

**PLEASANT VALLEY RECREATION & PARK DISTRICT
CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS
601 CARMEN DR., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
March 1, 2023**

5:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #733

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

1) Conference with Legal Counsel – Anticipated Litigation

The Board of Directors will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), because there is a significant exposure to litigation in two cases.

C. Reconvene into Regular Meeting

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).

5. PRESENTATIONS

A. Nature Center Classroom Update

B. Capital Projects Update

6. PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.

7. CONSENT AGENDA – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.

A. Minutes for Special Board Meeting of January 28, 2023 and Regular Board Meeting of February 1, 2023

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before January 31, 2023.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for January 2023.

D. Consideration and Approval of Water Conservation Agreement Between the District and Barry60 LP

Approval of the agreement would incorporate water savings projects at Lokker Park and the Community Center Park.

E. Consideration and Approval to Authorize the General Manager to Sign an Agreement with the City of Camarillo to Produce the Summer Concert Series

District and City staff have negotiated an agreement to start in 2023 to produce the 2023, 2024 and 2025 Summer Concert Series at Constitution Park.

F. Consideration and Approval of Request for Proposals for 2023 Summer Concert Series Sound and Lighting

The District is looking for qualified firms that have professional equipment and expertise in the field to submit a request for proposals (RFP) for the 2023-2025 Summer Concert Series with the potential of two (2) 1-year extensions.

G. Consideration and Approval of Agreement for Installation of Dish Cell Tower at Mission Oaks Park

The DISH antenna is to be attached to an existing sports field light pole and utilize an existing enclosure at Mission Oaks Park.

H. Consideration and Approval of Updated Travel Policy

The intent of this Policy is to assure that any and all District funds expended for District business are properly used for the benefit of the District and are properly accounted for by the District.

I. Consideration and Approval of a Two-Year Agreement Between Pleasant Valley Recreation and Park District and the Roadrunner Radio-Control Club at Freedom Park

The proposed length of the Agreement is two (2) years beginning March 2023 and expiring February 28, 2025.

J. Ratification of Urgency Purchase of 2023 Ford Maverick

The Board had previously authorized \$35,000 to purchase the vehicle, but the scarcity of inventory over the last several months led to the decision to purchase the Maverick as an Urgency Purchase.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of the FY 2021-2022 Annual Financial Report as Prepared by Moss, Levy & Hartzheim LLP, CPAs

The opinion of the auditor reflects that the District's financial statements present fairly, in all material respects, the respective financial position for the year ending June 30, 2022, in conformity with accounting principles generally accepted in the United States of America.

Suggested Action: A MOTION to Approve the Annual Financial Report for FY 2021-2022 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

B. Las Posas Equestrian Park Trails Update

Board direction is requested for next steps regarding the Las Posas Equestrian Park trails.

Suggested Action: Provide staff direction.

C. Consideration And Approval of Resolution No. 731 Approving and Adopting the Mid-Year Budget Adjustments and Transfers for Fiscal Year 2022-2023

Budget revisions during the fiscal year are consistent with accounting practices and recommended by the District's auditors.

Suggested Action: A MOTION to Approve Resolution No. 731, Approving and Adopting the Mid-Year Budget Adjustments and Transfers for FY 2022-2023.

D. Consideration and Approval of Bid Awards for the Freedom Park Dog Park Fencing and Electrical

Several bids came in for the installations of both the fencing and the electrical for an enclosed lighted dog park at Freedom Park.

Suggested Actions: A MOTION to Authorize and Approve the General Manager to enter into the following agreements:

1. with Quality Fence Company for the fencing for a not to exceed amount of \$49,343.

AND

2. with L.A. Electricom for the electrical for a not to exceed amount of \$100,924.

E. Consideration and Approval of Resolution No. 732 Authorizing the General Manager to Apply for Santa Monica Mountain Conservancy Grant Funds of \$100,000 for the Purchase of the "Cactus Hill" Property (APN #160-0-050-415)

Utilizing funds from the Santa Monica Mountains Conservancy, the Mountains Recreation & Conservation Authority is willing to officially participate on behalf of the District in the public auction in order to purchase the property.

Suggested Action: A MOTION to Approve Resolution No. 732 authorizing the General Manager to apply for general Grant Funding to the Santa Monica Mountains Conservancy for a maximum of \$100,000 for the property acquisition of APN #160-0-050-415.

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chair Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Long Range Planning, Policy
- E. Ad Hoc Committees – Miracle League
- F. Foundation for Pleasant Valley Recreation and Parks
- G. General Manager's Report
- H. Board Members

10. ADJOURNMENT

Notes: The Board of Directors reserves the right to modify the order in which agenda items are heard. Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the Friday preceding the Wednesday Board meeting.

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (*i.e.*, a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**Pleasant Valley Recreation and Park District
Administration Office – Senior Center
Minutes of Special Meeting
January 28, 2023**

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

i. Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Government Code section 54957.6, with the General Manager, Human Resources Specialist, and District counsel, the District's negotiators, regarding labor negotiations with: (a) Service Employees International Union, Local 721, representing the District's employees, and (b) all other unrepresented employees.

C. Reconvened into Regular Meeting – at 9:23 a.m. with nothing to report.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Directors Dransfeldt, Roberts and Magner were present. Director Malloy was absent. Director Kelley joined remotely at 10:27 a.m.

4. ADOPTION OF AGENDA

Chair Magner called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to adopt the agenda as presented.

Voting was as follows:

Ayes: Roberts, Dransfeldt, Chair Magner

Noes:

Absent: Kelley, Malloy

Motion: Carried

**Motion to
Adopt
Agenda as
Presented**

Carried

5. OPEN COMMUNICATIONS/PUBLIC FORUM

Dan Johnston with AYSO asked that PVRPD staff and the Board reconsider Brightview's maintenance contract at Pleasant Valley Fields. He stated that the park is being ruined by the contractor as is evident by the excessive truck ruts, oil spills and also glass found in the top spread. Mr. Johnston questioned the District's stance with user group partnerships, stewardship and sustainability.

6. NEW ITEMS-DISCUSSION/ACTION

A. ANNUAL BOARD GOAL SETTING WORKSHOP

General Manager Mary Otten reviewed the progress made toward the fulfillment of the 2021-2026 Strategic Plan and provided an outline to discuss projects, programs, and activities that impact the FY 2023/2024 Budget. Discussion included: monetary commitments to the multi-generational facility at the Community Center and to the Freedom Park pickleball complex; the comprehensive master parks plan; integration of ADA plan; Quimby grant opportunities; expansion of the Calleguas Creek Bike/Walking Trail; clean initiatives; Board Committee goals; possible pilot program with defibrillators in sports parks; checking into the Dos Caminos building restrooms; internet upgrades for board meetings in the Senior Center; and a Constant Contact upgrade.

7. ADJOURNMENT

Chair Magner adjourned the meeting at 11:33 a.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Elaine Magner
Chair**

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
February 1, 2023**

6:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present except for Director Malloy.

4. AMENDMENTS TO THE AGENDA

Chair Magner called for a motion. A motion was made by Director Dransfeldt and seconded by Director Roberts to accept the agenda as presented.

**Motion to
Approve the
Agenda as
Presented**

Voting was as follows:

Ayes: Dransfeldt, Roberts, Kelley, Chair Magner

Noes:

Absent: Malloy

Carried

Motion: Carried

5. PUBLIC COMMENT

Chair Magner received 2 speaker cards. Jeannette Rossling with AYSO Region 68 stated that in November 2022 poor quality topsoil with glass and rocks was spread on the Pleasant Valley Fields turf. Two months later, people are still finding shards of glass in the turf and Ms. Rossling is concerned with player safety. She also has concerns with the extensive loss of field time use. Ms. Rossling would like an evaluation of the maintenance and rest closure periods and a complete report of the Brightview issue at PV Fields.

Doug Blois of Camarillo thanked the Board and park staff for the upgrade to the tennis courts at Mission Oaks Park. He stated that they are now on par with the best courts around.

Dan Johnston (AYSO) via Zoom shared his frustration with the maintenance issues and management of Pleasant Valley Fields. Mr. Johnston reported that to combat a contractor chemical spill and the glass shard issues, the District has allowed dually trucks and one way equipment patterns which are further damaging the turf. Mr. Johnston stated that sports park users are asked to comply with turf rules including turf shoes and moving goals to minimize their impact on the grass and would like to know why the District is allowing Brightview to continue as a contractor with the District.

Ian McGrau, an AYSO coach, stated that Brightview (formerly Valley Crest) is no longer being used by some Ventura County organizations because of the company’s inferior quality of work. Mr. McGrau stated that the coaches have had very few places to practice while PV Fields was closed for the extra time due to the turf damage caused by the contractor.

6. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of January 4, 2023
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Consideration and Adoption of Resolution No. 729 Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and All Standing Committees of the District for the 30-Day Period Beginning February 1st, 2023 through February 28th, 2023 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361
- E. Consideration and Adoption of Resolution No. 730 Directing SCI Consulting Group to Prepare the FY 2023-2024 Engineer’s Report for the Assessment District
- F. Consideration and Approval of Contract Extension for the Park Maintenance and Recreation Improvement District

Chair Magner called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve the Consent Agenda.

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Roberts, Dransfeldt, Kelley, Chair Magner

Noes:

Absent: Malloy

Carried

Motion: Carried

7. NEW ITEMS – DISCUSSION/ACTION

- A. Consideration and Approval of Bid Award for the Miracle League Field at Freedom Park

Park Services Manager Bob Cerasuolo presented the bid results for the construction phase of the Miracle League Field. Construction is set to begin February 27, 2023.

Chair Magner called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve and authorize the General Manager to enter into an agreement between the District and Hughes General Engineering Inc. for the construction of the Miracle League Field at Freedom Park, not to exceed the budget of \$1,359,457.

Motion to Approve Hughes General Engineering for Miracle League Field

Voting was as follows:

Ayes: Roberts, Dransfeldt, Kelley, Chair Magner

Noes:

Absent: Malloy

Motion: Carried

Carried

B. Provide Staff with Direction on the Valle Lindo Park Turf Removal Project
Park Services Manager Bob Cerasuolo presented options for turf mitigation at Valle Lindo Park. Options were to continue with the design that was originally approved by the Board which is approximately 69,000 sq ft. or to eliminate the area on Coe St. for turf removal and continue with just the area around the tennis courts which is approximately 39,000 sq ft. The Board directed staff to proceed with the second option at this time.

8. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Magner

B. Ventura County Special District Association/California Special District Association – VCSDA – Chair Magner stated there will be a meeting next Tuesday. CSDA - Chair Magner stated that she has become CSDA president as of January 1, 2023.

C. Ventura County Consolidated Oversight Board – No report.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported that the January 23 meeting covered tax defaulted property acquisitions and the District may be able to have access to properties. The Rim of the Valley Corridor Preservation Act did not pass in Congress.

E. Standing Committees – Finance – Director Dransfeldt reported that revenues are up and that with investment rates increasing, staff will speak to Pacific Western Bank about a better interest rate. Personnel – Director Kelley reported that the committee discussed which districts will be included in the class and comp study.

F. Ad Hoc Committees – Miracle League – Chair Magner stated that the bids were opened, and the District is moving forward with construction with Hughes Engineering.

G. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt reported that there will be a Poker Tournament at Flatfish Brewing Company on March 16 and that the next monthly fundraiser will be held on March 1 at Sharkey’s.

H. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events.

I. Board Members – The Directors updated on the meetings and District events they attended for the month. There was a recommendation that the Liaison Committee review the Brightview contract.

10. ADJOURNMENT

Chair Magner adjourned the meeting at 7:10 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Elaine Magner
Chair

CASH REPORT

	1/31/2023	1/31/2022
	Balance	Balance
Restricted Funds		
Debt Service - Restricted	\$ 142,179.35	\$ 270,229.33
457 Pension Trust Restricted	\$ 69,178.39	\$ 83,851.08
Quimby Fee - Restricted	\$ 1,100,434.38	\$ 360,404.22
Ventura County Pool - Restricted	\$ 5,645,496.22	\$ 3,305,160.70
Park Impact Fees	\$ 182,350.00	\$ 165,364.20
Miracle League 805	\$ 1,308,373.04	\$ -
FCDP Checking	\$ 13,601.16	\$ 13,601.16
Total	\$ 8,461,612.54	\$ 4,198,610.69

Semi-Restricted Funds		
Assessment	\$ 1,031,304.10	\$ 815,962.43
Capital Reserves	\$ 500,000.00	\$ 345,025.05
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Designated Project	\$ 230,484.00	\$ -
LAIF - Capital	\$ 1,350,318.77	\$ 2,072,848.10
PacWest/CalCLASS - Capital	\$ 1,847,858.65	\$ -
Contingency - Dry Period	\$ 462,337.09	\$ 361,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ -
Contingency - Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 25,000.00	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 200,000.00
Total	\$ 5,947,146.41	\$ 3,894,679.38

Unrestricted Funds		
Contingency	\$ 4,006,230.08	\$ 4,697,312.75
LAIF/Cal Trust - Contingency	\$ -	\$ -
General Fund Checking	\$ 734,638.40	\$ 140,372.32
Total	\$ 4,740,868.48	\$ 4,837,685.07

Total of all Funds **\$ 19,149,627.43** **\$ 12,930,975.14**

	2/10/2023	2/28/2022
	Balance	Balance
Restricted Funds		
Debt Service - Restricted	\$ 142,179.35	\$ 135,569.70
457 Pension Trust Restricted	\$ 69,178.39	\$ 75,376.80
Quimby Fee - Restricted	\$ 1,100,133.57	\$ 321,613.52
Ventura County Pool - Restricted	\$ 5,645,496.22	\$ 3,305,160.70
Park Impact Fees	\$ 182,350.00	\$ 165,364.20
Miracle League 805	\$ 1,307,852.76	\$ -
FCDP Checking	\$ 13,601.16	\$ 13,846.66
Total	\$ 8,460,791.45	\$ 4,016,931.58

Semi-Restricted Funds		
Assessment	\$ 969,300.62	\$ 768,711.14
Capital Reserves	\$ 500,000.00	\$ 620,524.89
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Designated Project	\$ 230,484.00	\$ 230,484.00
LAIF - Capital	\$ 1,350,318.77	\$ 2,072,848.10
PacWest/CalCLASS - Capital	\$ 1,847,858.65	\$ -
Contingency - Dry Period	\$ 462,337.09	\$ 397,645.00
Contingency - Compensated Absences	\$ 100,000.00	\$ -
Contingency - Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 25,000.00	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 265,000.00
Total	\$ 5,885,142.93	\$ 4,455,056.93

Unrestricted Funds		
Contingency	\$ 4,006,230.08	\$ 3,932,476.74
LAIF/Cal Trust - Contingency	\$ -	\$ -
General Fund Checking	\$ 367,775.96	\$ 223,799.25
Total	\$ 4,374,006.04	\$ 4,156,275.99

Total of all Funds **\$ 18,719,940.42** **\$ 12,628,264.50**

Pleasant Valley Recreation and Park District
 Monthly AP, Payroll, Wire, Online Payment Report
 January 2023

	Date	Amount	
Accounts Payables:	1/31/2023	\$ 266,020.42	
	Total	\$ 266,020.42	
Payroll (Total Cost):	1/5/2023	\$ 154,493.58	
	1/19/2023	\$ 153,100.04	
	Total	\$ 307,593.62	
Outgoing:Online Payments			
	1/5/2023	\$ 42,166.88	PERS Health Insurance Premium
	1/5/2023	\$ 16,384.42	CALPERS - Ret PR 1/5/2023
	1/4/2023	\$ 3,331.80	Guardian
	1/4/2023	\$ 583.80	VSP
	1/4/2023	\$ 1,989.39	Hartford
	1/19/2023	\$ 16,304.89	CALPERS- Ret-PR-1/19/23
	Total	\$ 80,761.18	
	Grand Total	\$ 654,375.22	

Bank Reconciliation

Board Audit

User: cwebster
 Printed: 02/08/2023 - 2:43PM
 Date Range: 01/01/2023 - 01/31/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
25860	HUB INTERNATIONAL INSURANC	HUB: INSURANCE - NOV 2022	01/09/2023	14,408.00
Total for Department: 00 Non Departmentalized				14,408.00
Department: 03 Recreation				
0	AMAZON	AMAZON: DECK OF PINOCHLE PI	01/05/2023	18.21
0	ANN M. WRIGHT	WRIGHT, A: 202-1/14 -15 CLASS / I	01/26/2023	1,033.50
0	CARLOS J GONZALEZ	GONZALEZ, C: MILEAGE REIMB -	01/12/2023	6.25
0	MELANIE BURKE	BURKE, M: COOKIE WORKSHOP	01/12/2023	120.90
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE CLASS	01/12/2023	578.50
0	SUPER SOCCER STARS	SUPPER SOCCER; FALL 2022 CLA	01/26/2023	3,276.00
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: XMAS PARADE RE	01/05/2023	3,753.09
0	US BANK	US BANK CAL CARD: 2022 DEC 22	01/10/2023	5,638.53
25864	AMR AMBULANCE SERVICE INC	AMR AMBULANCE: CHRISTMAS I	01/12/2023	960.00
25868	LORENZO J. CRAWFORD JR.	CRAWFORD, L: FUNK CLASSES / C	01/12/2023	269.10
25873	ROBERT INGLIS	INGLIS, R: DSD WITH SANTA	01/12/2023	250.25
25876	JENNIFER MORAGA	MORAGA, J: JULY 2022 - PADI SEA	01/12/2023	159.25
25884	AMERICAN RED CROSS	AMERICAN RED CROSS: CPR/AEI	01/26/2023	301.00
25888	CANON SOLUTIONS AMERICA INC	CANON: OUTDOOR VINYL / GLOS	01/26/2023	749.22
25893	HOLIDAY GOO	HOLIDAY GOO: PLASTIC EGGS	01/26/2023	820.46
25898	ULINE	ULINE: GROCERY BAGS 300 / BUN	01/26/2023	226.62
Total for Department: 03 Recreation				18,160.88
Department: 04 Parks				
0	AMAZON	AMAZON: FAST PATCH REPAIR KI	01/05/2023	2,897.33
0	ARAMSCO INC.	ARAMSCO: GLOVES/BATHROOM	01/26/2023	2,422.05
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	01/05/2023	24,653.43
0	DUSTIN FABER	FABER, D: WORK BOOTS REIMB	01/26/2023	200.00
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: DEC 2022 BILLINC	01/05/2023	4,459.31
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: JAN 2023 BILLING	01/26/2023	4,459.31
0	GRAINGER	GRAINGER: SLIM FLOOD LIGHT /	01/05/2023	1,724.00
0	SOCAL GAS COMPANY	SCG: SVC DATE 2022-11/30 - 12/30	01/05/2023	7,744.88
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2022-12/5 - 2023-1/	01/13/2023	5,636.64
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2022-12/17 - 2023-1	01/25/2023	2,447.81
0	SPRINT	SPRINT: BILL PERIOD 2022-12/12 -	01/26/2023	253.53
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: DXR RR / SPRINGV	01/05/2023	179.97
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: ADA RR/ 2 HAND SI	01/26/2023	217.02
0	US BANK	US BANK CAL CARD: 2022 DEC 22	01/10/2023	2,955.67
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC DATI	01/12/2023	814.56
0	WEX BANK	WEX: FUEL PURCHASES DEC 202	01/05/2023	4,921.88
25860	HUB INTERNATIONAL INSURANC	HUB: INSURANCE - OCT 2022	01/09/2023	-509.07
25863	AMBER'S LIGHT LIONS CLUB	AMBER'S LIGHT LIONS CLUB: RO	01/12/2023	62.00
25865	B & B DO IT CENTER	B&B: ELECTRICAL / FREEDOM PA	01/12/2023	638.49
25866	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: NOV 2022 REC	01/12/2023	303.39
25867	COUNTY OF VENTURA	COUNTY OF VENTURA: HEALTH	01/12/2023	659.72
25869	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: BI	01/12/2023	65.63
25871	GREAT WESTERN RECREATION	GREAT WESTERN RECREATION: S	01/12/2023	552.63
25872	HOSE- MAN INC.	HOSE-MAN: TRACTOR PARTS / SF	01/12/2023	34.68

Check No.	Vendor/Employee	Transaction Description	Date	Amount
25877	NAPA AUTO PARTS	NAPA: MOTORCRAFT YELLOW S	01/12/2023	595.24
25879	SITEONE LANDSCAPE SUPPLY LL	SITEONE: VALVE BOX / GLOVES/	01/12/2023	431.04
25880	TRANSMISSION PARTS OF OXNAR	TRANSMISSION PARTS OF OXNAI	01/12/2023	3,286.85
25881	WEST COAST ARBORISTS INC.	WCA: WIND ROW / CHARTER OAI	01/12/2023	17,423.40
25885	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: I	01/26/2023	947.39
25886	B & B DO IT CENTER	B&B: BUILDING LIGHTS / DOS CA	01/26/2023	394.11
25887	CAMROSA WATER DISTRICT	CAMROSA: SVC DATE 2022-11/30	01/26/2023	1,301.28
25889	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: DEC 2022 BILL	01/26/2023	240.36
25890	COUNTY OF VENTURA	COUNTY OF VENTURA: NOV 2022	01/26/2023	50.00
25892	FG WILCOX INC.	FG WILCOX: FLOOR TORX / SHOF	01/26/2023	50.93
25894	PEACH HILL SOILS INC.	PEACH HILL: MOCAH DG / NANC	01/26/2023	422.56
25895	PHOENIX GROUP INFORMATION S	PHOENIX: PARKING NOV 2022	01/26/2023	162.27
25899	DOG WASTE DEPOT	DOGWASTE DEPOT: ROLL BAG P	01/26/2023	7,220.07
Total for Department: 04 Parks				100,320.36
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: LEGAL SV	01/12/2023	3,287.50
0	AMAZON	AMAZON: SCREEN FILTER	01/05/2023	68.16
0	ANA CERROS	CERROS, A: MILEAGE REIMB - DI	01/12/2023	13.13
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: SVC DATE 2022-12/1 -	01/12/2023	45.95
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA PREMIER FINA	01/26/2023	573.19
0	STREAMLINE	STREAMLINE: BILL DATE 2023-1/1	01/12/2023	300.00
0	US BANK	US BANK CAL CARD: 2022 DEC 22	01/10/2023	6,742.56
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC DATI	01/12/2023	0.75
25861	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: JAN 2023	01/12/2023	1,503.06
25862	ALLCONNECTED, INC.	ALLCONNECTED: JAN 2022 MON	01/12/2023	3,562.84
25870	GOVERNMENTJOBS.COM INC	GOVERNMENTJOBS.COM: SUBSC	01/12/2023	40.00
25875	MOORPARK COLLEGE	MOORPARK COLLEGE: 2023-3/7 C	01/12/2023	25.00
25883	ALLCONNECTED, INC.	ALLCONNECTED: MEKARI HARD	01/26/2023	881.73
25884	AMERICAN RED CROSS	AMERICAN RED CROSS: CPR/AEI	01/26/2023	731.00
25891	EVERGREEN SOLUTIONS, LLC	EVERGREEN SOLUTIONS: COMP	01/26/2023	5,625.00
25896	STATE OF CALIFORNIA DEPT. OF J	STATE OF CALIF - DEPT OF JUSTI	01/26/2023	32.00
Total for Department: 05 Administration				23,431.87
Total for Fund:10 General Fund				156,321.11

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
0	BRIGHTVIEW LANDSCAPE SERVICE	BRIGHTVIEW: LANDSCAPE MAINT	01/05/2023	53,271.16
0	US BANK	US BANK CAL CARD: 2022 DEC 22	01/10/2023	6,485.50
25878	NATURAL GREEN LANDSCAPES, INC.	NATURAL GREEN LANDSCAPE: E	01/12/2023	16,332.61
25881	WEST COAST ARBORISTS INC.	WCA: GRID PRUNING / PITTS RA	01/12/2023	28,779.90
Total for Department: 00 Non Departmentalized				104,869.17
Department: 04 Parks				
25897	TREETOP PRODUCTS, INC.	TREETOP PRODUCTS: 6' BENCH /	01/26/2023	4,830.14
Total for Department: 04 Parks				4,830.14
Total for Fund:20 Assessment Fund				109,699.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		266,020.42

Developer	Project			Quimby Funds			GL Code			
	No.	Location	Description	Budgeted	Expended	Awarded		Balance	Committed Date	Allocation Date
AMLI										
Public Hearing 7/5/2018	1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00		7/31/2019	8446
Public Hearing 7/5/2018	2	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 364,574.44	\$ 221,548.94	\$ 221,548.94	12/6/2018		8444
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94	\$ -	\$ -	10/3/2018		8445
TOTALS				\$ 720,600.00	\$ 615,709.00	\$ -	\$ -			
FAIRFIELD LLC										
Public Hearing 11/7/2018	1	Freedom	Freedom Baseball Fields- Non- Contract Cost	\$ 504,121.78	\$ -	\$ 2,250,489.70	\$ 2,250,489.70		1/31/2020	8459
	2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87	\$ -	\$ 1,746,367.92	11/7/2018		
Public Hearing 7/3/19	3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74	\$ -	\$ 1,334,739.05			8469
Mid-Year Budget Adj. 2/5/2020	4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90	\$ -	\$ 636,613.41			8478
	5		Senior and Community Rec Fac Project	\$ -	\$ -	\$ -	\$ 636,613.41			
	6		Senior and Community Rec Fac Exterior Proj	\$ -	\$ -	\$ -	\$ 636,613.41			
	7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20	\$ -	\$ 355,964.21			8480
	8		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ -			
	9		Freedom Park Parking Lot Enhancement	\$ -	\$ -	\$ -	\$ -			
	10		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ -			
	11		Camarillo Grove Nature Center	\$ -	\$ -	\$ -	\$ -			
ELACORA MISSION OAKS				\$ 1,910,000.00	\$ 1,894,525.49	\$ 355,964.21	\$ 355,964.21			
Budget Allocation 11/5/2020	1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ -	\$ 2,649,209.00	\$ 2,649,209.00		8/8/2021	
	2	Anneil Reh Pk	Anneil Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96	\$ -	\$ 2,459,321.26	11/3/2016		8464
	3		Pickleball	\$ 1,400,000.00	\$ 36,484.17	\$ -	\$ 926,195.13	11/5/2020		8493
	4		Camarillo Nature Center	\$ 300,000.00	\$ -	\$ -	\$ 926,195.13			
	5		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ 926,195.13			
			Freedom Baseball Fields	\$ -	\$ -	\$ -	\$ 926,195.13			
KB HOMES				\$ 3,200,000.00	\$ 1,723,013.87	\$ 926,195.13	\$ 926,195.13			
Public Hearing 7/5/2018	1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00		8/10/2021	8444
Public Hearing 7/5/2018	2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78	\$ -	\$ 275,730.92			8460
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74	\$ -	\$ 244,193.18			8447
	4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ 244,193.18			
	5		Dos Caminos Expansion and ADA	\$ -	\$ -	\$ -	\$ 244,193.18			
CRESTVIEW				\$ 629,500.00	\$ 230,159.82	\$ 244,193.18	\$ 244,193.18			
				\$ -	\$ -	\$ 21,612.25	\$ 21,612.25	6/7/2023		
ALDERSGATE CONSTRUCTION				\$ -	\$ -	\$ -	\$ -			
				\$ -	\$ -	\$ -	\$ -	6/27/2023		
				\$ -	\$ -	\$ -	\$ -	1/9/2024		
				\$ -	\$ -	\$ -	\$ -	9/12/2024		
HABITAT FOR HUMANITY				\$ -	\$ -	\$ 35,242.00	\$ 35,242.00	3/6/2024		
				\$ -	\$ -	\$ 35,242.00	\$ 35,242.00			
SHEA HOMES				\$ 1,264,500.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00	11/21/2024		
				\$ -	\$ -	\$ 1,264,500.00	\$ 1,264,500.00			
Williams Homes				\$ 2,840,447.45	\$ -	\$ 2,840,447.45	\$ 2,840,447.45	7/29/2027		
				\$ -	\$ -	\$ 2,840,447.45	\$ 2,840,447.45			
Somis Ranch Phase 1				\$ 347,625.00	\$ -	\$ 347,625.00	\$ 347,625.00	8/5/2027		
				\$ -	\$ -	\$ 347,625.00	\$ 347,625.00			
Somis Ranch Phase 2				\$ 278,100.00	\$ -	\$ 278,100.00	\$ 278,100.00	10/20/2027		
				\$ -	\$ -	\$ 278,100.00	\$ 278,100.00			
Grand Total				\$ 6,460,100.00	\$ 4,463,408.18	\$ 10,777,287.40	\$ 6,313,879.22			

California CLASS

Investment Name	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
California CLASS									
	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
California CLASS			1.51%	2.36%	2.61%	3.10%	3.80%	4.19%	4.53%

Ventura County Pool

Investment Name	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
Ventura County Pool	0.31%	0.32%	0.31%	0.30%	0.31%	0.33%	0.38%	0.41%	0.56%
	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Ventura County Pool	0.67%	0.87%	1.31%	1.60%	1.78%	1.97%	2.34%	2.79%	3.06%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
Local Agency Investment Fund (LAIF)	0.22%	0.21%	0.20%	0.20%	0.21%	0.23%	0.28%	0.37%	0.52%
	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Local Agency Investment Fund (LAIF)	0.68%	0.86%	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%	2.43%

Pacific Western Bank

Investment Name	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: March 1, 2023

SUBJECT: FINANCE REPORT JANUARY 2023

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH JANUARY 31, 2023

The District's Statements of Revenues and Expenditures for the period of January 1, 2023 through January 31, 2023 with a year-to-date comparison for the period of January 1, 2022 through January 31, 2022 are attached. The percentage rate used is 58.3% for Period 7 of the current fiscal year.

REVENUES

Total revenue including the 7th month ending January 31, 2023 for Fund 10 (General Fund) has an overall increase of \$443,300.31 in comparison to fiscal year 2021-2022. The variance from the prior year includes: 1) increase in various Public Fees (5510-5520) of \$76,411.38, 2) Rebates (5574) received in the amount of \$152,042.00, and 3) increase in Tax Apportionments (5110-5240) in the amount of \$186,981.11 over the same period last year. The increase in Public Fees is due to COVID-19 pandemic restrictions and regulations being lessened, allowing for more public use of District resources. The District received Turf Mitigation rebates. The increase in Tax Apportionments is due to an increase in property tax collected from the county.

Total revenue for Fund 20 (Assessment District) was \$6,128.14. This is a small amount of collected Assessment taxes. Assessment tax revenue is mainly distributed to the District around mid-December and April. This amount also includes \$4,077.86 of interest earnings.

Total revenue for Fund 30, the Park Dedication/Quimby Fund, was \$2,260.92 of interest collected.

Total revenue for Fund 40, the Park Impact Fees Fund, was \$663.73 of interest collected and \$7,712.79 for one residential unit added.

Total revenue for Fund 50, the Community Development Block Grant (CDBG) Food Share fund, was \$0. Reimbursement requests are made on a quarterly basis.

Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. This is done in accordance with Generally Accepted Accounting Principles. Total revenue for Fund 60, Restricted Donations Fund, was \$1,308,385.04. This includes \$1,308,170 donated by The Miracle League of the 805 for the construction of a Miracle League Baseball Field, and \$215.04 in interest collected.

EXPENDITURES

Fund 10 Personnel Expenditures: Adjusting for the payoff of the Umpqua Pension Loan and Unfunded Liability payments to CalPERS, the increase in salaries and benefits year over year is \$304,566.24. This variance is due to the increase in staff needed for services being provided now that COVID-19 pandemic restrictions and regulations have been lessened.

Fund 10 Service and Supply Expenditures show an increase of \$292,035.75 in comparison to the same period last year. This increase is partially due to the updated Reserve Policy, allocating an additional \$75,910.08 in funds to be set aside compared to last year's reserves.

Adjusting for the new reserves, the increase in Services and Supplies year to date is \$216,125.67. This increase includes Insurance Liability (6410) being \$53,080 more than this time last year, an increase in Grounds Maintenance (6710) of \$20,872.06 for Turf Mitigation, an increase in Typeset and Print Services (7115) of \$22,907.72 due to activity guides not being issued because of COVID last year, and an increase in Redevelopment Fees (6960) of \$48,202.60.

Fund 10 Capital Expenditures shows an increase of \$32,855.96 in comparison to the same period last year.

Fund 10 Total Expenditures year to date are \$760,637.01 more compared to this point last year.

Fund 20 Expenditures are 60.17% of budget in Personnel and 71.34% of budget in Services and Supplies as of this month. The high percentage in Services and Supplies is due to the annual payment for the COP Debt at PV Fields.

Fund 30 has no Expenditures for this month.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$3,378.24 for this month. These expenses will be reimbursed from the CDBG Food Share grant.

Fund 60 has \$12 in Expenditures for this month. This was a bank transfer fee for the receipt of The Miracle League of the 805 donation.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 49.55%, Fund 20 by 28.96%, Fund 30 by 98.87%, and Fund 50 by 42.42%. Fund 40 and 60 had no budget and no expenses.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for January 31, 2023 for Fund 10, Fund 20, Fund 30, Fund 40, Fund 50, and Fund 60.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of January 31, 2023, Fund 10
(2 pages)

- 2) Financial Statement of Revenue and Expenditures as of January 31, 2023, Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of January 31, 2023, Fund 30
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of January 31, 2023, Fund 40
(1 page)
- 5) Financial Statement of Revenue and Expenditures as of January 31, 2023, Fund 50
(1 page)
- 6) Financial Statement of Revenue and Expenditures as of January 31, 2023, Fund 60
(1 page)

General Ledger
Fund 10 General Fund
January 2023 58.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110-5240	\$ (100,900.23)	\$ (4,247,756.50)	\$ (4,434,737.61)	\$ (7,634,345.00)	\$ (3,199,607.39)	58.09%
Interest Earnings	5310	\$ (24,107.95)	\$ (7,356.94)	\$ (66,685.93)	\$ (9,893.00)	\$ 56,792.93	674.07%
Assessment Revenue	5500	\$ -	\$ -	\$ (433.44)	\$ -	\$ 433.44	-
Park Patrol Citations	5506	\$ (545.00)	\$ (308.59)	\$ (1,963.39)	\$ (1,500.00)	\$ 463.39	130.89%
Bingo - Primary Revenue	5508	\$ (1,878.00)	\$ (5,795.25)	\$ (12,097.55)	\$ (14,400.00)	\$ (2,302.45)	84.01%
Excess Bingo Revenue	5509	\$ (472.00)	\$ (2,653.60)	\$ (8,863.00)	\$ -	\$ 8,863.00	-
Contract Classes-Public Fees	5510	\$ (20,516.54)	\$ (106,026.42)	\$ (100,957.92)	\$ (131,313.00)	\$ (30,355.08)	76.88%
Public Fees	5511	\$ (5,213.10)	\$ (74,546.77)	\$ (150,845.65)	\$ (300,001.00)	\$ (149,155.35)	50.28%
Public Fees-Entry Fees	5520	\$ (4,034.00)	\$ (21,258.00)	\$ (26,439.00)	\$ (25,840.00)	\$ 599.00	102.32%
Vending Concessions	5525	\$ -	\$ (620.40)	\$ (952.25)	\$ (1,450.00)	\$ (497.75)	65.67%
Rental	5530	\$ (26,856.00)	\$ (222,819.14)	\$ (214,927.75)	\$ (338,717.00)	\$ (123,789.25)	63.45%
Cell Tower Revenue	5535	\$ (12,971.03)	\$ (59,097.77)	\$ (66,938.82)	\$ (100,800.00)	\$ (33,861.18)	66.41%
Parking Fees	5540	\$ (1,190.56)	\$ (8,619.62)	\$ (9,449.80)	\$ (9,600.00)	\$ (150.20)	98.44%
Activity Guide Revenue	5555	\$ (1,200.00)	\$ (1,700.00)	\$ (4,200.00)	\$ (10,000.00)	\$ (5,800.00)	42.00%
Special Event	5561	\$ -	\$ -	\$ (56,205.55)	\$ -	\$ 56,205.55	-
Staffing Cost Recovery	5563	\$ (3,412.50)	\$ (41,115.75)	\$ (19,405.50)	\$ (58,352.00)	\$ (38,946.50)	33.26%
Special Event Permits	5564	\$ -	\$ (700.00)	\$ (600.00)	\$ -	\$ 600.00	-
Security Services - Recovery	5566	\$ (1,950.00)	\$ (2,761.00)	\$ (4,381.00)	\$ -	\$ 4,381.00	-
Contributions	5570	\$ (4.30)	\$ (71,951.95)	\$ (60,004.30)	\$ (72,000.00)	\$ (11,995.70)	83.34%
Rebates Recieved	5574	\$ -	\$ -	\$ (152,042.00)	\$ -	\$ 152,042.00	-
Other Misc Revenue	5575	\$ (1,985.72)	\$ (310,083.09)	\$ (135,256.04)	\$ (33,400.00)	\$ 101,856.04	404.96%
Incentive Income	5585	\$ (20.73)	\$ (851.03)	\$ (1,551.93)	\$ (1,700.00)	\$ (148.07)	91.29%
Reimbursement - ROPS	5600	\$ (395,028.54)	\$ (396,407.90)	\$ (496,791.60)	\$ (200,000.00)	\$ 296,791.60	248.40%
Revenue		\$ 602,286.20	\$ 5,582,429.72	\$ 6,025,730.03	\$ 8,943,311.00	\$ 2,917,580.97	67.38%
YTD Comparison				\$ 443,300.31			
Personnel							
Full Time Salaries	6100	\$ 205,289.40	\$ 1,244,744.13	\$ 1,412,543.26	\$ 2,669,312.00	\$ 1,256,768.74	52.92%
Overtime Salaries	6101	\$ 866.22	\$ 7,145.28	\$ 9,061.60	\$ 26,785.00	\$ 17,723.40	33.83%
Car Allowance	6105	\$ 830.74	\$ 6,257.06	\$ 6,230.55	\$ 10,800.00	\$ 4,569.45	57.69%
Cell Phone Allowance	6108	\$ 1,228.14	\$ 7,912.40	\$ 8,571.05	\$ 15,960.00	\$ 7,388.95	53.70%
Part-Time Salaries	6110	\$ 20,605.08	\$ 198,797.15	\$ 241,638.24	\$ 549,670.00	\$ 308,031.76	43.96%
Retirement	6120	\$ 33,120.40	\$ 208,718.50	\$ 231,990.58	\$ 466,365.00	\$ 234,374.42	49.74%
457 Pension	6121	\$ 103.20	\$ 6,464.17	\$ 21,003.03	\$ 7,000.00	\$ (14,003.03)	300.04%
Deferred Compensation	6125	\$ 387.84	\$ 2,600.41	\$ 2,728.58	\$ 4,895.00	\$ 2,166.42	55.74%
Employee Insurance	6130	\$ 30,859.70	\$ 135,200.05	\$ 179,661.12	\$ 372,401.00	\$ 192,739.88	48.24%
Workers Compensation	6140	\$ 12,624.06	\$ 84,115.93	\$ 92,000.72	\$ 222,963.00	\$ 130,962.28	41.26%
Unemployment Insurance	6150	\$ -	\$ 39.41	\$ 1,132.00	\$ 15,000.00	\$ 13,868.00	7.55%
Loan - Pension Obligation	6160	\$ -	\$ 8,548.94	\$ 132,893.00	\$ 132,893.00	\$ -	100.00%
PERS Unfunded Liability	6170	\$ -	\$ 501,541.00	\$ 508,376.00	\$ 565,994.00	\$ 57,618.00	89.82%
Personnel		\$ 305,914.78	\$ 2,412,084.43	\$ 2,847,829.73	\$ 5,060,038.00	\$ 2,212,208.27	56.28%
YTD Comparison				\$ 435,745.30			
Services and Supplies							
Telephone/Internet	6210	\$ 1,768.54	\$ 12,749.90	\$ 11,715.20	\$ 23,132.00	\$ 11,416.80	50.64%
Internet Services	6220	\$ 4,744.57	\$ 16,165.00	\$ 32,593.04	\$ 61,125.00	\$ 28,531.96	53.32%
IT Infrastructure	6230	\$ -	\$ 539.62	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Computer Hardware/Software	6240	\$ 9,437.56	\$ 7,602.19	\$ 38,915.87	\$ 60,534.00	\$ 21,618.13	64.29%
Pool Chemicals	6310	\$ -	\$ 2,068.84	\$ 2,315.27	\$ 8,250.00	\$ 5,934.73	28.06%
Janitorial Supplies	6320	\$ 2,450.44	\$ 20,160.02	\$ 26,611.29	\$ 48,408.00	\$ 21,796.71	54.97%
COVID-19 Supplies	6321	\$ -	\$ 80.44	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Kitchen Supplies	6330	\$ -	\$ -	\$ 74.84	\$ 1,200.00	\$ 1,125.16	6.24%
Food Supplies	6340	\$ 370.88	\$ 560.80	\$ 3,878.33	\$ 14,850.00	\$ 10,971.67	26.12%
Water Maint & Service	6350	\$ 45.95	\$ 356.80	\$ 2,598.96	\$ 1,265.00	\$ (1,333.96)	205.45%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 1,220.00	\$ 1,220.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 1,050.00	0.00%
Insurance Liability	6410	\$ -	\$ 236,698.00	\$ 289,778.00	\$ 284,038.00	\$ (5,740.00)	102.02%
Equipment Maintenance	6500	\$ -	\$ 34.30	\$ 24.54	\$ 1,000.00	\$ 975.46	2.45%
Fuel	6510	\$ 5,177.77	\$ 26,721.87	\$ 35,835.88	\$ 73,590.00	\$ 37,754.12	48.70%
Vehicle Maintenance	6520	\$ 4,375.65	\$ 16,632.85	\$ 23,987.66	\$ 35,400.00	\$ 11,412.34	67.76%
Building Maintenance	6600	\$ -	\$ -	\$ 24.14	\$ -	\$ (24.14)	-
Building Repair	6610	\$ 2,485.85	\$ 18,476.36	\$ 30,906.17	\$ 85,500.00	\$ 54,593.83	36.15%
HVAC	6620	\$ 184.19	\$ 1,881.64	\$ 4,547.68	\$ 8,820.00	\$ 4,272.32	51.56%
Playground Maintenance	6630	\$ 3,449.96	\$ 942.66	\$ 6,750.96	\$ 40,000.00	\$ 33,249.04	16.88%
Grounds Maintenance	6710	\$ 8,745.91	\$ 34,242.63	\$ 61,309.71	\$ 81,420.00	\$ 20,110.29	75.30%
Tree Care	6719	\$ 17,423.40	\$ -	\$ 31,168.49	\$ 30,000.00	\$ (1,168.49)	103.89%
Park Amenities - Assess	6722	\$ -	\$ -	\$ 9,863.00	\$ -	\$ (9,863.00)	-
Fee Schedule	6727	\$ -	\$ -	\$ 13,050.00	\$ 13,050.00	\$ -	100.00%
Contracted Pest Control	6730	\$ -	\$ 600.00	\$ 3,000.00	\$ 3,000.00	\$ -	100.00%
Rubbish & Refuse	6740	\$ 10,409.76	\$ 40,317.68	\$ 46,503.73	\$ 79,830.00	\$ 33,326.27	58.25%
Vandalism/Theft	6750	\$ -	\$ 50.19	\$ 590.79	\$ 500.00	\$ (90.79)	118.16%
Memberships	6810	\$ -	\$ 12,590.00	\$ 14,192.82	\$ 15,047.00	\$ 854.18	94.32%
Office Supplies	6910	\$ 854.92	\$ 7,901.24	\$ 2,854.69	\$ 25,020.00	\$ 22,165.31	11.41%
Postage Expense	6920	\$ -	\$ 6,968.95	\$ 12,157.50	\$ 18,640.00	\$ 6,482.50	65.22%
Advertising Expense	6930	\$ 65.00	\$ 900.00	\$ 212.38	\$ 3,490.00	\$ 3,277.62	6.09%
Printing Charges	6940	\$ 573.19	\$ 3,918.70	\$ 4,689.81	\$ 8,935.00	\$ 4,245.19	52.49%

