.** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

   h. **Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement.

   i. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California. Venue shall be in the County of Monterey.

   j. **Nonexclusive Agreement.** This Agreement is nonexclusive and both City and PGUSD expressly reserve the right to contract with other entities for the same or similar services.

   k. **Construction of Agreement.** The City and PGUSD agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

   l. **Counterparts.** This Agreement may be executed in two or more counterparts, each
of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

m. Authority. Any individual executing this Agreement on behalf of the City or the PGUSD represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

n. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the PGUSD with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the PGUSD as of the effective date of this Agreement, which is the date that the City signs the Agreement.

o. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

p. Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

CITY OF PACIFIC GROVE

By ____________________________
City Manager or Mayor

ATTEST

By ____________________________
City Clerk

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By ____________________________
Superintendent of Schools

ATTEST

By ____________________________
Clerk of the School Board
City of Pacific Grove Properties and Activities

City of Pacific Grove facilities authorized for use by PGUSD:

- Pacific Grove Community Center  
  515 Junipero Ave

- Pacific Grove Youth Center  
  302 16th St

- Chautauqua Hall  
  16th & Central Ave.

- Lovers Point Park

- Caledonia Park

- Pacific Grove Municipal Ballpark

- George Washington Park

- Morris Dill Tennis Courts

City of Pacific Grove Recreational activities authorized on and/or at PGUSD facilities:

- Recreational sports practices and games

- Summer and school break camp activities

- Training of recreation staff

- Performing Arts performances, showcases and events
Pacific Grove Unified School District Properties and Activities

Pacific Grove Unified School District facilities authorized for use by City of Pacific Grove:

- Pacific Grove High School (Gymnasium, Sports Fields, Swimming pool)
  615 Sunset Dr.

- Pacific Grove Middle School (Gymnasium, Sports Fields, Performing Arts Center)
  835 Forest Ave.

- Robert Down Elementary (Sports fields, Auditorium)
  485 Pine Ave.

- Forrest Grove Elementary
  1065 Congress Ave.

- Pacific Grove Adult School
  1025 Lighthouse Ave.

PGUSD activities authorized on and/or at City of Pacific Grove facilities:

- Sports team practices and games
- Adult School classes and programs
- District organized student recognition events, lunches and celebrations.
TO: Recreation Board
FROM: Kyle Susic, Recreation Manager
MEETING DATE: February 27, 2020
SUBJECT: CIP Project Submissions

RECOMMENDATION
Recommend submittal of George Washington Park Design to CIP for FY 20/21

DISCUSSION
The development of the CIP is a collaborative process. There is a formal means for submitting project ideas. Submission deadline is 3/12/2020.

What qualifies as a Capital Improvement?
A Capital Improvement is defined as a property, plant, or improvement having a useful life of two or more years and a total amortized acquisition and maintenance cost of $5,000 or more. These are nonrecurring projects and often include maintenance, repairs, improvements or acquisition of City assets.

Process
After the submission period has closed, the City Manager, Administrative Services and Public Works Departments will review all projects from a variety of approaches and prioritize them. Subsequently, a recommended project list will be sent to the City Council for input/approval.

OPTIONS
1. Take no action
2. Provide alternate direction

ATTACHMENTS

RESPECTFULLY SUBMITTED,

RECREATION PROGRAM MANAGER
TO: Recreation Board
FROM: Kyle Susic, Recreation Manager
MEETING DATE: February 27, 2020
SUBJECT: Recreation Department Updates

Recreation Updates
- Registration is ongoing for all 2020 Spring Programs. Community Center staff is will be offering a new program, Elementary Art on Wednesdays in March.
- Recruitments are open for summer staffing. Positions include, Lifeguards, Swim Instructors, Camp Staff and Pre-School Aid’s.

Special Events
- The annual Together With Love Run/Walk was held on Sunday, February 9 at Lover’s Point Park. It was a successful event with great weather. The proceeds from the event support the Monterey County Rape Crisis Center.

Financial Reports
- The revenue report for the month of January was reported at $36,465.64
- The expenditures for the month of January as reported at 67,791.96.
- The current revenue collected for the 2019-2020 fiscal is $154,339.75, or at 59% of expectations.
- The current expenditures for the 2019-2020 fiscal year are $445,193.47 or 58% of the budget.
(please, see the attached reports.)

ATTACHMENTS
1. 2020 Spring Flyer
2. Revenue Summary
3. January Revenue Report
4. January Revenue Expenditures

RESPECTFULLY SUBMITTED,

RECREATION PROGRAM MANAGER
**Elementary Art**
Learn the foundations of art such as color, texture, technique, and composition. Projects include drawing, painting, sculpting, and more.

**Days:** Wednesdays  
**Dates:** March 4-April 1  
**Fees:** $50.00 | $45.00 (PG Resident)  
**Times:** 3:30-4:30PM (3rd-5th Grade)  
4:30-5:30PM (K-2nd Grade)

**Teach Me To...**
Children are given the opportunity to learn a new skill with their parent by their side. Come complete a project together in an uplifting, educational environment.

**Dates:** February 15 (Teach Me To Build)  
March 21 (Teach Me To Craft)  
April 18 (Teach Me To Garden)  
**Time:** 10:30 AM-Noon  
**Fees:** $20.00 | $18.00 (PG Resident)

**All Sports Camp**
It's a new sport every day at All Sports Camp! Participants are instructed on the fundamentals of soccer, basketball, football, and track & field through a variety of drills and creative games.

**Days:** Monday-Friday  
**Dates:** April 6-10  
**Times:** 9:00AM-12:00PM

**Spring Break Adventure Camp**
It's spring time fun at PG Adventure Camp! Campers will take walking field trips to local parks daily. Activities include recreational games, movies, sports, arts & crafts, music, & more!

**Days:** Monday-Friday  
**Dates:** April 6-10  
**Times:** 9:00AM-4:00PM  
Extended Care 7:30AM-5:30PM  
**Fees:** $191.00 | $172.00 (PG Residents)

**PG Track Club**
PG Track Club focuses on the techniques and skills of running, jumping, and overall coordination. Practice and compete in events such as sprints, distance running, hurdles, long jump, and more.

**Days:** Wednesdays  
**Dates:** April 15-May 20  
**Times:** 3:30-5:00PM

**Dance Classes**
A variety of dance classes are offered for students of all levels. New sessions and classes are available monthly.

Afro-Latin Dance: Ages 8-17  
Jazzamatazz: Ages 4-8  
Arab Dance: Ages 3-17 Years  
Ballet: Ages 3-5 Years  
Irish Dance: Ages 5-12 Years

For the complete list of classes, dates, and fees, visit www.cityofpg.org/recreation

**Soccer Clinics**
Kidz Love Soccer offers non-competitive youth soccer clinics for players of all skill levels. Instruction focuses on the fundamentals of soccer in an engaging and encouraging team-centered environment.

**Days:** Mondays  
**Dates:** April 13-May 18  
**Times:** Varies by age group

**302 16th St., Pacific Grove | 831.648.3134 | Register @ cityofpg.org/recreation**

Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.
## RECREATION REVENUE SUMMARY

Fiscal Year | July - June

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TOTAL DIVISION-421 RECREATION OPERATIONS
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TOTAL RECREATION OPERATIONS        .00    75.27  .00    75.27  -75.27  .00

TOTAL REPORT 260,900.00 36,465.64 .00 154,339.75 106,560.25 59.16
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**TOTAL REPORT**

771,389.00  67,791.96  1,598.13  445,193.47  324,597.40  57.92