General Ledger
Fund 10 General Fund
January 2023 58.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Bank & Registration Fees	6950	\$ 0.75	\$ 49,052.22	\$ 1,549.42	\$ 3,920.00	\$ 2,370.58	39.53%
Approp Redev/Collection Fees	6960	\$ -	\$ 271,904.71	\$ 320,107.31	\$ 552,000.00	\$ 231,892.69	57.99%
Minor Furn Fixture & Equip	6980	\$ -	\$ 861.23	\$ 784.23	\$ 1,137.00	\$ 352.77	68.97%
Fingerprint Fees (HR)	7010	\$ 32.00	\$ 284.00	\$ 892.00	\$ 3,360.00	\$ 2,468.00	26.55%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ 144.11	\$ 4,725.00	\$ 4,580.89	3.05%
Permit & Licensing Fees	7030	\$ 659.72	\$ 3,628.40	\$ 4,914.96	\$ 6,550.00	\$ 1,635.04	75.04%
State License Fee	7040	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Professional Services	7100	\$ 5,625.00	\$ 39,048.00	\$ 9,915.00	\$ 147,501.00	\$ 137,586.00	6.72%
Legal Services	7110	\$ 3,287.50	\$ 23,332.20	\$ 33,346.97	\$ 90,000.00	\$ 56,653.03	37.05%
Typeset and Print Services	7115	\$ -	\$ 10,738.77	\$ 22,907.72	\$ 36,600.00	\$ 13,692.28	62.59%
Instructor Services	7120	\$ 5,687.50	\$ 69,810.11	\$ 67,423.39	\$ 77,265.00	\$ 9,841.61	87.26%
PERS Admin Fees	7125	\$ 156.40	\$ 626.57	\$ 750.22	\$ 2,200.00	\$ 1,449.78	34.10%
Audit Services	7130	\$ -	\$ 8,000.00	\$ 11,500.00	\$ 20,875.00	\$ 9,375.00	55.09%
Medical & Health Svcs (HR)	7140	\$ -	\$ 1,105.00	\$ 2,613.44	\$ 12,170.00	\$ 9,556.56	21.47%
Security Services	7150	\$ -	\$ 1,525.00	\$ 1,470.00	\$ 5,422.00	\$ 3,952.00	27.11%
Entertainment Services	7160	\$ -	\$ 118.72	\$ 432.25	\$ 5,800.00	\$ 5,367.75	7.45%
Business Services	7180	\$ 321.10	\$ 46,016.46	\$ 36,420.26	\$ 107,769.00	\$ 71,348.74	33.79%
Umpire/Referee Services	7190	\$ -	\$ 1,065.00	\$ 1,150.00	\$ 1,650.00	\$ 500.00	69.70%
Subscriptions	7210	\$ 9.99	\$ 95.94	\$ 179.94	\$ 2,550.00	\$ 2,370.06	7.06%
Rents & Leases - Equip	7310	\$ 1,046.87	\$ 1,482.91	\$ 8,682.35	\$ 31,620.00	\$ 22,937.65	27.46%
Bldg/Field Leases & Rental	7320	\$ -	\$ (250.00)	\$ -	\$ 60.00	\$ 60.00	0.00%
Event Supplies	7410	\$ 693.53	\$ -	\$ 3,203.27	\$ 6,040.00	\$ 2,836.73	53.03%
Supplies	7420	\$ 9,751.26	\$ 2,060.10	\$ 19,663.27	\$ 11,500.00	\$ (8,163.27)	170.98%
Bingo Supplies	7430	\$ -	\$ 3,020.12	\$ 2,122.75	\$ 4,800.00	\$ 2,677.25	44.22%
Sporting Goods	7440	\$ 33.20	\$ 2,316.71	\$ 3,981.84	\$ 7,700.00	\$ 3,718.16	51.71%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 4,025.00	\$ 4,025.00	0.00%
Training Supplies	7460	\$ -	\$ 30.00	\$ 80.00	\$ 1,920.00	\$ 1,840.00	4.17%
Small Tools	7500	\$ 78.25	\$ 2,108.94	\$ 1,425.12	\$ 6,000.00	\$ 4,574.88	23.75%
Safety Supplies	7510	\$ 1,032.00	\$ 920.82	\$ 1,553.20	\$ 4,215.00	\$ 2,661.80	36.85%
Uniform Allowance	7610	\$ -	\$ 5,651.94	\$ 7,519.69	\$ 12,490.00	\$ 4,970.31	60.21%
Safety Clothing	7620	\$ 200.00	\$ 450.00	\$ 996.05	\$ 5,404.00	\$ 4,407.95	18.43%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Conference&Seminar Staff	7710	\$ 200.00	\$ 4,978.95	\$ 11,167.41	\$ 30,591.00	\$ 19,423.59	36.51%
Conference&Seminar Board	7715	\$ -	\$ 151.00	\$ 110.00	\$ 4,450.00	\$ 4,340.00	2.47%
Conference&Seminar Travel Exp	7720	\$ -	\$ 1,855.19	\$ 3,264.64	\$ 26,949.00	\$ 23,684.36	12.11%
Out of Town Travel Board	7725	\$ -	\$ 1,221.94	\$ 828.30	\$ 2,420.00	\$ 1,591.70	34.23%
Private Vehicle Mileage	7730	\$ 13.13	\$ -	\$ 941.32	\$ 6,025.00	\$ 5,083.68	15.62%
Buses/Excursions	7750	\$ -	\$ -	\$ 4,900.89	\$ 33,500.00	\$ 28,599.11	14.63%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 7,744.88	\$ 18,133.60	\$ 23,707.51	\$ 38,740.00	\$ 15,032.49	61.20%
Utilities - Water	7820	\$ 26,834.90	\$ 443,845.00	\$ 412,193.50	\$ 910,143.00	\$ 497,949.50	45.29%
Utilities - Electric	7830	\$ 8,084.45	\$ 111,138.31	\$ 78,385.11	\$ 217,575.00	\$ 139,189.89	36.03%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 84.40	\$ 7,144.60	\$ 8,124.09	\$ 16,130.00	\$ 8,005.91	50.37%
Meals for Staff Training	7920	\$ 18.98	\$ 619.12	\$ 503.86	\$ 3,500.00	\$ 2,996.14	14.40%
Employee Morale	7930	\$ 1,105.24	\$ 2,496.77	\$ 1,868.56	\$ 5,500.00	\$ 3,631.44	33.97%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 217,560.00	\$ 217,560.00	0.00%
Reserve Computer Fleet	7971	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Dry Period	7973	\$ -	\$ 21,376.25	\$ 65,203.00	\$ 65,203.00	\$ -	100.00%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	100.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 37,916.67	\$ 20,000.00	\$ 20,000.00	\$ -	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	100.00%
Services and Supplies		\$ 145,264.59	\$ 1,665,041.95	\$ 1,957,077.70	\$ 3,876,468.00	\$ 1,919,390.30	50.49%
YTD Comparison				\$ 292,035.75			
Capital							
General Capital	8400	\$ -	\$ -	\$ 316.88	\$ 765,000.00	\$ 764,683.12	0.04%
Equip/Facility Replacement	8420	\$ -	\$ 29,984.93	\$ 61,262.50	\$ 97,500.00	\$ 36,237.50	62.83%
ECAA Loan-Lighting Project	8483	\$ 1,587.04	\$ 52.50	\$ 27,382.85	\$ -	\$ (27,382.85)	-
Cam Grove-Septic Tank	8496	\$ -	\$ 77,800.00	\$ 51,731.16	\$ 3,080.00	\$ (48,651.16)	1679.58%
Capital		\$ 1,587.04	\$ 107,837.43	\$ 140,693.39	\$ 865,580.00	\$ 724,886.61	16.25%
YTD Comparison				\$ 32,855.96			
Expense		\$ 452,766.41	\$ 4,184,963.81	\$ 4,945,600.82	\$ 9,802,086.00	\$ 5,121,656.55	50.45%
YTD Comparison				\$ 760,637.01			
Revenue Total		\$ 602,286.20	\$ 5,582,429.72	\$ 6,025,730.03	\$ 8,943,311.00	\$ 2,917,580.97	67.38%
Expense Total		\$ 452,766.41	\$ 4,184,963.81	\$ 4,945,600.82	\$ 9,802,086.00	\$ 5,121,656.55	50.45%
YTD Revenue-Expenses			\$ 1,397,465.91	\$ 1,080,129.21			
YTD Comparison				\$ (317,336.70)			

General Ledger
Fund 20 Assessment Fund
January 2023 58.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110-5240	\$ -	\$ -	\$ -	\$ (238.00)	\$ (238.00)	0.00%
Interest Earnings	5310	\$ (4,077.86)	\$ (169.19)	\$ (7,665.05)	\$ -	\$ 7,665.05	0.00%
Assessment Revenue	5500	\$ (2,050.28)	\$ (712,461.25)	\$ (830,298.51)	\$ (1,251,393.00)	\$ (421,094.49)	66.35%
Revenue		\$ 6,128.14	\$ 712,630.44	\$ 837,963.56	\$ 1,251,631.00	\$ 413,667.44	66.95%
YTD Comparison				\$ 125,333.12			
Personnel							
Full Time Salaries	6100	\$ 1,978.84	\$ 11,086.72	\$ 12,884.48	\$ 21,048.00	\$ 8,163.52	61.21%
Overtime Salaries	6101	\$ -	\$ 62.02	\$ 10.32	\$ -	\$ (10.32)	0.00%
Cell Phone Allowance	6108	\$ 13.86	\$ 104.76	\$ 103.95	\$ 162.00	\$ 58.05	64.17%
Retirement	6120	\$ 323.23	\$ 1,813.08	\$ 2,111.55	\$ 3,601.00	\$ 1,489.45	58.64%
Employee Insurance	6130	\$ 445.30	\$ 1,657.89	\$ 2,691.18	\$ 4,386.00	\$ 1,694.82	61.36%
Workers Compensation	6140	\$ 223.82	\$ 1,191.42	\$ 1,441.98	\$ 2,787.00	\$ 1,345.02	51.74%
Personnel		\$ 2,985.05	\$ 15,915.89	\$ 19,243.46	\$ 31,984.00	\$ 12,740.54	60.17%
YTD Comparison				\$ 3,327.57			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 20,815.18	\$ 9,607.13	\$ 19,444.00	\$ 9,836.87	49.41%
Tree Care	6719	\$ 28,779.90	\$ 48,400.00	\$ 37,353.28	\$ 88,502.00	\$ 51,148.72	42.21%
Contracted LS Services	6720	\$ 69,603.77	\$ 246,902.01	\$ 257,809.14	\$ 516,049.00	\$ 258,239.86	49.96%
Park Amenities - Assess	6722	\$ 11,315.64	\$ 1,699.42	\$ 11,315.64	\$ 34,000.00	\$ 22,684.36	33.28%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,736.59	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ 529,759.38	\$ 533,756.09	\$ 529,760.00	\$ (3,996.09)	100.75%
Services and Supplies		\$ 109,699.31	\$ 849,312.58	\$ 849,841.28	\$ 1,191,325.00	\$ 341,483.72	71.34%
YTD Comparison				\$ 528.70			
Expense		\$ 112,684.36	\$ 865,228.47	\$ 869,084.74	\$ 1,223,309.00	\$ 354,224.26	71.04%
YTD Comparison				\$ 3,856.27			
Revenue Total		\$ 6,128.14	\$ 712,630.44	\$ 837,963.56	\$ 1,251,631.00	\$ 413,667.44	66.95%
Expense Total		\$ 112,684.36	\$ 865,228.47	\$ 869,084.74	\$ 1,223,309.00	\$ 354,224.26	71.04%
YTD Revenue-Expenses			\$ (152,598.03)	\$ (31,121.18)			
YTD Comparison				\$ 121,476.85			

General Ledger
Fund 30 Quimby Fund
January 2023 58.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (2,260.92)	\$ (5,583.03)	\$ (21,043.07)	\$ (5,125.00)	\$ 15,918.07	410.60%
Park Dedication Fees	5400	\$ -	\$ -	\$ (3,466,172.45)	\$ -	\$ 3,466,172.45	0.00%
Revenue		\$ 2,260.92	\$ 5,583.03	\$ 3,487,215.52	\$ 5,125.00	\$ (3,482,090.52)	68043.23%

Services and Supplies							
Bank & Registration Fees	6950	\$ -	\$ 36.00	\$ 10.00	\$ -	\$ (10.00)	0.00%
Services and Supplies		\$ -	\$ 36.00	\$ 10.00	\$ -	\$ (10.00)	0.00%

Capital							
General Capital	8400	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Arneill Ranch Park Renovation	8464	\$ -	\$ 1,177,276.39	\$ 13,520.66	\$ 93,008.59	\$ 79,487.93	14.54%
Pickleball Sports Complex	8493	\$ -	\$ -	\$ 19,003.36	\$ 1,382,519.19	\$ 1,363,515.83	1.37%
Capital		\$ -	\$ 1,177,276.39	\$ 32,524.02	\$ 2,875,527.78	\$ 2,843,003.76	1.13%

Expense		\$ -	\$ 1,177,312.39	\$ 32,534.02	\$ 2,875,527.78	\$ 2,842,993.76	1.13%
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Revenue Total		\$ 2,260.92	\$ 5,583.03	\$ 3,487,215.52	\$ 5,125.00	\$ (3,482,090.52)	68043.23%
Expense Total		\$ -	\$ 1,177,312.39	\$ 32,534.02	\$ 2,875,527.78	\$ 2,842,993.76	1.13%
YTD Revenue-Expenses		\$	\$ (1,171,729.36)	\$ 3,454,681.50			
YTD Comparison				\$ 2,282,952.14			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,894,525.49	\$ 355,964.21	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,723,013.87	\$ 926,195.13	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes**		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch Phase 1		\$ -	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	\$ -	Somis Ranch Phase 2		\$ -	\$ 278,100.00	10/20/2027
Total	\$ 10,777,287.40	\$ 6,800,589.70			\$ 4,702,291.19	\$ 6,313,879.22	

*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes
 **Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

General Ledger
Fund 40 Park Impact Fee Fund
January 2023 58.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (663.73)	\$ -	\$ (2,059.71)	\$ (66.00)	1,993.71	3120.77%
Park Impact Fees	5450	\$ (7,712.79)	\$ (165,364.20)	\$ (7,931.19)	\$ -	7,931.19	0.00%
Revenue		\$ 8,376.52	\$ 165,364.20	\$ 9,990.90	\$ 66.00	\$ (9,924.90)	15137.73%
Revenue Total		\$ 8,376.52	\$ 165,364.20	\$ 9,990.90	\$ 66.00	\$ (9,924.90)	15137.73%
Expense Total		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger
Fund 50 CDBG Fund
January 2023 58.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Staffing Cost Recovery	5563	\$ -	\$ -	\$ -	\$ (42,428.00)	(42,428.00)	0.00%
CDBG - Food Share	5577	\$ -	\$ -	\$ (10,441.30)	\$ -	10,441.30	0.00%
Revenue		\$ -	\$ -	\$ 10,441.30	\$ 42,428.00	\$ 31,986.70	24.61%
Personnel							
Full Time Salaries	6100	\$ 389.60	\$ 10,741.05	\$ 2,181.76	\$ 34,508.00	\$ 32,326.24	6.32%
Part-Time Salaries	6110	\$ 2,543.18	\$ 917.00	\$ 17,722.12	\$ 5,333.00	\$ (12,389.12)	332.31%
Retirement	6120	\$ 404.69	\$ 4.28	\$ 2,696.52	\$ -	\$ (2,696.52)	0.00%
Employee Insurance	6130	\$ -	\$ -	\$ 10.58	\$ -	\$ (10.58)	0.00%
Workers Compensation	6140	\$ 40.77	\$ 1.29	\$ 331.36	\$ -	\$ (331.36)	0.00%
Personnel		\$ 3,378.24	\$ 11,663.62	\$ 22,942.34	\$ 39,841.00	\$ 16,898.66	57.58%
Expense		\$ 3,378.24	\$ 11,663.62	\$ 22,942.34	\$ 39,841.00	\$ 16,898.66	57.58%
Revenue Total		\$ -	\$ -	\$ 10,441.30	\$ 42,428.00	\$ 31,986.70	24.61%
Expense Total		\$ 3,378.24	\$ 11,663.62	\$ 22,942.34	\$ 39,841.00	\$ 16,898.66	57.58%

General Ledger
Fund 60 Restricted Donations
January 2023 58.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Restircted Donation	5576	\$ (1,308,170.00)	\$ -	\$ (1,308,170.00)	\$ -	\$ 1,308,170.00	0.00%
Interest Earnings	5310	\$ (215.04)	\$ -	\$ (215.04)	\$ -	\$ 215.04	0.00%
Revenue		\$ 1,308,385.04	\$ -	\$ 1,308,385.04	\$ -	\$ (1,308,385.04)	0.00%
Services and Supplies							
Bank Charges	6955	\$ 12.00	\$ -	\$ 12.00	\$ -	\$ (12.00)	0.00%
Services and Supplies		\$ 12.00	\$ -	\$ 12.00	\$ -	\$ (12.00)	0.00%
Expense		\$ 12.00	\$ -	\$ 12.00	\$ -	\$ (12.00)	0.00%
Revenue Total		\$ 1,308,385.04	\$ -	\$ 1,308,385.04	\$ -	\$ (1,308,385.04)	0.00%
Expense Total		\$ 12.00	\$ -	\$ 12.00	\$ -	\$ (12.00)	0.00%
Revenue minus Expenses				\$ 1,308,373.04			

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Park Services Manager**

DATE: March 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF WATER
CONSERVATION AGREEMENT BETWEEN THE
DISTRICT AND BARRY60 LP**

SUMMARY

In July of 2016, the City of Camarillo introduced an Ordinance amending City Municipal Code Chapter 14.12 (Water Conservation Measures), amending the Water Demand Credit Program and adopting a Water Demand Offset Program. In order for an application for new potable water service to be approved and a will-serve letter issued for a significant new development project, the applicant must demonstrate the proposed project will not create additional demand on the City's water system. In early 2022 staff met with representatives from Barry60 LP (Stockyard project) as this housing project would need to satisfy the City of Camarillo's Water demand offset requirement. Barry60 LP is proposing an Affordable Housing Development with 68 units, including sixty (60) rental apartments, and eight (8) individually owned condominiums located at 2800 Barry Street and Lewis Road.

BACKGROUND

With the Governor's April 1, 2015 Executive Order B-29-15 along with targeted water-use reductions set for water retail agencies (Camrosa Water District, City of Camarillo, etc.), it is evident that the District must take additional steps to reduce the amount of water it uses in order for the Pleasant Valley Recreation and Park District to meet these requirements of water conservation.

In July of 2016, the City of Camarillo introduced an Ordinance amending City Municipal Code Chapter 14.12 (Water Conservation Measures), amending the Water Demand Credit Program and adopting a Water Demand Offset Program. This item adds new permanent water conservation measures including a requirement for a water impact study for significant new development projects and the requirement that such projects offset any new water demand on the City's water system.

Part of the City's approval of the Development including the conditions for the Tract 6017, RPD-205, and CUP-405 (2800 Barry St) imposes a requirement that the Development offset 100% of its additional water demand, which the City has currently calculated to be 9.95-acre feet per year (Water Demand Offset Amount). Barry60 LP is required to enter into an agreement with public or private entities that are existing water customers of the City of Camarillo to achieve the Water Demand Offset Amount.

The mitigation report to the City of Camarillo and the intent of the report was to determine the estimated water demand for the proposed development which took into consideration the water use consumption (number of dwelling units, square footage of buildings) as well as the land use (irrigation). Therefore, all demand factors include both indoor and outdoor water use.

PVRPD has previously entered into agreements with Camarillo Village Homes and Williams Homes to incorporate a Water Demand Offset Program. The agreement for the Water Conservation Project entailed thirteen (13) park sites: (i) replace or upgrade existing auto controllers with weather-based ‘smart technology’ programming features and install master remote control valves and flow sensors or existing mainlines; and (ii) monitor the system, to replace broken equipment, including pipes and sprinklers.

As part of the 2021-2026 Strategic Plan, the District has committed to green initiatives to encourage a more efficient design and usage of our park system. The turf removal projects incorporate best practices in the design of District park space and the selection of materials to reduce environmental impacts and promote drought-tolerant landscapes as well as meeting the District’s 30% water reduction requirement by the City of Camarillo.

ANALYSIS

As part of the budgeting process and turf mitigation project, staff identified six parks for the removal of passive use areas of turf. Two of the parks identified were Lokker Park as well as the Community Center Park. Areas that were identified are considered passive use areas or areas which should have minimal impact. The large grass areas where youth play soccer and baseball, have family picnics, and where other activities take place aren’t the turf areas that will be removed.

Barry60 LP has continued to reach out to the Pleasant Valley Recreation and Park District to enter into an agreement to assist with Water Mitigation/Conservation actions. The agreement would be to undertake water savings projects at no expense initially to the Pleasant Valley Recreation and Park District, by efforts of Barry60 LP to construct and/or improve current assets.

Key Performance Measures:

1. Barry60 LP will provide funding sufficient to implement the Water Conservation Project in order to achieve the Water Demand Offset Amount for the Development.
 - i. Removal of approximately 76,565 square feet of turf at Lokker Park and installation of replacement planting and improvements as described in Exhibit A as part of the agreement.
 - ii. Removal of approximately 6,250 square feet of turf at Camarillo Community Center and installation of replacement planting and improvements as described in Exhibit A as part of the agreement.
2. Barry60 LP will obtain all required governmental clearances and permits associated with the Water Conservation Project and meet all conditions relating thereto, at no expense to PVRPD.
3. Barry60 LP agrees that PVRPD is entering into this Agreement to benefit Barry60 LP such that PVRPD will not be liable for any costs related to the Water Conservation Project under this Agreement or for any consequences should the Water Conservation Project fail to achieve the Water Demand Offset Amount.

4. If the Development is abandoned, Barry60 LP may terminate this Agreement, provided however, (a) once phases are started by Barry60 LP, they will be obligated to complete phases started.

FISCAL IMPACT

There is no fiscal impact associated with this request per the Barry60 LP contract.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.4: Create Green initiatives and sustainability program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost of savings of these methods as well as grant opportunities.

- A. Strategy: Incorporate best practices in the design of parks and selection of plant materials to reduce environmental impacts and promote drought-tolerant, resilient landscapes.

RECOMMENDATION

It is recommended the Board approve the Water Conservation Agreement between the District and Barry60 LP.

ATTACHMENT

- 1) Agreement (11 pages)
- 2) Lokker Design (2 pages)
- 3) Community Center Design (1 page)

WATER CONSERVATION AGREEMENT
BY AND BETWEEN
PLEASANT VALLEY RECREATION AND PARK DISTRICT AND
BARRY60 LP

This Water Conservation Agreement (“Agreement”) is effective as of March 1, 2023 (“Effective Date”), and is by and between the Pleasant Valley Recreation and Park District (“PVRPD” or “District”) and Barry60 LP to undertake water savings projects, at no expense to the PVRPD, by efforts of Barry60 LP to construct and/or improve water facilities pursuant to plans approved by PVRPD, as outlined herein.

WHEREAS, Barry60 LP is proposing an affordable housing project (“Development”) consisting of 68 residential units at 2800 Barry St at the corner of Lewis Road and Barry Street in the City of Camarillo (“City”); and

WHEREAS, the City’s approval of the Development, including the conditions for Tract 6017, RPD-205, and CUP-405, impose a requirement that the Development offset 100% of its additional water demand, which the City has currently calculated to be 9.95 acre-feet per year (“Water Demand Offset Amount”). The Water Demand Offset Amount may be revised to the extent that the City approves any changes to the scope of the Development, which may decrease or increase the estimated water demand of the Development; and

WHEREAS, Barry60 LP is required to enter into contracts with public or private entities that are existing water customers of the City of Camarillo in order to achieve the Water Demand Offset Amount; and

WHEREAS, PVRPD utilizes an average (based on data from 2011 through 2014) of approximately 230 acre-feet per year (“AFY”) for irrigation of approximately 85 acres of turf in at least 14 park sites within the City’s water service area, according to a report prepared by Climate Smart Irrigation, referenced below (these 14 park sites are collectively referred to as the “Water Conservation Project Parks” or “WCP Parks”); and

WHEREAS, Barry60 LP believes that the replacement of turf with drought tolerant landscaping at Lokker Park and Camarillo Community Center described in Exhibit A included herein (the “Water Conservation Project”) at conservative projections will result in an estimated water savings to PVRPD of more than the 9.95 AFY needed as the Water Demand Offset Amount for the Development; and

WHEREAS, Barry60 LP desires to produce water savings that will satisfy the Development’s Water Demand Offset Amount requirement; and

WHEREAS, the parties desire by this Agreement to allow Barry60 LP to contribute goods, services, and financial reimbursements to PVRPD, at no cost to PVRPD, in order to meet the Development’s Water Demand Offset Amount.

NOW, THEREFORE, the parties agree as follows:

A. Performance:

1. Barry60 LP will provide funding sufficient to implement the Water Conservation Project in order to achieve the Water Demand Offset Amount for the Development.

Achievement of the Water Demand Offset Amount will be determined on the date the Water Conservation Project is completed and accepted by PVRPD (such date is referred to as the “Achievement Date”). The parties acknowledge and agree that the Water Demand Offset Amount may be adjusted by City based on City-approved changes to the Development. In such event, City will provide the parties written notice of any such changes and the parties agree to revise the scope of the Water Conservation Project and amend this Agreement to reflect the revised Water Demand Offset Amount. At PVRPD’s election, Barry60 LP may contract directly with contractors to implement the Water Conservation Project. For all work in this category, PVRPD in its sole discretion shall determine whether PVRPD will hire outside contractors, or use District staff to perform the work (reimbursement of all labor and materials to occur in either case). Barry60 LP understands that this work may be required to be bid and the payment of prevailing wages. Barry60 LP at its sole cost shall fund 100% of the complete cost of the following two categories of work, including all inspection and engineering services, for the installation of the Water Conservation Project (as described in Subsections (a), (b) and (c) below).

- a. Removal of approximately 76,565 square feet of turf at Lokker Park and installation of replacement planting and improvements as described in Exhibit A.
2. Removal of approximately 6,250 square feet of turf at Camarillo Community Center and installation of replacement planting and improvements as described in Exhibit A. Barry60 LP will provide insurance, releases, indemnities, bonds and other instruments required by PVRPD of Barry60 LP’s independent contractors, as approved by PVRPD, in advance of Barry60 LP’s undertaking any of the work described herein. Barry60 LP and/or its contractors shall procure and maintain, at their sole cost and expense, in a form and content satisfactory to PVRPD, during the entire term of this Agreement including any extension thereof, the following policies of insurance:
- a. Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Workers’ Compensation Insurance. A policy of workers’ compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.
 - c. Automotive Insurance. A policy of comprehensive automobile liability insurance using Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto) written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit.

Said policy shall include coverage for owned, non-owned, leased and hired cars.

- d. Employer's Liability Insurance. A policy of employer's liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.
 - e. Errors and Omissions Liability. A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.
 - f. Additional Endorsements. All of the above policies of insurance shall be primary insurance. The general liability policy shall name the PVRPD, its officers, employees and agents ("PVRPD Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the PVRPD and the PVRPD's Parties and their respective insurers. Moreover, each insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the PVRPD. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to PVRPD's General Manager. No work or services under this Agreement shall commence until Barry60 LP has provided PVRPD with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by PVRPD.
 - g. Subcontractors. Consultant shall include all subcontractors as an additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.
3. Barry60 LP will obtain all required governmental clearances and permits associated with the Water Conservation Project and meet all conditions relating thereto, at no expense to PVRPD.
 4. So long as Barry60 LP meets its commitments under this Agreement it shall be the exclusive third-party donor of services and equipment for the Water Conservation Project. Notwithstanding the forgoing, Barry60 LP agrees that PVRPD is entering into this Agreement to benefit Barry60 LP such that PVRPD will not be liable for any costs related to the Water Conservation Project under this Agreement or for any consequences should the Water Conservation Project fail to achieve the Water Demand Offset Amount. Moreover, Barry60 LP agrees that PVRPD should be made whole if the Water Demand Offset Amount is not met as further described in Section A(10) below.
 5. PVRPD will provide access to Barry60 LP prior to initiation of construction of the Water Conservation Project for the purposes of inspections and testing in preparation of the installation of said project. Barry60 LP will execute any right of entry documents which may be required by PVRPD prior to said entry. Barry60 LP

will provide at least one business days' notice of a requested entry for inspection purposes.

6. Barry60 LP shall conform the Water Conservation Project at all times to the City's conditions of approval for the Development and the City's Water Conservation Offset Program adopted under Camarillo Municipal Code Chapter 14.12. Notwithstanding the foregoing, Barry60 LP agrees that the Water Conservation Project described herein must be completed to the PVRPD's satisfaction, regardless of State or local drought conditions.
7. If the Development is abandoned, Barry60 LP may terminate this Agreement; provided, however, (a) once phases are started by Barry60 LP they will be obligated to complete phases started, and (b) Barry60 LP and PVRPD must first agree on an Administration Fee proportional to administration costs incurred up until termination or the time when the water credits are restored. Barry60 LP may apply the credits achieved by this Agreement to the Development or another project to which it assigns water credits.

B. Verification, Guarantees, Indemnification and Releases

1. Barry60 LP shall fully warrant all improvements (and shall reimburse to PVRPD or otherwise fully cover the cost of any repairs to or replacement of such equipment) for a period of ninety (90) days from the Achievement Date, regardless of whether installed by a contractor or District staff. District's current intention is to have Barry60 LP's contractors perform repairs/replacement.
2. Barry60 LP shall provide one performance bond and one payment bond in favor of PVRPD that will remain in effect until the Achievement Date to cover the costs of installations anticipated by this Agreement, in a form acceptable to PVRPD. Said bond shall insure performance and payment of the following:
 - a. Performance of all tasks and conditions of this Agreement.
 - b. Indemnify PVRPD and its officers, agents, and employees ("PVRPD's Parties") from any claims by the City or others arising from or relating to this Agreement including work performed by Barry60 LP or its contractors or subcontractors pursuant to this Agreement. However, this bond amount shall in no way limit the obligations of Barry60 LP to indemnify PVRPD and PVRPD's Parties.
 - c. PVRPD's obligations under this Agreement to undertake alternative water conservation programs and/or projects is limited to those programs and projects that can be undertaken with the remaining bond proceeds or otherwise funded by Barry60 LP in a manner approved by PVRPD. PVRPD shall have no obligations to assume any obligations under this Agreement, including the use of PVRPD staff time, without reimbursement from Barry60 LP or said bond funds.
3. Barry60 LP and its principals hereby agree to protect, indemnify, defend, release and hold PVRPD and PVRPD's Parties, and each of them, harmless from and

against any and all liabilities, claims, expenses, losses, actions, penalties, judgments and awards (including payment of attorney's fees and court costs) which PVRPD and/or PVRPD's Parties may suffer or which may be sought against or recovered from PVRPD and/or PVRPD's Parties as a result of or arising out of or in connection with this Agreement, including the approval of this Agreement or the Water Conservation Project, the untruth or inaccuracy of any representation or warranty made by Barry60 LP in the Agreement or Barry60 LP's failure to perform its obligations under this Agreement, including claims relating to the payment of prevailing wages and claims by the City relating to the obligations or goals hereof and the claims by Barry60 LP or its successors relating to their development goals and expectations, or any act or omission of Barry60 LP or any of its contractors or subcontractors or their respective officers, employees or agents, in connection with the Water Conservation Project. If Barry60 LP fails to do so, PVRPD shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorney's fees or court costs, to and recover the same from Barry60 LP. Such indemnity shall not extend to any loss resulting from the PVRPD's breach of this Agreement or from the PVRPD's negligence or willful misconduct.

C. General Provisions

1. The parties acknowledge and agree that the City of Camarillo is expressly made a third-party beneficiary of this Agreement and the City may, at its sole discretion, enforce the terms of this Agreement against Barry60 LP by all lawful means, and that if the City initiates legal action to enforce the terms of the Agreement, then the prevailing party will be entitled to recover reasonable attorney's fees and costs.
2. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission or email with read receipt, addressed as follows:

If to Pleasant Valley Recreation and Park District:

Attn: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010
motten@pvrpd.org

With a copy to:

Aleshire & Wynder, LLP
Attn: Tiffany J. Israel, Esq.
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
tisrael@awattorneys.com

If to Barry60 LP:

Attn: Michael Nigh
1400 W. Hillcrest Dr.
Newbury Park, CA 91320
mnigh@ahacv.org

If to City:

Attn: Public Works Director
City of Camarillo
601 Carmen Drive
City of Camarillo, CA 93010

3. **Notice Effective on Mailing or Receipt.** Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent overnight delivery service shall be effective the business day next following thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.
4. **California Environmental Quality Act.** PVRPD acknowledges that the California Environmental Quality Act (CEQA) may require PVRPD to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. PVRPD acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. Barry60 LP waives any claims against PVRPD regarding delays, modifications or abandonment of this project, as the project is set forth specifically in this Agreement, due to any inability to meet CEQA requirements. Moreover, Barry60 LP shall pay all costs incurred by PVRPD (including costs for staff time and third-party consultants) to ensure that the work undertaken pursuant to this Agreement is in compliance with CEQA.
5. **Subcontracting; Assignment.** Neither party shall assign its rights, duties, or privileges under this Agreement, nor may a party attempt to confer any of its rights, duties, or privileges under this Agreement (including that of sublease) on any third party, without the written consent of either party.
6. **Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
7. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this agreement and PVRPD, this Agreement shall have control. This agreement may be amended or modified only by a written instrument executed by the persons authorized to bind the parties.
8. **California Law.** This Agreement shall be governed by and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or

proceeding brought to enforce the terms and conditions of this agreement shall be maintained in Ventura County, California.

9. **Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained or any subsequent breach of the same or any other term, covenant condition herein contained.
10. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
11. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.
12. **Severability.** Should any provision in this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal, and enforceable.
13. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached referred to herein are incorporated herein by reference.
14. **Termination, Mediation, Cure.** Either Party may terminate this Agreement for a material breach of this Agreement (in addition to other specific grounds for termination specifically provided for herein), upon 30 days' notice (including notice to the City) and, if appropriate, an additional reasonable opportunity to cure said alleged breach. Prior to termination or prior to litigation for a claim of damages, each party agrees to participate in a mediation, to be held before a licensed mediator in Ventura County within fourteen (14) days of notice. Failure to participate in mediation in good faith, as determined in the sole discretion of the mediator shall preclude an award of attorneys' fees, which are otherwise recoverable from the prevailing party in the event of an arbitration or litigation.
15. **Authority to Enter 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.
16. **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.
17. **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one party against the other party in connection with this Agreement, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees. This Section shall survive the termination or expiration of this Agreement.

18. **Term.** This Agreement shall be effective upon approval by the District and shall have a term that extends until the Achievement Date of the Water Demand Offset Amount. This Agreement shall be effective the date first written above.

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

BARRY60 LP, a California limited partnership

By: 60Barry LLC, a California limited liability
company, its managing general partner

By: Area Housing Authority of the County of
Ventura, a public body, corporate and politic,
its member

By: _____
Michael Nigh, Executive Director

EXHIBIT A

WATER DEMANDS

A water demand study was performed by RRM Design Group on February 21, 2020 and approved by the City of Camarillo. See Attachments 1 and 2. The study determined that the annual water demand from the project would be approximately 10.5 acre-feet per year.

The City of Camarillo provided water demand factors and occupancy rates in the form of an excel file to be used in water demand calculations. It is assumed that the demand factors provided include both indoor (domestic) and outdoor (irrigation) water demands. To support this assumption, the City of Santa Barbara’s water demand factors are compared to those of the City of Camarillo. The *Updated Water Demand Factors Technical Memorandum of the City of Santa Barbara* is provided as Attachment 3. Section 2.1 of the memo states that “all demand factors include both indoor and outdoor water use.”

The demand factors applicable to this project for both the apartment and condominiums are as follows:

- City of Camarillo: 70 gallons per day per person, occupancy of **1.9** and 2.5 people per unit for apartments and condominiums respectively
- City of Santa Barbara: 0.15 acre-feet per year per dwelling unit (Multi-Family Residential)

Water demands for the project are compared using both factors in Table 1. This shows that the City of Camarillo estimate of 10.5 acre-feet per year is conservative in comparison to the City of Santa Barbara estimate of 10.2 acre-feet per year and is appropriate to cover both indoor and outdoor water demands for the project.

Category	No. of Units	City of Camarillo			City of Santa	
		Occupancy (people/unit)	Factor (GPD/person)	Total (AFY)	Factor (AFY/DU)	Total (AFY)
Apartment	60	1.9	70	8.9	0.15	9.0
Condos	8	2.5	70	1.6	0.15	1.2
Total				10.5 AFY		10.2 AFY

METHOD OF ANALYSIS

The following table provides a summary of water use factors provided by the City of Camarillo:

Unit Category	Water Use Factor (gal/capita* day)	Population Factor (people/unit)
Apartments	70	1.9
Condo/Duplex	70	2.5

CALCULATED PROJECT WATER DEMAND

Using the applicable water demand factors, the total project water demand has been calculated as follows:

Apartment Water Demand

$$\frac{70 \text{ gal}}{\text{capita} \cdot \text{day}} \times 1.9 \frac{\text{people}}{\text{unit}} \times 60 \text{ units} = 7980 \frac{\text{gal}}{\text{day}} = 8.9 \text{ AFY}$$

Condominium Water Demand

$$\frac{70 \text{ gal}}{\text{capita} \cdot \text{day}} \times 2.5 \frac{\text{people}}{\text{unit}} \times 8 \text{ units} = 1,400 \frac{\text{gal}}{\text{day}} = 1.6 \text{ AFY}$$

Unit Category	Water Use Factor (gal/day)	Population Factor (people/unit)	Unit QTY	Anticipated Daily Water Demand (gal/day)	Anticipated Annual Water Demand (AFY)
Apartments	70	1.9	60	7,980	8.9
Condo/Dupl	70	2.5	8	1,400	1.6
Project					10.5

Based on the conceptual site plan, the proposed development has an anticipated water demand of 10.5 acre-feet per year. The historic water allocation for the site was determined to be 0.55 acre-feet per year, the excess demand of 9.95 acre-feet per year will be offset by reducing the water demand for an off-site property.

The water use factors provided by the City of Camarillo are assumed to be conservative factors. By implementing drought tolerant landscaping and water efficient fixtures in the design, the total water demand for the project is predicted to decrease. A more detailed analysis will be completed at the time of final design that will provide a more accurate estimate of the project’s anticipated water demand.







**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT/AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Katlyn Simber-Clickener, Recreation Services Manager

DATE: March 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL TO
AUTHORIZE THE GENERAL MANAGER TO SIGN
AN AGREEMENT WITH THE CITY OF
CAMARILLO TO PRODUCE THE SUMMER
CONCERT SERIES**

BACKGROUND

In 2019 the City of Camarillo (“City”) approached Pleasant Valley Recreation and Park District (“District”) to produce the Summer Concert Series after the Camarillo Arts Council notified the City that they were no longer able to produce the Concert Series. The District entered into a one-year agreement with the City to produce the 2019 Summer Concert Series. Upon completion of the initial series, the District and the City entered into a multi-year agreement for the years 2020, 2021, and 2022 for the District to produce and manage the Summer Concert Series. The District worked hard to produce the 2020 and 2021 Series, but the COVID-19 pandemic created challenges and restrictions and the 2020 Series was canceled. The District was successful in holding a “traditional” 2022 Summer Concert Series, however with the increasing cost of supplies, the District and City had to increase the dollar amount for the Series. The District and City have since started negotiations to produce the Summer Concert Series for 2023, 2024, and 2025 with two (2) possible extensions for the 2026 and 2027 Series.

ANALYSIS

District and City staff have negotiated an agreement to start in 2023 to produce the 2023, 2024, 2025 Summer Concert Series at Constitution Park. There is the option for two (2) one-year extensions for the 2026 and 2027 years. District and City staff worked together to address feedback from the previous agreement and any concerns for the multi-year agreement. As part of this agreement the District will recover 100% of its cost to produce the event and will issue an RFP for Sound and Lighting for the event. The City will coordinate the storage and trash management to include food waste per new code.

1. Programming Requirements:
 - a. District Staff will facilitate the booking of bands and the sound and lighting contractor, as well as all other event management including on-site day-of concert management for the Series.

- b. District staff will create and distribute all marketing materials of the Summer Concert Series as being presented by both agencies. The marketing of the event will include but is not limited to social media, the District’s Activity Guide publication, press releases, banners, email marketing, and providing information at District-hosted events.
2. Revenues:
- a. Staff is actively working with food trucks and community partners as it relates to sponsorship of the series. Per the agreement, any revenues will be used as follows:
 - i. Defray District’s unforeseen and necessary expenditures above the funding being made available to District by City;
 - ii. Any sponsorship or donation funding shall be held in reserve by the District for the subsequent Summer Concert Series.
3. Expenses:
- a. The District will receive 50% of funding on March 1st and the remaining funding will be reimbursed to the District thirty (30) days after the City receives the District’s expense report. The District shall account for and provide a report of expenses within forty-five (45) days after the last Summer Concert Series performance.
 - i. Funding for 2023 will be awarded once the agreement has been fully executed by both parties.

FISCAL IMPACT

The proposed agreement has the following breakdown of expected expenses showing the total amounts to be provided by the City per this agreement. The City will also provide in-kind funding to include staffing for City Staff and the sheriffs as well as all costs associated with storage.

	Y1 - 2023	Y2 - 2024	Y3 - 2025	Y4 - 2026	Y5 - 2027
Staffing Expense Total	\$ 31,874.13	\$ 33,779.37	\$ 35,809.20	\$ 37,578.24	\$ 39,253.48
Services and Supplies					
Total	\$ 53,610.54	\$ 55,754.96	\$ 57,985.16	\$ 60,304.57	\$ 62,716.75
Marketing Supplies & Services Total	\$ 6,634.00	\$ 6,899.36	\$ 7,175.33	\$ 7,462.35	\$ 7,760.84
Operational Supplies					
Total	\$ 1,000.00	\$ 1,040.00	\$ 1,081.60	\$ 1,124.86	\$ 1,169.86
TOTAL	\$ 93,118.67	\$ 97,473.70	\$ 102,051.29	\$ 106,470.02	\$ 110,900.93

The District will receive 100% of the costs to produce the Summer Concert Series year over year.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goals and Strategies:

- 1.1.B.: Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.

4.3.G: Increase our marketing presence in local community events and gatherings.

4.4.B: Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to sign an agreement with the City of Camarillo to produce the Summer Concert Series for 2023, 2024 and 2025 with two (2) possible 1-year extensions.

ATTACHMENT

- 1) Summer Concert Series Agreement (13 pages)

COMMUNITY EVENT FUNDING AGREEMENT

This Community Event Funding Agreement (“Agreement”) is between the City of Camarillo (“City”) and Pleasant Valley Recreation & Park District (“District”). The City and District shall be referred to herein collectively as “Parties”. The Parties agree as follows:

BACKGROUND

- A. For nearly 40 years, the Summer Concert Series has been held at Constitution Park, a City-owned park located at the corner of Carmen Drive and Paseo Camarillo.
- B. On February 13, 2019, the City Council approved a one (1) year Community Event Funding Agreement (CC 2019-18) for a four (4) concert series, co-produced with the District. Agreement CC 2019-18 provided \$60,000 to the District and an additional \$8,500 in City-direct services (i.e., porta-potties, security fencing, and lighting) and in-kind staffing support. Following the successful 2019 Summer Concert Series, the District provided the City with the reconciliation and financial accounting reports of the production costs.
- C. On November 7, 2019, the Parties entered into a multi-year Community Event Funding Agreement (CC 2019-149) for years 2020, 2021, 2022, to provide management continuity and assurance to the public of the Summer Concert Series.
- D. Due to the COVID-19 pandemic, Executive Order N-25-30 was issued by the Governor on March 12, 2020; the County of Ventura Public Health Officer issued a Declaration of Local Health Emergency on March 12, 2020; and the City Council ratified the City’s Proclamation of Local Emergency on March 13, 2020. Subsequently, the 2020 Summer Concert Series was cancelled.
- E. Following the re-opening of the State of California and under the Blueprint for a Safer Economy provided by the California Department of Health originally published on May 21, 2021, and the County of Ventura entering the Yellow Tier on June 2, 2021, events such as the Summer Concert Series are allowed in the County of Ventura with some safety guidelines still in place.
- F. On June 5, 2021, the City Council at the Budget Workshop, directed staff to include \$73,771 in the Fiscal Year 2021/22 Budget, an increase of \$13,771 from the initial Agreement due to impacts caused by the pandemic.
- G. On June 23, 2021, the City Council authorized the City Manager to execute Agreement No. 2019-149A amending the Community Funding Agreement with the District for the Summer Concert Series, for a total authorized not-to-exceed contribution amount of \$73,771 for Fiscal Year 2021/22.
- H. On May 7, 2022, the City Council at the Budget Workshop, approved an increase to the initial Agreement for the 2022 Summer Concert Series in the amount of \$6,395, due to increased service and supply expenses, for a total Agreement amount of \$66,395 for Fiscal Year 2022/23. Subsequently, on June 21, 2022, the Parties entered into Agreement CC 2019-149B, for a total authorized not-to-exceed contribution amount of \$66,395 for the 2022 Summer Concert Series.
- I. The District has provided a post-event accounting of revenues and expenses for the Summer Concert Series including sponsorships and donations, personnel expenses and total net expenses which reflects a steady increase of service and supply expenses.

- J. As a result of the successful management of the 2019 Summer Concert Series and the multi-year Agreement for years 2020, 2021, and 2022, the Parties wish to enter into a multi-year Agreement for a period of three (3) years, with the option to extend the agreement for two (2) additional one-year terms, for the coordination and management of the Summer Concert Series.

TERMS

The Parties wish to enter into this Agreement according to the terms and conditions specified in this Agreement.

A. EVENT DETAILS.

1. The Parties agree that the Summer Concert Series shall be held at Constitution Park, located at 601 Carmen Drive, Camarillo, CA. in 2023, 2024, and 2025 as shown in the Site Plan (Exhibit A).
2. The dates and times of the concerts for each Summer Concert Series shall be coordinated between the Parties each year within the months of June, July, August and September, with the majority of the events happening within June, July, and August. All reasonable attempts will be made to establish a consistent and easily remembered concert schedule (i.e., "The second and fourth Saturday of the month, in June and July").
3. The Parties agree that back of house ("BOH")/"green room" space shall be provided and located at City Hall within the staff lounge and restroom, which is located at 601 Carmen Drive, Camarillo, CA.
4. The Parties agree that the name of the event shall be "Summer Concert Series presented by the Pleasant Valley Recreation and Park District and the City of Camarillo."

B. RESPONSIBILITIES OF THE DISTRICT.

1. Event Management. District agrees to provide staffing and oversight for the following items:
 - a) Book and manage performers/bands, to include contract negotiations, site tours and logistics, technical items, performance riders, local and regional permits, and settlement.
 - b) Book and manage food truck and/or other vendors, to include local and regional permits, site logistics, and settlement.
 - c) Manage event staffing, to include District staff, volunteers, vendors, and contractors.
2. Operations. District agrees to provide staffing and oversight for the following items:
 - a) Event setup and breakdown, to include but not limited to, signage, cones, chalking of grounds, power requirements, and rentals.
 - b) Post-event cleaning of event spaces, to include but not limited to BOH area(s), parking lots (City Hall, The Church of Latter-Day Saints, Community Center Park), Paseo Camarillo (street/road/drive), and stage/grounds.
 - c) Rent and manage porta-potties for guest use, to include placement on City

- property, scheduling of servicing.
- d) Rent and manage security fencing, to include scheduling of delivery/pickup and setup/breakdown.
 - e) District shall have safety lighting (defined as parking lot, park, and porta-potty lighting) available during the events.
 - f) Provide the set-up and break-down of the lighting tower for event, if needed.
3. Marketing and Advertising. District agrees to provide marketing staffing and support for the following items:
- a) Develop a multi-faceted marketing strategy, to include press releases, email marketing, social media (i.e., Facebook, Instagram), website, paid and un-paid advertising, and event photography.
 - b) Consider providing crowdsourcing support for the public to determine the genre of music to be played at the event. This activity may consist of online and/or hard-copy polls. The top four to six (4-6) genres shall be the music-type for the Summer Concert Series, with specific performers/bands being selected by District.
 - c) Design all creative and branding for the event, to include banners, posters, flyers with final approval to be determined jointly by the City's City Manager and District's General Manager.
 - d) Signage shall be removed at the conclusion of each night of the event.
 - e) It is the responsibility of the District to set/hang and store banners and other related signage. Signage can be set/hung the Thursday before the event.
4. Sponsorships and Donations. Any sponsorships or donations received by either Party for the Summer Concert Series shall be used in the following order to:
- a) Defray District's unforeseen and necessary expenditures above the funding being made available to District by City for that year;
 - b) Any Sponsorship or Donations received by the District will be used and carried over to the subsequent Summer Concert Series until exhausted, before requesting City contingency funding;
 - c) Any excess funding shall be held in reserve by the District for the subsequent Summer Concert Series (i.e. 2023 and 2024) and if any additional funding is needed, contingency funds will be available to cover any unforeseen expenditures. If the District decides not to organize, manage, market and produce the 2025 or future summer concert series, any sponsorship and donation funds held in reserve shall be given to the City for such use.
5. Budget Tracking and Reporting. District agrees to track all expenses and provide a detailed report on all expenditures in accordance with Section D. (2), of this Agreement.

C. RESPONSIBILITIES OF THE CITY.

1. Operations. City agrees to provide staffing and operational support for the following items:
- a) Provide stage cleaning.
 - b) Coordinate and provide solid waste and recycling services for each concert.

- c) All operational items shall be coordinated by the City's project manager in conjunction with the District's Event Manager.
 - d) Conduct a walk through inspection of Constitution Park at least three days prior to each concert, to ensure City facilities are in proper working order.
 - e) Set up and oversee a booth with City staff for the duration of each concert.
 - f) Provide fencing for the stage.
 - g) Provide use of stage storage rooms and the transfer and use of the storage container that is placed behind the stage.
 - h) Execute an agreement with LDS Church for unrestricted use of the parking lot for each concert.
2. Marketing. City agrees to provide staffing and operational support for the following items:
- a) Insert approved marketing material into resident utility bill mailers.
 - b) Permit the District to hang banners and other signage related to the event.
 - c) Permit the District use of the digital marquee at Constitution Park for marketing and advertising of the event.
 - d) Promote the Summer Concert Series on the City's website and other media outlets.

D. FUNDING.

1. Amount of funding. For organizing, managing, marketing and producing four (4) free public concerts, the City will provide event funding to the District of up to, but not-to-exceed, the following amounts for the Summer Concerts Series, in accordance with subsection 2 below. After January 2nd of each year, District may request disbursement of up to 50% of the allocated funding for that year's Summer Concert Series and City agrees to provide funding on March 1st or immediately after with the first check distribution for that cut-off period. District agrees to provide City with at least two weeks' notice for processing the funding distribution.
- a) \$92,500 including a 10% contingency for unforeseen expenditures for a total amount of \$101,750, and approximately \$5,500 in direct services and in-kind event staffing support, as needed, for a total funding amount not-to-exceed \$107,250 for the 2023 Summer Concert Series.
 - b) \$96,800 including a 10% contingency for unforeseen expenditures for a total amount of \$106,480, and approximately \$5,500 in direct services and in-kind event staffing support, as needed, for a total funding amount not-to-exceed \$111,980 for the 2024 Summer Concert Series.
 - c) \$101,500 including a 10% contingency for unforeseen expenditures for a total amount of \$111,650, and approximately \$5,500 in direct services and in-kind event staffing support, as needed, for a total funding amount not-to-exceed \$117,150 for the 2025 Summer Concert Series.
2. Use of funding. District warrants that it will spend the event funding granted by and received through this Agreement only for the purpose of organizing, managing, marketing and producing four (4) free to the public concerts in accordance with the Program Budget (Exhibit B). Annually, within 45 days following the final concert of each Summer Concert

Series, District will provide City an expense report with copies of receipts or cancelled checks attached and remittance of unused funds. The approximate \$5,500 (five thousand five hundred dollars) in direct services and in-kind event staff support provided by City is an estimate of costs based on prior events actual expenses and anticipated costs (Exhibit C). Upon receipt of District's reconciled expense report, City agrees to send payment within 30 days, for the remaining balance due, up to agreed funding amount for that year's Summer Concert Series.

- E. INDEMNIFICATION. City shall indemnify, defend and hold harmless District and its directors, officers, employees and agents from and against any and all liability, loss, damage, claims, demands, expenses, costs (including without limitation reasonable attorney's and expert's fees and costs in connection with litigation) of any kind or nature (including without limitation personal injury, death, or property damage), arising out of (i) a dangerous condition of the City facilities to be used for the Summer Concert Series, (ii) the negligence or willful misconduct of the City, or the (iii) failure of City to comply with any of its obligations of this Agreement, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except where caused by the sole or active negligence or willful misconduct of District.

District shall indemnify, defend and hold harmless City and its directors, officers, employees and agents from and against any and all liability, loss, damage, claims, demands, expenses, costs (including without limitation reasonable attorney's and expert's fees and costs in connection with litigation) of any kind or nature (including without limitation personal injury, death, or property damage), arising out of the failure of District to comply with any of its obligations of this Agreement, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except where caused by the sole or active negligence or willful misconduct of City.

- F. INSURANCE. District agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit D (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver as approved in writing by the City Manager or City Attorney.
- G. EFFECTIVE DATE. This Agreement is effective as of the date that it is fully executed by all Parties and approved by the Camarillo City Council and the District's Governing Board ("Effective Date").
- H. TERMINATION. The Parties may terminate this Agreement, with or without cause, before January 2nd of each year, by written notice of termination to the other party. In the event such notice is given, the District must cease immediately the performance of all Services on behalf of the City. Following January 2nd of each year, this Agreement can only be terminated by written agreement of the Parties.
- I. NOTICES. All notices shall be mailed by U.S. Mail and by email to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses may be used for delivery of service of process.

CITY: City of Camarillo
Attn: Greg Ramirez, City Manager
601 Carmen Drive, Camarillo, CA 93010
gramirez@cityofcamarillo.org

ORGANIZATION: Pleasant Valley Recreation & Park District
Attn: Mary Otten, General Manager
1605 E. Burnley Street, Camarillo, CA 93011
motten@pvrpd.org

- J. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of each party warrants and represents that the person or persons have the authority to execute this Agreement on behalf of their party (whether the party is a corporation, partnership, or business entity) and warrants and represents that they have the authority to bind all parties to the performance of its obligations hereunder.
- K. NO PARTNERSHIP OR JOINT VENTURE. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between the Parties.
- L. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- M. SEVERABILITY. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.
- N. AMENDMENT. This Agreement may only be amended by written instrument, executed by all parties.
- O. CALIFORNIA LAW. This Agreement will be construed and interpreted pursuant to the laws of the State of California. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Ventura, California.
- P. RECITALS AND EXHIBITS. The foregoing recitals and exhibits are incorporated herein by reference into this Agreement.
- Q. COMPLIANCE WITH ALL LAWS. Each Party warrants that it will comply with all federal, state, and local laws in the performance of this Agreement.
- R. INTEGRATION. This Agreement reflects the entirety of the terms and understandings between the parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the parties concerning the matters contained herein. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

(Signatures continue on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

“District”

Date: _____

Mary Otten
General Manager

Date: _____

Board Secretary

“City”

Date: _____

Greg Ramirez
City Manager

ATTEST:

Kristy Buxkemper
City Clerk

Approved as to form.

Brian A. Pierik
City Attorney

2023 SUMMER CONCERT SERIES—CONSTITUTION PARK

- = RESTROOMS W/ PERIMETER FENCING
 - = FOOD TRUCKS
 - = FACILITY DUMPSTERS
 - = SOUND BOOTH W/ SPOTLIGHT SETUP
 - = ATTENDEE PARKING
 - = ADA PARKING
 - = STAGE BARRICADE
 - = FOOD TRUCK LINE QUEUE
 - = INTERMITTENT TRAFFIC CONTROL POINT
 - = INFO VENDOR BOOTHS
 - = FACILITY STORAGE ROOMS
 - = TRASH CANS
 - = POWER SOURCES
 - = PVRPD STAFF
 - = SIGNAGAE
 - = Lawn Games
- NOTES:**
- 2 additional staff at LDS parking lot
 - 1 additional staff at north parking lot entrance

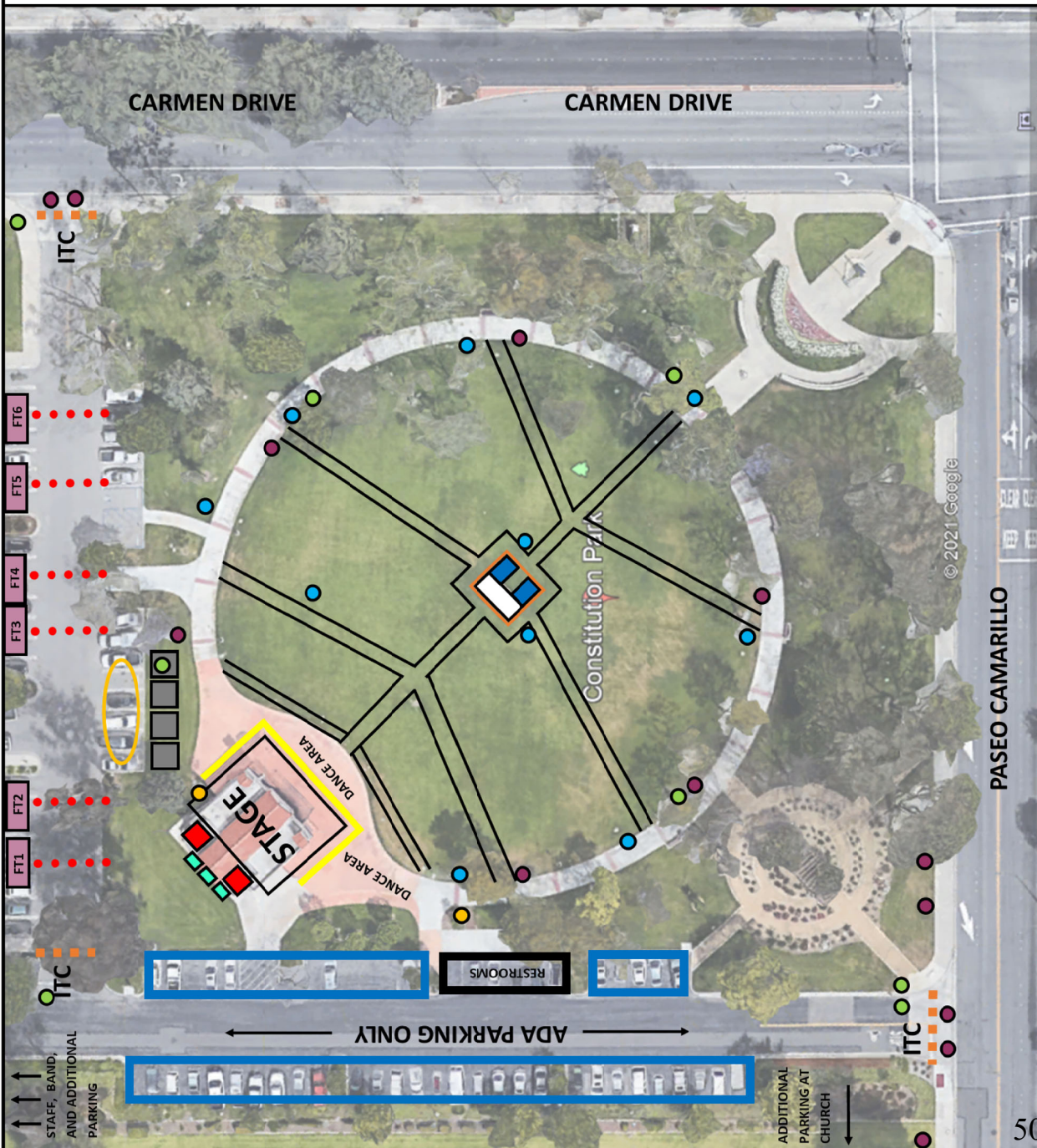


EXHIBIT B

	2023	2024	2025	2026	2027
	Concert	Concert	Concert	Concert	Concert
	Series	Series	Series	Series	Series
				(optional extension)	(optional extension)
Staffing Expense					
Full time- planning, prep, & operations	\$ 25,671.24	\$ 27,253.88	\$ 28,944.09	\$ 30,355.58	\$ 31,654.38
Part-time (320 hours/ 4 concerts)	\$ 5,609.60	\$ 5,890.08	\$ 6,184.58	\$ 6,493.81	\$ 6,818.50
Staffing Total	<u>\$ 31,280.84</u>	<u>\$ 33,143.96</u>	<u>\$ 35,128.67</u>	<u>\$ 36,849.40</u>	<u>\$ 38,472.89</u>
Services and Supplies					
Fire Permit	\$ 310.54	\$ 322.96	\$ 335.88	\$ 349.32	\$ 363.29
Medical Services	\$ 800.00	\$ 832.00	\$ 865.28	\$ 899.89	\$ 935.89
Concert Rental Services					
Portables + Light Poles	\$ 9,000.00	\$ 9,360.00	\$ 9,734.40	\$ 10,123.78	\$ 10,528.73
Fencing (Portables)	\$ 1,000.00	\$ 1,040.00	\$ 1,081.60	\$ 1,124.86	\$ 1,169.86
Performance Expenses					
Lighting (4 part concert series)	\$ 8,000.00	\$ 8,320.00	\$ 8,652.80	\$ 8,998.91	\$ 9,358.87
Sound (4 part concert series)	\$ 18,000.00	\$ 18,720.00	\$ 19,468.80	\$ 20,247.55	\$ 21,057.45
Total Performance Fees for 2 Large Bands, 1 Medium Band, 1 Small Band					
	\$ 16,500.00	\$ 17,160.00	\$ 17,846.40	\$ 18,560.26	\$ 19,302.67
Total	<u>\$ 53,610.54</u>	<u>\$ 55,754.96</u>	<u>\$ 57,985.16</u>	<u>\$ 60,304.57</u>	<u>\$ 62,716.75</u>
Marketing Supplies & Services					
Ink, vinyl, paper	\$ 4,000.00	\$ 4,160.00	\$ 4,326.40	\$ 4,499.46	\$ 4,679.43
Survey Monkey	\$ 384.00	\$ 399.36	\$ 415.33	\$ 431.95	\$ 449.23
Utility Insert	\$ 2,000.00	\$ 2,080.00	\$ 2,163.20	\$ 2,249.73	\$ 2,339.72
Additional Marketing Supplies	\$ 250.00	\$ 260.00	\$ 270.40	\$ 281.22	\$ 292.46
Total	<u>\$ 6,634.00</u>	<u>\$ 6,899.36</u>	<u>\$ 7,175.33</u>	<u>\$ 7,462.35</u>	<u>\$ 7,760.84</u>
Operational Supplies					
Striping Paint	\$ 200.00	\$ 208.00	\$ 216.32	\$ 224.97	\$ 233.97
Tape, gloves, misc.	\$ 400.00	\$ 416.00	\$ 432.64	\$ 449.95	\$ 467.94
Trashbags	\$ 400.00	\$ 416.00	\$ 432.64	\$ 449.95	\$ 467.94
Total	<u>\$ 1,000.00</u>	<u>\$ 1,040.00</u>	<u>\$ 1,081.60</u>	<u>\$ 1,124.86</u>	<u>\$ 1,169.86</u>
TOTAL	<u><u>\$ 92,525.38</u></u>	<u><u>\$ 96,838.28</u></u>	<u><u>\$ 101,370.76</u></u>	<u><u>\$ 105,741.18</u></u>	<u><u>\$ 110,120.33</u></u>

EXHIBIT C

Direct Services and In-Kind Staff Support (Provided by City)

City will provide the following direct services and in-kind staffing services at its expense:

Estimated Cost
(based on City's actual 2022 costs,
including anticipated cost increases)

Direct Services (contracted)

1.	Utility Billing Insert Service Fee	\$ 220.00
2.	Storage Container Relocations	\$ 500.00
3.	Sheriff Overtime (four concerts)	<u>\$ 4,000.00</u>
		\$ 4,720.00

In-Kind Staff Support (approx. 16 hours per FY) **\$ 500.00**

Total Estimated Direct Services and In-Kind Staff Support (rounded up) **\$5,500.00**

EXHIBIT D
INSURANCE

1. **Required Insurance.** Before commencing any services, District must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$2,000,000 / \$4,000,000 Aggregate
Business Automobile Liability	\$2,000,000
Workers' Compensation	Statutory Requirements

2. **Insurance Rating.** All insurance required to be maintained by District must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include liability that a) arises out of the ownership, maintenance, or use of real property; b) arises out of operations away from the business premises by employees or agents of the insured; c) includes contractual liability that has not been amended; d) arises out of the products manufactured, distributed, or sold; and e) arises out of operations that have been completed away from the premises. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. **The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers.** Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the District arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. **The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees, agents, and volunteers.**
5. **Workers' Compensation.** If District has any employees, District must maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). **The insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents, and volunteers.**

- 6. Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. If District obtains and maintains an excess liability policy, such policy must be excess over commercial general liability, automobile liability, and employer’s liability policies. Such policy or policies must include working that the excess liability policy follows the terms and conditions of the underlying policies. Coverage must be applicable to all insureds under the primary policies. **The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers..** The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.
- 7. Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City’s additional insureds or District will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- 8. Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, District must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City’s legal counsel. District must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days’ prior written notice to City (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City’s right to require compliance. In the event that District’s policies are materially changed, District must provide the City with at least 30 days’ prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 9. Failure to Maintain Required Insurance.** If District, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at District’s expense and deduct the cost from the sums due District. Alternatively, City may terminate the Agreement.
- 10. Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit District’s indemnity obligations under this

Agreement. District acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the District or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

11. **Required Insurance for Subcontractors.** District agrees to ensure that any subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of District. District agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
12. **Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving District at least 90 days advance written notice of such change. If such change results in substantial additional cost to District, the parties may renegotiate District's compensation.
13. **Timely Notice of Claims.** District must give City prompt notice of claims made of lawsuits initiated that arise out of or result from District's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Lanny Binney, Recreation Supervisor**

DATE: March 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR
PROPOSALS FOR 2023 SUMMER CONCERT SERIES
SOUND AND LIGHTING**

SUMMARY

It is recommended the Board of Directors approve the Request for Proposals for the 2023 Summer Concert Series Sound and Lighting.

BACKGROUND

In 2019, the Pleasant Valley Recreation and Park District entered into an agreement with the City of Camarillo to host the annual Summer Concert Series. The District & City panel interviewed 2 possible vendors for Sound and Lighting and hired Rock City Studios (now Music Freqs). Upon completion of the initial series, the District and the City entered into a multi-year agreement for years 2020, 2021 and 2022 to provide management continuity and assurance to the public for the continuation of the Summer Concert Series. The 2020 series was not produced due to the COVID-19 pandemic. The 2021 series was produced, however due to the pandemic, the decision to move forward with the event was not confirmed until six (6) weeks prior to the first concert. At the time, staff brought back a First Amendment between the City of Camarillo as well as an event services agreement between the District and Music Freqs. In 2022 the District opened a Request for Proposals for Sound and Lighting for the 2022 Summer Concert Series. The contract was awarded to the only submission which was Music Freqs.

Since then, the District and City have started negotiations to produce the Summer Concert Series for 2023, 2024, and 2025 with two (2) possible extensions for the 2026 and 2027 Series. With this contract, the District is opening a Request for Proposals for 2023, 2024, and 2025 with two (2) possible extensions for the 2026 and 2027 Series.

ANALYSIS

Sound and Lighting is one of the most important elements in the production of the Summer Concert Series. The District is looking for qualified firms that have professional equipment and expertise in the field to submit a request for proposals (RFP) for the 2023-2025 Summer Concert Series with the potential of two (2) 1-year extensions. Estimates for Sound and Lighting can range between \$25,000-\$50,000. These estimates include backline instrumentals, all sound equipment, an audio engineer, a light engineer, and more. Due to the price estimates, the District will need to open an RFP to collect proposals.

The firm selected will be asked to sign a Professional Services Agreement with the District. A sample is attached but will most likely be modified to represent both parties and outline the Summer Concert Series expectations.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with the approval of the RFP.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goals

- 4.3G: Increase our marketing presence in local community events and gatherings.
- 4.4B: Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.

RECOMMENDATION

It is recommended the Board of Directors consider and approve the Request for Proposals for the Summer Concert Series Sound and Lighting.

ATTACHMENTS

- 1) Request for Proposals (8 pages)
- 2) Sample Professional Services Agreement (14 pages)

**PLEASANT VALLEY RECREATION & PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
SUMMER CONCERT SERIES SOUND AND LIGHTING
PROFESSIONAL SERVICES**



RFP RELEASE DATE:

Thursday, March 2, 2023

PROPOSALS DUE:

Friday, April 7, 2023

No Later Than 12:00 PM PDT

DELIVER PROPOSALS TO:

ADMINISTRATIVE OFFICE
PLEASANT VALLEY RECREATION & PARK DISTRICT

Attn: Lanny Binney

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

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NOTICE INVITING PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE SOUND AND LIGHTING SERVICES FOR THE 2023-2025 SUMMER CONCERT SERIES

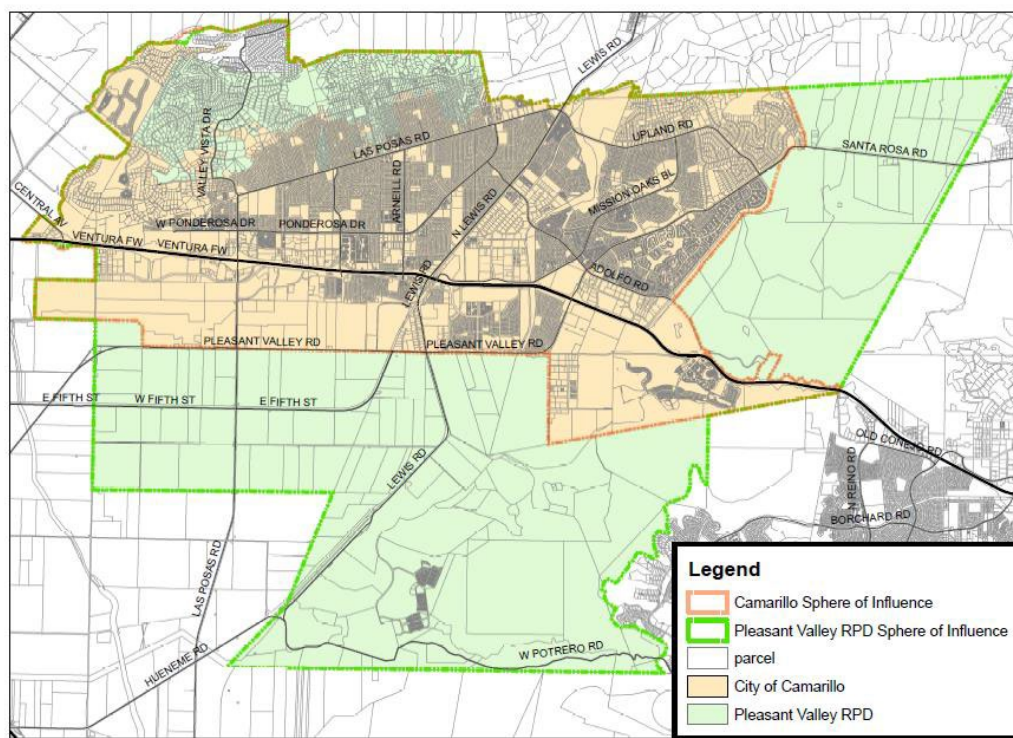
Introduction

The Pleasant Valley Recreation and Park District (“District”) is issuing this Request for Proposals (“RFP”) from experienced and qualified musical providers (“Contractor”) to perform all sound and lighting elements for the 2023-2025 Summer Concert Series.

District Background

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 61 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis and pickleball courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children’s play equipment, and barbeque areas. The City of Camarillo, incorporated in 1964, is a separate entity from the District, however, they do add recreational and cultural service value and amenities to the community by owning two small parks, a trail system and full-service library that it operates independently of the District.

Below is a map that displays the District’s and the City’s respective Spheres of Influence:



Project Goal

The goal of this proposal is to provide sound and lighting elements for 2023 – 2025 and a possible extension of two (2) one-year agreements for Summer Concert Series produced by the Pleasant Valley Recreation and Park District and the City of Camarillo at Constitution Park.

Project Scope

The Proposal should:

- Be concise and easy-to-understand.
- Utilize graphics, photos, tables, and charts as needed to convey information, in addition to logical and supporting verbiage.

Minimum Requirements:

1. Contractor agrees to the concert dates and start times provided for the 2023 Summer Concert Series and will be notified of future dates for 2024, 2025, and possible 2026 and 2027 Concerts.
 - a. Saturday, June 24, 2023, 7pm
 - b. Saturday, July 8, 2023, 7pm
 - c. Saturday, July 22, 2023, 7pm
 - d. Saturday, August 5, 2023, 7pm
 - e. Dates for subsequent years will be determined by November of the prior year. Dates will remain on Saturdays in the months of June, July, and August.
2. Contractor will provide all sound equipment including but not limited to:
 - a. Instrumental Backline and Stage equipment
 - i. (1) Drum set
 - ii. (1) Bass with power, amps, and speaker cables
 - iii. (1) Guitar with power, amps and speaker cables
 1. (3) guitar stands
 - iv. (3) Types of Microphones slated for musical performances with mic stands and batteries.
 - v. Stage carpeting for cable safety
 - b. Stage Monitors
 - i. (5) Stage Monitors with all power and connection cables
 - c. Front of House (FOH) Equipment
 - i. Audio console and audio engineer
 - ii. Lighting console and lighting engineer
 - iii. Stage Manager and stagehand
 - d. Speaker System
 - i. Outdoor PA System rated for 2,000-3,000 people
 - ii. Truss System included
3. Contractor will provide all lighting equipment including but not limited to:
 - a. Stage lighting with pan, tilt zoom capabilities
 - i. (10) Movable and color changing wash lights
 - ii. (8) Stage spotlights
 - iii. (8) Wall background wash lighting, color changing

4. Contractor will provide cable safety including but not limited to:
 - a. 150 Cable hidere
5. Contractor must hold music licensing with:
 - a. SESAC, BMI, ASCAP

Alternatives

Additional considerations to the request for proposals, although not required for consideration include:

1. Artist negotiations and booking fee

Submission Requirements

Interested proposers must submit an electronic version (PDF or Microsoft Word format) of the proposal on or before the deadline containing the following information to the District to be considered a viable candidate for this agreement. Proposals shall not exceed 25 pages including any attachments (staff resumes do not count toward the page limit). Any proposal that does not contain the information outlined below shall not be considered.

1. Transmittal Letter to the Selection Committee

- a. The proposal must contain a transmittal letter, signed by an official authorized to commit the contractor to the representations, commitments and statements contained in both the proposal and contracts. This should include the name, mailing address, email address, and phone number of the contractor's primary contact person for the proposal. Firm advertising, brochures, and other promotional material should not be included.

2. Description and Qualifications of the Firm

- a. A description of the firm's organizational structure, the jurisdiction in which the firm is organized and the date of such organization. In addition, provide a description of the firm's qualifications and experience on projects of similar nature to those described in the proposal as well as projects/clients where contractor has performed as an extension of staff.

3. Staffing

- a. Provide a staffing plan for the concerts identifying: 1) the project manager for the work; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager and key persons, including a summary of experience on similar projects to those described in this proposal.

4. References

- a. A list of no more than three (3) references for the proposer and no more than three (3) references for any subcontractors, if proposed, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific projects and key individuals that have participated in them. Include the dollar amount related to the project participation. Identify how much experience the firm and subcontractor, if needed, has had with public agencies.
- b. A minimum of two (2) examples of past work completed within the last five (5) years that represent the type of work requested in this RFP. Examples can be representative of projects with References or from separate completed projects. Please provide a

brief description of these selected projects including when the project began, its current status, a description of the proposer’s role/involvement in the project, and any specific information on how the community was responsive to the project.

5. Scope of Work

- a. A clear and concise statement of the proposer’s understanding of the nature and extent of the services required.
- b. Additional information or services that may be provided that are not already defined in the scope of work above.
- c. The proposed project timeline.

6. Project Budget & Other Financial Information

- a. The proposer shall furnish the financial information requested below. If submitted by a consortium, a joint venture, a partnership, or by an individual, it shall be signed by an individual authorized to bind the contractor making the proposal.
 - i. A firm must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.
 - ii. If there is no negative history to disclose, the firm must affirmatively state in its proposal that there is no negative history to report.
 - iii. A detailed Scope of Work, including an itemization of all services to be provided and their individual costs. This should include estimated staffing, hours, costs, and a description of each major task and subtask, including public meetings. Cost should be broken down by items and include an overall cost for the years 2023, 2024, 2025 and possible extension years of 2026 and 2027.
 - iv. A schedule of hourly rates to be charged for extra work if required during the course of the contract.
 - v. A disclosure of all personal, professional or financial relationships with any officer and/or employee of the District.

Evaluation Criteria

The objective is to choose the proposal that offers the highest quality services and will achieve the project’s goals and objectives within a reasonable budget. While cost is important, other factors are also significant and the District may not select the lowest cost proposal.

All proposals submitted in response to this RFP will be evaluated in accordance with the objectives mentioned above and the following criteria with a given point value listed below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

Selection Criteria—RFP	Points Available
Understanding of Scope of Work; and provides high quality materials	25
Project Components, Timeline, and Deliverables	15
Demonstrated Expertise in Performing Similar Work	20
Qualifications and Experience of Key Staff	20

References & Past Project Samples	15
Proposed Project Cost	15
Total Points Available Per Proposal	110

Firm Selection & Notification

The issuance of this RFP and the selection of the most qualified firms are the first steps in the process that will eventually lead to the execution of an agreement with the most qualified firm. Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP.

The successful Contractor to whom work is awarded shall, within 30 days of Board approval, enter into a contract with the District for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract.

The District reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

The District reserves the right to accept and or withdraw the RFP in whole or in part, at any time and for any reason and/or request additional information from all proposers. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District also reserves the right to modify any aspects or waive any irregularities, terminate, or delay this RFP, the RFP process, and/or the program, which is outlined within this RFP at any time if doing so would serve the interest of the District. Contract award will be made at the sole discretion of the District based on evaluation of all responses.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified, and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP;
- Evidence of collusion among the proposers submitting the proposals;
- Failure to comply with the specification requirements of the RFP.

Contract Requirements

The District plans to use the attached Pleasant Valley Recreation & Park District Professional Services Agreement. Contractors with significant concerns about the sample agreement should not submit an RFP.

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by tasks). If after negotiation and consideration, the District is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top-ranked firm and, at their sole discretion, may: enter into

negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

Estimated Selection & Approval Schedule

Request for Proposals Open	March 2, 2023
Deadline for Proposals	April 7, 2023
Evaluation of Proposals	April 10-21, 2023
Award Contract	May 3, 2023

**The District reserves the right to revise the above schedule.*

Questions

Upon release of this RFP, all communications concerning the RFP should be directed to Lanny Binney, Recreation Supervisor via the contact information listed below. Unauthorized contact regarding this RFP with any other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding with the District. Agencies should rely only on written statements by Mr. Binney.

Name: Lanny Binney, Recreation Supervisor
Address: Pleasant Valley Recreation & Park District
1605 E. Burnley Street, Camarillo, CA 93010
Email: lbinney@pvrrpd.org

Submittal Instructions

Proposals must be received no later than 12:00 p.m. PDT on April 7, 2023.

Proposals shall be mailed to:

Pleasant Valley Recreation & Park District

Attn: Lanny Binney
1605 E. Burnley Street
Camarillo, CA 93010

The proposals shall be in a sealed envelope or box and clearly labeled with the Agency's name, address, and "SCS Sound & Lighting RFP."

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND
CONSULTANT, INC.**

This agreement is made and entered into, effective _____ between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“District”), and _____, a California _____ (“Consultant”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of an _____ (“Project”).

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work _____ attached as Exhibit “B” and incorporated by reference herein. All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by _____ professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant’s Proposal, this Agreement, or any reports or documents prepared in connection with this Agreement.

Consultant agrees to undertake the discrete tasks outlined in Exhibit “B” only upon consultation with and authorization from the District’s General Manager and _____. Agreement for _____ Services between Pleasant Valley Recreation and Park District and Consultant, Inc.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than _____. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement will be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Project Manager, such delay is justified. The Project Manager's determination is final. In no event will Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4. Independent Contractor Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement. Neither the District nor any of its employees shall have any control over the manner or means by which Consultant or its staff perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role.

Consultant represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or

otherwise or a joint venturer or a member of any joint enterprise with Consultant. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant. In the event that Consultant or any staff of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Consultant shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

Consultant will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Consultant's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws.

Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than

District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

Total Project Cost not to Exceed: \$ _____

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. The District's Project Manager shall be _____, _____ [job title].

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials

may be retained by Consultant. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Insurance Requirements. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Prior to the commencement of the Project, Consultant shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Consultant to any person or entity without the advance written consent of District. Consultant shall not employ any subcontractors for its work.

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Consultant: _____

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT
Attn: _____
1605 E. Burnley Street
Camarillo, CA 93010

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

22. Additional Provisions

Consultant agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

24. Conflict of Interest.

Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations.

25. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

26. Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

INSERT

CONSULTANT:
XXXX, a California Corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"

**PLEASANT VALLEY RECREATION & PARK DISTRICT
INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS`

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"
SCOPE OF WORK

X

DRAFT

EXHIBIT "C"
COMPENSATION

X

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**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: March 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF AGREEMENT
FOR INSTALLATION OF DISH CELL TOWER AT
MISSION OAKS PARK**

SUMMARY

Pleasant Valley Recreation & Park District (District) has been working with Eukon Group (EUKON), which represents DISH Network (DISH), to build a new cell phone antenna at one of the District parks. The DISH antenna is to be attached to an existing sports field light pole and utilize an existing enclosure. The District is finalizing the agreement with EUKON and DISH.

BACKGROUND

The District currently has three cell tower leases at the following properties: Mission Oaks (2) and Bob Kildee (1). The District receives \$91,704 annually in lease revenue as part of the lease agreements.

Eukon approached the District with a proposal to install a new cell phone tower at Mission Oaks utilizing an existing sports field light pole and an existing enclosure next to Softball Field 1. The project has already received PVRPD Board approval and completed all permitting requirements with the City and other agencies.

ANALYSIS

The District is finalizing the lease agreement with EUKON to start the installation of the DISH antenna on a sports field light pole and other required telecommunication equipment inside an existing enclosure next to Softball Field 1.

The negotiated terms for the new lease agreement are as follows:

The terms of the agreement are for five years, with an automatic extension for five additional five-year periods.

The District will receive a “monthly rent” of \$3,800 for every month of the agreement with an automatic escalator of 4% annually.

For offsetting costs to the District in negotiating and administering this Agreement, and not as additional rent, the District negotiated a one-time \$25,000 administrative fee to be paid at the beginning of the agreement.

FISCAL IMPACT

Over the 30-year life of this agreement, the District will receive \$2,557,473.16 in “monthly” rent, plus an upfront \$25,000 administrative fee.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy 1.3: Identify additional sources of revenue to reduce the reliance of property tax.

RECOMMENDATION

Staff recommendation is for the Board to approve the agreement with DISH to install an antenna on an existing light pole at Mission Oaks Park.

ATTACHMENTS

- 1) License Agreement for Wireless Telecommunications Facility on District-Owned Private Property (52 pages)

**License Agreement Between the Pleasant Valley Recreation & Park District
and DISH Wireless L.L.C. for Installation of a Wireless Telecommunications
Facility on District Owned Private Property**

This License Agreement for installation and use of a wireless telecommunications facility (this “Agreement ”) is made as of _____ (the “Effective Date”), by and between the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), and DISH Wireless L.L.C., a Colorado limited liability company (“Licensee ”), referred herein to each as a “Party” and collectively the “Parties.”

RECITALS

A. District owns the real property described in the attached Exhibit A commonly known as Mission Oaks Park located at 5501 Mission Oaks Blvd in the City of Camarillo, County of Ventura, State of California, and designated by the Ventura County Assessor’s Office as Assessor’s Parcel Number: 171025004 (the “Property”).

B. Pursuant to District approval and a lease agreement between the District and Royal Street Communication California LLC/Metro PCS (“Lease”) dated September 8, 2010, a Wireless Telecommunications Facility was installed at the Property consisting of an equipment shelter, related underground lines and the addition of antennas, and related equipment, to a park light standard at the Property. Ultimately, the site was abandoned by Royal Street Communication California LLC/Metro PCS and the equipment enclosure remained.

C. DISH Wireless desires to utilize the existing equipment shelter that was built for Royal Street Communication California LLC/Metro PCS in 2010.

D. The equipment enclosure is approximately 725 square feet, consists of a foundation, cinderblock or brick walls and tile roof perimeter, with chain link over the top.

E. Licensee desires to license a portion of the Property to construct, install and operate a Wireless Telecommunications Facility (as defined herein). Said license would include the existing equipment shelter, in an as-is condition.

AGREEMENT

NOW THEREFORE, this Agreement is entered by and between the District and Licensee effective as of the Effective Date listed above.

1. PREMISES

1.1 Licensed Premises. District hereby licenses to Licensor, and Licensor hereby licenses from District, that portion of the Property described on in Exhibit B as the “Licensed Premises and Site Plans.”

1.2 Conduit Easement Area. District also grants to Licensee during the term of this Agreement a non-exclusive easement under that certain portion of the Property, which non- exclusive easement shall be irrevocable during the term of this

Agreement, but which shall automatically terminate upon expiration or termination of the Removal Period (as defined in Section 27 below), to install, operate, maintain, repair and/or replace utility wires, cables, conduits and pipes under those portions of the Property depicted on the attached Exhibit C as the “Conduit Easement Areas” connecting the Licensed Premises with the nearest points of utility service to the Licensed Premises, all according to plans and specifications approved in writing in advance by District. Upon completion of Licensee’s initial installations in the Conduit Easement Areas, Licensee, at Licensee’s sole cost and expense, shall provide District with as-built drawings of the utility wires, cables, conduits and pipes in the Conduit Easement Areas, which drawings shall thereafter define the Conduit Easement Areas. There shall be no change to Conduit Easement Area without prior written approval of the District.

- 1.3 Access Easement Areas. District also grants to Licensee during the term of this Agreement the non-exclusive right, which right shall be irrevocable during the term of this Agreement, but which shall automatically terminate upon expiration or termination of the Removal Period, ingress to and egress from the Licensed Premises, on foot or motor vehicle, including half-ton or less trucks, over and across the portions of the Property depicted on the attached Exhibit D as the “Access Easement Areas.” Licensee shall be permitted to access the Licensed Premises 7:00 a.m. to 7:00 p.m. Monday through Saturday, and prohibited at anytime on Sunday or any public holiday pursuant to Section 10.34.120 of the City of Camarillo Municipal Code. Licensee may access the site during these hours for routine maintenance or for emergency repairs. Any maintenance or repairs by Licensee that involve large equipment swaps or heavy machinery will require at least seven (7) days advance notice to District. In the event the District makes repairs to or constructs improvements over portions of the Access Easement Areas or the road leading to the entrance of the Property which may temporarily prevent access to the Premises, Licensee shall endeavor to provide alternative access to the Premises to the extent it is necessary for Licensee to perform emergency work during such access area maintenance or repair.
- 1.4 Premises. The Licensed Premises, Conduit Easement Areas and the Access Easement Areas are collectively referred to herein as the “Premises.”
- 1.5 No Representations. Licensee hereby accepts the Licensed Premises in their current “AS-IS” condition. District makes no representations or warranties, express or implied, regarding title to the Property. Licensee takes its interest under the Agreement subject to all matters of record and all title matters that would be revealed by a diligent inspection of the Property. Licensee will defend, indemnify and hold District harmless from and against any claims, liabilities, damages, costs and expenses resulting from or relating to any violation by Licensee of any such title matters. Licensee shall use Dig Alert and is responsible for coordinating with the owners of any existing utilities on, under or over the Property. Prior to be granted access to the Premises, Licensee shall obtain in writing from the Ventura County Flood Control District (“District”) all applicable approvals or permissions required by the District, as well as any and all approvals or permissions required by

any other holder of an interest in the Premises. District agrees to cooperate at no expense to District with Licensee in District's capacity as a real property owner, in obtaining all such approvals or permissions, provided that District's cooperation shall be limited to signing applications for approvals and permits that require a signature from the owner of the Property.

2. **TERM**

- 2.1 **Initial Term.** The term of this Agreement shall be for five years (the "Initial Term") commencing sixty (60) days following the Effective Date (the "Commencement Date"). License payments required under Section 3 below shall commence on the Commencement Date.
- 2.2 **Extension Terms.** Provided Licensee is not in default beyond any applicable cure period under the terms of this Agreement as of the end of the Initial Term or the end of the then current Extended Term (defined herein), as applicable, this Agreement shall automatically be extended for five (5) additional five (5) year terms unless Licensee terminates it at the end of the then current term by giving District written notice of the intent to terminate at least six (6) months prior to the end of the then current term (individually, an "Extended Term," and collectively, the "Extended Terms") on the same terms and conditions as set forth in this Agreement (unless expressly provided otherwise in this Agreement). Licensee shall have no other right to extend the term of this Agreement beyond the Extended Terms.
- 2.3 **Agreement Term.** The "Agreement Term" shall mean the Initial Term, any Extended Terms, and any month-to-month tenancy authorized in writing by District pursuant to Section 26 below.

3. **MONTHLY RENT**

- 3.1 **Initial Year.** Licensee shall pay to District in advance as "Monthly Rent," without deduction, setoff, prior notice or demand, the sum of \$3,800.00 per month on or before the first (1st) day of each calendar month, commencing on the Commencement Date, provided, however, District and Licensee acknowledge and agree that the initial Monthly Rent payments for the first two (2) calendar months of the Initial Term shall be paid by Licensee to District within forty-five (45) days following the Commencement Date. Monthly Rent for any partial month shall be prorated at the rate of 1/30th of the Monthly Rent per day. Monthly Rent is subject to adjustment as provided in Section 3.2 below.
- 3.2 **Annual Adjustment.** Beginning on the first day of the month in which the first anniversary of the Commencement Date occurs and on the first day of the month of each subsequent anniversary of the Commencement Date during the Agreement Term (each, an "Adjustment Date"), the Monthly Rent shall be increased based on the following formula: $\text{Increased Monthly Rent} = \text{Current Monthly Rent} \times 104\%$

- 3.3 Administrative Fee. For purposes of offsetting costs to District in negotiating and administering this Agreement, and not as additional rent, within forty-five (45) days after the Effective Date, Licensee shall pay District a one-time administrative fee in the amount of \$25,000 (“Administrative Fee”). The Administrative Fee does not include fees assessed by District for Governmental Approvals (defined herein). Licensee shall pay all applicable fees and taxes related to any Governmental Approvals. In the event this Agreement is terminated prior to the expiration of the Initial Term or any Extended Term, Licensee shall not be entitled to a refund or credit of any portion of the Administrative Fee.
- 3.4 Payment. Licensee shall make all payments due under this Agreement payable to the District electronically or by mail to Pleasant Valley Recreation & Park District, Attn: Department of Finance, 1605 E. Burnley Street California, 93010 or at such other address or to such other persons as District may from time to time designate in writing at least fifteen (15) days prior to any Monthly Rent payment date.
- 3.5 Late Payment. Liquidated damages of five percent (5%) of any Monthly Rent or any other required payment to District shall be paid by Licensee if such payment is not paid to District on or before the tenth (10th) day after the date on which it is due. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs District will incur by reason of late payment by Licensee . In no event shall the late charge exceed the maximum allowable by Law (as defined in Section 28.11 below). Acceptance of the late charge by District shall not constitute a waiver of Licensee’s default with respect to the overdue amount, nor prevent District from exercising any of the other rights and remedies available to District.

4. USE; APPROVALS; REQUIRED IMPROVEMENTS; TERMINATION.

- 4.1 The Licensed Premises may be used by Licensee for Licensee’s Wireless Telecommunications Facility (as defined below). The Conduit Easement Areas may be used by Licensee for underground utility connections to the Licensed Premises. Subject to District’s reasonable rules promulgated by District in writing from time to time, which rules shall be provided to Licensee in advance in writing, the Access Easement Areas may be used by Licensee for reasonable physical access to the Licensed Premises by Licensee’s personnel, vehicles and equipment, and Licensee’s personnel may temporarily park its motor vehicles, including half-ton or less trucks, on District’s Property in the parking lot adjacent to the Licensed Premises to the extent such vehicles are used in conjunction with constructing and maintaining Licensee’s Wireless Telecommunications Facility, and as necessary and consistent with the authorized use of the Premises. Licensee shall use the Premises as set forth in this Section 4.1 and only for the purpose of constructing, maintaining and operating Licensee ’s Wireless Telecommunications Facility, and for no other use (“Permitted Use”).
- 4.1.1 “Wireless Telecommunications Facility” means those certain equipment and structures, such as antennas and microwave dishes, air conditioned

equipment shelters and base station equipment, cable, wiring, power sources (including emergency back-up batteries), related equipment and structures, walls and fencing, and an antenna support structure, to the extent such equipment and structures are described and depicted in the attached Exhibits.

- 4.1.2 Licensee shall not deviate from any Exhibits in any manner without District's prior, written consent, which consent may be withheld in District's sole and absolute discretion, unless such consent is not required in accordance with Paragraph 6 below.
 - 4.1.3 Licensee shall install the improvements described in the Exhibits at Licensee's sole cost and expense.
 - 4.1.4 Above ground or overhead utility wires, cables, conduits or pipes shall not be used to connect utilities across the Property to the Premises.
 - 4.1.5 (e) Any and all antennas, antenna support structure, and any portions of Licensee's Wireless Telecommunications Facility visible from any public place, shall be of a "stealth" design utilizing natural colors, and/or camouflaged and approved in writing, in advance, by the District. Any approved design shall include use of material colorings providing not less than twenty (20) years of natural color fast quality. To ensure compliance with this requirement and in addition to the maintenance requirements set forth in Section 9 below, not more than once every ten (10) years, District may require Licensee to repaint or otherwise re-color the antennas, supporting structure and any portions of the Wireless Telecommunications Facility visible from any public place, so as to match the original color(s), and to replace or repair any stealthing or camouflaged material that is missing, discolored, or otherwise in poor maintenance to its original quantity and quality. District in its proprietary capacity hereby approves the design of the Licensed Premises described and depicted in the Exhibits attached hereto.
 - 4.1.6 Subject to this Agreement, District retains the absolute right to grant the right to use or occupy any portion of the Property, excluding the Licensed Premises, to any other person or entity.
- 4.2 Prior to using the Premises for any Permitted Use, Licensee shall obtain and maintain all governmental licenses, permits, approvals or other relief required of Licensee by any Law or deemed necessary or appropriate by Licensee for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, conditional use permits, special use permits, and construction permits (collectively, "Governmental Approvals"), including, without limitation, all Governmental Approvals from District in its governmental capacity required by Law. Licensee agrees that this Agreement does not exempt it from compliance with any Law. District shall bear no responsibility or liability under this

Agreement for Licensee's inability to make use of the Premises for failure to obtain or maintain any required Governmental Approval, provided however, that District shall cooperate, at no expense to District, with Licensee in District's capacity as a real property owner, in obtaining and maintaining the Governmental Approvals, provided that District's cooperation shall be limited to signing applications for Governmental Approvals that require a signature from the owner of the Property. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that any soil boring tests are unsatisfactory; (v) Licensee determines that the Premises is no longer technically compatible for its use, or (vi) Licensee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, Licensee shall have the right to terminate this Agreement prior to using the Premises. Notice of Licensee's exercise of its right to terminate shall be given to District in writing in accordance with Section 24 below, and shall be effective as set forth in Section 24, or upon such later date as designated by Licensee. All rents paid to said termination date shall be retained by District.

- 4.3 Except as stated herein, Licensee shall not, without the prior written consent of District, not to be unreasonably withheld, delayed or conditioned, at any time during the Term: (i) add or expand utilities, equipment, antennas and/or conduits to the Wireless Telecommunications Facility beyond what is identified in Exhibits; (ii) sublet any portion of the Wireless Telecommunications Facility or Premises to a third party; or (iii) otherwise allow a third party to use the Wireless Telecommunications Facility or Premises. Licensee acknowledges that District may withhold consent in its reasonable discretion for any such activities which will materially and adversely impact the Property or the use thereof by District and/or other Licensees, and may require payment of reasonable additional rent as a condition of any consent to sublet or otherwise allow a third party to use the Wireless Telecommunications Facility as provided herein.

5. PERFORMANCE AND REMOVAL BOND. In order to secure the performance of its obligation under this Agreement, Licensee shall provide the following security interest to the District:

- 5.1 Performance and Removal Bond Required. Prior to the commencement of any construction on Premises, Licensee shall pay for and provide District with a Bond, in substantially the form attached hereto as Exhibit G, and naming District as obligee in an amount equal to two hundred thousand (\$200,000), to guarantee and assure Licensee's faithful performance of Licensee's obligations under this Agreement, including without limitation, removal obligations and payment of the Monthly Rent (the "Bond").

5.1.1 The amount of the Bond shall be increased by three (3) percent on the anniversary of the Effective Date, and on each anniversary thereafter.

- 5.1.2 The Bond shall be solely for the protection of Licensor, conditioned upon the faithful performance of the required construction, maintenance and removal work. Bonds shall be executed by an “admitted surety insurer,” as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and reasonably acceptable to Licensor.
- 5.1.3 The Bond is conditioned upon the performance by Licensee of all the terms and conditions of this Agreement and upon the further condition that if Licensee fails to comply with any terms or conditions governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the Bond any damage or loss suffered by Licensor as a result, including the full amount of any compensation, or costs of removal or abandonment of Licensee’s property, plus costs and reasonable attorneys’ fees up to the full amount of the Bond.
- 5.1.4 Such Bond shall remain in effect until all of the following have first occurred: (i) this Agreement has been terminated or expired and (ii) Licensee has complied with all removal and restoration requirements set forth in Section 27 of this Agreement.
- 5.2 District’s Right to Draw on Bond. After Licensor provides written notice and a reasonable opportunity to cure, District shall have the right to draw on the Bond in the event of a default or breach by Licensee or in the event Licensee fails to meet and fully perform any of its obligations under this Agreement. If the Bond is drawn upon, all of Licensor’s reasonable costs of collection and enforcement of the provisions relating to the Bond that are specified in this Section, including reasonable attorneys’ fees and costs, may be recovered from the Bond.
- 5.3 Restoration of the Bond. Licensee must deposit a sum of money or a replacement instrument sufficient to restore the Bond to its original amount within thirty (30) days after notice from District that any amount has been recovered from the Bond. Failure to restore the Bond to its full amount within thirty (30) days will constitute a breach of a material condition of this Agreement.
- 5.4 Required Endorsement. The Bond is subject to the reasonable approval of Licensor’s risk management and must contain the following endorsement:
- “This bond may not be canceled until sixty (60) days after receipt by Pleasant Valley Recreation & Park District, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew.”
- 5.5 Reservation of Rights. The rights reserved by Licensor with respect to the performance Bond are in addition to all other rights and remedies Licensor may have under this Agreement or any other law.

6. ALTERATIONS AND IMPROVEMENTS. No other alterations, additions or changes shall be made to the Premises unless and until Licensee first obtains District’s written approval of such, which approval may be withheld by District in District’s sole and absolute discretion;

however, District's consent shall not be required for equipment repairs or for replacements with equipment that is of a "like kind" (i.e., substantially the same), provided that in the case of replacement(s), Licensee delivers to District at least ten (10) days' prior written notice of such replacement(s) together with a written explanation as to how the replacements are "like kind" and provided, further, that such replacements shall not increase any overall dimension of the Wireless Telecommunications Facility and no additional cabinets, antennas or other additions or expansions shall be permitted. The foregoing shall not affect the obligation of Licensee to obtain Governmental Approvals from District in its governmental District, if required under applicable Laws.

7. CONDITIONS OF CONSTRUCTION.

7.1 All work by Licensee on the Premises shall comply with such reasonable rules as District may promulgate in writing from time to time.

7.2 Licensee shall give written notice to District upon commencement of construction.

7.3 Installation and construction of the Wireless Telecommunications Facility shall be accomplished in such a manner that it will not interfere with or be a source of danger to persons or property on or near the Property or surrounding properties. Nor shall installation and constructions interfere with the services provided by the District, resources provided to the District, and/or the District's or public's use of District Property.

7.3.1 Licensee may perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Premises, as necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Governmental Approvals. Licensee shall obtain all required Governmental Approvals and notify District in writing prior to any soil borings, percolation tests, or any other invasive tests on Premises. Licensee shall promptly repair any damage to the Premises and the Property caused by Licensee's tests, inspections and investigations, and restore the Premises and the Property to as good a condition as existed immediately before such damage or alteration occurred. Licensee is responsible for the removal and disposal (in accordance with applicable law) of any soil resulting from Licensee's tests, inspections and investigations.

7.3.2 The plans and designs for the construction and installation of the Wireless Telecommunications Facility shall be subject to the prior written approval of District. District, in its proprietary capacity, hereby approves the plans and designs for the Wireless Telecommunications Facility attached hereto as Exhibits, and such approval does not substitute for or replace required Governmental Approvals. The determination of whether Licensee's Wireless Telecommunication Facility are in compliance with this Agreement and the plans and designs shall be made in writing by District.

- 7.3.3 Any design or installation method which will interfere with or limit District's use of the Property shall be prohibited unless approved in writing in advance by District. District's approval or disapproval of the design or installation of the Wireless Telecommunications Facility shall not alter or diminish any responsibility, liability, or indemnity assumed by Licensee under this Agreement.
- 7.3.4 During the installation and construction period, Licensee shall provide temporary chain-link fencing of at least six (6) feet in height around the Licensed Premises. Licensee shall be permitted to temporarily store construction materials and equipment on the Property near the Premises at the location depicted on Exhibit F ("Construction Staging Area") for a period not to exceed one hundred twenty (120) days commencing on the date Licensee commences construction at the Property. In the event that Licensee needs additional time for the Construction Staging Area, Licensee shall request an extension from the District which shall not be unreasonably denied.
- 7.3.5 Once the construction and installation work has begun, Licensee shall prosecute all construction and installation to completion with due diligence and in no case longer than 8 months.
- 7.3.6 All work on the Premises shall be performed in a good and workmanlike manner, shall substantially comply with the plans and specifications submitted to District and shall comply with all applicable Laws. Licensee shall pay for all costs and expenses associated with construction and installation done by Licensee, or on behalf of Licensee, on the Premises as permitted or required by this Agreement.

8. UTILITIES AND SERVICES. Licensee shall make all arrangements for and directly pay for all utilities and services furnished to or used by it, including, without limitation, electricity, gas, water and telephone service (if any), and for all connection charges. Licensee shall install, at Licensee's sole cost and expense, a separate meter for each utility it utilizes. If Licensee fails to pay when due any charge, lien or expense for any such utility or service, District may in its sole discretion pay the same, and any amount so paid by District shall be paid by Licensee to District within thirty (30) days after District gives Licensee written demand, including reasonable supporting documentation.

- 8.1 Licensee may, at its expense, and with District's prior written consent and approval, install, operate and maintain a temporary transportable power generator and related transportable fuel storage tank at the Premises.

9. MAINTENANCE

- 9.1 Licensee, at its sole cost and expense, shall at all times maintain in good order, condition, cleanliness, and repair, reasonable wear and tear excepted, any improvements made by Licensee pursuant to this Agreement, and the Premises and

every part of the Premises, including all equipment within the Premises. If Licensee fails to promptly make repairs or maintain any improvements or landscaping, District shall have the right to do so and Licensee shall pay the reasonable cost and expenses thereof within thirty (30) days after written demand with supporting documentation. All maintenance work by Licensee on the Premises shall comply with such reasonable rules as District may promulgate in writing from time to time regarding construction and maintenance in or on the applicable Property and of which Licensee is provided written notice. Any maintenance or repairs by Licensee that involve large equipment swaps or heavy machinery will require at least seven (7) days advance notice to District. Unless objected to by the District, all maintenance work shall be conducted during the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday, and prohibited at anytime on Sunday or any public holiday pursuant to Section 10.34.120 of the City of Camarillo Municipal Code and shall not be unreasonably loud or disruptive. Licensee may access the site during these hours for routine maintenance or for emergency repairs. In the event any such routine maintenance is unreasonably loud or disruptive, the District may provide Licensee notice of the same by calling Licensee's at 866-624-687 and Licensee shall cease such unreasonably loud or disruptive maintenance promptly following receipt of notice of the same as set forth in this Section 9.1. When the Licensee must conduct maintenance work on an emergency basis, the Licensee shall notify the District as soon as reasonably practicable.

- 9.2 Licensee shall also promptly repair at its sole cost and expense any damage to the Property caused by Licensee or its employees, agents, contractors or sublicensees, and restore the Property to as good a condition as existed immediately before such damage occurred, reasonable wear and tear excepted. In the event Licensee fails to repair such damage within thirty (30) days after delivery of District's written notice, District may repair the damage and Licensee shall reimburse the District for such costs within thirty (30) days of delivery of District's written notice, which shall include an invoice and reasonable supporting documentation from the District.
- 9.3 Notwithstanding any other provision of this Agreement, if Licensee's Wireless Telecommunications Facility creates an imminent and substantial risk of harm to persons or property, District may (but is not obligated to) without advance notice, perform reasonable work to reduce or mitigate such risk of harm; provided, however, District shall notify Licensee by telephone as soon thereafter as reasonably practicable. In such event, Licensee shall pay the actual cost and expenses thereof within thirty (30) days after written demand.

10. INTERFERENCE

- 10.1 Licensee shall use the Premises in a manner which does not create a danger to, or interfere with, the Property or any use or occupancy of the Property by District, the public, or any other licensee or lessee whose use or occupancy of the Property predates that of Licensee. Licensee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Property,

or cause a cancellation of any insurance policy covering the Property or any part of the Property or any of its contents. Licensee shall not cause, maintain or permit any nuisance in, on or about the Property. Licensee shall not commit or allow to be committed any waste in or upon the Premises.

- 10.2 Licensee shall not install on the Premises equipment of the type and frequency which will cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of other Licensee s or users of the Property which existed on the Property prior to the Effective Date or to any equipment of District regardless of location. In the event Licensee desires to add additional equipment to the Premises, after obtaining District's written approval pursuant to Section 6, such additional equipment shall not cause harmful interference with equipment then-existing as of the date of installation of other Licensee s or users of the Property, or any equipment of District regardless of location.
- 10.3 Prior to commencing full operation of Licensee's Wireless Telecommunications Facility, as the Wireless Telecommunications Facility exist or may be permitted to exist pursuant to this Agreement, Licensee shall conduct radio interference testing and resolve any interference caused to equipment of other Licensee s or users of the Property, or to equipment of District regardless of location. Thereafter, Licensee shall resolve any radio interference caused by Licensee's Wireless Telecommunications Facility to equipment of any other Licensee s or users of Property existing as of the Effective Date, or to equipment of District regardless of location, and shall work in good faith to correct radio interference problems experienced by subsequent Licensee s or users of Property.
- 10.4 In the event any modification of Licensee's Wireless Telecommunications Facility occurring after the initial installation causes such interference, and after District has notified Licensee in writing of such interference, Licensee will promptly take all steps necessary to correct and eliminate the interference, including, without limitation, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will District be entitled to terminate this Agreement or relocate the equipment as long as Licensee is making a good faith effort to remedy the interference issue.
- 10.5 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 10 and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. ASSIGNMENT AND SUBLETTING

- 11.1 Licensee shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement or any interest herein, or any right or privilege to this Agreement, or sublet all or any portion of the Premises (in accordance with Section 11.5 below), or allow any other person (the

employees, agents, servants and contractors of Licensee excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the consent of District, which consent may be withheld in the District's sole and absolute discretion.

11.2 Notwithstanding the foregoing, District consent shall not be required if all of the following conditions are satisfied:

(a) Licensee delivers to District prior written notice of the applicable transaction together with written evidence that the transaction complies with the following clause (i) such that District's consent is not required.

(i) The proposed assignee is (i) a corporation or partnership (a "Parent") having, directly or indirectly, a majority (51% or greater) ownership interest in Licensee, (ii) a corporation or other entity with which Licensee and/or any Parent may merge or consolidate, (iii) a purchaser of substantially all of the outstanding ownership units or assets of Licensee and/or any Parent, and/or (iv) any transferee of Licensee's Federal Communications Commission cellular license in the market defined by the FCC in which the Property is located.

11.3 District's consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Neither the District's consent to any subletting or assignment, or any subletting or assignment not requiring consent, shall relieve Licensee from liability under this Agreement. Any assignment, sublicense or transfer shall be subject to all of the terms, covenants and conditions of this Agreement and the assignee, sublessee or transferee shall expressly assume for the benefit of District the obligations of Licensee under this Agreement by a document reasonably satisfactory to District.

11.4 Any assignment or subletting in violation of this Section 11 shall be void, and shall, at the option of District, constitute a default under this Agreement.

11.5 If District consents to Licensee subletting a portion of the Premises in accordance with this Section 11, Licensee may only sublet space in the Licensed Premises. In the event a third party wishes to collocate equipment on Licensee's Wireless Telecommunications Facility, such third party shall be required to enter into an Agreement directly with the District for said use. Any sublicense that is entered into shall be subject to and subordinate to the provisions of this Agreement.

12. [RESERVED]

13. ENVIRONMENTAL LIABILITY AND HAZARDOUS SUBSTANCES

13.1 Except as described in the last paragraph of this Section 13, Licensee shall not cause or permit any "Hazardous Substances" (as defined below) to be used, stored,

generated or disposed of, on or in the Property by Licensee, Licensee 's agents, employees, servants or contractors without first obtaining District's written consent and/or following any and all applicable permitting requirements.

- 13.2 If Hazardous Substances are used, stored, generated or disposed of on or in the Premises (including as described in the last paragraph of this Section 13), or if the Property becomes contaminated in any manner for which Licensee is legally liable, Licensee shall indemnify and hold harmless the District Indemnitees from any and all Claims Against District (including, without limitation, a decrease in value of the Property, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, reasonable attorneys', consultant, and expert fees) arising during or after the term of this Agreement and to the extent arising as a result of that contamination, except to the extent caused by District or District's agents, employees or contractors. This indemnification includes, without limitation, any and all reasonable costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Licensee causes or permits the presence of any Hazardous Substance on the Property which results in contamination, Licensee shall promptly, at Licensee's sole cost and expense, take any and all necessary actions to return the applicable Property to the condition existing prior to the presence of any such Hazardous Substance on the Property or as close as reasonably possible to such prior condition and in any event, to a condition which complies with Law and requires no further action or remediation. Licensee shall first obtain District's approval for any such remedial action, which District agrees not to unreasonably withhold, condition or delay. The provisions of this Section 13 shall be in addition to, and does not limit, the obligations set forth in Section 14 of this Agreement, or other obligations and liabilities Licensee may have to District at law or equity and shall survive the expiration or the termination of this Agreement.
- 13.3 For purposes of this Agreement, the term "Hazardous Substance" means any substance, chemical, pollutant or waste that is hazardous, toxic, dangerous, ignitable, reactive or corrosive and that is regulated by any local government, the State of California, or the United States Government. "Hazardous Substance" also includes, without limitation, any and all materials or substances that are defined by Law as "hazardous waste," "extremely hazardous waste" or a "hazardous substance." "Hazardous Substance" also includes, but is not limited to, asbestos, polychlorobiphenyls and oil, petroleum and their by-products.

14. INSURANCE AND INDEMNIFICATION

- 14.1 Insurance Coverages. Without limiting Licensee's indemnification of District, and prior to commencement of any services under this Agreement, Licensee shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

- (a) General liability insurance. Licensee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- (b) Automobile liability insurance. Licensee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Licensee arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (c) Professional liability (errors & omissions) insurance. Licensee shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Licensee agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- (d) Workers’ compensation insurance. Licensee shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).
- (e) Subcontractors. Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements to District for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.
- (f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B.”

14.2 General Insurance Requirements.

- (a) Proof of insurance. Licensee shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by District prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

- (b) Duration of coverage. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Licensee, its agents, representatives, employees or subconsultants.
- (c) Primary/noncontributing. Coverage provided by Licensee shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.
- (d) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Licensee will obtain such insurance within thirty (30) days' notice from District. If such insurance is not obtained within this thirty (30) day timeframe, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Licensee or District will withhold amounts sufficient to pay premium from Licensee payments. In the alternative, District may cancel this Agreement.
- (e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.
- (f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Licensee or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Licensee hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (g) Enforcement of contract provisions (non-estoppel). Licensee acknowledges and agrees that any actual or alleged failure on the part of the District to inform Licensee of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

- (h) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Licensee maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- (i) Notice of cancellation. Licensee agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- (j) Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- (k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.
- (l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- (m) Pass through clause. Licensee agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Licensee, provide the same minimum insurance coverage and endorsements required of Licensee. Licensee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Certificates of insurance for all subconsultants, subcontractors, and any other party involved with the project will be provided to District for review.
- (n) Agency's right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Licensee ninety (90) days advance written notice of such change. If such change results in substantial additional cost

to the Licensee, the District and Licensee may renegotiate Consultant's compensation.

- (o) Timely notice of claims. Licensee shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Licensee performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (p) Additional insurance. Licensee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

14.3 Licensee's Indemnification. To the full extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the District, its elected and appointed officials, officers, employees, volunteers and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Licensee, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Licensee is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of District's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Licensee and shall survive termination or expiration of this Agreement.

15. **RESERVATIONS**. District reserves (and may grant) such easements through the Property (including the Conduit Easement Areas and the Access Easement Areas) that District deems necessary or desirable, including, without limitation, the right to construct, improve, use, maintain and repair utilities, services, pipes and conduits, so long as such easements do not unreasonably interfere with the use of the Premises by Licensee (except that, in the case of an emergency, District will be entitled to interfere with Licensee's use to the extent necessary, in District's good faith discretion, to properly address the emergency).

16. **RIGHT OF ACCESS**

16.1 District and District's officers, employees, consultants, and agents shall, upon not less than forty-eight (48) hours prior written notice to Licensee, except in the event of emergency in which case no prior notice shall be required (but District shall notify Licensee of such access as soon as possible thereafter), have at all reasonable times the right to enter the Premises, in the presence of a Licensee representative, for the purpose of inspecting the same, posting notices of non-responsibility or any

other notices required by Law for the protection of District, doing any work that District is permitted or required to perform under this Agreement, and making any reasonable maintenance or repairs to the Premises that District determines may be required. Any inspection of the Premises shall be performed while in the presence of a Licensee representative provided Licensee makes a Licensee representative available for that purpose. Licensee shall provide District with keys allowing access to any locked portions of the Premises; provided, however, that District shall not be permitted to use such keys to access the Premises except after giving the notice required by this Section 16 or unless in the event of an emergency. In conducting its activities on the Premises as allowed in this Section 16, District shall use good faith efforts to attempt to minimize the inconvenience, annoyance or disturbance to Licensee, provided that the District shall not be liable therefor. Licensee shall not be entitled to an abatement or reduction of Monthly Rent if District exercises any rights reserved in this Section 16.

- 16.2 Licensee shall provide to District, and maintain current, an emergency telephone number at which a live person is available twenty-four (24) hours per day, seven (7) days per week who is capable of causing an immediate response by Licensee in the case of an emergency. The initial emergency contact telephone number is 866-624-6874, which may be changed by Licensee upon written notice to District.

17. TAXES AND ASSESSMENTS

- 17.1 Licensee shall pay or cause to be paid, before delinquency, any and all taxes, assessments or charges levied and assessed against its interest in the Premises, upon all of Licensee's Agreement hold improvements, equipment, furniture, fixtures, and any other personal property located in or on the Premises, or which may become a lien against the Licensee's interest in the Premises or its property. Licensee shall co-operate with the Ventura County Assessor in providing any information necessary for the Assessor to make a property tax determination.
- 17.2 If for any reason Licensee's Wireless Telecommunications Facility is assessed for tax purposes as part of the Property, Licensee shall reimburse District for any increase in District's taxes directly attributable to the value or cost of Licensee's Wireless Telecommunications Facility. Reimbursement shall be due thirty (30) days following Licensee's receipt of a written request and reasonable evidence of the increase.

18. LICENSEE'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensee:

- 18.1 The vacating or abandonment of the Premises by Licensee;
- 18.2 The failure by Licensee to make any payment of Monthly Rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of fifteen (15) business days after written notice thereof is given to Licensee by District;

- 18.3 The failure by Licensee to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Licensee, other than described in Section 18.2 above, where such failure shall continue for a period of thirty (30) days after District gives written notice of such failure to Licensee; provided, however, that if the nature of Licensee's default is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; or
- 18.4 The making by Licensee of any general assignment or general arrangement for the benefit of creditors; or unless prohibited by Bankruptcy Law or other paramount Law, the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt, or a petition or reorganization or arrangement under any Law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this Agreement, where possession is not restored to Licensee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this Agreement, where such seizure is not discharged within thirty (30) days; or
- 18.5 A violation of Section 11 above.

19. DEFAULT BY DISTRICT. District shall not be in default unless District fails to perform obligations required of District within thirty (30) days after Licensee gives District written notice specifying wherein District has failed to perform such obligation; provided, however, that if the nature of District's obligation is such that more than thirty (30) days are required for performance then District shall not be in default if District commences performance within such thirty (30) day period and thereafter prosecutes the same to completion in good faith.

21. REMEDIES ON DEFAULT

- 21.1 Upon a default, and after receipt of written notice of such default by the defaulting Party, and expiration of the defaulting Party's cure period as provided in this Agreement, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to obtaining required insurance policies. The reasonable costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an invoice from the non-defaulting Party that describes the costs and expenses with particularity. The defaulting Party shall pay to the non-defaulting Party upon demand, the full invoiced amount thereof with interest thereon from the date of payment at the statutory interest rate permitted by California Civil Code Section 3289(b). Notwithstanding the foregoing, nothing in this Agreement will be deemed to permit Licensee to withhold or offset rent or any other amounts owed to Licensor.

21.2 In the event of an uncured default by either Party with respect to a material provision of this Agreement which remains uncured beyond all applicable cure periods, the non-defaulting Party may, in addition to any other remedies which may be available hereunder and all rights described in California Civil Code Section 1951.4, terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, that the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting Party.

22. LIMITATION OF DISTRICT'S LIABILITY. In no event shall District be liable to Licensee or any of Licensee's officers, partners, affiliates, subsidiaries, customers, lessees, licensees, sublessees, sublicensees, assignees, agents, representatives, contractors, servants, or employees for any lost revenue, lost profits, anticipated profits, penalties of any kind or description, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, or monetary damages of any kind, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

23. RECONSTRUCTION AND/OR RELOCATION.

23.1 In the event Licensee's improvements on the Premises, or the Premises, are damaged by fire or other perils covered by extended coverage insurance, Licensee agrees to repair the damage, and this Agreement shall remain in full force and effect. In the event the improvements are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, either Party shall have the option to give notice to the other Party at any time within sixty (60) days after such damage, terminating this Agreement as of the date specified in such notice (which date shall be no more than thirty (30) days after the giving of such notice). In the event of giving such notice, this Agreement shall expire and all interest of Licensee in the Premises shall terminate on the date so specified in such notice and the rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Licensee in the Premises, shall be paid up to date of such termination.

23.2 It is understood and agreed that during the Term of the Agreement, District may need to redevelop the Property. In the event District redevelops the Property, Licensee agrees that District may require Licensee to relocate the Premises to other locations on the Property, such location being at District's sole and absolute discretion (the "Replacement Premises"); provided, however, the Replacement Premises shall be similar to the current Premises in size., The new location being compatible for Licensee's Wireless Telecommunications Facility with said compatibility determined solely by Licensee. If Licensee determines that such Replacement Premises location is not compatible for Licensee's Wireless Telecommunications Facility, Licensee may terminate this agreement without further liability to District. Licensee also agrees that it shall cause such relocation to be accomplished within eighteen (18) months after District delivers to Licensee

written notice from District requesting Licensee to relocate, including obtaining all Governmental Approvals required for the relocation. Licensee further agrees that any and all costs attributable to such relocation shall be borne and paid for by Licensee; provided, however, in lieu of relocating, Licensee shall have the option of terminating this Agreement by providing District with written notice of its election to do so and removing all component parts of the Licensee's Wireless Telecommunications Facility from the Premises prior to the date District required Licensee to complete the relocation of the Property. Licensee shall be permitted to operate a temporary facility at the Property (e.g. cell on wheels) in a location reasonably approved by District during any such relocation; provided that Licensee has obtained all required Governmental Approvals. Licensee hereby WAIVES ALL RELOCATION RIGHTS AND BENEFITS UNDER CALIFORNIA LAW IN CONNECTION WITH ANY SUCH RELOCATION OR AGREEMENT TERMINATION.

24. EMINENT DOMAIN. If all or any part of the Premises shall be taken or appropriated by any authority under the power of eminent domain, either Party shall have the right, at its option, within sixty (60) days after such taking, to terminate this Agreement upon thirty (30) days' notice. If neither Party elects to terminate as herein provided, the rent thereafter to be paid shall be equitably reduced. In the event of any taking or appropriation whatsoever, District shall be entitled to any and all awards and/or settlements that may be given (other than awards for the taking of Licensee's personal property and/or trade fixtures), and Licensee shall have no claim against District for the value of any unexpired term of this Agreement.

25. NOTICE. Except as otherwise required by Law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the Parties at the addresses stated below, or at such other address as either Party may hereafter notify the other in writing as aforementioned:

Licensee: DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

District: Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010

With a copy to the District Attorney:

Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, California 92612

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day following the day of actual delivery. No communications via facsimile or electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications under this Agreement unless agreed to in writing by the District.

26. SUCCESSORS. Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the Parties, but each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the Parties; provided, however, that any subletting or assignment by Licensee of the whole or any part of the Premises or any interest therein shall be subject to the provisions of Section 11 above.

27. HOLDING OVER. If Licensee, with District's written consent, remains in possession of the Premises after expiration or termination of the Agreement Term, such possession by Licensee shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days' written notice given at any time by either Party, at a monthly rental equal to one hundred fifty percent (150%) of the Monthly Rent in effect immediately prior to expiration or termination. All provisions of this Agreement except those pertaining to rent and term shall apply to the month-to-month tenancy.

28. SURRENDER. District agrees and acknowledges that all of the Wireless Telecommunication Facility, including, without limitation, antenna structures, equipment, conduits, fixtures and personal property of Licensee installed or placed by Licensee in the Premises shall remain the property of Licensee ("Licensee's Property"), and Licensee shall have the right to remove Licensee's Property at any time during the term of this Agreement, whether or not such items are considered fixtures and attachments to real property under applicable laws, provided that Licensee promptly repairs any damage caused by or related to such removal. At the expiration or within ninety (90) days after the earlier termination of the term of this Agreement ("Removal Period"), Licensee shall surrender the Premises to District in the same condition as received unless otherwise agreed to by the District, reasonable wear and tear excepted (and if applicable, with the Licensee's Property removed and all damage caused thereby, or related thereto, repaired, and any foundation removed down to two feet (2') below grade level). If such Removal Period causes Licensee to remain on the Premises after expiration or earlier termination of this Agreement, the provisions of Section 26 above shall apply until such time as the removal of the Wireless Telecommunications Facility is completed. If improvements or equipment remain after the Removal Period ends, District may remove and dispose of such improvements, equipment, or both, without liability to Licensee, and repair the Premises. Licensee shall reimburse District for such removal, disposal, and repair within thirty (30) days after written demand from District, including reasonable supporting documentation. The obligations set forth in this Section 27 shall survive the expiration or earlier termination of this Agreement.

29. GENERAL PROVISIONS

- 29.1 Exhibits. All Exhibits referenced in this Agreement are incorporated as though set forth in full in this Agreement.
- 29.2 Waiver. The waiver by District or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement . The subsequent acceptance of Monthly Rent under this Agreement by District shall not be deemed to be a waiver of any preceding default by Licensee of any term, covenant or condition of this Agreement , other than the failure of Licensee to pay the particular rental so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such rent.
- 29.3 Modification. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Parties or their respective successors in interest.
- 29.4 Joint Obligation. If more than one person or entity comprises Licensee, the obligations hereunder imposed shall be joint and several as to each such person or entity.
- 29.5 Construction; Captions. The Parties agree that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each Party to this Agreement waives the effect of such statute. The captions and section titles to the sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement . Any term referencing time, days, or period for performance shall be deemed calendar days and not work days.
- 29.6 Time. Time is of the essence with respect to the performance of this Agreement and each and all of its provisions in which time is a factor.
- 29.7 Signs. Except for signs required to be placed on the Premises under applicable Laws, Licensee shall not, without District's prior written approval, install or affix any lighting fixtures, shades, awnings, or decorations (including, without limitation, exterior painting), advertising signs, other signs, lettering, placards or the like, on the improvements made by Licensee, the Premises, or the Property. Notwithstanding the above, Licensee may install any signage at the Premises if required by the FCC or any other governmental instrumentality with jurisdiction regarding such signage in connection with wireless telecommunications facilities. To the extent said signage is visible to the public, Licensee shall present the signage

and applicable law to the District for its consideration and approval pursuant to FCC signage regulations.

- 29.8 Prior Agreements; Effective Agreement. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered by in this Agreement. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter covered by this Agreement , are merged into and superseded by this Agreement . This Agreement shall not be effective or binding on any Party until approved by the District Council of the District and fully executed by both Parties.
- 29.9 Inability to Perform; Force Majeure. The time stated in this Agreement for the performance of any act (other than the payment of money) by either Party shall be extended for the period of time that the Party shall be delayed or prevented from performing by reason of strikes, acts of nature, or any causes beyond the reasonable control of the Party (“**Force Majeure**”) claiming the extension (excluding inability to make payments), provided that the Party claiming the extension has notified the other of such delay or prevention within fifteen (15) days of the inception thereof, and has thereafter notified the other Party of the status of such delay or prevention not less often than once every fifteen (15) days.
- 29.10 Partial Invalidity. Any provision of this Agreement which shall be held by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect; provided, however, in the event a court of competent jurisdiction in a final judicial action determines that any provision providing for the payment of or the amount of Monthly Rent is invalid, void, or illegal, the District in its sole and absolute judgment may, within one-hundred and twenty (120) days of such decision, unilaterally terminate this Agreement by written notice to Licensee.
- 29.11 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- 29.12 Compliance with Laws. Each Party agrees to comply with all Laws in the exercise of its rights and performance of its obligations under this Agreement . “Laws” or “Law” as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, directives, judgments, decrees, permits, approvals or other applicable requirements of District or other governmental entity or agency having joint or several jurisdiction over the Parties, the Premises, the operations of Licensee on the Premises or having jurisdiction that is applicable to any aspect of this Agreement (including, without limitation, Federal Communications Commission (FCC) Radio Frequency (RF) sign posting requirements, and Federal Communications Commission regulations relating to RF emissions) that are in force on the Effective Date and as they may be enacted, issued or amended during

the Agreement Term. District shall be entitled to conduct its own testing and/or not more than once per year, upon forty-five (45) days prior written notice to Licensee, require Licensee to demonstrate compliance with the *FCC's OET Bulletin 65, as revised*, as it relates to Maximum Permissible Exposure (MPE) limits.

- 29.13 Governing Law and Venue. This Agreement shall be interpreted and enforced according to, and the Parties rights and obligations, including any non-contractual claims, shall be governed by the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the federal court with jurisdiction over Ventura County and the state courts located in Ventura County, California.
- 29.14 Estoppel. Each Party agrees to furnish to the other such truthful estoppel information in a form mutually agreeable to the Parties, as the other may reasonably request within forty-five (45) calendar days of the Party's receipt of such request.
- 29.15 Attorneys' Fees. If legal action is brought by either Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and court costs.
- 29.16 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination or expiration, insurance, indemnification, hazardous substances, limits of District's liability, attorneys' fees and waiver shall survive expiration or earlier termination of this Agreement.
- 29.17 Authority of Licensee. The person executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee, in accordance with the formation and organizational documents of Licensee, and that this Agreement is binding upon Licensee.
- 29.18 District's Approvals. Neither District's execution of this Agreement nor any consent or approval given by District hereunder in its capacity as District shall waive, abridge, impair or otherwise affect District's powers and duties as a governmental body. Any requirements under this Agreement that Licensee obtain consents or approvals of District are in addition to and not in lieu of any requirements of law that Licensee obtain governmental approvals or permits.
- 29.18.1 The District Manager shall have the authority, but not the obligation, to give all consents and approvals on behalf of District.
- 29.19 No Third Party Beneficiaries. The Parties shall not be obligated or liable under this Agreement to any Party other than each other. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 29.20 Memorandum of Agreement. Concurrently with its execution and delivery of this Agreement, Licensee shall also execute and deliver to District a memorandum of

Agreement in the form attached hereto as Exhibit G (duly acknowledged by a notary) which District may then execute and record. Licensee shall, within thirty (30) days following expiration or termination of this Agreement , execute and deliver to District a quitclaim deed and termination of the memorandum of Agreement with respect to the Premises, in recordable form, designating District as transferee.

- 29.21 The absence of District's indemnity to Licensee under this Agreement shall not be construed to limit or waive any statutory or legal rights in equity or at law that Licensee may have against District for (i) the negligent, willful or intentional acts or omissions of District or its elected and appointed officials, officers, employees, volunteers and agents in connection with this Agreement; (ii) District's breach of this Agreement; or (iii) a breach of any representation, warranty or covenant of District contained or incorporated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

DISTRICT:

PLEASANT VALLEY RECREATION &
PARK DISTRICT,

Mary Otten, GENERAL MANAGER

ATTEST:

Justin Kiraly, Administrative Services Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Tiffany Israel, District Counsel

LICENSEE:

DISH Wireless L.L.C.
a Colorado limited liability company

By: _____
Name: Dave Mayo
Title: Executive Vice President,
Network Development

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any

Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

DISTRICT CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ TITLE OR TYPE OF DOCUMENT
_____ TITLE(S)	_____ NUMBER OF PAGES
_____ _____	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

 SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

DISTRICT CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

Legal Description of Property

Those portions of Lots 61, 64 and 66 of Rancho Callegues, in the City of Camarillo, County of Ventura, State of California, as shown on map recorded in Book 17, Page 16 of Maps, in the office of the County Recorder of said County, described as a whole as follows:

Beginning at a point in the northeasterly prolongation of the center line of Mission Oaks Boulevard as said Boulevard is shown on the map of Tract No. 2189, in said City, County and State, filed in Book 61, Pages 37 to 43 inclusive of Miscellaneous Records, in the office of the County Recorder of said County, being distant along said prolongation N. 66° 16' 24" E. 504.39 feet from the northeasterly terminus of that certain course in said center line as shown on said map of Tract No. 2189 as having a bearing and distance of "N. 66° 16' 24" E. 1363.97 feet"; thence continuing along said prolongation,

1st: N. 66°16' 24" E. 385.10 feet to the beginning of a tangent curve concave northerly having a radius of 1000 feet; thence northeasterly along said curve through a central angle of

2nd: 20°24'32" an arc distance of 356.20 feet; thence

3rd: N. 44°08'08" W. 485.59 feet; thence

4th: N. 13°29'02" W. 217.43 feet; thence;

5th: S. 76°30'58" W. 461.83 feet; thence

6th: S. 4°43'27" W. 178.51 feet; thence

7th: S. 18°11'40" E. 660.09 feet to the point of beginning.

EXCEPT THEREFROM that portion thereof being a strip of land 47 feet wide, to be known as Mission Oaks Boulevard, the southeasterly line of which is described as follows:


Beginning at a point in the northeasterly prolongation of the center line of Mission Oaks Boulevard as said Boulevard is shown on the map of Tract No. 2189, in said City, County and State, filed in Book 61, Pages 37 to 43 inclusive of Miscellaneous Records, in the office of ; the County Recorder of said County, being distant along said prolongation N. 66°16'24" E. 504.39 feet from the northeasterly terminus of that certain course in said center line as shown on said map of Tract No. 2189 as having a bearing and distance of "N. 66°16'24" E. 1363.97 feet"; thence continuing along said prolongation,

1st: N. 66°16'24" E. 385.10 feet to the beginning of a tangent curve concave northerly having a radius of 1000 feet; thence northeasterly along said curve through a central angle of


2nd: 20°24'32" an arc distance of 356.20 feet.

EXHIBIT B


Licensed Premises and Site Plans



18151 MAIN HIGHWAY
SUITE 200
IRVINE, CALIFORNIA 92614



66 POST SUITE 4000
IRVINE, CA 92618
TEL: (949) 533-8666
www.Wireless@eukon.com



STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF LABOR-EMPLOYMENT RELATIONS
OFFICE OF THE ASSISTANT ATTORNEY GENERAL
OFFICE OF THE CHIEF INDUSTRIAL ENGINEER

CONSTRUCTION DRAWINGS

DATE	DESCRIPTION
11/11/11	ISSUE FOR CONSTRUCTION
11/11/11	ISSUE FOR CONSTRUCTION

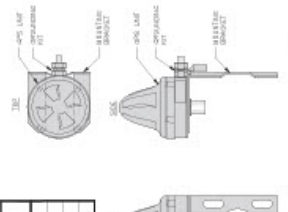
MISSION OAKS PARK
LALAX02057A
3611 MISSION OAKS BLVD.
CHAMBLEE, GA 30122

EQUIPMENT DETAILS

SHEET NUMBER
A-7

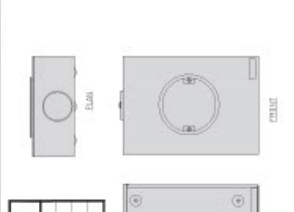
ROSEMBERGER
GPS/GONNASS-36-H-S

DIMENSIONS (DIA. x H)	180mm x 180mm
WEIGHT (WITH ACCESSORIES)	315.5kg
CATALOG NO.	1127860
MANUFACTURER PART NO.	3248 000 - 0100000



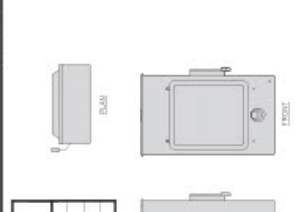
EATON METER SOCKET
UNRES213REUSE

METER SOCKET TYPE	REUSE
ENCLOSURE DIA. (MM)	187.5*24*4*
MAX. METER WEIGHT	300g
RESET	14.125"

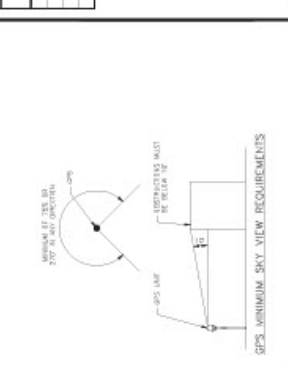


SQUARE D SAFETY SWITCH
D924NR

ENCLOSURE DIA. (MM)	187.5*172*43*
TOTAL WEIGHT (MOUNT)	45.33 LBS
MAX. WEIGHT (MOUNT)	240/200/140/100
ENCLOSURE WEIGHT	50.000 LBS (22.7kg)



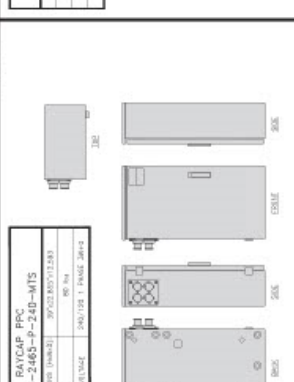
GPS SKYVIEW SKY VIEW REQUIREMENTS



MINIMUM 45 DEG. TO 270 DEG. AZIMUTH
GPS SKYVIEW SKY VIEW REQUIREMENTS
OBSTRUCTIONS MUST BE HELD UP

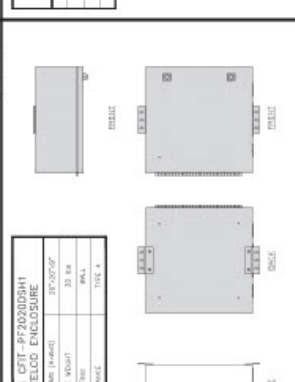
RAYCAP RFC
RDAC-2465-P-240-MTS

INDUCTIVE IMPEDANCE (OHMS)	30000 800/13.883
WEIGHT	800 lbs
INDUCTIVE AC VOLTAGE	240/225 V 1 PHASE 240-2



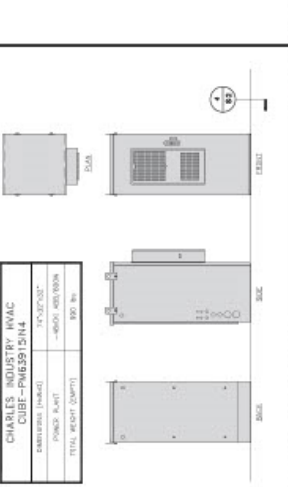
CHARLES DTT-PF2020D5H1
FIBER TELCO ENCLOSURE

ENCLOSURE DIA. (MM)	187.5*207*
ENCLOSURE WEIGHT	33.84
HEIGHT	187.5
CLEARANCE	TYPE 4



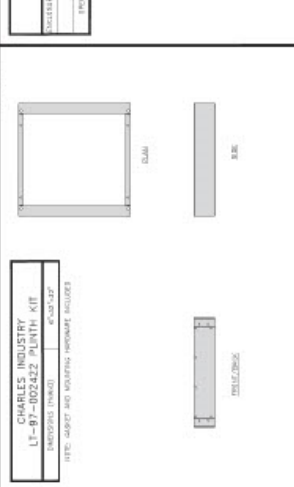
CHARLES INDUSTRY HVAC
CUBE-PN639151H4

ENCLOSURE (MM)	175*375*275*
POWER RATED	~4000 Btu/hr (1170W)
TOTAL WEIGHT (MOUNT)	800 lbs



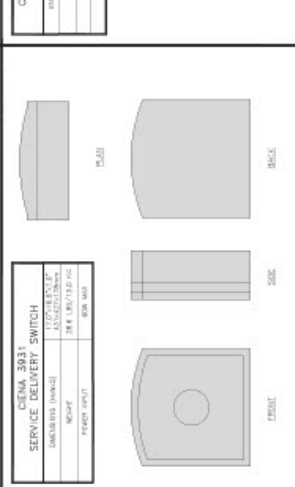
CHARLES INDUSTRY
LI-97-002427 PLINTH KIT

11700 WEIGHT AND INDUSTRIAL MOUNTING INSTRUCTIONS

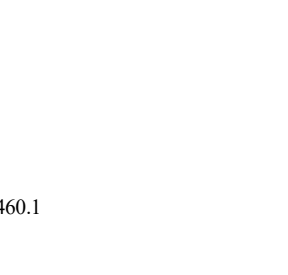


CIENA 3931
SERVICE DELIVERY SWITCH

ENCLOSURE (MM)	112.5*112.5*112.5*
WEIGHT	28.8 LBS (13.1kg)
HEIGHT (MM)	112.5
POWER INPUT	80W MAX



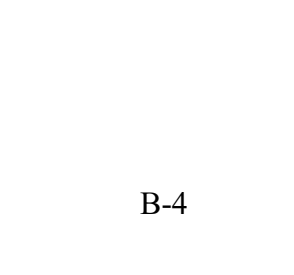
TELCO FIBER ENCLOSURE




PROTECTIVE CABINET

CHARLES DTT-PF2020D5H1
FIBER TELCO ENCLOSURE


ENCLOSURE DIA. (MM)	187.5*207*
ENCLOSURE WEIGHT	33.84
HEIGHT	187.5
CLEARANCE	TYPE 4




GPS ANTENNA




METER




SAFETY SWITCH





16510 SANTA MONIQUE
SUITE 200
RIVINE, CALIFORNIA 92518



65 POST SUITE 6000
RIVINE, CA 92518
TEL: (949) 263-8666
www.eukon.com

PRELIMINARY

DATE: 06/11/13
DRAWN BY: [redacted]
CHECKED BY: [redacted]
DATE: 06/11/13

NO. OF SHEETS: 0
SHEET NO.: 1

CONSTRUCTION DRAWINGS

REVISIONS

REV	DATE	DESCRIPTION
1	06/11/13	ISSUE FOR CONSTRUCTION
2	06/11/13	ISSUE FOR CONSTRUCTION

MISSION OAKS PARK
LALAX02057A
3611 MISSION OAKS BLVD
CARMEL, CA 95012

ELECTRICAL SINGLE LINE DIAGRAM AND PANEL SCHEDULE

SHEET TITLE
E-2

SHEET NUMBER

NOTES

1. THE END USER OR CONTRACTOR SHALL VERIFY ALL REQUIRED SPACE, CABLE CHANNEL, AND THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE. THE END USER OR CONTRACTOR SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE. THE END USER OR CONTRACTOR SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE.

2. THE LOCAL AUTHORITY SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE. THE END USER OR CONTRACTOR SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE.

3. THE LOCAL AUTHORITY SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE. THE END USER OR CONTRACTOR SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE.

4. THE LOCAL AUTHORITY SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE. THE END USER OR CONTRACTOR SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE.

5. THE LOCAL AUTHORITY SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE. THE END USER OR CONTRACTOR SHALL VERIFY THE LOCATION OF THE PANEL TO BE INSTALLED TO PREVENT THE EQUIPMENT AND THE CABLES FROM BEING OBSTRUCTED BY ANY OTHER EQUIPMENT OR STRUCTURE.

CONSTRUCTION DATA

VOLTS: 120/240 MAN 200A/2P
PHASE: 1 BUS 200A
WIRE: 3 A.I.C. 65K SERIES W/MAN

LOCATION	A	B	LOCATION
PHASE 1	1	2	RECTIFIER #1
PHASE 2	3	4	RECTIFIER #2
PHASE 3	5	6	RECTIFIER #3
PHASE 4	7	8	RECTIFIER #4
PHASE 5	9	10	RECTIFIER #5
PHASE 6	11	12	RECTIFIER #6
PHASE 7	13	14	RECTIFIER #7
PHASE 8	15	16	RECTIFIER #8
PHASE 9	17	18	RECTIFIER #9
PHASE 10	19	20	RECTIFIER #10
PHASE 11	21	22	RECTIFIER #11
PHASE 12	23	24	RECTIFIER #12
PHASE 13	25	26	RECTIFIER #13
PHASE 14	27	28	RECTIFIER #14
PHASE 15	29	30	RECTIFIER #15
PHASE 16	31	32	RECTIFIER #16
PHASE 17	33	34	RECTIFIER #17
PHASE 18	35	36	RECTIFIER #18
PHASE 19	37	38	RECTIFIER #19
PHASE 20	39	40	RECTIFIER #20
PHASE 21	41	42	RECTIFIER #21
PHASE 22	43	44	RECTIFIER #22
PHASE 23	45	46	RECTIFIER #23
PHASE 24	47	48	RECTIFIER #24
PHASE 25	49	50	RECTIFIER #25
PHASE 26	51	52	RECTIFIER #26
PHASE 27	53	54	RECTIFIER #27
PHASE 28	55	56	RECTIFIER #28
PHASE 29	57	58	RECTIFIER #29
PHASE 30	59	60	RECTIFIER #30
PHASE 31	61	62	RECTIFIER #31
PHASE 32	63	64	RECTIFIER #32
PHASE 33	65	66	RECTIFIER #33
PHASE 34	67	68	RECTIFIER #34
PHASE 35	69	70	RECTIFIER #35
PHASE 36	71	72	RECTIFIER #36
PHASE 37	73	74	RECTIFIER #37
PHASE 38	75	76	RECTIFIER #38
PHASE 39	77	78	RECTIFIER #39
PHASE 40	79	80	RECTIFIER #40
PHASE 41	81	82	RECTIFIER #41
PHASE 42	83	84	RECTIFIER #42
PHASE 43	85	86	RECTIFIER #43
PHASE 44	87	88	RECTIFIER #44
PHASE 45	89	90	RECTIFIER #45
PHASE 46	91	92	RECTIFIER #46
PHASE 47	93	94	RECTIFIER #47
PHASE 48	95	96	RECTIFIER #48
PHASE 49	97	98	RECTIFIER #49
PHASE 50	99	100	RECTIFIER #50
PHASE 51	101	102	RECTIFIER #51
PHASE 52	103	104	RECTIFIER #52
PHASE 53	105	106	RECTIFIER #53
PHASE 54	107	108	RECTIFIER #54
PHASE 55	109	110	RECTIFIER #55
PHASE 56	111	112	RECTIFIER #56
PHASE 57	113	114	RECTIFIER #57
PHASE 58	115	116	RECTIFIER #58
PHASE 59	117	118	RECTIFIER #59
PHASE 60	119	120	RECTIFIER #60
PHASE 61	121	122	RECTIFIER #61
PHASE 62	123	124	RECTIFIER #62
PHASE 63	125	126	RECTIFIER #63
PHASE 64	127	128	RECTIFIER #64
PHASE 65	129	130	RECTIFIER #65
PHASE 66	131	132	RECTIFIER #66
PHASE 67	133	134	RECTIFIER #67
PHASE 68	135	136	RECTIFIER #68
PHASE 69	137	138	RECTIFIER #69
PHASE 70	139	140	RECTIFIER #70
PHASE 71	141	142	RECTIFIER #71
PHASE 72	143	144	RECTIFIER #72
PHASE 73	145	146	RECTIFIER #73
PHASE 74	147	148	RECTIFIER #74
PHASE 75	149	150	RECTIFIER #75
PHASE 76	151	152	RECTIFIER #76
PHASE 77	153	154	RECTIFIER #77
PHASE 78	155	156	RECTIFIER #78
PHASE 79	157	158	RECTIFIER #79
PHASE 80	159	160	RECTIFIER #80
PHASE 81	161	162	RECTIFIER #81
PHASE 82	163	164	RECTIFIER #82
PHASE 83	165	166	RECTIFIER #83
PHASE 84	167	168	RECTIFIER #84
PHASE 85	169	170	RECTIFIER #85
PHASE 86	171	172	RECTIFIER #86
PHASE 87	173	174	RECTIFIER #87
PHASE 88	175	176	RECTIFIER #88
PHASE 89	177	178	RECTIFIER #89
PHASE 90	179	180	RECTIFIER #90
PHASE 91	181	182	RECTIFIER #91
PHASE 92	183	184	RECTIFIER #92
PHASE 93	185	186	RECTIFIER #93
PHASE 94	187	188	RECTIFIER #94
PHASE 95	189	190	RECTIFIER #95
PHASE 96	191	192	RECTIFIER #96
PHASE 97	193	194	RECTIFIER #97
PHASE 98	195	196	RECTIFIER #98
PHASE 99	197	198	RECTIFIER #99
PHASE 100	199	200	RECTIFIER #100
PHASE 101	201	202	RECTIFIER #101
PHASE 102	203	204	RECTIFIER #102
PHASE 103	205	206	RECTIFIER #103
PHASE 104	207	208	RECTIFIER #104
PHASE 105	209	210	RECTIFIER #105
PHASE 106	211	212	RECTIFIER #106
PHASE 107	213	214	RECTIFIER #107
PHASE 108	215	216	RECTIFIER #108
PHASE 109	217	218	RECTIFIER #109
PHASE 110	219	220	RECTIFIER #110
PHASE 111	221	222	RECTIFIER #111
PHASE 112	223	224	RECTIFIER #112
PHASE 113	225	226	RECTIFIER #113
PHASE 114	227	228	RECTIFIER #114
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PHASE 116	231	232	RECTIFIER #116
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PHASE 118	235	236	RECTIFIER #118
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PHASE 124	247	248	RECTIFIER #124
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PHASE 126	251	252	RECTIFIER #126
PHASE 127	253	254	RECTIFIER #127
PHASE 128	255	256	RECTIFIER #128
PHASE 129	257	258	RECTIFIER #129
PHASE 130	259	260	RECTIFIER #130
PHASE 131	261	262	RECTIFIER #131
PHASE 132	263	264	RECTIFIER #132
PHASE 133	265	266	RECTIFIER #133
PHASE 134	267	268	RECTIFIER #134
PHASE 135	269	270	RECTIFIER #135
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PHASE 138	275	276	RECTIFIER #138
PHASE 139	277	278	RECTIFIER #139
PHASE 140	279	280	RECTIFIER #140
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PHASE 142	283	284	RECTIFIER #142
PHASE 143	285	286	RECTIFIER #143
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PHASE 232	463	464	RECTIFIER #232
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PHASE 251	501	502	RECTIFIER #251
PHASE 252	503	504	RECTIFIER #252
PHASE 253	505	506	RECTIFIER #253
PHASE 254	507	508	RECTIFIER #254
PHASE 255	509	510	RECTIFIER #255
PHASE 256	511	512	RECTIFIER #256
PHASE 257	513	514	RECTIFIER #257
PHASE 258	515	516	RECTIFIER #258
PHASE 259	517	518	RECTIFIER #259
PHASE 260	519	520	RECTIFIER #260
PHASE 261	521	522	RECTIFIER #261
PHASE 262	523	524	RECTIFIER #262
PHASE 263	525		

1682 JAMNUN DRIVE
RIVER CREST
SUNNYVALE, CA 94088

65 POET SUITE 300
RIVER CREST
SUNNYVALE, CA 94088
TEL: (949) 953-8656
www.eukon.com

PRELIMINARY

DATE: 11/11/11
DESIGNED BY: [REDACTED]
CHECKED BY: [REDACTED]
APP'D: [REDACTED]

CONSTRUCTION DRAWINGS

REV	DATE	DESCRIPTION
1	11/11/11	ISSUE FOR CONSTRUCTION
2	11/11/11	ISSUE FOR CONSTRUCTION

NOTE:
1. ALL ANTENNA CABLES MUST BE CONNECTED TO THE ANTENNA TRAY BY THE CONTRACTOR.
2. ALL ANTENNA CABLES MUST BE CONNECTED TO THE ANTENNA TRAY BY THE CONTRACTOR.
3. ALL ANTENNA CABLES MUST BE CONNECTED TO THE ANTENNA TRAY BY THE CONTRACTOR.

CONN. OF GRND WIRE TO GRND BAR, TOWER | 3

1. LOCATE THE GRND WIRE TO THE ANTENNA TRAY AND CONNECT IT TO THE GRND BAR.
2. THE GRND WIRE MUST BE CONNECTED TO THE GRND BAR BY THE CONTRACTOR.
3. THE GRND WIRE MUST BE CONNECTED TO THE GRND BAR BY THE CONTRACTOR.

GROUND BAR DETAIL | 6

1. THE GRND BAR MUST BE CONNECTED TO THE ANTENNA TRAY BY THE CONTRACTOR.
2. THE GRND BAR MUST BE CONNECTED TO THE ANTENNA TRAY BY THE CONTRACTOR.

GPS ANTENNA GROUNDING | 5

1. THE GPS ANTENNA MUST BE CONNECTED TO THE GRND BAR BY THE CONTRACTOR.
2. THE GPS ANTENNA MUST BE CONNECTED TO THE GRND BAR BY THE CONTRACTOR.

CONN. OF CABLE GND KIT TO ANT. | 12

1. THE CABLE GND KIT MUST BE CONNECTED TO THE ANTENNA TRAY BY THE CONTRACTOR.
2. THE CABLE GND KIT MUST BE CONNECTED TO THE ANTENNA TRAY BY THE CONTRACTOR.

INSTALLATION OF GRND WIRE TO GRND BAR | 9

1. THE GRND WIRE MUST BE CONNECTED TO THE GRND BAR BY THE CONTRACTOR.
2. THE GRND WIRE MUST BE CONNECTED TO THE GRND BAR BY THE CONTRACTOR.

MECHANICAL CONNECTION | 8

1. THE MECHANICAL CONNECTION MUST BE MADE BY THE CONTRACTOR.
2. THE MECHANICAL CONNECTION MUST BE MADE BY THE CONTRACTOR.

EXOTHERMIC WELD CONNECTION | 7

1. THE EXOTHERMIC WELD CONNECTION MUST BE MADE BY THE CONTRACTOR.
2. THE EXOTHERMIC WELD CONNECTION MUST BE MADE BY THE CONTRACTOR.

NOT USED | 10

GROUNDING NOTES | 4

1. THE GRNDING NOTES MUST BE READ BY THE CONTRACTOR.
2. THE GRNDING NOTES MUST BE READ BY THE CONTRACTOR.

GROUND DETAILS

MISSION OAKS PARK
LALAX02057A
851 MESA OAKS BLVD
CARMELLO, CA 94012

SHEET TITLE

G-3



Eukon
 650 POST SUITE 4000
 IRVINE, CA 92618
 TEL: (949) 533-8666
 www.WirelessEukon.com



IT IS THE POLICY OF EUKON TO EMPLOY ONLY PROFESSIONAL ENGINEERS AND ARCHITECTS WHO ARE LICENSED IN THE STATE OF CALIFORNIA.
 ALL WORK IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LICENSED PROFESSIONAL ENGINEER.

DATE	BY	DESCRIPTION
11/11/11	AK	ISSUE FOR CONSTRUCTION
11/11/11	AK	ISSUE FOR CONSTRUCTION

CONSTRUCTION DRAWINGS

MISSION OAKS PARK
 LALAX02057A
 3611 MISSION OAKS BLVD.
 DANFELLO, CA 94012

RF PLUMBING
 DIAGRAM NETWORK
 SHEET NUMBER
RF-2

PLUMBING DIAGRAM

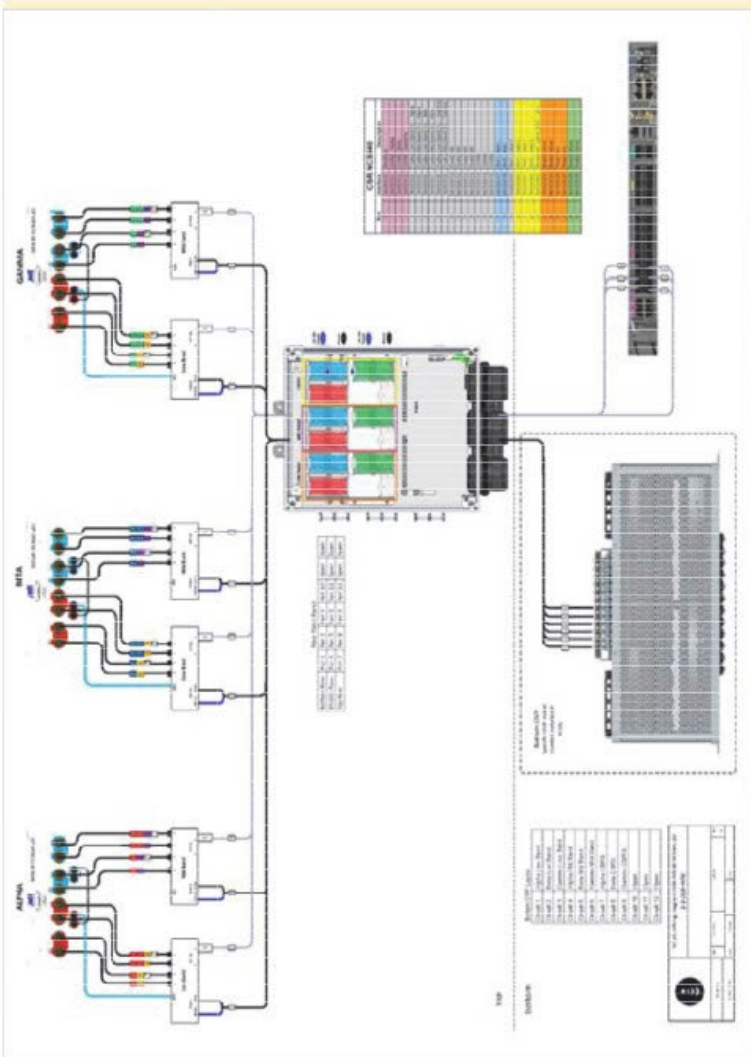


EXHIBIT C

Conduit Easement Area

EXHIBIT D

Access Easement Area

EXHIBIT E

Equipment Specifications

EXHIBIT F

Construction Staging Area

EXHIBIT G

Memorandum of Agreement

RECORDING REQUESTED
BY; AND WHEN
RECORDED RETURN TO

District of _____
_____[insert address]_____
Attention: _____

[Space Above For Recorder’s Use Only]

The undersigned declares that this Memorandum of Agreement is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this “**Memorandum**”) is dated as of _____, 2023, and is executed by the PLEASANT VALLEY RECREATION and PARK DISTRICT a California Special District (“**District**”), and DISH Wireless L.L.C., a Colorado limited liability company (“**Licensee**”).

RECITALS

A. Licensee and District have entered into that certain Agreement for Installation and Use of Telecommunications Antennas and Supporting Equipment at 5501 Mission Oaks Road, Camarillo, CA 93010 (the “**Agreement**”), pursuant to which District has agreed to Agreement and demise to Licensee, and Licensee has agreed to Agreement and accept from District, portions (the “**License Premises**”) of the real property located in the District of _____, County of Ventura, State of California, which real property is described in Exhibit “1” attached hereto and made a part hereof, designated by the Ventura County Assessor’s Office as Assessor’s Parcel Number: 171-0-250-045. The Licensed Premises is more particularly described in the Agreement.

B. Licensee and District now desire to enter into this Memorandum to provide record notice of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and District agree as follows:

1. Agreement. District hereby agrees and licenses the Premises to Licensee, and Licensee hereby agrees and accepts the license of the Premises from District, for an initial term of five (5) years (with four (4) five (5)year extension options in favor of Licensee) at the License Fee and upon the other terms and conditions set forth in the Agreement, which terms and conditions are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Agreement. In the event any provision of this Memorandum is inconsistent with any term or condition of the Agreement, the term or condition of the Agreement shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement as of the date first written above.

DISTRICT:

PLEASANT VALLEY RECREATION &
PARK DISTRICT,

Mary Otten, GENERAL MANAGER

ATTEST:

Justin Kiraly, Administrative Services Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Tiffany Israel, District Counsel

LICENSEE:

DISH Wireless L.L.C.
a Colorado limited liability company

By: _____

Name: Dave Mayo

Title: Executive Vice President,
Network Development

By: _____

Name:

Title:

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Kathryn Drewry, Human Resources Specialist

DATE: March 1, 2023

SUBJECT: CONSIDERATION AND APPROVAL OF UPDATED TRAVEL POLICY

BACKGROUND

In 2016 the District adopted a Travel Policy as part of the Employee Manual. It is the staff's desire to bring these policies to the committees and Board periodically to ensure their relevance. The purpose of the Travel Policy is to provide clear policies and procedures that are compliant with District, state, and federal regulations, promote safe travel, and allow for reasonable and manageable travel expenses while maintaining the necessary controls and accountability.

ANALYSIS

This policy will assist personnel in the performance of their job duties when they may be required to travel for work. The purpose of this Policy is to ensure that uniform and standard procedures are followed which are consistent, comprehensive and explicit for approving reimbursements to District Employees and District Officials, for reasonable travel and business expenses incurred in connection with service performed on behalf of the District. The intent of this Policy is to assure that any and all District funds expended for District business are properly used for the benefit of the District and are properly accounted for by the District.

There are numerous updates and changes to the Policy as some are grammatical and others are to clarify processes and procedures. Upon review, District Staff as well as the District's legal counsel suggests the following updates:

- 1.1 – Purpose: Update language
- 2.1 – Intention: Added approval process to include a Travel Request Authorization Form
- 3.1 – Use of Personal Vehicle for District Business: Add language to include that some positions may require reliable transportation and a valid CA driver's license and insurance
- 3.3 – Use of District Fleet Vehicle: Define the use
- 3.4 – Accidents in District Fleet Vehicle: Deleted to include in IIPP
- 4.3 – Air Travel: Add refundable tickets required
- 4.4 – Ground Transportation: Added District credit card must be used to secure rental of car and also added reviewing travel-pricing comparison websites
- 4.6 – Meals: Removed daily rates for meals and included language to utilize GSA to determine meal allowance
- 4.7 – Incidentals: Tips should not exceed 15%

- 4.8 – Telephone Calls: Employees without a cell phone allowance will be paid \$2.00 per day for use of personal cell phones
- 4.9 – Combined Personal/Business Travel – added specific language to ensure steps are taken to clarify the difference between personal and business travel.

FISCAL IMPACT

There is no fiscal impact at this time.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goals: 5.4 D - Formalize standard operating procedures (SOPs) to include organizational chart, operation manuals (daily functions), IT manual, employee handbook, training programs, and skill retention (trainings).

RECOMMENDATION

It is recommended the Board review and approve the updated Travel Policy.

ATTACHMENTS

- 1) Travel Policy (DRAFT) (17 pages)
- 2) Travel Policy – Final Version (9 pages)



TRAVEL POLICY

Approved by the Board of Directors on ~~April 6, 2016~~ December 1, 2022

01224.0004/844591.1

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SECTION 1: INTRODUCTION

1.1 PURPOSE

The Pleasant Valley Park and Recreation District (“District”) views the attendance at conferences, seminars, and professional activities that advance the District’s business and the training of District Employees and District Officials to be valuable and essential elements to ensuring the highest level of competency and promotion of the District’s interests.

The purpose of this Travel Policy (“Policy”) is to ensure that uniform and standard procedures are followed which are consistent, comprehensive and explicit for approving reimbursements to District Employees and District Officials, for reasonable travel and business expenses incurred in connection with service performed on behalf of the District.

The District shall reimburse expenditures incurred only in the course of official and authorized District business. Expenses incurred in connection with the following non-exhaustive types of activities generally constitute authorized expenses, provided other applicable requirements of this Policy, or other District policies, are also met:

- A. Communicating with representatives of local, regional, state and/or national government on District-related issues;
- B. Attending educational seminars designed to improve skills, knowledge and information levels;
- C. Participating in local, regional, state and/or national organizations whose activities affect District interests;
- D. Recognizing service to the District or community;
- E. Attending community events or participating in the events of local nonprofit, service or philanthropic organizations;
- F. Meetings with representatives of local organizations, charitable groups, religious affiliations or intergovernmental agencies to discuss matters affecting the interests of the District;
- ~~— Implementing a District approved strategy for attracting or retaining business to the District; and~~
- G. Meetings with District consultants, contractors, advisors, agents, legal counsel, etc. to discuss matters of importance to the District.

District Employees and District Officials are expected to exercise moderation and thriftiness when incurring expenses in connection with conducting official District business. The intent of this Policy is to assure that any and all District funds expended for District business are properly used for the benefit of the

District and are properly accounted for by the District.

The regulations set forth in this Policy are not intended to be all inclusive and exceptions may be reviewed on a case-by-case basis with approval by the General Manager or their designee.

1.2 DEFINITIONS

- A. Authorizing Party: Authorizing Party means the relevant Department Director/Manager/Supervisor, ~~Division Director/Manager/Supervisor,~~ or their designee, with oversight of finances and expenditures.
- B. District Employee: District Employee means a current full-time, part-time seasonal, or temporary employees of the District, or volunteer acting on behalf of the District in an employee-like position.
- C. District Official: District Official means any current member of the Board of Directors ~~or an appointed member of a commission or committee of the District.~~
- D. Long Distance: Long Distance means any travel that: (i) requires an employee or official to leave Ventura County, AND (ii) Includes at least one (1) overnight stay.

1.2.1.3 GENERAL APPLICABILITY

These policies shall apply to any required and duly approved travel for official District business, and to all officials and employees who receive appropriate authorization to travel on behalf of the District. This Policy applies to Pleasant Valley Park and Recreation District board members and employees incurring expenses during official District business and/or while acting on behalf of the District, for which reimbursement is sought. Except as provided herein, authorization is required prior to the expense being incurred.

The District recognizes the benefits that accrue when its employees attend conferences, seminars, and professional training activities. The District will bear approved expenses incurred by District officials and employees to attend such activities provided the stated procedures are followed. Travel, conferences, seminars, trainings and similar activities shall be directly related to District business.

The most reasonably priced arrangements for travel events will be utilized. Personal safety and a reasonable level of comfort and dignity will be taken into consideration.

Individuals are expected to exercise sound judgment when incurring and

~~submitting travel expenses, keeping with the standard and proprieties of a visible and accountable public agency.~~

~~Although these travel regulations set specific procedures for employees to follow, it is not intended to be all inclusive and exceptions may be reviewed on a case to case basis with the approval by the General Manager or designee.~~

SECTION 2: TRAVEL AUTHORIZATION PROCESS

2.1 INTENTION

The travel authorization process is intended to ensure budget compliance ~~and~~, appropriate use of public funds, and in compliance with applicable laws and District policies.

BUDGET: Travel authorization begins with the budgetary process. Travel needs shall be anticipated and submitted in the annual budget for approval by the ~~District~~ General Manager ~~and/Board or Board~~ of Directors. It is the ~~A~~authorizing ~~P~~party's responsibility to stay within departmental budget travel allocations as approved by the ~~General Manage and/or~~ Board of Directors. Travel requests are to include all costs associated with any ~~and/~~all types of travel including registration, lodging, meals, transportation, parking, and incidental expenses.

APPROVAL: ~~All travel requests require the completion of a "Travel Request Authorization Form". Attachment 1, available with and through the Administrative Services Manager. Travel requests shall be forwarded to the requesting party's supervisor to begin the approval process. Prior to approving a travel request, the supervisor is responsible for determining that a sufficient unexpended allocation remains in the travel/training budget.~~

~~Social Events~~**SOCIAL EVENTS:** "Social costs" includes ~~is anything that is outside the normal hours of operation for the event and are deemed social on the registration form. The District does not prepay or reimburse social event costs.~~

SECTION 3: VEHICLE USE

3.1 USE OF PERSONAL VEHICLE FOR DISTRICT BUSINESS

~~Reliable transportation may be required for some positions in order to transact necessary business. Such positions that include the possible use of personal vehicle will require a copy of the applicant's current/valid California driver's license, and copy of proof of automobile insurance upon start date.~~ It is the responsibility of the ~~employee~~ ~~District Employee or Official~~ to maintain a valid California driver's license, and personal insurance coverage equal to, or greater than, the minimal coverage amounts required by any ~~and/~~all applicable state law while utilizing ~~his/her~~ ~~their~~ private vehicle for transaction of District business. ~~A copy of the District Employee or Official's driver's license and proof of automobile insurance shall be made available upon reasonable request.~~

~~District Employees and Officials~~ ~~Employees~~ are responsible to notify the Human Resources Department of any ~~traffic citations, or changes in licensure or changes in license, or insurance, or DMV citations.~~ ~~Employees~~ ~~insurance.~~ ~~District Employees and Officials~~ are responsible for any parking, mechanical or moving violations received while using their own vehicle for approved District business. Some ~~em~~ ~~5~~ ~~employees'~~ ~~District Employees'~~ job title and description (e.g. transportation department drivers) may require reporting DUI, DWI, and other moving violations.

3.2 REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

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~~Automobile mileage is reimbursed, using the District or home whichever is closer as the point of origin, at Internal Revenue Service rates presently in effect. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. Use of an employee's private vehicle shall be reimbursed at the current mileage reimbursement rate determined by the Internal Revenue Service. Private~~

~~Personal~~ automobiles may not be used for trips over 100 miles one-way except by prior written approval of the General Manager or designee. ~~District Employees or Officials~~ Employees who use their ~~private-personal~~ vehicle for travel are expected to follow ~~the District's Travel~~ this Policy, and ~~the Employee Personnel Policy~~ Manual.

Reimbursement requests shall be submitted to the appropriate ~~A~~ authorizing Party (usually employee's supervisor) within thirty (30) days of the month the mileage expenses were incurred, and shall be complete and accurate with proper approvals.

Parties of two (2) or more may be expected to carpool unless otherwise approved by the General Manager prior to travel.

~~3.3~~ USE OF DISTRICT FLEET VEHICLE FOR DISTRICT BUSINESS

~~The use of District vehicles other than official District purposes is prohibited, and only Authorized employees over the age of 18 are permitted to drive District vehicles. No person shall operate any vehicles owned and maintained by the District unless such person is an authorized employee of the District, has a valid operator's license issued by the California Department of Motor Vehicles, and has a clear driving record.~~

~~3.4~~ Accidents in District Fleet Vehicle(s)

~~All authorized drivers of District fleet vehicles must do the following if in a vehicle accident while driving a District fleet vehicle; it is presumed that employee(s) will contact emergency response personnel (9-1-1) if possible/as needed, and render any aid if possible/as needed as a first step during an accident):~~

- ~~— Notify District Human Resources Department immediately/as soon as possible; they will notify insurance provider~~
- ~~— Follow legal guidelines for exchanging information with other drivers and report the accident to police~~
- ~~— Do not infer/imply/guarantee payment or accept responsibility without District authorization~~
- ~~— Complete drug testing according to District guidance~~
- ~~— Complete Incident/Accident form within 24 hours~~

Commented [ALH1]: District, these Sections seem more appropriate for a Personnel Manual or District Vehicle Use Manual.

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SECTION 4: LONG DISTANCE TRAVEL

4.1 DEFINITION

~~The most economical mode and class of transportation reasonably consistent with scheduling needs shall be preferred, using the most direct and time-efficient route. The cost of rental vehicle, parking and gasoline shall be compared to the combined cost of other forms of transportation and the least expensive method shall be used.~~

~~Long distance travel is defined as any travel that:~~

- ~~a) Requires an employee to leave Ventura County, AND~~
- ~~b) Includes at least one (1) overnight stay.~~

4.2 AUTHORIZATION

All ~~long distance~~Long -Distance travel requires prior written approval of the General Manager or designee. Every effort will be made to pre-arrange and pre-pay all approved expenses. However, in the event this is not possible, District Employees and Officials are eligible for:

- a) Reimbursement of approved expenses paid for by employeeDistrict Employee or Official, with accompanying itemized receipts.
- ~~5b) All long distance~~Long Distance long distance travel requests must be approved no later than sixty (60) days prior to travel, unless approved by the General Manager or designee.

~~5.14.3~~ AIR TRAVEL

For authorized air travel, the District reserves coach rate seats at government or group rates (when such rates are available), and makes every effort to schedule reasonable flight times. Seat upgrades or flight/schedule changes unrelated to District business are not approved expenses, and become the responsibility of the ~~employee~~District Employee or Official. Refundable tickets are required unless approved by the General Manager or designee.

It is the intent of the District to book all air travel on the District's credit card unless otherwise approved by the General Manager or designee.

In the event a District Employee or Official has to book their own air travel, with prior written approval of the General Manager, Coach-class priced airfare on round-trip tickets, or one-way (both directions) whichever is most cost effective, shall be purchased. Every attempt should be made to secure advance pricing.

5.24.4 GROUND TRANSPORTATION & RENTAL CAR

The District makes every effort to reserve appropriate ground transportation for traveling employees (e.g., airport shuttle, rental car). When that is not possible, ~~with prior written approval of the General Manager, District~~ Employees and Officials may claim reimbursement for ground transportation ~~at actual cost, utilizing reasonable ground transportation services such as taxi, Uber, or Lyft services according to the following:~~

Car Rental. Car rental rates that are equal to or less than those available through travel-pricing comparison websites such as www.priceline.com or an equivalent service for a standard or mid-size vehicle shall be considered the most economical and reasonable for purposes of reimbursement under this policy. However, when the number of officers employees or officials attending the event and sharing the vehicle warrants the rental of a van or other larger capacity vehicle or when the weather in the location of the event warrants the use of a SUV, the rental of such a vehicle, through the process described above, shall be considered reasonable.

Taxis/Shuttles/Ride Share. Taxi, shuttle, or ride share fares may be reimbursed, including a 15% gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time efficiency.

~~Employees traveling on District business for whom it was not possible to reserve a rental car service, either at the point of departure or at the destination, will:~~

- ~~— Utilize District travel credit card when applicable to secure the rental, or~~
- a) ~~Will be reimbursed by the District for the rental expense of a comparable compact standard automobile, AND~~
- ~~— Will purchase damage insurance (comprehensive and collision but not liability) through the rental car company.~~
- b) ~~Employees desiring either Personal Accident or Personal Effects Coverage must pay for these on their own.~~

~~The District and its employees shall use government or group rates, California Special District membership rate when available, for ground transportation or rental car services.~~

5.34.5 LODGING

The District shall make every effort to pre-arrange appropriate lodging (using government or group rates, when available, ~~;~~ ~~Board Members; GC § 53232.2(e)),~~ for approved travel. When that is not possible, with prior written approval of the General Manager ~~or designee,~~ employees-District Employees and Officials may reserve reasonable lodging, and claim reimbursement for such lodging in accordance with this section and with appropriate receipts.

Board Members (GC § 53232.2(d))

~~For lodging in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking.~~

If a group rate or government rate is not available, ~~reasonable lodging shall be booked at standard lodging rates for the destination's specific geographic area. lodging rates that do not exceed the median retail price for 3-Star upscale (such as Holiday Inn, Red Lion, Radisson, Doubletree-grade hotel)~~

lodging for that area listed on travel-pricing comparison websites like www.priceline.com or an equivalent service shall be considered reasonable and reimbursable.

Any lodging upgrades made by ~~employees~~ District Employees or Officials in excess of approved lodging rates are not approved, and become the responsibility of the ~~employee~~ District Employee or Official.

5.44.6 MEALS

Daily reimbursement rates for meals ~~are as follows:~~

~~Breakfast \$12 Lunch \$16 Dinner \$22~~ will follow the department of General Services for the nearest city's per diem rates.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

Eligible meals are defined as meals for which ~~an employee~~ a District Employee or Official incurs a cost due to a valid and authorized business reason (e.g., *overnight travel, business meeting, special dietary requirements that cannot be accommodated, meal not covered by conference fee, etc.*). Meals provided as part of a conference or seminar are not eligible for separate reimbursement. Reimbursement requests for approved meal expenses must be submitted with itemized receipts. The District does not reimburse for alcoholic beverages.

An increased or decreased meal allowance may be considered when traveling to remote or metropolitan areas. Any changes must be pre-approved by the

General Manger or designee prior to travel.

5.54.7 INCIDENTALS

District Employees and Officials are eligible for reimbursement for incidentals up to \$5.00 per day while on District business travel. Incidentals may include such items as tips (not to exceed 15%), soft drinks, postage, etc. Items such as gifts, entertainment (including in-room movies), alcohol, or other similar items are not reimbursable. Itemized receipts and/or an approved written list of expenses will be required for reimbursement.

Parking fees shall be reimbursed when related to District business travel, including airport parking fees, and parking fees for personal or rental vehicles.

5.64.8 TELEPHONE CALLS

~~If phone or fax equipment is not provided, then District Employees and Officials will be reimbursed for actual telephone and fax expenses incurred on personal equipment while on District business. Telephone bills should identify which calls were made on District business. For cellular calls when the District Employee and Official has a particular number of minutes included in the their plan, the District Employee and Official can identify the percentage of calls made on public business. District Employees and Officials will be reimbursed for Internet access, Wi-Fi connection, and/or usage fees away from home, not to exceed \$15.00 per day, if Internet access is necessary for District business.~~ The District will reimburse one (1) 15-minute telephone call per day while an employee is on official business. If the employee receives a cell phone stipend they will not be reimbursed, if an employee does not receive a cell phone stipend they will receive \$12.00 per day.

4.9 Travel Time:

~~Travel time occurring during an employee's District Employee's or Official's scheduled time off, on a designated District holiday, or outside the District Employee's or Official's employee's regularly scheduled work time will not be compensated for overtime. The only exception of this will be when travel is required by the District related to the performance of the District Employee's or Official's -employee's- job duties and the overtime is authorized and approved prior to the travel by the General Manager or their designee.~~

4.10 Combined Personal/Business Travel

- ~~•~~ Detailed request by District Employee or Official ~~employee~~ must be made in writing to the Department Head prior to travel dates, with a clear ~~outline of difference~~ differentiating between personal and business travel and receive approval from the General Manager.
- District Employees or Officials ~~Employees who extend the length of the business trip for personal reasons must charge those days to an available leave balance, such as vacation, management leave, or~~

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compensatory time.

- District Employees or Officials ~~Employees who attend conferences or seminars and leave early for personal reasons~~ reasons other than illness or family emergency, shall reimburse the District on a pro-rated basis.
- Any additional travel cost or lodging expenses incurred as a result of extending the length of any business trip for personal reasons shall not be reimbursed or paid for by the District Employee or Official.
employee.
- District Employees or Officials ~~Employees who have a rental car and are extending their business trip for personal reasons~~ will not be reimbursed for the extra rental days.
- Any expenses inadvertently charged to the District for personal travel must be repaid by the employee who incurred the charges within thirty (30) days of return.

SECTION 5: REIMBURSEMENT

5.1 REIMBURSEMENT

For all reimbursement requests, District Employees and Officials ~~employees~~ shall complete a Claim for Reimbursement of Travel Expense Form to document that expenses meet this Policy and are required to conduct District business.

Claim forms shall be submitted within thirty (30) days of incurring an expense, and shall be accompanied by receipts documenting each expense. Upon appropriate written approval, District Employees and Officials ~~employees~~ will be reimbursed as quickly as possible. Personal items, alcoholic beverages, and expenses of family members are not authorized.

SECTION 6: BOARD OF DIRECTORS

~~6.1 APPLICABILITY OF THIS POLICY TO BOARD OF DIRECTORS~~

~~This Travel Policy shall apply, in addition to District employees, to members of the District's Board of Directors.~~

The General Manager shall review Board members' requests for travel and incidental expenses for compliance with this Travel Policy and other applicable District policies. All expenses that do not fall within this Travel Policy or the Internal Revenue Service reimbursable rates as established in IRS Publication 463, or any successor publication, shall be approved by the Board of Directors at a public meeting before the expense is incurred. (GC 53232.2(f))

If a member of the Board of Directors chooses to incur travel or incidental costs that are in excess of the rates established under this Policy or IRS Publication 463, or any successor publication, and such costs have not been pre-approved at a public meeting of the Board of Directors, the member does so at ~~his or her~~their own expense. (GC 53232.2(g))

Members of the Board of Directors shall provide brief reports on meetings or other events attended at the expense of the District at the next regular meeting of the Board. (GC 53232.2(d))



TRAVEL POLICY

Approved by the Board of Directors on March 2023

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SECTION 1: INTRODUCTION

1.1 PURPOSE

The Pleasant Valley Recreation & Park District (“District”) views the attendance at conferences, seminars, and professional activities that advance the District’s business and the training of District Employees and District Officials to be valuable and essential elements to ensuring the highest level of competency and promotion of the District’s interests.

The purpose of this Travel Policy (“Policy”) is to ensure that uniform and standard procedures are followed which are consistent, comprehensive and explicit for approving reimbursements to District Employees and District Officials, for reasonable travel and business expenses incurred in connection with service performed on behalf of the District.

The District shall reimburse expenditures incurred only in the course of official and authorized District business. Expenses incurred in connection with the following non-exhaustive types of activities generally constitute authorized expenses, provided other applicable requirements of this Policy, or other District policies, are also met:

- A. Communicating with representatives of local, regional, state and/or national government on District-related issues;
- B. Attending educational seminars designed to improve skills, knowledge and information levels;
- C. Participating in local, regional, state and/or national organizations whose activities affect District interests;
- D. Recognizing service to the District or community;
- E. Attending community events or participating in the events of local nonprofit, service or philanthropic organizations;
- F. Meetings with representatives of local organizations, charitable groups, religious affiliations or intergovernmental agencies to discuss matters affecting the interests of the District;
- G. Meetings with District consultants, contractors, advisors, agents, legal counsel, etc. to discuss matters of importance to the District.

District Employees and District Officials are expected to exercise moderation and thriftiness when incurring expenses in connection with conducting official District business. The intent of this Policy is to assure that any and all District funds expended for District business are properly used for the benefit of the District and are properly accounted for by the District.

The regulations set forth in this Policy are not intended to be all inclusive and exceptions may be reviewed on a case-by-case basis with approval by the General Manager or their designee.

1.2 DEFINITIONS

- A. Authorizing Party: Authorizing Party means the relevant General Manager/Department Manager or their designee, with oversight of finances and expenditures.
- B. District Employee: District Employee means a current full-time, part-time seasonal, or temporary employees of the District, or volunteer acting on behalf of the District in an employee-like position.
- C. District Official: District Official means any current member of the Board of Directors.
- D. Long Distance: Long Distance means any travel that: (i) requires an employee or official to leave Ventura County, *AND* (ii) Includes at least one (1) overnight stay.

1.3 APPLICABILITY

This Policy applies to Pleasant Valley Park and Recreation District board members and employees incurring expenses during official District business and/or while acting on behalf of the District, for which reimbursement is sought. Except as provided herein, authorization is required prior to the expense being incurred.

The most reasonably priced arrangements for travel events will be utilized. Personal safety and a reasonable level of comfort and dignity will be taken into consideration.

SECTION 2: TRAVEL AUTHORIZATION PROCESS

2.1 INTENTION

The travel authorization process is intended to ensure budget compliance, appropriate use of public funds, and compliance with applicable laws and District policies.

BUDGET: Travel authorization begins with the budgetary process. Travel needs shall be anticipated and submitted in the annual budget for approval by the General Manager and/or Board of Directors. It is the Authorizing Party's responsibility to stay within departmental budget travel allocations as approved by the General Manager and/or Board of Directors. Travel requests are to include all costs associated with any and all types of travel including registration, lodging, meals, transportation, parking, and incidental expenses.

APPROVAL: All travel requests require the completion of a "Travel Request Authorization Form", available with and through the Administrative Services Manager. Travel requests shall be forwarded to the requesting party's supervisor to begin the approval process. Prior to approving a travel request, the supervisor is responsible for determining that a sufficient unexpended allocation remains in the travel/training budget.

SOCIAL EVENTS: "Social costs" includes anything that is outside the normal hours of operation for the event and are deemed social on the registration form. The District does not prepay or reimburse social event costs.

SECTION 3: VEHICLE USE

3.1 USE OF PERSONAL VEHICLE FOR DISTRICT BUSINESS

Reliable transportation may be required for some positions in order to transact necessary business. It is the responsibility of the District Employee or Official to maintain a valid California driver's license, and personal insurance coverage equal to, or greater than, the minimal coverage amounts required by any and all applicable state law while utilizing their private vehicle for transaction of District business. A copy of the District Employee or Official's driver's license and proof of automobile insurance shall be made available upon reasonable request.

District Employees and Officials are responsible to notify the Human Resources Department of any traffic citations, or changes in licensure or insurance. District Employees and Officials are responsible for any parking, mechanical or moving violations received while using their own vehicle for approved District business. Some District Employees' job title and description (e.g., department drivers) may require reporting DUI, DWI, and other moving violations.

3.2 REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

Automobile mileage is reimbursed, using the District or home whichever is closer as the point of origin, at Internal Revenue Service rates presently in effect. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle.

Personal automobiles may not be used for trips over 100 miles one-way except by prior written approval of the General Manager or designee. District Employees or Officials who use their personal vehicle for travel are expected to follow this Policy, and the Personnel Policy Manual.

Reimbursement requests shall be submitted to the appropriate Authorizing Party within thirty (30) days of the month the mileage expenses were incurred and shall be complete and accurate with proper approvals.

Parties of two (2) or more may be expected to carpool unless otherwise approved by the General Manager prior to travel.

SECTION 4: LONG DISTANCE TRAVEL

4.1 AUTHORIZATION

All Long-Distance travel requires prior written approval of the General Manager or designee. Every effort will be made to pre-arrange and pre-pay all approved expenses. However, in the event this is not possible, District Employees and Officials are eligible for:

- a) Reimbursement of approved expenses paid for by District Employee or Official, with accompanying itemized receipts.
- b) All Long-Distance travel requests must be approved no later than sixty (60) days prior to travel, unless approved by the General Manager or designee.

4.2 AIR TRAVEL

For authorized air travel, the District reserves coach rate seats at government or group rates (when such rates are available) and makes every effort to schedule reasonable flight times. Seat upgrades or flight/schedule changes unrelated to District business are not approved expenses and become the responsibility of the District Employee or Official. Refundable tickets are required unless approved by the General Manager or designee.

It is the intent of the District to book all air travel on the District's credit card unless otherwise approved by the General Manager or designee.

In the event a District Employee or Official has to book their own air travel, with prior written approval of the General Manager, Coach-class priced airfare on round-trip tickets, or one-way (both directions) whichever is most cost effective, shall be purchased. Every attempt should be made to secure advance pricing.

4.3 GROUND TRANSPORTATION & RENTAL CAR

The District makes every effort to reserve appropriate ground transportation for traveling employees (*e.g., airport shuttle, rental car*). When that is not possible, District Employees and Officials may claim reimbursement for ground

transportation according to the following:

Car Rental. Car rental rates that are equal to or less than those available through travel-pricing comparison websites such as www.priceline.com or an equivalent service for a standard or mid-size vehicle shall be considered the most economical and reasonable for purposes of reimbursement under this policy. However, when the number of employees or officials attending the event and sharing the vehicle warrants the rental of a van or other larger capacity vehicle or when the weather in the location of the event warrants the use of a SUV, the rental of such a vehicle, through the process described above, shall be considered reasonable.

Taxis/Shuttles/Ride Share. Taxi, shuttle, or ride share fares may be reimbursed, including a 15% gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time efficiency.

4.4 LODGING

The District shall make every effort to pre-arrange appropriate lodging using government or group rates, when available, *for* approved travel. When that is not possible, with prior written approval of the General Manager or designee, District Employees and Officials may reserve reasonable lodging, and claim reimbursement for such lodging in accordance with this section and with appropriate receipts.

If a group rate or government rate is not available, lodging rates that do not exceed the median retail price for 3-Star upscale (such as Holiday Inn, Red Lion, Radisson, Doubletree-grade hotel) lodging for that area listed on travel-pricing comparison websites like www.priceline.com or an equivalent service shall be considered reasonable and reimbursable.

Any lodging upgrades made by District Employees or Officials in excess of approved lodging rates are not approved and become the responsibility of the District Employee or Official.

4.5 MEALS

Daily reimbursement rates for meals will follow the Department of General Services for the nearest city's per diem rates.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

Eligible meals are defined as meals for which a District Employee or Official incurs a cost due to a valid and authorized business reason (e.g., *overnight travel, business meeting, special dietary requirements that cannot be accommodated, meal not covered by conference fee, etc.*). Meals provided as part of a conference or seminar are not eligible for separate reimbursement. Reimbursement requests for approved meal expenses must be submitted with itemized receipts. The District does not reimburse for alcoholic beverages.

An increased or decreased meal allowance may be considered when traveling to remote or metropolitan areas. Any changes must be pre-approved by the General Manager or designee prior to travel.

4.6 INCIDENTALS

District Employees and Officials are eligible for reimbursement for incidentals up to \$5.00 per day while on District business travel. Incidentals may include such items as tips (not to exceed 15%), soft drinks, postage, etc. Items such as gifts, entertainment (including in-room movies), alcohol, or other similar items are not reimbursable. Itemized receipts and/or an approved written list of expenses will be required for reimbursement.

Parking fees shall be reimbursed when related to District business travel, including airport parking fees, and parking fees for personal or rental vehicles.

4.7 TELEPHONE CALLS

The District will reimburse one (1) 15-minute telephone call per day while an employee is on official business. If the employee receives a cell phone stipend, they will not be reimbursed. If an employee does not receive a cell phone stipend, they will receive \$2.00 per day.

4.8 TRAVEL TIME

Travel time occurring during District Employee's or Official's scheduled time off, on a designated District holiday, or outside the District Employee's or Official's regularly scheduled work time will not be compensated for overtime. The only exception of this will be when travel is required by the District related to the performance of the District Employee's or Official's job duties and the overtime is authorized and approved prior to the travel by the General Manager or their designee.

4.9 COMBINED PERSONAL/BUSINESS TRAVEL

- Detailed request by District Employee or Official must be made in writing to the Department Head prior to travel dates, with a clear differentiation between personal and business travel and receive approval from the General Manager.
- District Employees or Officials who extend the length of the business trip for personal reasons must charge those days to an available leave balance, such as vacation, management leave, or compensatory time.
- District Employees or Officials who attend conferences or seminars and leave early for personal reasons other than illness or family emergency, shall reimburse the District on a pro-rated basis.
- Any additional travel cost or lodging expenses incurred as a result of extending the length of any business trip for personal reasons shall not be reimbursed or paid for by the District Employee or Official.
- District Employees or Officials who have a rental car and are extending

their business trip for personal reasons will not be reimbursed for the extra rental days.

- Any expenses inadvertently charged to the District for personal travel must be repaid by the employee who incurred the charges within thirty (30) days of return.

SECTION 5: REIMBURSEMENT

5.1 REIMBURSEMENT

For all reimbursement requests, District Employees and Officials shall complete a Claim for Reimbursement of Travel Expense Form to document that expenses meet this Policy and are required to conduct District business.

Claim forms shall be submitted within thirty (30) days of incurring an expense and shall be accompanied by receipts documenting each expense. Upon appropriate written approval, District Employees and Officials will be reimbursed as quickly as possible. Personal items, alcoholic beverages, and expenses of family members are not authorized.

SECTION 6: BOARD OF DIRECTORS

6.1 BOARD OF DIRECTORS

The General Manager shall review Board members' requests for travel and incidental expenses for compliance with this Travel Policy and other applicable District policies. All expenses that do not fall within this Travel Policy or the Internal Revenue Service reimbursable rates as established in IRS Publication 463, or any successor publication, shall be approved by the Board of Directors at a public meeting before the expense is incurred. (GC 53232.2(f))

If a member of the Board of Directors chooses to incur travel or incidental costs that are in excess of the rates established under this Policy or IRS Publication 463, or any successor publication, and such costs have not been pre-approved at a public meeting of the Board of Directors, the member does so at their own expense. (GC 53232.2(g))

Members of the Board of Directors shall provide brief reports on meetings or other events attended at the expense of the District at the next regular meeting of the Board. (GC 53232.2(d))

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Lanny Binney, Recreation Supervisor**

DATE: March 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF A TWO-YEAR
AGREEMENT BETWEEN PLEASANT VALLEY
RECREATION AND PARK DISTRICT AND THE
ROADRUNNER RADIO-CONTROL CLUB AT
FREEDOM PARK**

SUMMARY

The Pleasant Valley Recreation and Park District (“District”) owns and operates radio control tracks at Freedom Park. Since 2006, the District has had an Agreement with the Roadrunners Remote Control Club to act as Contract Operator (“Operator”) to manage and operate the tracks. The Agreement expired in December 2022.

BACKGROUND

Beginning in 2006, the District, as the facility owner, entered an Agreement with a Contract Operator to operate the Radio-Control Track for five years. The Agreement was shortened to three years and additional discussions took place regarding physical improvements to the facility by the operator and additional programs in 2010. The District and Operator renewed the Agreement four (4) additional times in 2010, 2013, 2016 and 2019. In January and February of 2023, the District and Operator met to discuss operations, finances, and terms and conditions of the proposed extension to the Agreement.

ANALYSIS

The proposed length of the Agreement is two (2) years beginning March 2023 and expiring February 28, 2025. The District and Operator shall meet to discuss additional agreements prior to the expiration of this proposed Agreement.

A summary of updated Agreement items includes:

Fees to be Charged

The Operator has paid escalating rates in rent starting with \$285 per month and ending with \$300 per month. From April 2020 to March 2021, the District waived rent for Contract Operators due to COVID-19. The proposed 2023 - 2025 fees are below:

March 1, 2023 to February 29, 2024 - \$285 per month
March 1, 2024 to February 28, 2025 - \$300 per month

Utility Payments by Operator

The Operator currently receives a monthly electric bill from the utility company. The water bill comes to the District, however, as there is not a separate meter from the RC Track and the ball fields. The proposed 2023-2025 Agreement includes a rate of \$35 per month for a portion of the cost.

March 1, 2023 to February 29, 2024 - \$35 per month

March 1, 2024 to February 28, 2025 - \$35 per month

Radio Control Track Safety

The Operator shall develop a Facility Safety Checklist (“Checklist”) to be completed each day prior to operation. Checklists shall be available for inspection with any safety violations or accidents submitted within 24 hours to the District. A District Accident Report is included (Attachment B) for use by Operator.

Background Check Requirements

In accordance with Public Resources Code Section 5164 and Penal Code Section 1110533, the District is requiring the Contract Operator to fingerprint and/or perform adequate background screening (*LiveScan*, for example) for all staff/coaches/volunteers associated with the operation as required by all applicable laws, at the Contract Operator’s sole expense.

The Operator will continue to provide an annual financial statement and report to the Board of Directors. Additionally, the Agreement also includes a renewal option for a period of one additional three-year period.

FISCAL IMPACT

The District will generate \$7,860 in revenue for the duration of this Agreement.

Agreement	2016-2019	2020-2022	2023-2025
Facility Rental	\$7,200	\$8,400	\$7,020
Utility Fees	\$0	\$1,200	\$840
TOTAL	\$7,200	\$9,600	\$7,860

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy:

- 4.1.C – Enrich program delivery by providing and/or partnering with others to provide programming and services that support recreation and learning for the community.
- 4.4 – Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.

RECOMMENDATION

It is recommended the Board review and approve a three-year Agreement with Roadrunner Radio Control Club for the operation of the Freedom Park Radio Control Track.

ATTACHMENTS

- 1) Contract Operator Agreement – Radio Control Track at Freedom Park (12 pages)
- 2) Agreement Attachments (13 pages)

**AGREEMENT FOR OPERATION OF
RADIO CONTROL TRACK AT FREEDOM PARK**

This Agreement is by and between the Property Owner, Pleasant Valley Recreation and Park District (“District”), and the Contract Operator, Roadrunner R/C Club (“Operator”).

RECITALS

A. District owns that certain parcel of real property (the “Property”) located in the City of Camarillo, County of Ventura, State of California, APN No. 230-0-030-145, comprising a portion of District’s Freedom Park. The Property is depicted on the map attached as Attachment “A,” incorporated by reference herein.

B. In accordance with its authority contained in Public Resources Code sections 5786 and 5786.1, District desires to utilize a portion of the Property for On-Road and Off-Road Radio Control Car Racing. The portion of the Property and the existing and any future Radio-Control Track improvements thereon shall hereafter be referred to as the “Facility.”

C. Operator proposes to operate and maintain the Facility for public use as described in this Agreement.

D. This Agreement sets forth the Parties mutual understanding and agreement as to the terms and conditions of the operation and maintenance of the Facility by Operator.

NOW, THEREFORE, based on the mutual covenants and conditions as set forth herein, the parties agree as follows:

1. **Grant of Operator Rights; Condition of Facility.** District hereby grants Operator the right to use and operate the Facility, in strict accordance with the terms and conditions set forth herein, for the purposes set forth in Section 2.

Operator acknowledges that (i) the Facility is in good and tenable condition; (ii) Operator has determined that the Facility is acceptable for Operator’s use; (iii) neither District nor any of its directors, officers, employees, volunteers, or agents (“District Parties”) has made any representations or warranties in connection with the physical condition of the Facility or its fitness for Operator’s use upon which Operator has relied directly or indirectly for any purpose; and (iv) Operator accepts the Facility in “AS-IS” condition and agrees that District shall not be obligated to make any alterations, additions or improvements thereto.

2. **Use of Facility.** Operator shall make the Facility available and shall operate the Facility for public recreational use consistent with the public purposes for which it was originally conveyed to the District by the County of Ventura, and in strict compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. The general public shall be allowed use of the Facility, and ingress and egress to the Facility, subject to reasonable restrictions and conditions established by Operator. All restrictions and conditions imposed by Operator are subject to review, approval and modification by District, in District’s sole and complete discretion which may be exercised for any reason and without penalty to District (hereafter “sole discretion”).

Specifically, Operator at its sole expense shall operate the Facility for Radio Control car racing.

The Facility shall not be utilized for any other purpose, unless specifically authorized in advance in writing by the District in its sole discretion.

The Facility has no private or designated parking lot. Users can park in available adjacent parking lots. Parking may not be reserved for Facility events or operation without authorization by the District.

The Facility shall be operated by the Operator only during the times Freedom Park is open to the public as a public recreational facility dawn to dusk or if using lights until 10:00pm. If Operator determines that it would be advantageous to operate the Facility at times when Freedom Park is not open to the public, Operator may request authorization to keep the Facility open during such times. Authorization to open the Facility when Freedom Park is closed must be given in writing by the District General Manager or their designee. If such authorization is given, the Operator is solely responsible for providing adequate security to the Facility and its patrons during said extended hours.

District and District's Parties shall have no responsibility to safeguard the Facility or any of the equipment and property of Operator or its employees, customers, invitees, agents or contractors ("Operator's Parties"). District and District Parties shall have no responsibility to safeguard or protect Operator or Operator's Parties from bodily injury (including death) or personal injury.

Hours of operation must be visibly posted by Operator at the Facility and communicated effectively to the public.

3. Title to Facility. This Agreement shall not constitute a grant to Operator of any real property or estate interest in the Facility, whether fee, leasehold, easement, license, or otherwise. District retains all ownership right to the Facility; and all improvements constructed thereon; and the right to possession of the Facility, except as granted to Operator herein. Operator's rights shall be strictly limited to those rights provided herein. Operator shall not permit, allow or establish mortgages, deeds of trust, liens, or any other encumbrance of any nature against the Facility, the Property or any other property owned by District.

4. District Regulations. Operator acknowledges that the Facility is part of Freedom Park. Accordingly, Operator agrees that it shall operate and maintain the Facility in a manner consistent with the ordinances, rules, regulations, and policies established by the District for parks and facilities within the District ("District Rules"), including Freedom Park, as outlined in District Ordinance 8, as amended from time to time. In the event District determines that Operator is not operating the Facility in a manner consistent with District Rules, District shall so advise Operator concerning the inconsistencies, and Operator must immediately change its operations to conform with District Rules. To the extent that District Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

5. Term of Agreement. The term of this Agreement shall be two (2) years, commencing on March 1, 2023, and terminating February 28, 2025. The parties may negotiate any potential extension before the expiration of this Agreement.

On the expiration or termination of this Agreement, Operator shall promptly surrender and deliver the Facility to District in good condition and repair subject to reasonable wear and tear and shall surrender all keys to the Facility or, in the event of the loss of any keys, Operator shall reimburse

District for the cost of replacement. At the expiration of this Agreement, if Operator holds over for any reason, it is agreed, in absence of a written agreement to the contrary, that no new tenancy shall be created, and that Operator must immediately vacate the Facility and tender any unpaid use fees to the District.

6. Fees to Be Charged. The fees charged to the public shall be generally consistent with charges made by similar facilities in Ventura County. Operator must provide District with a fee schedule and notice of any fee changes thirty (30) days in advance of the proposed implementation of revised fees.

7. Utility Payments by Operator.

A. Operator will make utility payments directly to utility company for all utilities except water used by Operator at the Facility and is solely responsible for all costs in connection therewith.

B. Operator shall pay District a monthly water reimbursement in the amount of thirty five dollars (\$35) per month for the duration of this Agreement.

Utility Payments are due and payable to District monthly in arrears on the first (1st) day of each calendar month, and no later than the seventh (7th) day of the calendar month for the prior month. For example, Operator shall pay all utility payments due to District no later than October 7th for month ending September 30th.

If utility payments are received after the 7th day of any month, a late fee in the amount of one hundred dollar (\$100) shall be payable immediately.

8. Direct Cost Services. Operator is solely responsible for all costs associated with services and/or equipment provided or used at the site for the benefit of the Operator's site users as needed to operate the Facility. Examples of such services are porta-potty/sink rentals and service and gardening. The District is not fiscally responsible for direct cost services to the site.

9. Maintenance of Facility. The parties acknowledge and agree that it is critically important that the Facility, including all improvements, equipment and fixtures located thereon or used in connection with the Facility, be maintained by Operator in good, safe and sanitary condition and repair throughout the term of this Agreement. Operator agrees to diligently comply with this obligation, at Operator's sole cost. Operator shall on a daily basis remove and dispose of (in a proper manner acceptable to District) trash and debris from the track and throughout the Facility.

In the event the Facility, or any improvements, equipment or fixtures therein are damaged or destroyed by any cause, including, but not limited to damage or destruction from natural causes such as fire, explosion, smoke, lightning, flood, earthquake, and storm, and also including but not limited to damages resulting from human acts such as vandalism, mischief, riot or public disorder, aircraft and vehicular damages, and similar causes, regardless of whether said cause of damage or destruction was within or outside the control of Operator, except for damage or destruction caused by the active or sole negligence or willful misconduct of District, its agents or employees, Operator shall promptly secure the area affected and repair such damage or destruction to restore the Facility to its condition prior to such damage or destruction as quickly as repairs or restoration can reasonably be made. All costs associated with the repair or

restoration of the Facility shall be borne solely by the Operator and/or its insurance.

At the conclusion or termination of this Agreement for any reason (including default), any and all moveable improvements constructed by Operator and Operator's equipment and supplies present at the Facility shall be deemed the property of Operator and must be removed within twenty (20) days after termination of this Agreement. If such items are not removed within this period the Operator will be deemed to have abandoned such items and District shall be the owner of all remaining items. Operator shall not remove any improvements, fixtures or equipment which have become a physical part of the Facility. All such items which have become a part of the Facility shall be delivered to District in a state of good condition and repair. Operator shall also deliver to District all monies and other property due to District under this Agreement. Operator shall also deliver to District all materials, property, copies of records, and other items which would have been provided to District or which District would have been permitted to inspect pursuant to Section 15.

10. Alterations to Facility. No alterations or improvements to the Facility shall be made or constructed by Operator, without the advance written consent of District's General Manager or designee. Consent may be withheld by District in its sole discretion.

Should the Operator wish to make any facility improvements to District property the Operator must follow the Districts' processes and procedures found in Attachment C.

The cost of any and all alterations or improvements to the Facility during the term of this Agreement (including but not limited to the preparation and submission of plans and drawings, timelines, construction, insurance and bonds) shall be borne solely by Operator.

Prior to any such work, Operator shall submit to District for review plans, specifications and drawings detailing the proposed work. The plans, specifications and drawings shall be submitted in a form satisfactory to District. District, in its sole discretion, may require Operator to make changes to the plans, specifications or drawings. Although District, in such event, may review, require changes to, and ultimately in its sole discretion approve such plans, specifications and drawings, District shall bear no liability or responsibility whatever for the plans, specifications or drawings. The Operator expressly agrees to indemnify the District for any claims in connection with such alterations or improvements relating to the payment of prevailing wages.

As a condition to receiving approval to make such alterations or improvements to the Facility, Operator shall provide District with: (a) payment and performance bonds equal to one hundred percent (100%) of the estimated cost of the work; and (b) liability insurance coverage in scope, amount and form as required by District. Operator shall additionally comply with any other conditions imposed by District or otherwise required by law related to the installation of alterations and improvements and the work to be performed, including but not limited to: (a) any and all laws, ordinances, rules, regulations, requirements and permit conditions imposed by the County of Ventura Department of Airports, the Federal Aviation Administration and the City of Camarillo, given the proximity of the Facility to the Camarillo Airport, and (b) (if applicable) the payment of prevailing wages. Upon receiving approval, Operator shall diligently prosecute the work to completion. Operator shall procure from all contractors, subcontractors and materials suppliers full and unconditional releases of any liens or claims against the Facility associated with

work performed or materials supplied.

11. Insurance and Indemnity.

A. Liability Insurance: Operator shall procure and maintain throughout the term of this Agreement Commercial General Liability insurance in a form and with coverage acceptable to District as described on Attachment D. **District and District Parties shall be named as an “Additional Insured” under said insurance, and the insurance carrier shall issue an “Additional Insured” Endorsement in favor of District and District Parties. An endorsement evidencing said coverage shall be provided to the District prior to Operator’s commencement of operation of the Facility under the terms of this Agreement.** District shall not be responsible for the insufficiency of any insurance policy provided by Operator pursuant to this Agreement, and District shall have no liability to Operator as a result of the inadequacy of said insurance. The policy(ies) shall specify that: (a) Operator’s insurance carrier is obligated not to cancel or reduce the coverage of such insurance without giving District thirty (30) days written notice of its intention to do so; and (b) with regard to any claims arising out of the activities described in this Agreement, Operator’s insurance shall be primary insurance as respects District and District’s Parties. Any liability insurance of District shall be excess of Operator’s insurance and shall not contribute with it. Operator shall require all contractors and subcontractors performing alteration or improvement work on the Facility in accordance with Section 10 to provide the same indemnification covenants and insurance coverage protective of Operator and District, as provided herein.

B. Indemnification/Hold Harmless: Operator agrees to indemnify, defend and hold harmless District and District’s Parties from and against any and all claims, liability, damages, losses, expense and costs (including costs and reasonable attorney fees in litigation) of any nature, including personal injury, death, or property damage, sustained by any person (whether Radio Control participant, spectator, or third party) in connection with or arising out of the design and operation of the Facility and the public’s use thereof, or in connection with Operator’s performance of its obligations hereunder or Operator’s failure to comply with such obligations, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of District. The indemnity obligation shall be binding on successors and assigns of Operator and shall survive termination or expiration of this Agreement.

Specific insurance requirements can be found in Attachment D – PVRPD Insurance Requirements and are subject to change based on the District Risk Management guidelines.

12. Use of photographs and video. Operator consents to and grants the District the right, without fees, to make and use video tape/digital, etc. recordings and still photographs of programs, classes and competitions of participants, spectators (including minor children) and facility employees and volunteers. Operator waives any right to review or approve the finished product or the use to which it may be applied.

13. Rental Payment by Operator. Operator shall pay to District, as rent for use and operation of the Facility, the monthly payments described below.

March 1, 2023 to February 28, 2024 – Two hundred eight five dollars (\$285) per month

March 1, 2024 to February 28, 2025 – Three hundred dollars (\$300) per month

Rent is due and payable to District monthly in arrears on the first (1st) day of each calendar month, and no later than the seventh (7th) day of the calendar month for the prior month. For example, Operator shall pay all rent due to District no later than October 7th for month ending September 30th.

A monthly Facility attendance record shall be delivered to the District with the monthly rent payment.

If a rent payment is received after the 7th day of any month, a late fee in the amount of one hundred (\$100) shall be charged and payable immediately.

14. Accounting Records: Operator shall maintain, at its sole expense, a comprehensive system of books, records, and accounts concerning its activities at the Facility. Such books, records, and accounts shall be kept on a fiscal year basis and based on the cash method of accounting in accordance with generally accepted accounting principles, consistently applied. Such books, records, and accounts shall include, without limitation, vouchers, questionnaires, and similar materials of general distribution, which are not expected to have a material effect upon the construction and operation of the Facility or the District. Operator shall retain such records for a period of not less than three (3) years. At District's request, Operator shall make its books, records and accounts available at the Facility or other location as specified by District for inspection by District and District's Parties during business hours.

Promptly upon Operator obtaining knowledge thereof, a statement describing all significant occurrences and circumstances (including significant personal injury to or death of any Facility patron, spectator, bystander, or third party) affecting the Facility or its operation, and all occurrences and circumstances affecting in any manner District's rights under this Agreement, shall be given to District. Without limiting the foregoing, Operator shall promptly notify District in writing of a claim or the commencement of any legal actions or proceedings affecting, or relating to, the Operator, the Facility, or the operations of Operator under this Agreement. In addition to the reports and records described in this paragraph and elsewhere in this Agreement, Operator at its sole expense shall furnish to District such further information concerning the operation, management, promotion, repair, servicing, and maintenance of the Facility, that may be requested from time to time by District.

15. Inspection of Facility. District and District's Parties shall have the right to enter upon the Facility at any and all reasonable times for the purpose of inspection of the Facility, including the Operator's improvements, equipment and fixtures, and for observation of Operator's activities. During these inspections District and District's Parties shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place in the Facility.

16. Relationship of Parties: The relationship of Operator to District under this Agreement shall be that of an independent contractor using District property for the operation of Operator's agreed use of facility as an independent third party. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the parties, and nothing in this Agreement shall be construed as creating a relationship of principal and agent. Operator shall have no right to obligate District in any manner whatsoever. Operator is and shall

be an independent contract operator responsible for performance of the obligation assumed by Operator under this Agreement and solely responsible for the operation and maintenance of the Facility. All personnel employed in connection with Operator's use and operation of the Facility shall be employees of Operator, and they shall have no employment relationship with District. Operator shall be solely responsible for all matters concerning the employment of such individuals, including, but not limited to, the hiring, promoting, supervision, training, discharge, and compensation of such personnel. Operator shall be solely responsible for establishing policies and procedures within the Roadrunner R/C Club bylaws relating to the employment of such personnel.

Notwithstanding the forgoing, Operator shall not discriminate against any employee because of race, creed, color, age, sex, sexual orientation, marital status, national origin, or handicap or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or determination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Operator agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this nondiscrimination clause. In its operation of the Facility Operator shall comply with the provisions of the California "Unruh Civil Rights Act" and the "California Fair Employment and Housing Act" together with all amendments and recodifications of said laws.

17. Safety: Operator must fingerprint and/or perform adequate background screening (LiveScan, for example) for all elected board members associated with the Operator as required by all applicable laws. Operator shall provide the District with a signed letter or documentation on an annual basis stating they have complied with performing a screening process.

Operator will submit a completed Accident/Incident Report (**Attachment B – Accident/Incident Report**) for any participants, spectators, volunteers, judges/referees or paid staff that may result in any claims against the **District** within seventy two (72) hours of the accident/incident or when the **Operator's** Board member(s) are first alerted to the incident.

Operator will develop, submit, and implement an Inclement Weather and Emergency Action Plan that gives directions to Operator's officials, members, and community members at the Facility should various potential weather or emergency circumstances area. This plan must include, but is not limited to, addressing what to do during a storm, natural disaster or other situation that may put some or all individuals in harm's way. These documents will be updated and provided to the District on an annual basis and/or each time this agreement is renewed as a reference to have on file. A copy of the current version of this Plan shall be attached to this Agreement as Attachment E. These documents must also be maintained at the Facility in a visible location at all times that the Operator is operating at the Facility.

18. Default: If Operator defaults in its performance of any provision contained in this Agreement after any applicable cure period, District may exercise any and all remedies which may be available to District pursuant to law, and District may exercise any and all remedies granted to District pursuant to this Agreement. Each and every covenant and Agreement contained herein to be kept and performed by Operator is expressly made a condition of this Agreement, and upon a breach thereof, if not promptly remedied by Operator, District may exercise any and all rights of entry upon the Facility and may terminate this Agreement.

In the event District determines that Operator has defaulted in any of its obligations under this Agreement, District shall deliver to Operator a written notice advising Operator of the provisions of this Agreement in which it is in default. The notice serves as notification that Operator shall have a right to remedy its defaults in performance of its obligations under this Agreement in accordance with the provisions of this paragraph. In the event Operator defaults in the payment of any funds to District, Operator shall have a period of seven (7) days within which to remedy the default. If Operator defaults in the performance of any other obligation under this Agreement, Operator shall have a period of thirty (30) days within which to remedy such default. If Operator does not remedy a default in its obligations under this Agreement pursuant to the remedy provisions provided above, all rights of Operator to use the Facility shall forthwith cease and terminate upon delivery to Operator of a notice of termination by the District.

In the event of termination for default, Operator shall receive no compensation for construction of any Facility improvements made by Operator. Upon termination of this Agreement, Operator shall remain liable for its obligations that have accrued up to and including the termination date and shall promptly pay to District all amounts due under the terms of this Agreement. Such payment shall be made as soon after the effective date of the termination, as such amounts are determinable upon the effective date of the termination.

19. Operation of Facility. In addition to its other covenants contained herein, Operator agrees to operate the Facility in an efficient manner as a high-quality Radio-Control car facility, and at all times maintain some organization and personnel sufficient to enable it to carry out all of its duties, obligations, and functions under this Agreement. Operator shall properly supervise and direct its membership and other parties implementing the performance of Operator's duties, obligations and functions under this Agreement and all applicable laws. Operator is solely responsible for the performance of its members and other parties. Further, Operator shall directly supervise, manage, and at Operator's sole expense, be responsible for all independent contractors, suppliers, and entities engaged in the operation, repair, maintenance, servicing, and promotion of Operator's organized activities on the premises and in any other activity in connection with the Facility and any other activity within the scope of this Agreement including, without limitation, those contractors, suppliers and entities: (a) necessary for the provision of all utility, repair, restoration, maintenance, and security services, (b) necessary or desirable for the efficient operation of a high quality "Radio-Control Track" facility, and (c) otherwise required by this Agreement. Without limiting the application of any higher standards required pursuant to (a), (b), and (c) immediately above, Operator at its sole expense shall comply with all requirements of the insurance policies and insurance carriers (including District's carriers) insuring the Facility.

20. Permits and Authorizations. Operator at its sole expense shall obtain and keep in full force and effect all necessary business licenses, permits, consents, and authorizations which may be necessary for the construction, maintenance, operation, management, promotion, repair, servicing, and occupancy of the Facility and for the performance by Operator of its duties and obligations under this Agreement. All such licenses, permits, consents, and authorizations shall be in the name of Operator.

Operator covenants that it shall take all actions necessary to establish and remain an organization in good standing and shall comply with all applicable California law related thereto.

21. Notices: Any notice required or permitted under this Agreement shall be in writing and be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

To the District
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, California 93010
Attention: General Manager
motten@pvrpd.org
805-482-1996 x114

To the Operator
Roadrunners RC Club
c/o Bill Secara
2766 Walker Avenue
Camarillo, CA 93010
roadrunner.rc1974@gmail.com 818-292-6492

Either party may from time to time specify in writing to the other party a different address to which notice shall be sent. All notices sent to that party following the giving of such notice shall be sent to the new address.

22. Assignment. The rights and obligations of the Operator shall not be assigned or transferred in any manner, either voluntarily or by operation of law, unless District specifically approves such assignment in writing. Violation of this provision is grounds for immediate termination of this Agreement by the District. District without prior consent of Operator may assign District's rights under this Agreement.

23. Successors and Assigns. Subject to the restrictions on transfers contained in this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Whenever in this Agreement a reference is made to any entity or party, such reference shall be deemed to include a reference to the successors and permitted assigns of such entity or party.

24. Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance by such other party of the obligations of that party under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such other party of the same or any other obligations of such other party under this agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of the rights thereof under this Agreement.

25. Additional Remedies. The rights and remedies of the parties under this Agreement shall not be mutually exclusive. The exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions of this Agreement.

26. Entire Agreement. This Agreement represents the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written Agreements, understandings, representations, and covenants.

27. Severability. If any provisions of this Agreement or the application thereof to any entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

28. Terminology. All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include the plural, and the plural shall include the singular. Titles of sections in this Agreement are for convenience only and neither limits nor amplifies the provisions of this Agreement. All references in this Agreement to sections shall refer to the corresponding article of this Agreement.

29. Amendment. No change, waiver, discharge or termination of this Agreement or any provision of this Agreement shall be binding upon any party to this Agreement unless it is set forth in a written instrument signed by the party against whom enforcement of change, waiver, discharge or termination is sought.

30. Interpretation. This agreement is the result of negotiations between the parties and each party has had the opportunity to consult with an attorney regarding its provisions. No provision of this agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, drafted or dictated such provision.

31. Governing Law Venue. This Agreement and the obligation of District and Operator shall be interpreted, construed and enforced in accordance with the laws of the State of California. Any litigation brought by the parties in connection with this Agreement shall be filed in a court of competent jurisdiction in the County of Ventura, State of California.

32. Alcohol and Drugs. At no time shall Operator or any persons thereof sell, give away, or allow the consumption of alcohol, tobacco or drugs at the Facility or on other property of District.

33. Recitals. The foregoing Recitals are incorporated herein by reference as if fully set forth.

34. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[Signatures on the next page.]

In witness whereof, District and Operator have executed this Agreement.
on (date)_____at Camarillo, California.

“District”:
Pleasant Valley Recreation and Park District,
a California Special District

By: _____
Its: _____
Date: _____

ATTEST:

Clerk of the Board

“Operator”
Roadrunners R/C Club

By: Bill Secara
Its: President of Roadrunner R/C Club
Date: _____

By: Austin Sarnelle
Its: Vice-President of Roadrunners R/C Club
Date: _____

Attachments

1. Attachment A – Property Map
2. Attachment B – Accident & Incident Report Form
3. Attachment C – Facility Alterations
4. Attachment D – Operator Insurance Requirements
5. Attachment E – Operator Provided Emergency Action Plan





**Pleasant Valley
Recreation and Park District**

1605 E. Burnley Street, Camarillo, CA 93010
Phone: (805) 482-1996 Fax: (805) 482-3468 www.pvrpd.org

ACCIDENT REPORT Date of Report: _____

Person's Name: _____ Age: _____ Sex: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Date of Accident: _____ Time: _____ Facility: _____

Program: _____ Employee in Charge of Facility/Program: _____

Disposition: Home: _____ Hospital (Name): _____

Doctor: _____ Other: _____ Taken By: _____

Ambulance Service (Name): _____

Description of Injury: _____

Part(s) of Body Injured: _____

Description of Accident: _____

Describe First-Aid Administered: _____

Witnesses

Name: _____ Phone: (_____) _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone: (_____) _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone: (_____) _____

Address: _____ City: _____ State: _____ Zip: _____

ACCIDENTS: All accidents must be reported to the District Office (482-1996) immediately.

Report completed by: _____ Title: _____ Date: _____

Supervisor Signature: _____ Date: _____

General Manager Signature: _____ Date: _____

Risk Manager Signature: _____ Date: _____

Pleasant Valley Recreation and Park District

INCIDENT REPORT

(All reports due in office within 24 hours)

Location Name: _____ Date: _____

Time incident occurred (or possible time span): _____

Name of individual (if known): _____ Age: _____

Address: _____ Phone: _____

Nature of incident (give detailed description): _____

What damage resulted? Describe: _____

Did you witness the incident? _____ Any other witnesses? Name(s): _____

Describe action taken: _____

Recommendations: _____

Costs: Labor \$: _____ Material \$: _____

Person reporting: _____ Date: _____

Office follow-up: _____

ATTACHMENT D

Development of Site

During the term of this Agreement, the Premises (field, facilities, **District** furnishings) may require modification or development to meet the needs of the **Organization**.

- A. In such event, all costs incurred in such work shall be borne by the **Organization** without contribution from the **District**, unless agreed upon in writing by both parties that the **District** will share in the cost of the work. If the **District** shares in the cost of the work, **Organization** understands and agrees that the work will be subject to the payment of prevailing wages and agrees to indemnify and hold the **District** harmless from any claims, actions, or penalties in connection the failure to properly pay or report prevailing wages.
- B. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the **District** for review prior to any work being performed. The **District** shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by the **Organization**. If either the **Organization** or the **District** so requests, a meeting shall be held between representatives of the **Organization** and the **District** to resolve problems or clarify matters related to the plans and specifications. If the **District** finds the plans and specifications to be acceptable, it shall so advise the **Organization** in writing, and the **Organization** shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the **District** the **Organization** shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the **District**. Any construction by **Organization** shall be in strict accordance with all local building codes and requirements. Any project having an estimated value greater than \$25,000 will be required to follow the **District's** formal bidding procedures.
- C. All modifications, improvements, and additions performed by the **Organization** shall be completed in strict accordance with the plans and specifications which have been approved by the **District**, using materials and construction techniques which are consistent with **District** standards. Construction by the **Organization** shall be in strict accordance with all local building codes and requirements.
- D. In the event that a temporary or permanent alteration is made by **Organization** to the Premises, **Organization** shall provide such faithful performance bonds and labor and material bonds as **District** may reasonably demand. The terms and provisions of the construction contract to accomplish any such alterations shall be subject to the prior written approval of the **District General Manager** and/or his or her designee and shall be in strict accordance with all local and state building codes and requirements including prevailing wage and bidding requirements when applicable.

- E. The **District** reserves for itself the right to inspect all such work. Accordingly, the **Organization** shall plan and coordinate such work with the **District** to provide for such inspection. In the event **District** inspectors determine that work is not being performed in accordance with the plans and specifications, the **Organization** shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and the specifications, the **District** may, at its option, require termination of work on such modification or development, or **District** may correct such deficiencies and all costs so incurred shall be paid by the **Organization** within ten (10) days after submission of an itemized statement.
- F. During any modification, improvements or new additions, the **Organization** shall assign a person to coordinate work being performed with **District** personnel. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with **District** staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.



PLEASANT VALLEY RECREATION & PARK DISTRICT

INSURANCE CERTIFICATE AND ENDORSEMENT REQUIREMENTS

Pleasant Valley Recreation & Park District (PVRPD) requires a **Certificate of Insurance (COI)** for **your event naming PVRPD as the certificate holder**. The COI must be received by the District **no later than 30 days prior to your event**.

Along with the insurance certificate, a **separate Endorsement Page** must be provided naming PVRPD as **additionally insured**. The **Cancellation Clause** should read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

Minimum liability limits are \$2,000,000 per occurrence and \$4,000,000 general aggregate

THE INSURANCE CERTIFICATE SHOULD NOTE THE FOLLOWING INFORMATION:

- Dates of operation (if no specific date, then insurance can be kept on file and be good for the life of the policy)
- Location of operation
- Name of your organization/business/group

The following information should be typed in the "Certificate Holder" section:

**Additionally Insured:
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010**

Please mail/deliver or FAX to:

**PVRPD
1605 E. Burnley Street
Camarillo, CA 93010
FAX: (805) 482-3468**

Additional Insured Endorsement

Certificates of Insurance without endorsements do not protect the additionally insured (in this case, PVRPD). An endorsement is required because, as noted on an insurance certificate: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy."



This separate Endorsement Page will need to list:

- Policy number
- Wording that states “This endorsement changes the policy”
- Wording that states “This endorsement modifies insurance provided under the following:
Commercial General Liability Coverage Part: SCHEDULE
- Name of Person or Organization that is being Additionally Insured:
Pleasant Valley Recreation and Park District
1605 E. Burnley St
Camarillo, CA 93010

Additional Info to Note: The Operator will need to agree to abide by the following:

- A. General liability insurance: the Operator shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- B. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Operator shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days’ notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
- C. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Operator maintains higher limits than the minimums shown above, the Pleasant Valley Recreation & Park District requires and shall be entitled to coverage for the higher limits maintained by the Operator. Any available insurance



proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Pleasant Valley Recreation & Park District.

A. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A Operator shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The Operator agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The Operator further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. Pleasant Valley Recreation & Park District reserves the right to immediately revoke Operator’s right to use of the facility under this agreement should Operator fail to comply with any provision of this section.

B. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Pleasant Valley Recreation & Park 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 Operator waives any right of recovery against Pleasant Valley Recreation & Park District and the Operator shall not charge results of “acts of God” to Pleasant Valley Recreation & Park District its officers, employees, or agents.

Signature – Adam Poe

Date

EMERGENCY ACTION and Inclement Weather Plan



Roadrunners R/C Club

**Freedom Park
520 Freedom Park Road
Camarillo, CA 93010**

**- cross street -
E. Pleasant Valley Road**

2023



1. Emergency Action Plan

1.1 Emergencies and natural disasters can and do happen, and predicting their nature, form and timing is challenging, if not unattainable. Upon report of an emergency or natural disaster, specific directions will generally not be immediately available from police. Race track occupants will need to use common sense, and decide what action to take on their own depending on their proximity to the threat and their own comfort level. At all times, it is imperative to remain vigilant and, when necessary, reduce or eliminate hazards and emergencies at the race tracks. Consider creating a portable emergency kit customized to meet your family's needs including essential medications, a First Aid kit, food, water, and any other items that may be helpful. When families are prepared and use common sense, the fear and loss that accompany emergencies and disasters are greatly reduced.

1.2 Activation of Emergency Action Plan

1.2.1 Call 911 and/or notify a Roadrunners RC Club Board member who is present at the tracks.

1.2.2 Assess the situation using all available information. If an AIR HORN is sounded it means lightning or other danger may be imminent.

1.2.3 Decide whether to shelter in place or evacuate.

1.2.4 If lightning occurs you should seek shelter.

1.2.5 SAFER AREAS are inside fully enclosed vehicles and buildings.

1.2.6 UNSAFE AREAS are in open areas like fields or parking lots, anywhere near metal objects such as flagpoles, light poles, and under trees.

1.2.7 After inclement weather warnings, if racing were to proceed, you must wait at least half an hour after the last lightning strike. Roadrunners RC Club Board member along with PVRPD personnel will make final call as to whether the tracks are useable.

1.2.8 In case of earthquake while at the race tracks, please ensure safety by not standing near a structure, light poles, or any object that may fall or cause injury.

1.2.9 If there is an active shooter, major protest or other large-scale event, the race tracks will be evacuated and remain closed until the police declare the area safe.

1.2.10 Remain vigilant – Help keep the children safe and calm, and gather additional facts about the emergency if you are able.

1.2.11 Once guidance is provided by emergency personnel be sure to cooperate to enhance the response and recovery processes in place.

2. Missing children

2.1 Children can wonder off from their responsible adult. A minute can seem like an eternity. Certain steps can be taken to help locate a child who is looking for their missing parent. To assist in the locating of missing children, please ensure that one always has a current photo of the child and remembers what the child was last seen wearing.

2.1.1 Reach out to the other parents at the tracks to assist in the search.

2.1.2 All gates leading to streets, parking lots, and park should be closed.

2.1.3 Tell the closest Race Director who can then locate a Roadrunners RC Club Board member who is at the track.

2.1.4 If one feels that contacting Law Enforcement is best – the non-emergency Camarillo Police Department number is 805-388-5100 or by calling 911.

3. Airplane accident

3.1 Due to the proximity of the runway or the Camarillo Airport while racing at Freedom Park tracks, one must be aware of the potential for an airplane accident to occur near or at the tracks

3.1.1 In case of an airplane accident on or near tracks, call 911 and contact a Roadrunners RC Club Board member

3.1.2 Leave the unsafe area and head towards an area furthest from the scene of the accident.

3.1.3 When possible, leave the tracks in any cars that are available.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: March 1, 2023

**SUBJECT: RATIFICATION OF URGENCY PURCHASE OF 2023
FORD MAVERICK**

SUMMARY

As part of the 2021-2026 Strategic Plan, the District is working to incorporate green initiatives and sustainability practices. The Board appropriated funds in the amount of \$35,000 to purchase a new hybrid fleet vehicle. This new fleet vehicle will serve as a safer, more fuel-efficient replacement than the older gas counterpart as it can switch between gas and electric motors.

BACKGROUND

At the April 24th, 2022 budget workshop meeting, park staff presented to the Board their budget and capital improvement plans. On July 7, 2022, the Board of Directors approved the FY 2022/2023 budget and as part of the process, the Board allocated \$35,000 for fleet vehicle replacement. The vehicle slated to be replaced is the oldest ranger vehicle in the fleet, a 2005 Ford Escape with 190,000 miles on it. The current ranger vehicle is a 2017 Ford Escape with 180,500 miles on it.

The Parks Department currently has fleet vehicles which range from 1989 to 2021. Staff has made a number of repairs and replaced parts to keep our fleet in service and safe. The typical usable life of a gasoline engine is around 150,000 miles with accelerated maintenance cost beginning around 100,000 miles. Introducing a new vehicle to the fleet should improve fuel consumption, as well as reduce maintenance costs over the aging fleet vehicles.

ANALYSIS

The purchase of a new vehicle will assist the District in moving forward in both fleet management and economization. The District has identified the Ford Maverick hybrid as a more fuel-efficient vehicle that will be able to save on gas and help reduce emissions while still getting the range capabilities of a gas vehicle. This vehicle will result in the decommissioning of a 2005 Ford Escape that has nearly 190,000 miles. The degraded vehicle will be surplus once the District takes delivery of the new vehicle. The new vehicle will provide the Parks Department with a vehicle that can be more useful, allow for easier storage access, better fuel economy, and allow for improved safety features.

After the September 2022 board meeting, the Board approved a Request for Proposal for a new 2023 Ford Maverick. The District made public the Request for Proposal and solicited card dealerships to submit bids. Unfortunately, due to supply chain issues resulting from the COVID-19 pandemic, no local dealers had the inventory available to respond to the bid and the deadline passed with zero responses.

Staff has been periodically contacting dealers within a 100 mile radius to check on inventory and see if a 2023 Ford Maverick might be available for a dealer to bid. For the last five months, staff was unable to find a dealer with inventory. However, on Thursday, January 24th, staff was able to track down a dealer who had three Mavericks in stock. By the time staff spoke with the main contact later that day, the dealer had already sold one. The dealer was unable to hold the vehicle for the time it would take to resubmit and process a new Request for Proposal.

Due to the difficulty in tracking down a Maverick that matched the specifications the Board had previously approved, staff and the General Manager met to discuss options. In the Purchasing Policy, the General Manager has the authority to make an Urgency Purchase “For reasons determined by the General Manager.” Since it had taken over 5 months to find inventory for the Maverick, inventory was near impossible to find, and the Board had previously authorized \$35,000 to purchase the vehicle, the decision was made to purchase the Maverick as an Urgency Purchase.

The total cost of the Maverick was \$31,354.58, which is \$3,645.42 less than the approved budget amount. It was paid for and delivered on February 3, 2023.

The Purchasing Policy requires the Board to be made aware of and to ratify the purchase within 30 days.

FISCAL IMPACT

There is no fiscal impact at this time. However, this ratification of the 2023 Ford Maverick purchase will approve the \$31,354.58 purchase made on February 3, 2023.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.4: Create Green initiatives and sustainability program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost of savings of these methods as well as grant opportunities.

F. As capital funding allows, when applicable, purchase reduced or zero emission vehicles.

RECOMMENDATION

It is recommended that the Board of Directors approve ratification of the urgency purchase of the 2023 Ford Maverick made on February 3, 2023.

ATTACHMENTS

- 1) Ford Maverick Signed Purchasing Documents (17 pages)
- 2) Request for Proposal Ford Maverick Sept 2022 (3 pages)

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) Pleasant Valley Recreation/Park District 1605 E Burnley St Camarillo, CA 93010-4524 Ventura	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) Ken Grody Ford 6211 BEACH BOULEVARD BUENA PARK, CA 90621
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
New	2023	Ford Maverick	44	3FTTW8E33PRA07693	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 31,354.58 (e)	\$ 31,354.58 (e)	\$ 0.00 is \$ 31,354.58 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
1 Payments	\$ 31,354.58	Monthly beginning 03/19/2023
N/A	\$ N/A	N/A
One final payment	\$ N/A	N/A

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X A *Mary Otten*

Co-Buyer X A *N/A*

Seller X A *[Signature]*

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X B *N/A* Co-Buyer Signature X B *N/A*

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X C *Mary Otten* Co-Buyer Signs X C *N/A*

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ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 28,690.00 (A)

1. Cash Price Vehicle \$ 28,690.00

2. Cash Price Accessories \$ N/A

3. Other (Nontaxable) Describe N/A \$ N/A

4. Other (Nontaxable) Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 80.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) N/A \$ N/A (D1)

2. (paid to) N/A \$ N/A (D2)

3. (paid to) N/A \$ N/A (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) N/A \$ N/A (E1)

2. (paid to) N/A \$ N/A (E2)

F. EV Charging Station (paid to) N/A \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ 2,085.83 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) M.V.S.C. \$ 33.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) N/A \$ N/A (I1)

2. (paid to) N/A \$ N/A (I2)

3. (paid to) N/A \$ N/A (I3)

4. (paid to) N/A \$ N/A (I4)

5. (paid to) N/A \$ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (J)
(see downpayment and trade-in calculation)

K. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (K)
(see downpayment and trade-in calculation)

L. (Optional) Debt Cancellation Agreement \$ N/A (L)

M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (M)

N. Other paid to N/A For N/A \$ N/A (N)

O. Other paid to N/A For N/A \$ N/A (O)

Total Cash Price (A through O) \$ 30,888.83 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees \$ 187.00 (A)

B. Registration/Transfer/Titling Fees \$ 270.00 (B)

C. California Tire Fees \$ 8.75 (C)

D. Other N/A \$ 0.00 (D)

Total Official Fees (A through D) \$ 465.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance) \$ N/A (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (4)

5. Subtotal (1 through 4) \$ 31,354.58 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ N/A (A)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) \$ N/A (C)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ 0.00 (E)

F. Other N/A \$ N/A (F)

G. Other N/A \$ N/A (G)

H. Other N/A \$ N/A (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 0.00 (I)

Total Downpayment (C through I) \$ 0.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ 31,354.58 (7)

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1L of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Debt Cancellation Agreement

I want to buy a debt cancellation agreement.
Buyer Signs X D N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 11.

I1 Company N/A
Term N/A Mos. or N/A Miles

I2 Company N/A
Term N/A Mos. or N/A Miles

I3 Company N/A
Term N/A Mos. or N/A Miles

I4 Company N/A
Term N/A Mos. or N/A Miles

I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X E N/A

Trade-In Vehicle(s)

1. Vehicle 1
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property \$ N/A
b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
c. Agreed Value of Property Being Traded-In (a-b) \$ N/A
d. Prior Credit or Lease Balance \$ N/A
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property \$ N/A
b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
c. Agreed Value of Property Being Traded-In (a-b) \$ N/A
d. Prior Credit or Lease Balance \$ N/A
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c) \$ N/A *
Total Prior Credit or Lease Balance (1d+2d) \$ N/A *
Total Net Trade-In (1e+2e) \$ N/A *
(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.
SELLER'S INITIALS N/A

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OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- You start a proceeding in bankruptcy or one is started against you or your property;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

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- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. **You agree that you will within a reasonable time notify us of any change in your name, address, or employment. You also agree to allow our agents and service providers to contact you as agreed above.**

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

Seller's Right to Cancel

- Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X F *Mary Otten* Co-Buyer Signs X F N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X G *Mary Otten* Co-Buyer X G N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X H *Mary Otten* X H N/A

All references in this contract to "debt cancellation agreement" shall be replaced with "debt cancellation agreement or guaranteed asset protection waiver".

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X I *Mary Otten* Co-Buyer Signature X I N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X J *Mary Otten* Date 02/02/2023 Co-Buyer Signature X J N/A Date N/A
Buyer Printed Name Pleasant Valley Recreation/Park District Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Address N/A Guarantor X N/A Date N/A Address N/A

Seller Signs Ken Grody Ford Date 02/03/2023 By X KL Title finance

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

AGREEMENT TO FURNISH INSURANCE POLICY
(TO BE USED WITH SECURITY AGREEMENT ON SALE OF VEHICLE)

Date 01/27/2023

TO SELLER KEN GRODY FORD

6211 BEACH BLVD BUENA PARK CA 90621

The undersigned Purchaser(s) agree(s) to furnish his/their own Insurance Policy, covering property which is the subject of a Security Agreement dated this 27TH day of JANUARY, YR 2023

The vehicle referred to herein is described as follows:

Year	Make	Model	Body	Vehicle Identification No.
2023	FORD	MAVERICK	XL	3FTTW8E33PRA07693

Such Insurance Policy must be delivered to the Seller within _____ days from the date hereof, and if Seller does not receive such Policy by the time stated, Seller may (but is not required to) procure insurance of the kind and type agreed to be furnished under the terms of the above mentioned Security Agreement.

Ins.Co. _____ Agent _____

ADDRESS OF AGENT - STREET _____ CITY _____ STATE _____ ZIP _____ AGENT'S PHONE NUMBER _____

Policy No. _____ Exp. Date _____

Fire & Theft - Additional Coverage - \$ _____ Deductible Comprehensive - \$ _____ Deductible Collision

In the event I fail to furnish a valid insurance policy, or written evidence, from an insurance company for comprehensive and deductible collision insurance coverage, within the time specified from above date, I hereby agree to pay to Seller or its assignees any earned premium for any policy they may have to place for the above described vehicle in accordance with repayment procedures established under California Civil Code Section 2982.8.

I/we further agree to assume forthwith any and all responsibility for damage to the property referred to above or resulting from the use, maintenance or operation thereof, and agree to hold Seller free of any loss, claim, or liability resulting from any damage to said property or from the use, maintenance or operation thereof.

Loss Payee _____

NOTICE TO BUYER: This Agreement does not authorize the ordering of **Public Liability or Property Damage Insurance**.

Any insurance ordered by the financial institution will cover loss of or damage to the above described vehicle only and **will not include Public Liability or Property Damage Insurance**.

"WARNING: IT IS YOUR RESPONSIBILITY UNDER CALIFORNIA LAW TO OBTAIN LIABILITY INSURANCE OR BE SUBJECT TO PENALTIES FOR VIOLATING SECTION 16020 OF THE VEHICLE CODE, WHICH MAY INCLUDE LOSS OF LICENSE OR A FINE. THE INSURANCE ACQUIRED BY THE LIENHOLDER DOES NOT PROVIDE LIABILITY COVERAGE AND DOES NOT SATISFY YOUR RESPONSIBILITY UNDER CALIFORNIA LAW."

PLEASANT VALLEY RECREATION/PARK DISTRICT 1605 E BURNLEY ST CAMARILLO CA 93010

BUYER'S NAME (Printed)

ADDRESS

805-482-1996 x115

HOME PHONE

BUSINESS PHONE

X

BUYER'S SIGNATURE

X

N/A

CO-BUYER'S SIGNATURE

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THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

NUMBER: 608025; CUSTOMER ID: 1169478; STOCK NUMBER: B230676_R_PCA_YLAW228RS_613 02/01/23 7:16

Mary Otten



NOTIFICATION OF ALTERNATIVE FORMS OF FINANCIAL RESPONSIBILITY

California requires that financial responsibility be maintained on any vehicle that is operated or parked on California roadways. If you received a Notice of Intent to Suspend letter, DMV does not have a record of insurance coverage for the vehicle. Complete this form to identify the vehicle and return to DMV with a copy of the evidence of coverage.

Mail this completed form **with attachments** to: **DMV – Vehicle Insurance Program (VIP) Unit**
Mail Station N305
P.O. Box 997408
Sacramento, CA 95899-7408

SECTION 1 — VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER 3FTTW8E33PRA07693		VEHICLE MAKE FORD
LICENSE PLATE NUMBER (IF AVAILABLE)	CA NUMBER (IF AVAILABLE)	YEAR MODEL 2023 / MAVERICK

SECTION 2 — VEHICLE COVERAGE

My vehicle is covered by one of the following: (Check box and complete section)

COMMERCIAL INSURANCE (A commercial/business liability insurance policy) – Submit a copy of the fleet insurance identification card or a copy of the Declarations Page of your policy with this form.

NAME OF INSURED Pleasant Valley Recreation/Park District	
NAME OF INSURANCE COMPANY	NAIC NUMBER
COMMERCIAL POLICY NUMBER	POLICY EXPIRATION DATE

CASH DEPOSIT – Submit a copy of the DMV acknowledgement letter showing the deposit number with this form.

DEPOSIT NUMBER

SELF-INSURANCE – Submit a copy of the DMV acknowledgement letter with the assigned self-insured number and the expiration date with this form.

SELF INSURANCE NUMBER	EXPIRATION DATE
-----------------------	-----------------

SURETY BOND – Submit a copy of a current surety bond for \$35,000 from a company licensed to do business in California with this form.

NAME OF INSURED		
NAME OF INSURANCE COMPANY	SURETY BOND NUMBER	EXPIRATION DATE

SECTION 3 — CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE X <i>Mary Otten</i>	DATE 01/27/2023
PRINTED NAME OF PERSON SIGNING FOR : PLEASANT VALLEY RECREATION/PARK DISTRICT	DAYTIME TELEPHONE NUMBER 805-482-1996 x115

DEAL NUMBER: 608025; CUSTOMER ID: 1169478; STOCK NUMBER: B230676 R_PCA_REG5085_1110 - 02/01/2023 7:16:57 PM

DUE BILL

Service Hours

Service Phone Number (714) 521-3110

Sales Manager STEPHANIE SALTI

Identification of Parties					
Buyer/Lessee Name(s) ("you") PLEASANT VALLEY RECREATION/PARK DISTRICT			Phone		
Address 1605 E BURNLEY ST	Street CAMARILLO	City CAMARILLO	State CA	Zip 93010	Contract Date 01/27/2023
Dealership ("dealer") KEN GRODY FORD				Salesperson OLE CHRISTENSEN	
Identification of Vehicle ("Vehicle")					
Year 2023	Make FORD	Model MAVERICK	VIN 3FTTW8E33PRA07693	Stock Number B230676	
Section A: Acknowledgment of Work					
<p>You acknowledge that the work described in this Section A, if any, is the only work that you are entitled to have performed at no additional charge. If you request any additional work, dealer will provide you with an estimate of charges for your approval prior to performing the additional work.</p>					
A.1. _____					
A.2. _____					
A.3. _____					
A.4. _____					
A.5. _____					
Section B: Acknowledgment of Accessories					
<p>You acknowledge that the charges for the accessories described in this Section B, if any, were disclosed to you and included in the retail installment sale or lease contract you entered into for the purchase or lease of the Vehicle with your consent. These accessories are the only accessories that you are entitled to have installed at no additional charge. If you request additional accessories, dealer will provide you with an estimate of charges for your approval prior to installation of such accessories.</p>					
B.1. _____					
B.2. _____					
B.3. _____					
B.4. _____					
B.5. _____					

NUMBER: 608025; CUSTOMER ID: 1169478; STOCK NUMBER: B230676 R_PCA_YVLAW412Q_713 02/01/23 7:16:

PLEASE NOTE THAT LOANER CARS WILL NOT BE AVAILABLE WHILE THE WORK/INSTALLATION IS BEING PERFORMED
PLEASE CONTACT OUR SERVICE DEPARTMENT AS SOON AS POSSIBLE TO SCHEDULE AN APPOINTMENT

01/27/2023

Date

Buyer's Signature

N/A

Co-buyer's Signature

01/27/2023

Date

Dealer Representative's Signature

Pre-Contract Disclosure (Retail Installment Sale Contract)

Identification of Parties				
Buyer Name(s) ("you") PLEASANT VALLEY RECREATION/PARK DISTRICT				Contract Date 01/27/2023
Address: Street 1605 E BURNLEY ST		City CAMARILLO	State CA	Zip 93010
Dealership KEN GRODY FORD				Buyer's Telephone Dealer's Telephone (714) 521-3110
Identification of Vehicle ("Vehicle")				
Year 2023	Make FORD	Model MAVERICK	VIN 3FTTW8E33PRA07693	

Optional Goods and Services

The following goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

<input type="checkbox"/>	Optional Theft Deterrent Device(s):		
	(1) N/A	\$	N/A
	(2) N/A	\$	N/A
	(3) N/A	\$	N/A
<input type="checkbox"/>	Optional Surface Protection Product(s):		
	(1) N/A	\$	N/A
	(2) N/A	\$	N/A
<input type="checkbox"/>	Optional Service Contract(s):		
	(1) N/A	\$	N/A
	(2) N/A	\$	N/A
	(3) N/A	\$	N/A
	(4) N/A	\$	N/A
	(5) N/A	\$	N/A
<input type="checkbox"/>	Optional Debt Cancellation Agreement(s):	N/A	\$ N/A
<input type="checkbox"/>	Optional Vehicle Contract Cancellation Option Agreement:	N/A	\$ N/A
<input type="checkbox"/>	Optional Insurance Product:	N/A	\$ N/A
			Total \$ N/A

Installment Payment EXCLUDING Listed Items: \$ 31354.58

Installment Payment INCLUDING Listed Items: \$ 31354.58

THE ABOVE INSTALLMENT PAYMENTS INCLUDE THE ITEMS DESCRIBED ABOVE, THE PRICE OF THE VEHICLE, GOVERNMENT FEES AND TAXES, FINANCE CHARGES, AND THE ADDITIONAL CHARGES SHOWN BELOW.

Other Goods, Services and Miscellaneous Charges					
Cash Price of Additional Accessories	\$	N/A	Emissions Testing Charge	\$	N/A
Other (Nontaxable)			Prior Credit or Lease Balance	\$	N/A
N/A	\$	N/A	Other (to whom paid) N/A	\$	N/A
N/A	\$	N/A	For: N/A		
EV Charging Station	\$	N/A	Other (to whom paid) N/A	\$	N/A
Electronic Vehicle Registration or Transfer Charge	\$	33.00	For: N/A		
Document Processing Charge	\$	80.00	Other (to whom paid) N/A	\$	N/A
			For: N/A		

By signing below, you acknowledge:

- All of the charges described above will be included in the retail installment sale contract accompanying the purchase of the Vehicle.
- This document was presented to you prior to signing the retail installment sale contract and you consent to including all the above charges in the retail installment sale contract.
- The goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

01/27/2023

Date



Buyer's Signature



Co-Buyer's Signature

LAW FORM NO. LAWCA-PCD 3/19_P (Rev. 3/19)
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DEAL NUMBER: 608025; CUSTOMER ID: 1169478; STOCK NUMBER: B230676 R_PCA_YYP0D_0319 02/01/23 7:16:58 PM

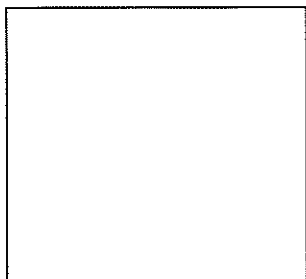
Thumbprint Disclosure / Divulgación de huella digital

Identification of Parties / Identificación de las Partes			
Buyer Name ("you") / Nombre del comprador/arrendatario ("usted") PLEASANT VALLEY RECREATION/PARK DISTRICT			Today's Date / Fecha actual 01/27/2023
Address (Street) / Dirección (calle) 1605 E BURNLEY ST CAMARILLO, CA 93010	City / Ciudad	State / Estado	Zip / Código postal

Identification of Vehicle / Identificación del Vehículo				
Year / Año 2023	Make / Marca FORD	Model / Modelo MAVERICK	VIN / NIV 3FTTW8E33PRA07693	Deal # / Acuerdo # 608025

As part of this dealership's commitment to preventing identity theft, it is our policy to request a thumbprint of each customer who is purchasing a vehicle on credit or leasing a vehicle.

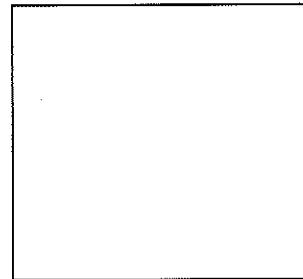
Como parte del compromiso contraído por este concesionario para prevenir el robo de identidades, es nuestra política solicitar la huella digital de cada cliente que compre un vehículo con un préstamo o que lo arriende.



BUYER / COMPRADOR

The box above contains the buyer/lessee's
El cuadro de arriba contiene el comprador conjunto/arrendatario conjunto:

- Right thumbprint
Huella digital del pulgar derecho
- Other print (specify)
Otra impresión (especificar): _____



CO-BUYER / COMPRADOR MANCOMUNADO

The box above contains the co-buyer/co-lessee's
El cuadro de arriba contiene el comprador conjunto/arrendatario conjunto:

- Right thumbprint
Huella digital del pulgar derecho
- Other print (specify)
Otra impresión (especificar): _____

I UNDERSTAND THAT THE ABOVE INFORMATION PROVIDED IS FOR MY PROTECTION AGAINST IDENTITY THEFT. I HEREBY CERTIFY THAT I AM THE PERSON STATED ABOVE BY SIGNING BELOW AND AFFIXING MY THUMBPRINT / FINGERPRINT TO THIS FORM.

ES DE MI CONOCIMIENTO QUE LA INFORMACIÓN PROVEÍDA EN LA PARTE SUPERIOR ES PARA MI PROTECCIÓN EN CONTRA DE ROBO DE IDENTIDAD. POR ESTE MEDIO YO CERTIFICO QUE YO SOY LA PERSONA QUE SE NOMBRA EN LA PARTE SUPERIOR POR MEDIO DE MI FIRMA EN LA PARTE INFERIOR Y AL SUSCRIBIR MI HUELLA DIGITAL DERECHA A ESTA FORMA.

Mary Otten

Buyer's Signature / Firma del comprador

N/A

Co-Buyer's Signature / Firma del comprador mancomunado

Cell Phone / Número de su celular

Cell Phone / Número de su celular

E-Mail / Correo Electrónico

E-Mail / Correo Electrónico

Business Credit Application: Business Applicant

Trade Name of Business Pleasant Valley Recreation/Par		Business Type Corporation		State of Incorporation	
Legal Name of Business Pleasant Valley Recreation/Park District				Type of Business	
Business E-Mail Address				Business Phone Number (805) 208-2883	
Tax ID 11-1111111		Date of Incorporation		Years in Business	
Bankruptcy Indicator		Bankruptcy Date	Repossession Indicator		Repossession Date
Present Address Line 1 1605 E Burnley St		Time at Present Address	Mortgage Type	Monthly Rent / Mortgage Amount	
Present Address Line 2		City Camarillo	County Ventura	State CA	ZIP 93010-4524
Principal Last Name		First	Initial	Suffix	Years as Principal
Principal Employer Address Line 1		Principal's Title		Principal's Relationship	
Principal Employer Address Line 2		City	State		ZIP
Percent of Ownership	Principal's Yearly Income	How Long as Owner / Operator		Principal DOB	Principal Ph.#
2nd Principal Last Name		First	Initial	Suffix	2nd Principal's Title
2nd Principal DOB		2nd Principal Ph. #			
Operator Last Name		First	Initial	Operator's Relationship	
Operator Present Address Line 1					
Operator Present Address Line 2		City		State	ZIP
Insurance Company			DUNS		
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.					
Bank Name		Bank Telephone Number		Bank Account Type Code	
Bank Address Line 1				Account Number	Account Balance
Bank Address Line 2		City		State	ZIP
Name of Accountant			Accountant Telephone Number		Accountant Fax Number
Accountant Address Line 1					
Accountant Address Line 2		City		State	ZIP
Current Assets	Intangible Assets	Fixed Assets	Total Assets	Current Liabilities	
Long Term / Direct Liabilities	Total Liabilities	Capital	Earned Surplus	Annual Sales	
Gross Profit (Monthly Income)	Net Profit	Working Capital	Total Net Worth	Debt / Total Net Worth	Current Assets / Liabilities Ratio
Creditor #1 Name / Address				Creditor #1 Balance	Creditor #1 Payment
Creditor #2 Name / Address				Creditor #2 Balance	Creditor #2 Payment
Company Financing Auto Loan	Previous Auto Loan Acct. Number		Previous Auto Loan Balance		Previous Auto Loan Payment

CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY USING ELECTRONIC RECORDS AND SIGNATURES

You have indicated that you wish to receive, sign, or transmit documents relating to your Transaction with us electronically. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically instead. We also need your general consent to use electronic records or signatures in our Transaction with you.

In this Consent, the words "we," "us," and "our" mean (i) the DEALERSHIP from whom you are purchasing or leasing your motor vehicle (the "DEALERSHIP") and (ii) any assignee of the financing contract or lease agreement, or the original creditor on a loan agreement (the "FINANCING INSTITUTION"). The words "you" and "your" mean the person giving consent as well as any co-applicants and co-owners of any product or service we provide to the person giving consent as part of this Transaction. "Transaction" means your application for credit, the retail installment sales contract, loan agreement, or lease agreement providing for the purchase or lease of a motor vehicle, and the review, execution, and delivery of the documents related to your purchase or lease. It also includes the purchase of all related products and services provided to you and described in the Communications. "Communication(s)" means each disclosure, notice, retail installment sales contract, loan agreement, lease agreement, undertaking, fee schedule, periodic statement, record, document, or other information we provide to you, or that you sign or submit or agree to at our request, in connection with the Transaction.

1. Your Consent. You (i) agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form; and (ii) consent to receiving any of the Communications we provide to you via email, text message, or other electronic medium. We may also use electronic signatures and obtain them from you on any Communication, even if we provide you the Communications in paper form.

The Communications may be presented, executed, and delivered at the DEALERSHIP, or, for eligible online transactions, via our Signature and Document Delivery Service and Website.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. If you decide to withdraw consent before you complete the Transaction, you may do so by selecting the "Withdraw Consent" option available on each page of the electronic signature process. The "Withdraw Consent" option will either appear on the left side of the screen, or under the action menu at the upper left corner of the screen. If you withdraw consent before the Transaction is complete, you will be required to restart the Transaction.

Your withdrawal of consent with respect to this Transaction does not affect any other consent you have given us at any other time to use electronic records and signatures, and it does not affect the legal effectiveness, validity, or enforceability of the electronic Communications that were provided to you before your withdrawal became effective.

3. How to Update Your Contact Information. It is your responsibility to provide us with accurate and complete e-mail address, mobile/cellular telephone number, and other contact information at the time of your Transaction and after the time of your Transaction, when your contact information changes. To update your information during the Transaction, please notify our representative assisting you with your Transaction; to update your contact information after the time of your Transaction, please notify your Financial Institution.

4. Hardware and Software Requirements. To receive or retain electronic Communications, you must have access to:

Browser Options:

This Signature and Document Delivery Service and Website will support the most Current Version of the major desktop, laptop, and tablet browsers. **MOBILE PHONE BROWSERS ARE NOT SUPPORTED AT THIS TIME.**

Read and Display Requirements:

Our system works with any Current Version of Adobe Reader® that views and prints PDF documents.

Printer or Storage Space:

You will need access to a printer or sufficient storage space to retain the Communications.

You must also have an active email address and SMS-enabled mobile/cellular telephone to use the Signature and Document Delivery Service and Website.

For transactions you complete on our hardware, we will supply any additional required hardware and software.

By "Current Version," we mean a version of the software that is currently supported by its publisher. From time to time, we may offer services or features that require the Internet browser you are using to be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that the Internet browser you are using is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with your Transaction.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies.

a. Transactions Completed Using Our Hardware and Software

For Transactions completed using our hardware and software ("**Type I Transactions**"), we will use electronic signatures obtained from you for Communications and we will provide those Communications to you in paper form at the time of your Transaction. For Type I Transactions, we will tell you that you will be receiving a paper copy of the Communications at the time of your Transaction.

b. Transactions Completed Using Your Hardware and Software

For Transactions completed using your hardware and software to access the Signature and Document Delivery Service and Website ("**Type II Transactions**"), we will use electronic signatures obtained from you for Communications and we will provide those Communications to you at the time of your Transaction. For Type II Transactions, we will tell you that you will be receiving an electronic copy of the Communications at the time of your Transaction.

For Type II Transactions, we will not send you a paper copy of electronic Communications unless you

request it, as provided below, or we otherwise deem it appropriate to do so. For Type II Transactions, you can obtain a paper copy of any Communication we provide to you electronically by printing it yourself or by requesting your **DEALERSHIP** provide you with a paper copy at the time of your Transaction. Such requests for paper copies to your **DEALERSHIP** can be made at the time of your Transaction or up to fifteen (15) days after the date of your Transaction. After this time (15 days after the date of your Transaction), you can request a copy of any Communication by contacting your **FINANCING INSTITUTION**. There is no charge associated with requesting a paper copy of a Communication we sent you electronically.

6. Retaining Copies of Electronic Communications. We encourage you to print or download, for your records, a copy of all electronic Communications. This ESIGN Consent disclosure will be a part of the Communications when you print, download a copy, or are otherwise provided a paper copy by us at the time of your Transaction.

7. Termination/Changes. We reserve the right, in our sole discretion, to (i) provide you with Communications in paper or electronic form, as described above; (ii) discontinue the provision of your Communications electronically; or (iii) to terminate or change the terms and conditions on which we provide your Communications to you electronically. The Communications that we provide to you electronically will be available to you electronically for fifteen (15) days after the date (a) your Transaction is completed and (b) we provide access to the Communications to you via the Signature and Delivery Service and Website. After this time, if you wish to receive a copy of the Communications, you must request a paper copy from your **FINANCING INSTITUTION**.

By checking the box, you confirm that (i) you have reviewed and agree to be bound by the terms of the ESIGN Consent; (ii) you are consenting to the use of electronic records and signatures in connection with this Transaction; and if we provide the Communications to you electronically, you are (a) consenting to receive your Communications through the use of the Signature and Document Delivery Service and Website; (b) confirming that you have access to the hardware and software described above; (c) confirming that you are able to receive and review electronic records; and (d) confirming that you have an active email account, SMS-enabled mobile/cellular telephone, and the ability to access, view, and retain PDF files. You are also confirming that you are authorized to, and do, consent on behalf of all of your co-applicants and co-owners of any product or service we provide to you as part of this Transaction.

By checking the box, you also agree that any electronic records signed by using the Signature and Document Delivery Service and Website are signed at our business premises. Any Communications that require our signature are completed and binding on us only when we receive and execute them.

By checking the box, you agree that the sale or lease of a motor vehicle is complete at the time and place that we deliver the motor vehicle per the agreement below. You and we agree that we will deliver the motor vehicle to you by making the motor vehicle available to you to take possession of it at our place of business once you and we have completed execution of the applicable Communications that require signature. We may agree to help you arrange transportation of the motor vehicle to another place of your choosing after we have delivered it to you at our place of business; however, you acknowledge and agree that: (i) our helping you with transportation of the vehicle in this way is at your request, as your agent, and for your convenience; and (ii) any such transportation of the vehicle that occurs is after the sale or lease is complete and after it was delivered by us at our place of business.

By checking the box you also agree that (i) the Signature and Document Delivery Service and Website are strictly designed for use on desktop, laptop, and tablet computing devices and (ii) THE SIGNATURE AND DOCUMENT DELIVERY SERVICE AND WEBSITE ARE NOT CURRENTLY DESIGNED FOR AND SHOULD NOT BE USED ON A MOBILE PHONE BROWSER.

Parks Department Truck Bid

Request for Bid:
Due September 27, 2022, 12:00 pm



www.pvrpd.org • 805-482-1996

John Fletcher

Irrigation Specialist

Pleasant Valley Recreation
and Park District, Camarillo, CA

805-482-5396 x302

jfletcher@pvrpd.org

www.pvrpd.org

INVITATION TO BID

Pleasant Valley Recreation and Park District is (“District”) is seeking a bid to purchase the following vehicle and specifications:

- New Vehicle, Ford Maverick
- Hybrid 2.5 liter Engine
- 4.5’ bed length with multi-position tailgate and six tie-down slots
- Electronic continuously variable transmission (CVT)
- 4 Wheel ABS Disc brakes
- Rear backup camera
- Spray in bedliner
- Supercrew (4-Door) compact pickup
- Trailer tow package
- Airbags for driver and passenger
- Clearcoat paint (White)

PROPOSAL DEADLINE

The deadline for bid submittal is **Tuesday, September 27, 2022, 12:00 p.m.** Complete and sign the forms provided and submit with packet. Mark envelopes **Vehicle Bid** by the deadline to:

John Fletcher, Irrigation Specialist

Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

ADDITIONAL INFORMATION

For questions, contact: **John Fletcher**
(805) 482-5396 x302
jfletcher@pvrpd.org

BID FORM

New Vehicle

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicle	1	\$_____	\$_____
		Tire Fees	\$_____
		Sales Tax	\$_____
		New Vehicle Total	\$_____

By signing below the Bidder has read Pleasant Valley Recreation and Park District's bid instructions and specifications. Therefore, the undersigned hereby agrees to provide, within the time specified and the price quoted therein and without any additional charges to Pleasant Valley Recreation and Park District.

By: _____ Title: _____

Signature: _____ Date: _____

Company: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone: _____

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT/AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: March 1, 2022

**SUBJECT: CONSIDERATION AND APPROVAL OF THE FY
2021-2022 ANNUAL FINANCIAL REPORT AS
PREPARED BY MOSS, LEVY & HARTZHEIM LLP,
CPAs**

SUMMARY

Every year the District conducts a financial audit to ensure the effective operation of the District and to make sure the District is following Generally Accepted Accounting Principles (GAAP). The audit improves accountability, ethical and professional practices, effective risk management, improves quality of output and supports decision making and performance tracking.

BACKGROUND

The audited Financial Report for the period ending June 30, 2022, has been completed by Moss, Levy, & Hartzheim, LLP, CPAs with Adam Guise, CPA and partner serving as the lead contact for the audit.

Staff has been working on the audit since the audit team first worked with staff remotely in July 2022 and again in person in October 2022. It is the goal of staff to provide the auditors with complete and accurate records and to display the commitment in maintaining the District's financial records.

ANALYSIS

The opinion of the auditor reflects that the District's financial statements present fairly, in all material respects, the respective financial position for the year ending June 30, 2022, in conformity with accounting principles generally accepted in the United States of America.

The primary source of funds for the District is property tax revenue. The District received 3.14% in property tax apportionment more than in the prior fiscal year 2020-2021. In addition to property tax revenue increasing year over year, the District also benefitted from lessened COVID-19 restrictions, which is evident in the other revenue sources. For FY 2021-2022, Registrations & Fees increased by 121.85% and Facility & Other Rental increased by 48.05%, which led to more than doubling of fiscal year 2020-2021 revenue from Charges for Services.

Overall District expenditures increased by 35.17% over the prior fiscal year. Adjusting for Capital Outlay, \$1,663,047 of which was Quimby funds, expenditures for cost of operations increased by 20.04%. A significant factor to this increase in expenditures is again from the lessening of COVID-19 restrictions. As the District continues to transition back into normal operations, staff expenses and instructor services are returning to pre-pandemic levels. These

increases in expenditures directly contribute to the increases in revenue the District received this year.

An item that continues to put strain on the District's financials is the California Public Employee's Retirement System (CalPERS) unfunded liability. While the District has been able to develop a balanced budget each year, CalPERS unfunded liability continues to increase and will continue to cause a strain on the General Fund budget. With CalPERS unfunded liability increasing at the rate that it is, the District will need to become creative with revenue sources and monitor expenses more closely.

FISCAL IMPACT

There is no anticipated fiscal impact to the District from this recommendation.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.0: To ensure the short and long-term fiscal health of the District.

RECOMMENDATION

It is recommended that the Board review and approve the Annual Financial Report for FY 2021-2022 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

ATTACHMENTS

- 1) Audit Report (58 pages)
- 2) GAS Letter (1 page)

**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

FINANCIAL STATEMENTS
JUNE 30, 2022

PLEASANT VALLEY RECREATION AND PARK DISTRICT
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FINANCIAL SECTION



Moss, Levy & Hartzheim LLP

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

Board of Directors
Pleasant Valley Recreation and Park District
Camarillo, California

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, fiduciary fund information, and the aggregate remaining fund information of the Pleasant Valley Recreation and Park District, as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Pleasant Valley Recreation and Park District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Pleasant Valley Recreation and Park District, as of June 30, 2022, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Pleasant Valley Recreation and Park District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Pleasant Valley Recreation and Park District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Pleasant Valley Recreation and Park District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Pleasant Valley Recreation and Park District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison information, the schedule of changes in OPEB liability and related ratios, the schedule of OPEB contributions, the schedule of proportionate share of pension liability, and the schedule of pension contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the Pleasant Valley Recreation and Park District's basic financial statements. The supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information listed in the table of contents are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 16, 2023, on our consideration of the Pleasant Valley Recreation and Park District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited the District's basic financial statements as of and for the fiscal year ended June 30, 2021, and we expressed unmodified audit opinions on those audited financial statements in our report dated February 23, 2022. In our opinion, the summarized comparative information presented herein as of and for the fiscal year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Moss, Levy & Hartzheim LLP

Santa Maria, California
February 16, 2023

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2022

This discussion and analysis of the Pleasant Valley Recreation and Park District (PVRPD) financial performance provides an overall review of the PVRPD financial activities for the fiscal year ended June 30, 2022. The intent of this narrative is to provide a complete overview of PVRPD's financial performance. Readers should review this in conjunction with the basic financial statements which follow this section.

FINANCIAL HIGHLIGHTS
GOVERNMENTAL FUNDS

- During the fiscal year ending June 30, 2022, PVRPD's government wide net position increased by \$1,418,353 (4.40%), which includes assets, deferred outflows of resources, liabilities and deferred inflows of resources.
- Total overall revenue increased by \$973,882 (9.76%) due to increases in special assessments and Quimby Fees, operating grants & contribution and other revenue.
- Total expenditures increased by \$2,936,774. Salaries & Benefits increased by \$768,182 (22.37%) and Materials & Services increased by \$32,862 (0.92%) due to reopening of facilities to higher capacity and increased services due to the reduction in COVID-19 restrictions. Capital Outlay increased by \$2,130,057 (654.95%) and Debt Service increased by \$5,673 (.56%).

OVERVIEW OF THIS FINANCIAL REPORT

The Government-wide financial statements are presented on an “economic resources” measurement focus and use an accrual basis of accounting. Accordingly, all of the PVRPD's assets and liabilities, including capital assets and long-term liabilities are included in the accompanying Statement of Net Position. The Statement of Net Position includes all of the District's investments in resources (Assets) and the obligations to creditors (Liabilities). The Statement of Activities presents changes in net position measuring the success over the past year and is used to determine credit worthiness.

Government-wide Financial Statements

Statement of Activities and Statement of Net Position

The Government-wide financial statements are designed to provide readers with a broad overview of the District's finances. The Statement of Net Position and the Statement of Activities answer the question of whether the District's financial position is improving or deteriorating. These statements include all assets, deferred outflow of resources, liabilities, and deferred inflows of resources using the accrual basis of accounting. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. These two statements report the District's net position and changes to them. The difference between the assets, deferred outflows of resources, liabilities, and deferred inflows of resources, or net position, can measure the District's financial health.

Governmental Funds Financial Statements

Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance

Fund financial statements are designed to report information about groupings or related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting, like other state and local governments, to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on the short-term inflow and outflow of

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2022

spendable resources, as well as on balance of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to Basic Financial Statements

The notes provide additional information that is essential to fully understanding the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplemental information concerning the District's budgetary status and funding progress of its retirement plan.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

Net position may serve, over time, as a useful indicator of a government's financial position. District assets and deferred outflows of resources are above liabilities and deferred inflows of resources by \$33.7 million as of June 30, 2022.

Condensed Statement of Net Position
June 30,

	<u>2022</u>	<u>2021</u>
Assets:		
Current Assets	\$ 13,614,421	\$ 13,751,716
Capital Assets	39,718,889	38,290,987
Total Assets	53,333,310	52,042,703
Deferred Outflows of Resources		
Pensions	1,512,059	1,354,980
Other Post Employment Benefits	248,345	280,401
Deferred Charge of Refunding	504,588	534,854
Total Deferred Outflows of Resources	2,264,992	2,170,235
Liabilities:		
Current Liabilities	563,410	457,289
Long-Term Due in 1 Year	492,290	599,335
Long-Term Due in more than 1 year	16,824,642	20,113,404
Total Liabilities	17,880,342	21,170,028
Deferred Inflows of Resources		
Pensions	3,761,550	611,596
Other Post Employment Benefits	295,482	188,739
Total Deferred Inflows of Resources	4,057,032	800,335

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2022

Net Position:

Net Investment in Capital Assets	28,426,163	26,725,673
Net Restricted & Unrestricted	5,234,765	5,986,588
Total Net Position	33,660,928	32,712,261

The largest portion of the District's net position reflects its net investment of \$28.4 million in capital assets (land, buildings, improvements, equipment, infrastructure, plus any construction in progress, all net of accumulated depreciation). The District uses these capital assets to provide services to citizens and they are not available for future spending.

The second largest portion is the long-term debt the District incurred in 2009 for the development of Pleasant Valley Fields Sports Complex formally known as Village at the Park. Certificates of Participation sold for an amount of \$12.6 million with a maturity date of June 30, 2039. In April 2017, the District refunded the 2009 Certificates of Participation in the amount of \$13.0 million with a maturity date of November 1, 2045. By refunding the COP the District saved \$644 thousand overall. In August 2012, the District obtained a bank loan in the amount of \$1.8 million for refinancing the CalPERS Side-Fund which will be paid off in Fall of calendar year 2022. (For more information on the long-term obligations see Notes 4, 5, 6, and 8 in the Financial Statements).

Total Net Position (assets and deferred outflows of the District minus liabilities and deferred inflows) was \$33,660,928 as of June 30, 2022, which is an increase of \$1,418,353 (4.40%) from the prior year.

Fiscal Year 2021-2022 saw lessened effects from COVID-19. As governmental regulations have been lifted, the District has been able to offer expanded access to facility rentals and increased programming.

Statement of Revenues, Expenditures and Changes in Fund Balances

As shown on the table on the following page, the District's net change in fund balance was \$1,418,353 in the fiscal year ending June 30, 2022. This increase is due to an overall increase in revenue received during the fiscal year of property tax, special assessments, rentals and registration fees, and other revenues, due to lessened COVID-19 restrictions. Along with an increase in revenue, the District saw an increase in expenditures. This increase in expenditures was necessary to provide the increase in services to the community compared to prior years. There was also \$1,663,047 of Quimby funds spent on one time capital projects.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2022

Condensed Statement of Revenues, Expenditures and Changes in Fund Balances
June 30,

	<u>2022</u>	<u>2021</u>
Revenues:		
Charges for Services	\$ 2,481,195	\$ 1,796,444
Operating Grants and Contributions	103,291	61,634
General Revenue		
Property Taxes	7,623,274	7,390,848
Investment Income	(2,909)	69,508
Other	751,525	664,060
Total Revenues	10,956,376	9,982,494
Expenses:		
Recreation and Park Operations	\$ 11,286,809	\$ 8,350,035
Excess of Revenue over (under) expenditures	\$ (330,433)	\$ 1,632,459
Net Change in Fund Balance	(330,433)	1,632,459
Fund Balance - Beginning of Year	13,376,650	11,744,191
Prior Period Adjustment	81,309	0
Net Position - End of Year	\$ 13,127,526	\$ 13,376,650

Charges for services includes programs, class fees, facility & other rental fees, cell tower income, senior services income, activity guide advertising income, indemnity income, Park Impact fees, and Quimby Fees. The Charges for Services increased by \$684,751 (38.12%)

Operating Grants (Habitat Conservation Fund) and Contributions increased by \$41,657 (67.59%).

There were no Capital Grants and Contribution for Fiscal Year 2021-2022.

Property tax revenue, the District's primary source of revenue, increased by \$232,426 (3.14%).

Investment income decreased by \$72,417 (-104.19%) due to a correction in fair market valuation for the funds deposited into the District's LAIF investment account. Other Revenue increased by \$87,465 (13.17%).

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2022

GOVERNMENTAL FUND FINANCIAL STATEMENT ANALYSIS

The focus of the District's governmental funds is to provide information on short-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the close of fiscal year 2021-2022, Total Governmental Funds reported a combined ending fund balance of \$13,621,162, a decrease of \$130,554 (0.95%) in comparison with the prior year. Fund Balance is the net worth of a fund, found by calculating the assets and subtracting the liabilities. This decrease is mainly due to the \$1,663,047 of capital spending from the District Quimby fund.

The following are the District's major funds:

General Fund (Fund 10)

The General Fund is the District's primary operating fund. General Fund expenditures have risen by \$1,439,381 (20.56%) as more programs are offered, yet property tax revenue, the District's main source of funds, has a limited ability to grow, and as such, General Fund revenue only increased by \$771,451 (8.82%). The General Fund showed a net increase in fund balance (calculating the assets and subtracting the liabilities) of \$1,072,002 (page 14 of the audit report) in fiscal year 2021-2022. This increase is less than the \$1,739,932 increase in fund balance for the year ended June 30, 2021. This change is primarily due to reestablishing normal operations as the restrictions from COVID-19 are lessened.

Revenues exceeded expenses by \$1,072,002 for the period ended 2021-2022.

Special Assessment District Special Revenue Fund (Fund 20)

The Special Assessment District Fund is used primarily for district-wide park landscape maintenance. It is also used to pay for a portion of the Park's personnel salaries and fringes. The Assessment District Fund showed a net change in fund balance of \$76,347.

The revenue for the period ended June 30, 2022, exceeded expenses by \$76,347.

Park Dedication Fees (Quimby Fund-Fund 30)

The Quimby Act was passed in 1975 and amended in 1982, this act requires developers to set aside land, donate a conservation easement or pay fees for park improvements. Revenues generated through the Quimby Act cannot be used for the operation of parks or personnel. Over the past 6 years the District has received Quimby Funds and in fiscal year 2021-2022 the District did not receive any Quimby Fees from developers but did collect \$8,242 in investment earnings. The District did complete some Capital Projects using Quimby fees, with total expenditures of \$1,663,083, leading to a net negative change in fund balance of \$1,654,841.

Nonmajor Governmental Funds (Funds 40 and 50)

Park Impact Fees Fund 40: On June 23, 2021, the City of Camarillo added Chapter 16.52 to the Camarillo Municipal Code. Chapter 16.52 establishes Park Impact Fees to any new residential construction, not subject to a subdivision, and new or expanded non-residential construction within the city. Revenues generated through Park Impact Fees cannot be used for the operation of parks or personnel. In fiscal year 2021-2022, the District received \$172,347. See Supplementary Information on Pages 45 and 46.

CDBG Grant Fund 50: In September of 2021, the District entered into an agreement with the City of Camarillo for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding. This funding is used to support food distribution for low income families. The CDBG funding reimburses the District for expenditures spent on a quarterly basis. The District received

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2022

\$31,113 in revenue for Fiscal Year 2021-2022, including \$10,441 receivables which included payroll for the last week in June that was paid out in July of 2022.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets (net of accumulated depreciation)
June 30,

	<u>2022</u>	<u>2021</u>
Land	\$ 22,732,253	\$ 22,732,253
PV Fields	14,007,861	14,007,861
Improvements	20,420,469	17,348,917
Equipment	2,643,849	2,590,444
Assessment Assets	128,560	128,560
Freedom Fields	2,019,161	2,019,161
Construction in Progress	1,498,009	2,167,683
Depreciation	<u>(23,731,273)</u>	<u>(22,703,892)</u>
Total Capital Assets, net	\$ 39,718,889	\$ 38,290,987

Long-Term Debt

The District's long-term debt as of period ending June 30, 2022 is \$17,316,932. There was a net \$3,395,807 decrease from the year ended June 30, 2021, \$1,078,118 of which was a prior-period adjustment to the net pension liability. There are three major sources of long-term debt obligations: (1) \$11,735,000 for the development of Pleasant Valley Fields Sports Complex (2) Pension Liability of \$3,846,728 and (3) \$130,000 for refinancing the CalPERS Side-Fund.

Outstanding Long-Term Debt

	<u>2022</u>	<u>2021</u>
Compensated Absences	\$ 494,358	\$ 464,807
Notes Payable-Pension Related debt	130,000	380,000
2017 Certificates of Participation	11,735,000	12,035,000
Certificates of Participation Premium	62,314	65,168
Other Post-Employment Benefits	1,048,532	1,116,798
Net Pension Liability	<u>3,846,728</u>	<u>6,650,966</u>
Total Outstanding Long-Term Debt	<u>\$ 17,316,932</u>	<u>\$ 20,712,739</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2022

ECONOMIC FACTORS

The District's primary revenue source is property taxes, which continue to improve each fiscal year. The District has seen an increase in property tax revenue in fiscal year 2021-2022. However, the current housing market is beginning to weaken, with average market prices declining in the last half of calendar year 2022. Ventura County Assessor's tax appropriation showed a 3.14% increase for fiscal year 2021-2022 over the prior fiscal year. Additionally, the District has increased revenue from Charges for Services by 38.12%, increased personnel spending by 22.37% and services and supplies spending by 0.92%, these increases being the result of COVID-19 restrictions being lessened and the District increasing program offerings and increased facility rentals.

Managing District resources in an environment of unstable revenues compounded by increasing costs is a challenge facing the District. Consequently, resources for future capital maintenance, replacement, and new park and facility development must be either acquired from resources currently available in operating revenue, or additional revenue sources must be identified.

The state implemented pension reform on January 1, 2013, creating a third-tier retirement program with a new 2% at 62 formula for employees new to CalPERS. The District's other two plans are 2.5% at 55 and 2% at 60. On July 1, 2013, the Board of Directors took action that increased the employee contributions to the maximum allowed by state statute. One of the biggest economic factors for the District is the continued rising cost of CalPERS Unfunded Liability. For fiscal year 2022-2023 the District's payment to CalPERS will be \$508,376. This payment increased from prior year (\$501,541 FY21-22) as the District continues to pay off the 2@60 and the 2@62 unfunded liability annually, as well as due to inconsistent returns from the stock market.

REQUEST FOR INFORMATION

The District's financial report is designed to provide citizens, taxpayers, creditors, and investors with a general overview of PVRPD's finances and show accountability for the money it receives. Questions regarding any of the information provided in this report or to request additional information, please contact the District's General Manager at the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010 or call (805) 482-1996.

BASIC FINANCIAL STATEMENTS

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2022
With Comparative Totals for June 30, 2021

	Total Governmental Activities	
	2022	2021
ASSETS		
Cash and investments	\$ 13,368,899	\$ 13,462,073
Accrued interest receivable	8,758	17,450
Accounts receivable	17,485	55,299
Property taxes and assessments receivable	214,000	211,274
Prepaid items	5,279	5,620
Capital assets - not being depreciated	24,230,262	24,899,936
Depreciable capital assets, net of accumulated depreciation	15,488,627	13,391,051
Total assets	53,333,310	52,042,703
DEFERRED OUTFLOWS OF RESOURCES		
Pensions	1,512,059	1,354,980
Other postemployment benefits	248,345	280,401
Deferred charge on refunding	504,588	534,854
Total deferred outflows of resources	2,264,992	2,170,235
LIABILITIES		
Accounts payable	195,743	226,105
Accrued salaries and benefits	104,143	27,984
Unearned revenue and customer deposits	187,009	120,977
Accrued interest payable	76,515	82,223
Long-term liabilities - due in one year		
Compensated absences	49,436	46,481
Pension related debt	130,000	250,000
Certificates of participation	310,000	300,000
Certificates of participation premium	2,854	2,854
Long-term liabilities - due in more than one year		
Compensated absences	444,922	418,326
Other postemployment benefits payable	1,048,532	1,116,798
Pension related debt		130,000
Certificates of participation	11,425,000	11,735,000
Certificates of participation premium	59,460	62,314
Net pension liability	3,846,728	6,650,966
Total liabilities	17,880,342	21,170,028
DEFERRED INFLOWS OF RESOURCES		
Pensions	3,761,550	611,596
Other postemployment benefits	295,482	188,739
Total deferred inflows of resources	4,057,032	800,335
NET POSITION		
Net investment in capital assets	28,426,163	26,725,673
Restricted	4,534,792	5,940,927
Unrestricted	699,973	45,661
Total net position	\$ 33,660,928	\$ 32,712,261

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STATEMENT OF ACTIVITIES
FISCAL YEAR ENDED JUNE 30, 2022
With Comparative Totals for Fiscal Year Ended June 30, 2021

Functions/Programs	Expenses	Program Revenues		Net (Expenses) Revenue and Changes in Net Position	2021	
		Charges for Services	Operating Contributions and Grants			Capital Contributions and Grants
Governmental Activities:						
Recreation and park operations	\$ 10,697,450	\$ 2,481,195	\$ 103,291	\$ -	\$ (8,112,964)	\$ (7,309,761)
Total governmental activities	<u>\$ 10,697,450</u>	<u>\$ 2,481,195</u>	<u>\$ 103,291</u>	<u>\$ -</u>	<u>(8,112,964)</u>	<u>(7,309,761)</u>
General Revenues:						
Property taxes					7,623,274	7,390,848
Investment earnings					(2,909)	69,508
Other revenues					751,525	664,060
Total general revenues					<u>8,371,890</u>	<u>8,124,416</u>
Change in net position					<u>258,926</u>	<u>814,655</u>
Net position - beginning of fiscal year					32,242,575	31,165,001
Prior period adjustments					<u>1,159,427</u>	<u>262,919</u>
Net position - beginning of fiscal year-restated					<u>33,402,002</u>	<u>31,427,920</u>
Net position - end of fiscal year					<u>\$ 33,660,928</u>	<u>\$ 32,242,575</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

BALANCE SHEET - GOVERNMENTAL FUNDS

JUNE 30, 2022

With Comparative Totals for June 30, 2021

	General Fund	Assessment District Fund	Quimby Fund	Nonmajor Governmental Funds	Total Governmental Funds	
					2022	2021
ASSETS						
Cash and investments	\$ 8,867,273	\$ 1,037,091	\$ 3,292,176	\$ 172,359	\$ 13,368,899	\$ 13,462,073
Accrued interest receivable			8,758		8,758	17,450
Accounts receivable	7,044			10,441	17,485	55,299
Property taxes and assessments receivable	188,665	25,335			214,000	211,274
Due from other funds	6,741				6,741	
Prepaid expenditures	5,279				5,279	5,620
Total assets	<u>\$ 9,075,002</u>	<u>\$ 1,062,426</u>	<u>\$ 3,300,934</u>	<u>\$ 182,800</u>	<u>\$ 13,621,162</u>	<u>\$ 13,751,716</u>
LIABILITIES AND FUND BALANCES						
Liabilities						
Accounts payable and accrued expenditures	\$ 194,816	\$ -	\$ 927	\$ -	\$ 195,743	\$ 226,105
Accrued salaries and benefits	104,143				104,143	27,984
Deposits	25,976				25,976	38,798
Due to other funds				6,741	6,741	
Unearned revenue	161,033				161,033	82,179
Total liabilities	<u>485,968</u>	<u>-</u>	<u>927</u>	<u>6,741</u>	<u>493,636</u>	<u>375,066</u>
Fund Balances						
Nonspendable:						
Prepays	5,279				5,279	5,620
Restricted:						
Specified park projects		1,062,426	3,300,007	172,359	4,534,792	5,940,927
CDBG food service				3,700	3,700	
Assigned:						
Compensated absences	494,358				494,358	464,807
Postemployment benefits payable	1,048,532				1,048,532	1,116,798
Pension-related debt	130,000				130,000	612,000
Unassigned	6,910,865				6,910,865	5,236,498
Total fund balances	<u>8,589,034</u>	<u>1,062,426</u>	<u>3,300,007</u>	<u>176,059</u>	<u>13,127,526</u>	<u>13,376,650</u>
Total liabilities and fund balances	<u>\$ 9,075,002</u>	<u>\$ 1,062,426</u>	<u>\$ 3,300,934</u>	<u>\$ 182,800</u>	<u>\$ 13,621,162</u>	<u>\$ 13,751,716</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE
SHEET TO THE STATEMENT OF NET POSITION
JUNE 30, 2022

Total fund balances - governmental funds \$ 13,127,526

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation.

Net capital assets consist of:

Capital assets	\$ 63,450,162	
Accumulated depreciation	(23,731,273)	
		39,718,889

Interest payable: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statements of activities, it is recognized in the period it is incurred. (76,515)

Long-term liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:

Certificates of participation	\$ (11,735,000)	
Certificates of participation premiums	(62,314)	
Notes payable-pension related debt	(130,000)	
Compensated absences	(494,358)	
Other postemployment benefits	(1,048,532)	
Net pension liability	(3,846,728)	
		(17,316,932)

In governmental funds, loss on refunding is recognized as an expenditure in the period incurred. In the government-wide statements, loss on refunding is amortized over the life of the debt. 504,588

Deferred outflows and inflows of resources relating to pensions and other postemployment benefits: In governmental funds, deferred outflows and inflows of resources relating to pensions and other postemployment benefits are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions and other postemployment benefits are reported.

Deferred inflows of resources relating to pensions	\$ (3,761,550)	
Deferred inflows of resources relating to other postemployment benefits	(295,482)	
Deferred outflows of resources relating to pensions	1,512,059	
Deferred outflows of resources relating to other postemployment benefits	248,345	
		(2,296,628)

Total net position - governmental activities \$ 33,660,928

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FISCAL YEAR ENDED JUNE 30, 2022
With Comparative Totals for Fiscal Year Ended June 30, 2021

	General Fund	Assessment District Fund	Quimby Fund	Nonmajor Governmental Funds	Total Governmental Funds	
					2022	2021
Revenues						
Property taxes	\$ 7,599,058	\$ 24,216	\$ -	\$ -	\$ 7,623,274	\$ 7,390,848
Charges for services:						
Special assessments		1,206,651			1,206,651	1,178,294
Ordinance fees				172,347	172,347	
Registration and other fees	562,273				562,273	253,452
Facility and other rental fees	539,924				539,924	364,698
Intergovernmental grants and contributions	72,178			31,113	103,291	61,634
Investment earnings	(11,486)	323	8,242	12	(2,909)	69,508
Other revenues	751,525				751,525	664,060
Total revenues	<u>9,513,472</u>	<u>1,231,190</u>	<u>8,242</u>	<u>203,472</u>	<u>10,956,376</u>	<u>9,982,494</u>
Expenditures						
Salaries and benefits	4,143,496	32,128		26,339	4,201,963	3,433,781
Materials and services	3,017,761	592,959	36	1,074	3,611,830	3,578,968
Capital outlay	792,236		1,663,047		2,455,283	325,226
Debt service:						
Principal	250,000	300,000			550,000	522,000
Interest	237,977	229,756			467,733	490,060
Total expenditures	<u>8,441,470</u>	<u>1,154,843</u>	<u>1,663,083</u>	<u>27,413</u>	<u>11,286,809</u>	<u>8,350,035</u>
Excess of revenues over (under) expenditures	<u>1,072,002</u>	<u>76,347</u>	<u>(1,654,841)</u>	<u>176,059</u>	<u>(330,433)</u>	<u>1,632,459</u>
Net change in fund balances	<u>1,072,002</u>	<u>76,347</u>	<u>(1,654,841)</u>	<u>176,059</u>	<u>(330,433)</u>	<u>1,632,459</u>
Fund balances - beginning of fiscal year	7,435,723	986,079	4,954,848		13,376,650	11,744,191
Prior-period adjustment	81,309				81,309	
Fund balances - beginning of fiscal year, restated	<u>7,517,032</u>	<u>986,079</u>	<u>4,954,848</u>		<u>13,457,959</u>	
Fund balances - end of fiscal year	<u>\$ 8,589,034</u>	<u>\$ 1,062,426</u>	<u>\$ 3,300,007</u>	<u>\$ 176,059</u>	<u>\$ 13,127,526</u>	<u>\$ 13,376,650</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RECONCILIATION OF GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
FISCAL YEAR ENDED JUNE 30, 2022

Total net change in fund balances - governmental funds \$ (330,433)

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which additions to capital assets is less than depreciation expense.

Capital outlays which were capitalized as capital assets	\$	2,455,283	
Depreciation expense		<u>(1,027,381)</u>	
			1,427,902

In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amounts earned. The differences between compensated absences earned and compensated absences paid was: (29,551)

In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities. 550,000

In governmental funds, if debt is issued at a premium, the premium is recognized as an Other Financing Source in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Amortization of debt issue premium for the period was: 2,854

In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during but owing from the prior period was: 5,708

In governmental funds, loss on debt refunding is recognized as an expenditure in the period they are incurred. In the government-wide statements, the loss is amortized over the life of the debt. Loss on refunding amortization for the period was: (30,266)

In governmental funds, OPEB costs are recognized when employer contributions are made. In the statement of activities, OPEB costs are recognized on the accrual basis. This fiscal year, the difference between accrual basis OPEB costs and actual employer contributions was: (70,533)

In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was: (1,266,755)

Total change in net position - governmental activities \$ 258,926

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
 June 30, 2022
 With Comparative Totals for June 30, 2021

	Part-Time Employees Retirement Trust Fund	
	2022	2021
Assets		
Cash and investments	\$ 75,286	\$ 83,837
Total assets	<u>75,286</u>	<u>83,837</u>
Net Position		
Retirement funds payable to recipients	75,286	83,837
Total net position	<u>\$ 75,286</u>	<u>\$ 83,837</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
Fiscal Year Ended June 30, 2022
With Comparative Totals for Fiscal Year Ended June 30, 2021

	Part-Time Employees Retirement Trust Fund	
	2022	2021
Additions		
Contributions to retirement trust fund	\$ -	\$ 61,580
Investment earnings	35	40
Total revenues	<u>35</u>	<u>61,620</u>
Deductions		
Claims paid or payable to claimant	<u>8,586</u>	<u>38,137</u>
Total deductions	<u>8,586</u>	<u>38,137</u>
Change in net position	(8,551)	23,483
Net position - beginning of fiscal year	<u>83,837</u>	<u>60,354</u>
Net position - end of fiscal year	<u>\$ 75,286</u>	<u>\$ 83,837</u>

The accompanying notes are an integral part of this financial statement.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization and Reporting Entity

The Pleasant Valley Recreation & Park District (the District) is located in and around the City of Camarillo, approximately 10 miles inland from the Pacific Ocean. The District was formed in January 1962 under the State Public Resource Code of California. The District serves an area of approximately 45 square miles and has grown from one park to 28 parks since its inception 60 years ago. Within the District, a variety of recreational facilities exist including: indoor swimming pool, lighted ball fields, tennis courts, racquetball courts, a running track, children's play equipment, picnic shelters, barbecues and much more. General administration and management of the District is under the direction of a five-member Board of Directors and a General Manager.

The District's basic financial statements include the operations of which the District's Board of Directors exercises oversight responsibility. There are no component units included in this report which meet the criteria of the GASB Statement No. 14, *The Financial Reporting Entity*, as amended by GASB Statements No. 39, No. 61, No. 80, and No. 90.

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation

The District's basic financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The *basic financial statements* of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Government-wide Financial Statements

Government-wide financial statements display information about the reporting government as a whole. These statements include separate columns for the governmental activities of the primary government. Eliminations have been made in the Statement of Activities so that certain allocated expenses are recorded only once (by the function to which they were allocated). However, general government expenses have not been allocated as indirect expenses to the various functions of the District.

Government-wide financial statements are presented using the *economic resources measurement focus* and the *accrual basis of accounting*. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the reporting government are reported in the government-wide financial statements. *Basis of accounting* refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets, and liabilities resulting from nonexchange transaction are recognized in accordance with the requirements of GASB Statement No. 33.

The types of transactions reported as program revenues for the District are to be reported in three categories, if applicable: 1) charges for services, 2) operating grants and contributions, and 3) capital grants and contributions. Charges for services include revenues from customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function. Grants and contributions include revenues restricted to meeting the operational or capital requirements of a particular function. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as another financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation (continued)

Fund Financial Statements

Fund financial statements report detailed information about the District. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major governmental fund is presented in a separate column, and all nonmajor funds are aggregated into one column, however the District has no nonmajor funds. Fiduciary funds are reported by fund type.

The accounting and financial treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a flow of current financial resources measurement focus. With the measurement focus, only current assets and current liabilities are generally included on the balance sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances for these funds present increases, (i.e., revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net position.

Fiduciary funds are reported using the economic resources measurement focus.

Governmental Funds

In the fund financial statements, governmental funds are presented using the *modified - accrual basis of accounting*. Their revenues are recognized when they become *measurable* and *available* as net current position. *Measurable* means that the amounts can be estimated, or otherwise determined. *Available* means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. Revenue recognition is subject to the *measurable* and *availability* criteria for the governmental funds in the fund financial statements. *Exchange transactions* are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). *Locally imposed derived tax revenues* are recognized as revenues in the period in which the underlying exchange transaction, upon which they are based, takes place. *Imposed nonexchange transactions* are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. *Government-mandated and voluntary nonexchange transactions* are recognized as revenues when all applicable eligibility requirements have been met.

In the fund financial statements, governmental funds are presented using the *current financial resources measurement focus*. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net position. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Non-current portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate, however, that they should not be considered “available spendable resources,” since they do not represent net current position. Recognition of governmental fund type revenue represented by non-current receivables are deferred until they become current receivables. Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Since they do not affect net position, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as *expenditures* in the fiscal year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as *other financing sources* rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

When both restricted and unrestricted resources are combined in a fund, expenditures/expenses are considered to be paid first from restricted resources, and then from unrestricted resources.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation (continued)

Governmental Funds (Continued)

GASB Statement No. 34 defines major funds and requires that the District's major funds are identified and presented separately in the fund financial statements. All other funds, called nonmajor funds, are combined and reported in a single column in the Fund Statements as Other Governmental Funds, regardless of their fund-type.

Major funds are defined as funds that have either assets plus deferred outflows, liabilities plus deferred inflows, revenues, or expenditures/expenses at least ten percent of their fund-type total or at least five percent of the total for all funds. The General Fund is always a major fund. The District may also voluntarily select other funds it believes should be presented as major funds.

The District reports the following major governmental funds:

- **General Fund** is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.
- **Assessment District Fund** is used for the assessment revenues and expenditures from a special assessment for specific park and recreation facilities and operations.
- **Quimby Fees Fund** is used to track the Quimby fees collected by the District to expand, acquire, rehabilitate or develop community-servicing parks.

The District reports the following nonmajor governmental funds:

- **Park Impact Fees Fund** is used to track the Park Impact Fees collected by the District.
- **CDBG Fund** is used for the CDBG funded food service program.

The District reports the following fiduciary fund:

- **Part-Time Employees Retirement Trust Fund** holds funds in trust for part-time employees who are enrolled in the non-elective deferred compensation plan arrangement for the benefit of employees who are not covered by another retirement system maintained by the District (see Note 10).

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Fiduciary funds use the accrual basis of accounting.

C. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America, as prescribed by the GASB and the AICPA, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

D. Investments and Investment Policy

The District has adopted an investment policy directing the General Manager to deposit funds in financial institutions. No more than 30% of the District's total investment portfolio will be invested in a single security type or with a single financial institution with the exceptions of U.S. Government Treasury securities, Ventura County Investment Pool and LAIF. Investments are to be made in the following areas:

U.S. Government Securities	Repurchase Agreements
Banker's Acceptances	Local Agency Investment Fund (LAIF)
Commercial Paper	Money Market Accounts
Negotiable Certificates of Deposit	Savings Deposits
Ventura County Investment Pool	

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Investments and Investment Policy (continued)

Changes in fair value that occur during a fiscal year are recognized as unrealized gains or losses and reported for that fiscal year. Investment income is comprised of investment earnings, changes in fair value, and any gains or losses realized upon the liquidation or sale of investments.

Local Agency Investment Fund

LAIF is regulated by California Government Code (Code) Section 16429 and is under the management of the State of California Treasurer’s Office with oversight provided by the Local Agency Investment Advisory Board.

LAIF is carried at fair value based on the value of each participating dollar as provided by LAIF. The fair value of the District’s position in LAIF is the same as the value of its pooled shared. Investments in securities of the U.S. government or its agencies are carried at fair value based on quoted market prices. Bank balances are secured by the pledging of a pool of eligible securities to collateralize the District’s deposits with the bank in accordance with the Code.

E. Property Taxes and Special Assessments

The County of Ventura Assessor's Office assesses all real and personal property within the County each year. The County of Ventura Tax Collector's Office bills and collects the District's share of property taxes and special assessments. The County of Ventura Treasurer's Office remits current and delinquent property tax collections to the District throughout the year. Property tax in California is levied in accordance with Article 13A of the State Constitution at one percent (1%) of county-wide assessed valuations.

Property taxes and special assessments receivable at fiscal year-end are related to property taxes collected by the County of Ventura which have not been credited to the District's cash balance as of June 30. The property tax calendar is as follows:

Lien date	January 1
Levy date	July 1
Due dates	November 1 and March 1
Collection dates	December 10 and April 10

F. Prepaid Items

Certain payments to vendors reflect costs or deposits applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

G. Capital Assets

Capital assets are recorded in the government-wide financial statements. Included in capital assets are PV Fields assets, land, buildings, building improvements, equipment, furniture, and fixtures and vehicles. District policy has set the capitalization threshold for reporting capital assets at \$5,000. Donated assets are recorded at estimated fair value at the date of donation. Capital outlay is recorded as expenditures of the governmental funds and as capital assets in the government-wide financial statements to the extent the District's capitalization threshold is met. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets as follows:

Description	Years	Description	Years
PV Fields — Buildings	39	Land improvements	15
PV Fields — Land grading	39	Assessment assets	15
PV Fields — Land improvements	39	Buildings, structures, and improvements	10 to 39
PV Fields — Lighting	39	Furniture, fixtures, and office equipment	5 to 7
PV Fields — Other assets	5	Machinery and heavy equipment	3 to 10
PV Fields — Playground equipment	15	Playground equipment	15
PV Fields — Turf and landscaping	10	Vehicles	5
FB Fields — Ball Fields	20	FB Fields — Land improvements	20
FB Fields — Lighting	20	FB Fields — Land Grading	20
FB Fields — Turf and Landscape	20		

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

H. Compensated Absences

The District's policy is to permit full-time and part-time year-round employees to accumulate earned vacation time, sick leave, and compensating time. Earned vacation time shall be earned by each employee subject to the accrual limitations and policies as follows for union employees:

Years of Service	Annual Accrual Hours	Maximum Accrual Hours
Less than 5 years of service	80	240
Over 5 years but less than 11	120	360
Over 11 years but less than 12	128	384
Over 12 years but less than 13	136	408
Over 13 years but less than 14	144	432
Over 14 years but less than 16	152	456
16 years or more	160	480
Part-time year-round	40	80

For non-union employees, each employee is subject to the accrual limitations below for full-time and part-time year-round respectively:

Years of Service	Annual Accrual	Maximum Accrual
0-5 Years	80	160
6-8 Years	100	200
9-12 Years	120	240
13-15 Years	140	280
15+ Years	160	320

Years of Service	Annual Accrual	Maximum Accrual
0-5 Years	60	80
6-8 Years	75	100
9-12 Years	90	120
13-15 Years	105	140
15+ Years	120	160

Sick leave that is not used shall accumulate during subsequent years without limitation for full-time employees and will be capped at 80 hours for part-time year-round employees. Sick leave cannot be converted to vacation time, but in order to reward employees who do not utilize all of their sick leave, the District will compensate employees with 10 plus years of employment fifty percent (50%) of the unused sick leave up to 1,000 hours; employees with 5-10 years of service will be compensated at twenty-five percent (25%) of the unused sick leave up to 500 hours.

I. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Pleasant Valley Recreation and Park District's California Public Employee's Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

J. Deferred Outflows and Inflows of Resources

Pursuant to GASB Statement No. 63, "Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position," and GASB Statement No. 65, "Items Previously Reported as Assets and Liabilities," the District recognizes deferred outflows and inflows of resources.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Deferred Outflows and Inflows of Resources (continued)

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. A deferred outflow of resources is defined as a consumption of net position by the government that is applicable to a future reporting period. The District has three items which qualify for reporting in this category; refer to Notes 6, 7 and Note 11 for a detailed listing of the deferred outflows of resources the District has reported.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. A deferred inflow of resources is defined as an acquisition of net position by the District that is applicable to a future reporting period. The District has two items which qualify for reporting in this category; refer to Note 6 and Note 7 for a detailed listing of the deferred inflows of resources the District has reported.

K. Budgets

The budget is reported on the same basis as the fund types and on a basis consistent with accounting principles generally accepted in the United States of America. Additional appropriations or other changes during the fiscal year may be submitted by the department for Board review and approval.

L. Net Position

GASB Statement No. 63 requires that the difference between assets added to the deferred outflows of resources and liabilities added to the deferred inflows of resources be reported as net position. Net position is classified as either net investment in capital assets, restricted, or unrestricted.

Net position that is net investment in capital assets consist of capital assets, net of accumulated depreciation, and reduced by the outstanding principal of related debt. Restricted net position is the portion of net position that has external constraints placed on it by creditors, grantors, contributors, laws, or regulations of other governments, or through constitutional provisions or enabling legislation. Unrestricted net position consists of net position that does not meet the definition of net investment in capital assets or restricted net position.

M. Fund Balances

In the financial statements, governmental funds report fund balances as non-spendable, restricted, committed, assigned, or unassigned based primarily on the extent to which the District is bound to honor constraints on how specific amounts can be spent.

- Non-spendable fund balance — amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.
- Restricted fund balance — amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed fund balance — amounts that can only be used for specific purposes determined by formal action of the District's highest level of decision-making authority (the Board of Directors) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.
- Assigned fund balance — amounts that are constrained by the District's intent to be used for specific purposes. The intent can be established at either the highest level of decision-making, or by a body or an official designated for that purpose.
- Unassigned fund balance — the residual classification for the District's general fund that includes amounts not contained in the other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Board of Directors establishes, modifies or rescinds fund balance commitments and assignments by passage of an ordinance or resolution. This is done through adoption of the budget and subsequent budget amendments that occur throughout the fiscal year.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

M. Fund Balances (continued)

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, followed by the unrestricted, committed, assigned, and unassigned resources as they are needed.

Fund Balance Policy

The District believes that sound financial management principles require that sufficient funds be retained by the District to provide a stable financial base at all times. To retain this stable financial base, the District needs to maintain an unrestricted fund balance in its funds sufficient to fund cash flows of the District and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned, and unassigned fund balances are considered unrestricted.

The purpose of the District's fund balance policy is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

N. Comparative Data/Totals Only

Comparative total data for the prior fiscal year has been presented in certain accompanying financial statements in order to provide an understanding of the changes in the District's financial position and operations. Also, certain prior fiscal amounts have been reclassified to conform to the current fiscal year financial statements presentation.

O. Other Post-Employment Benefits (OPEB)

For purposes of measuring the net OPEB liability and deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's plan (OPEB Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

P. Amortization of Loss on Refunding

The loss on refunding is being amortized on the straight line method over the life of the bonds in the government-wide financial statements.

Q. Future Accounting Pronouncements

GASB Statements listed below will be implemented in future financial statements:

Statement No. 91	"Conduit Debt Obligations"	The provisions of this statement are effective for fiscal years beginning after December 15, 2021.
Statement No. 93	"Replacement of Interbank Offered Rates"	The provisions of this statement except for paragraphs 11b, 13, and 14 are effective for fiscal years beginning after June 15, 2020. Paragraph 11b is effective for fiscal years beginning after December 31, 2021. Paragraphs 13 and 14 are effective for fiscal years beginning after June 15, 2021.
Statement No. 94	"Public-Private and Public-Public Partnerships and Availability Payment Arrangements"	The provisions of this statement are effective for fiscal years beginning after June 15, 2022.
Statement No. 96	"Subscription-Based Information Technology Arrangements"	The provisions of this statement are effective for fiscal years beginning after June 15, 2022.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Q. Future Accounting Pronouncements (continued)

Statement No. 99 "Omnibus 2022"	The provisions of this statement are effective in April 2022 except for the provisions related to leases, PPPs, SBITAs, financial guarantees and derivative instruments. The provisions related to leases, PPPs, and SBITAs are effective for fiscal years beginning after June 15, 2022. The provisions related to financial guarantees and derivative instruments are effective for fiscal years beginning after June 15, 2023.
Statement No. 100 "Accounting Changes and Error Corrections - an amendment of GASB Statement No. 62"	The provisions of this statement are effective for fiscal years beginning after June 15, 2023.
Statement No. 101 "Compensated Absences"	The provisions of this statement are effective for fiscal years beginning after December 15, 2023.

NOTE 2 - CASH AND INVESTMENTS

Cash at June 30, 2022, consists of the following:

Cash on hand	\$ 892
Deposits held with financial institutions	7,883,895
Investments	5,559,398
Total cash and investments	\$ 13,444,185

Cash and investments are presented on the accompanying basic financial statements, as follows below:

Cash and investments, statement of net position	\$ 13,368,899
Cash and investments, statement of fiduciary net position	75,286
Total cash and investments	\$ 13,444,185

The District categorizes its fair value measurements within the fair value hierarchy established by U.S. Generally Accepted Accounting Principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District had investments in the Ventura County Investment Pool, these are measured under Level 2.

Authorized Deposits and Investments

Under provisions of the District's investment policy, and in accordance with Section 53601 of the California Government Code, the District may invest in certain types of investments as listed in Note 1(D) to the financial statements.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. The longer the maturity of an investment has the greater its fair value is sensitive to changes in market interest rates. The District's investment policy follows the Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the table on the following page that shows the distribution of the District's investments by maturity:

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 2 - CASH AND INVESTMENTS (continued)

Interest Rate Risk (Continued)

Investment Type	Carrying Amount	Remaining Maturity (in Months)			
		12 Months Or Less	13-24 Months	25-60 Months	More than 60 Months
State investment pool (LAIF)	\$ 2,501,644	\$ 2,501,644	\$ -	\$ -	\$ -
Ventura County Investment Pool	3,057,754	3,057,754			
	<u>\$ 5,559,398</u>	<u>\$ 5,559,398</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Credit Risk

State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The District has no investment policy that would further limit its investment choices. LAIF and the Ventura County Investment Pool investment funds are unrated.

Investment Type	Carrying Amount	Minimum Legal Rating	Rating as of Fiscal Year End			
			AAA	A+	Baa	Not Rated
State investment pool (LAIF)	\$ 2,501,644	N/A	\$ -	\$ -	\$ -	\$ 2,501,644
Ventura County Investment Pool	3,057,754	N/A				3,057,754
	<u>\$ 5,559,398</u>		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,559,398</u>

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer that represent 5% or more of the total District's investments.

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party.

The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

None of the District's deposits with financial institutions in excess of the Federal Depository Insurance Corporation's limits were held in uncollateralized accounts.

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or governmental investment pools (such as LAIF and the Ventura County Investment Pool).

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 2 - CASH AND INVESTMENTS (continued)

Investment in State Investment Pool

The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the District's investment in this pool is reported in the accompanying basic financial statements at the amounts based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

The LAIF is a special fund of the California State Treasury through which local governments may pool investments. Each entity may invest up to \$75,000,000 in the fund. Investments in LAIF are highly liquid, as deposits can be converted to cash within twenty-four hours without loss of interest. Investments with LAIF are secured by the full faith and credit of the State of California.

NOTE 3 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended June 30, 2022, was as follows:

	<u>Balance</u> <u>July 1, 2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>June 30, 2022</u>
Non-depreciable capital assets				
Land	\$ 22,732,253	\$ -	\$ -	\$ 22,732,253
Construction in progress	2,167,683	2,455,283	(3,124,957)	1,498,009
Total non-depreciable capital assets	<u>\$ 24,899,936</u>	<u>\$ 2,455,283</u>	<u>\$ (3,124,957)</u>	<u>\$ 24,230,262</u>
Depreciable capital assets:				
PV Fields-Buildings	3,849,407			3,849,407
PV Fields-Land grading	807,164			807,164
PV Fields-Land improvements	4,390,266			4,390,266
PV Fields-Lighting	2,271,285			2,271,285
PV Fields-Other assets	49,626			49,626
PV Fields-Playground equipment	86,177			86,177
PV Fields-Turf and landscaping	2,553,936			2,553,936
Freedom ball fields	516,963			516,963
Freedom ball fields lighting	225,128			225,128
Freedom ball fields land grading	305,852			305,852
Freedom ball fields turf & landscaping	518,363			518,363
Freedom ball fields land improvements	452,855			452,855
Land improvements	8,037,129	2,025,009		10,062,138
Assessment assets	128,560			128,560
Buildings, structures, and improvements	9,311,788	1,046,543		10,358,331
Furniture, fixtures, and office equipment	427,710	15,231		442,941
Machinery and heavy equipment	490,259	8,189		498,448
Playground equipment	1,242,409			1,242,409
Vehicles	430,066	29,985		460,051
Total depreciable capital assets	<u>\$ 36,094,943</u>	<u>\$ 3,124,957</u>	<u>\$ -</u>	<u>\$ 39,219,900</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2022

NOTE 3 – CAPITAL ASSETS (continued)

	Balance			Balance
	July 1, 2021	Additions	Deletions	June 30, 2022
Accumulated depreciation:				
PV Fields-Buildings	\$ 1,126,857	\$ 98,703	\$ -	\$ 1,225,560
PV Fields-Land grading	236,289	20,697		256,986
PV Fields-Land improvements	1,285,185	112,571		1,397,756
PV Fields-Lighting	664,884	58,238		723,122
PV Fields-Other assets	40,458	332		40,790
PV Fields-Playground equipment	65,589	5,745		71,334
PV Fields-Turf and landscaping	2,553,936			2,553,936
Freedom ball fields	219,708	25,848		245,556
Freedom ball fields lighting	95,676	11,256		106,932
Freedom ball fields land grading	129,990	15,293		145,283
Freedom ball fields turf & landscaping	220,303	25,918		246,221
Freedom ball fields land improvements	192,456	22,643		215,099
Land Improvements	7,567,864	218,801		7,786,665
Assessment assets	128,560			128,560
Buildings, structures, and improvements	6,282,192	308,655		6,590,847
Furniture, fixtures, and office equipment	358,915	13,641		372,556
Machinery and heavy equipment	441,833	12,345		454,178
Playground equipment	714,889	63,783		778,672
Vehicles	378,308	12,912		391,220
Total accumulated depreciation	<u>22,703,892</u>	<u>1,027,381</u>		<u>23,731,273</u>
Total depreciable capital assets, net	<u>\$ 13,391,051</u>	<u>\$ 2,097,576</u>	<u>\$ -</u>	<u>\$ 15,488,627</u>
Total capital assets, net	<u>\$ 38,290,987</u>	<u>\$ 4,552,859</u>	<u>\$ (3,124,957)</u>	<u>\$ 39,718,889</u>

Depreciation expense for the fiscal year ended June 30, 2022, was \$1,027,381.

NOTE 4 – PENSION RELATED DEBT – CALPERS’ SIDE-FUND

As of June 30, 2003, CalPERS implemented risk-pooling for the District's agent multiple-employer public employee defined benefit pension plan. As a result, the District's defined benefit pension plan with CalPERS converted from an agent multiple-employer plan to a cost sharing multiple-employer plan. This change in the type of the plan created the CalPERS' Side-Fund, which CalPERS financed at a 7.75% interest rate. CalPERS actuarially calculated the amount needed to bring the District into the cost sharing multiple-employer plan on an equal basis with other governmental agencies who had less than 100 active and retired employees combined. The reason that CalPERS switched these governmental agencies into the cost sharing multiple-employer plan was to smooth the annual costs related to the pension benefit over a longer period of time, resulting in a lower cost of service to the governmental agencies.

A portion of the District's annual required contributions to CalPERS are actuarially determined and shared by all governmental agencies within the cost sharing risk pool. Also, the District is required to make annual payments to pay-down the CalPERS' Side-Fund, as well. The responsibility for paying-down the District's CalPERS' Side-Fund is specific to the District and is not shared by all governmental agencies within the cost sharing risk pool. Therefore, the Side Fund falls under the definition of pension related debt, as described in GASB Statement No. 27 and is recorded as a liability on the District's financial statements.

On August 31, 2012, the District refinanced the pension-related debt (CalPERS' side-fund liability) of \$1,881,661 to lower the interest rate to 4.450% which resulted in an economic gain of \$692,862 from the interest expense savings on the pension-related debt. The cost of debt issuance was \$48,443. Principal and interest are payable semi-annually on August 31 and February 28 each fiscal year as follows on the next page:

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 4 – PENSION RELATED DEBT – CALPERS’ SIDE-FUND (continued)

Fiscal Year Ending June 30,	Principal	Interest	Total
2023	\$ 130,000	\$ 2,893	\$ 132,893
Total	<u>\$ 130,000</u>	<u>\$ 2,893</u>	<u>\$ 132,893</u>

NOTE 5 – CERTIFICATES OF PARTICIPATION – SERIES 2017

On April 11, 2017, the District issued \$13,010,000 of refunding Certificates-of-Participation, with interest rates ranging from 2% to 5%. The proceeds were used to refund the 2009 certificates of \$12,130,000. The District had an accounting loss on the bond funding of \$880,000 which is being amortized over the life of the 2009 issuance. The District realized an economic gain of \$644,446 on the refunding.

The certificates mature November 1, 2045, as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2023	\$ 310,000	\$ 443,519	\$ 753,519
2024	325,000	428,519	753,519
2025	340,000	413,519	753,519
2026	350,000	403,418	753,418
2027	360,000	392,768	752,768
2028-2032	2,015,000	1,752,389	3,767,389
2033-2037	2,390,000	1,368,331	3,758,331
2038-2042	2,890,000	849,000	3,739,000
2043-2046	2,755,000	225,700	2,980,700
Total	<u>\$11,735,000</u>	<u>\$ 6,277,163</u>	<u>\$18,012,163</u>

NOTE 6 – OTHER POSTEMPLOYMENT BENEFITS PAYABLE OTHER THAN PENSIONS

Plan Description

The District pays a portion of the cost of health insurance for retirees under any group plan offered by CalPERS, subject to certain restrictions as determined by the District. The District offers post-employment medical benefits to retired employees who satisfy the eligibility rules (5-years of service). Dependents are also eligible to receive benefits. Retirees may enroll in any plan available through the District's CalPERS medical program. The contribution requirements of Plan members and the District are established and may be amended by the Board of Directors. The District will reimburse the retiree for retiree and/or retiree's dependent health insurance premiums (medical) up to a maximum of \$128 per month. At June 30, 2022, there were fifty-four eligible employees, with nine retirees currently receiving benefits.

Funding Policy

The District accounts for this benefit on a pay-as-you-go basis. Postemployment expenditures are made from the General Fund, which is maintained on the modified accrual basis of accounting. For the fiscal year ended June 30, 2022, the District paid \$16,790 in contributions. No assets are accumulated in a trust that meets the criteria in Paragraph 4 of GASB Statement No. 75.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 6 – OTHER POSTEMPLOYMENT BENEFITS PAYABLE OTHER THAN PENSIONS (continued)

Employees Covered

As of the June 30, 2021 actuarial valuation, the following current and former employees were covered by the benefit terms under the District's plan:

Active plan members	54
Inactive plan members of beneficiaries currently receiving benefits	9
	<u>63</u>

OPEB Liability

The District's OPEB Liability was measured as of June 30, 2021 and the total OPEB liability used to calculate the net OPEB Liability was determined by an actuarial valuation as of June 30, 2021.

Actuarial assumptions. The total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation rate	2.50%
Salary increases	3.00%
Healthcare cost trend rate	5.20% for 2021- 2034, 5.00% for 2035 - 2049, 4.00% for 2050 - 2064, and 4.00% for 2065 and future years

Pre-retirement and post-retirement mortality rates used in this valuation are those used in the most recent CalPERS' valuations.

Discount rate. GASB Statement No. 75 requires a discount rate that reflects the following:

- a) The long-term expected rate of return on OPEB plan investments to the extent that the OPEB plan's fiduciary net position (if any) is projected to be sufficient to make projected benefit payments and assets are expected to be invested using a strategy to achieve that return;
- b) A yield or index for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher-to the extent that the conditions in (a) are not met.

To determine a resulting single (blended) rate, the amount of the plan's fiduciary net position (if any) and the amount of projected benefit payments is compared to each period of projected benefit payments. The discount rate used to measure the District's total OPEB liability is based on these requirements and the following information:

Reporting Date	Measurement Date	Long-Term Expected Return of Plan Investments (if any)	Municipal Bond 20 Year High Grade Rate Index	Discount Rate
June 30, 2021	June 30, 2021	N/A	1.92%	1.92%
June 30, 2021	June 30, 2020	N/A	3.50%	2.21%

Change in Assumptions: The discount rate used to calculate OPEB liability was changed from 2.21% to 1.92% from the measurement period ending June 30, 2020 to the measurement period ending June 30, 2021.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 6 – OTHER POSTEMPLOYMENT BENEFITS PAYABLE OTHER THAN PENSIONS (continued)

Changes in the OPEB Liability

	<u>Total OPEB Liability</u>
Balance at June 30, 2021 (Valuation Date June 30, 2019)	<u>\$ 1,116,798</u>
Changes recognized for the measurement period:	
Service cost	80,062
Interest cost	26,119
Difference between expected and actual experience	(93,737)
Changes of assumptions	(50,517)
Benefit payments	<u>(30,193)</u>
Net Changes	<u>(68,266)</u>
Balance at June 30, 2022 (Measurement Date June 30, 2021)	<u>\$ 1,048,532</u>

Sensitivity of the OPEB liability to changes in the discount rate. The following presents the total OPEB liability, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1 percentage-point lower (0.92%) or 1 percentage point higher (2.92%) than the current discount rate:

	<u>1% Decrease (0.92%)</u>	<u>Discount Rate (1.92%)</u>	<u>1% Increase (2.92%)</u>
Total OPEB Liability	\$ 1,231,464	\$ 1,048,532	\$ 899,954

Sensitivity of the OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability, as well as what the OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage-point lower or 1 percentage-point higher than the current healthcare cost trend rates:

	<u>1% Decrease (4.20% Decreasing to 3.00%)</u>	<u>Trend Rate (5.20% Decreasing to 4.00%)</u>	<u>1% Increase (6.20% Decreasing to 5.00%)</u>
Total OPEB Liability	\$ 855,524	\$ 1,048,532	\$ 1,307,713

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2022, the District recognized OPEB expense of \$93,918. As of the fiscal year ended June 30, 2022, the District reported deferred outflows and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
OPEB contributions subsequent to measurement date	\$ 16,790	\$ -
Difference between expected and actual experience	314	168,485
Change in assumptions	231,241	126,997
	<u>\$ 248,345</u>	<u>\$ 295,482</u>

Deferred outflows of resources and deferred inflows of resources above represent the unamortized portion of changes to OPEB liability to be recognized in future periods in a systematic and rational manner. \$16,790 reported as deferred outflows of resources related to OPEB resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the fiscal year ended June 30, 2023.

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows on the following page:

NOTE 6 – OTHER POSTEMPLOYMENT BENEFITS PAYABLE OTHER THAN PENSIONS (continued)

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB (continued)

<u>Fiscal year ending June 30,</u>	<u>Amount</u>
2023	\$ (12,263)
2024	(12,263)
2025	(12,263)
2026	(12,263)
2027	(5,473)
Thereafter	(9,402)
	<u>\$ (63,927)</u>

NOTE 7 – PENSION PLAN

A. General Information about the Pension Plans

Plan Descriptions

All qualified permanent and probationary employees are eligible to participate in the District’s Miscellaneous Employee Pension Plans, cost-sharing multiple employer defined benefit plans administered by the California Public Employees’ Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS’ website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for nonduty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The Plans’ provisions and benefits in effect at June 30, 2022, are summarized as follows:

	<u>Miscellaneous</u>		
	<u>Prior to</u>	<u>March 12, 2011</u>	<u>On or after January</u>
Hire Date	<u>March 12, 2011</u>	<u>through</u>	<u>1, 2013</u>
Benefit formula	2.5% @ 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50-63	50-65	52-67
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.0% to 2.5%	1.0% to 2.5%
Required employee contribution rates	8.00%	7.00%	6.75%
Required employer contribution rates	11.59% + \$463,829	8.65% + \$1,271	7.59% + \$886

Contributions

Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2022

NOTE 7 – PENSION PLAN (continued)

A. General Information about the Pension Plans (continued)

Contributions (continued)

additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Contributions to the pension plan from the District were \$713,551 for the fiscal year ended June 30, 2022.

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

At June 30, 2022, the District reported a liability of \$3,846,728 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard roll-forward procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all Pension Plan participants, actuarially determined. At June 30, 2022, the District's proportion was 0.20259% and at June 30, 2021 the District's proportion was 0.12785%, an increase of 0.07474%.

For the fiscal year ended June 30, 2022, the District recognized pension expense of \$1,980,308. Pension expense represents the change in the net pension liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, actuarial gain/loss, actuarial assumptions or method, and plan benefits. At June 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 431,369	\$ -
Net difference between projected and actual earnings on retirement plan investments		3,357,991
Changes in proportion and differences between District contributions and proportionate share of contributions		177,174
Adjustment due to differences in proportion	367,139	226,385
District contributions subsequent to the measurement date	713,551	
	<u>\$ 1,512,059</u>	<u>\$ 3,761,550</u>

Deferred outflows of resources and deferred inflows of resources above represent the unamortized portion of changes to net pension liability to be recognized in future periods in a systematic and rational manner. \$713,551 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2023.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in the pension expense as follows:

Fiscal Year Ending June 30,	Amount
2023	\$ (699,871)
2024	(672,303)
2025	(662,893)
2026	(927,975)
	<u>\$ (2,963,042)</u>

NOTE 7 – PENSION PLAN (continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

Actuarial Assumptions

The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions:

	<u>Miscellaneous</u>
Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	2.75%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return (1)	7.00%
Mortality (2)	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	2% until PPPA floor on purchasing power applies 2.50% thereafter

- (1) Net of pension plan investment and administrative expenses including inflation.
 (2) The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Scale MP 2016 published by the Society of Actuaries. For more details on this table please refer to the 2017 experience study report.

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent. To determine whether the municipal bond rate should be used in the calculation of a discount rate for public agency plans (including PERF C), CalPERS stress tested plans that would be most likely resulted in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing of the plans, the tests revealed the assets would not run out. Therefore, the current 7.15 percent discount rate is appropriate, and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 7.15 percent is applied to all plans in the Public Employees Retirement Fund, including PERF C. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS' website under the GASB Statement No. 68 section.

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management (ALM) review cycle that is scheduled to be completed in February 2022. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB Statements No. 67 and No. 68 calculations through at least the 2021-22 fiscal year. CalPERS will continue to check the materiality of the difference in calculation until such time as they have changed their methodology.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 7 – PENSION PLAN (continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

Discount Rate (continued)

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1-10(a)	Real Return Years 11+(b)
Global Equity	50.0%	4.80%	5.98%
Global Fixed Income	28.0%	1.00%	2.62%
Inflation Sensitive	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Estate	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	100%		

(a) An expected inflation of 2.00% was used for this period.

(b) An expected inflation of 2.92% was used for this period.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in Discount Rate

The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 7.15 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.15 percent) or 1 percentage point higher (8.15 percent) than the current rate:

	1% Decrease 6.15%	Discount Rate 7.15%	1% Increase 8.15%
District's proportionate share of the net pension plan liability	\$6,784,224	\$ 3,846,728	\$ 1,418,343

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS' financial reports.

C. Payable to Pension Plan

At June 30, 2022, the District had no amount outstanding for contributions to the pension plan required for the fiscal year ended June 30, 2022.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 8 – LONG-TERM LIABILITIES

The following is a summary of long-term liabilities for the fiscal year ended June 30, 2022:

	Balance July 1, 2021	Increases	Decreases	Prior-period Adjustment	Balance June 30, 2022	Due within One year
Compensated absences	\$ 464,807	\$ 126,148	\$ (96,597)	\$ -	\$ 494,358	\$ 49,436
Notes payable - pension related debt	380,000		(250,000)		130,000	130,000
2017 Certificates of participation	12,035,000		(300,000)		11,735,000	310,000
Certificates of participation premium	65,168		(2,854)		62,314	2,854
Other post employment benefits	1,116,798		(68,266)		1,048,532	
Net pension liability	6,650,966		(1,546,029)	(1,258,209)	3,846,728	
Total	<u>\$20,712,739</u>	<u>\$ 126,148</u>	<u>\$ (2,263,746)</u>	<u>\$ (1,258,209)</u>	<u>\$17,316,932</u>	<u>\$ 492,290</u>

NOTE 9 – DEFERRED COMPENSATION SAVINGS PLAN – FULL-TIME EMPLOYEES

For the benefit of its employees, the District participates in two 457 Deferred Compensation Programs (Programs). The purpose of these Programs is to provide deferred compensation for public employees that elect to participate in the Programs. Generally, eligible employees may defer receipt of a portion of their salary until termination, retirement, death, or unforeseeable emergency.

Federal law requires deferred compensation assets to be held in trust for the exclusive benefit of the participants. Accordingly, the District is in compliance with this legislation. Therefore, these assets are not the legal property of the District and are not subject to claims of the District's general creditors. Fair value of the plan assets held in trust by ICMA Retirement Corporation and MetLife at June 30, 2022 was \$1,259,629 and \$225,350 respectively.

The District has implemented GASB Statement No. 32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. Since the District has little administrative involvement and does not perform the investing function for this plan, the assets and related liabilities are not shown on the statement of net position.

NOTE 10 – DEFERRED COMPENSATION SAVINGS PLAN – PART-TIME EMPLOYEES

Part-time employees are covered by a deferred compensation plan in accordance with Internal Revenue Code Section 457 (Plan). The Plan is a non-elective deferred compensation arrangement for the benefit of employees who are not covered by another retirement system maintained by the District. Under the Plan, an eligible Participant accrues a monthly benefit that is equal to one-twelfth (1/12) of an amount equal to 2% of the Participant's average annual compensation times years of service up to 30 years. Distributions from the Plan are made only when the Participant has separated from service and the Participant's accrued benefits are non-forfeitable.

With certain limitations, a Participant may elect the time and manner by which his or her deferred amounts will be distributed. The election must be made prior to the date any such amounts become payable to the Participant. If the Participant fails to make a timely election concerning distribution of the deferred amounts, the amounts shall be in a lump sum distribution as prescribed by the Plan. The manner and time of benefit payout must meet the distribution requirements of the Internal Revenue Code Section 401(a) and 457(d)(2).

The Plan provides that all amounts deferred under the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, or rights will remain (until made available to the participant) solely the property and rights of the District, subject only to claims of such District's general creditors. The rights of any Participant or beneficiary to payments pursuant to the Plan are non-assignable, and his or her interest in benefits under the Plan is not subject to attachment, garnishment or other legal process. Currently, one retired employee is receiving monthly benefit check from this Plan and three retired employees are receiving an annual benefit.

In 2011, the assets of the Plan were transferred to the Part-Time Employees Retirement Trust Fund, with the District remaining the trustee of the Plan, and held as a fiduciary fund of the District in the accompanying financial statements.

NOTE 11 – DEFERRED OUTFLOWS OF RESOURCES-REFUNDING OF DEBT

At June 30, 2022, deferred outflows of resources, reported in the statement of net position relating to the defeasance of the 2009 certificates of participation, consisted of the following:

	<u>Governmental Activities</u>
Deferred charge of refunding	<u>\$ 504,588</u>

NOTE 12 – RISK MANAGEMENT

The District is a member of the Park and Recreation District Employee Compensation with the California Association for Park and Recreation Insurance (CAPRI).

A. Description of CAPRI

CAPRI is comprised of 63 members and is organized under a Joint Exercise Powers Agreement pursuant to the California Government Code. The purpose of the CAPRI is to arrange and administer programs of insurance, risk management, and loss prevention for the pooling of self-insured losses and to purchase excess insurance coverage.

CAPRI is governed by a separate board of directors, which is comprised of seven directors elected from the member districts. The board controls the operations of CAPRI, including selection of management and approval of operating budgets.

B. Self-Insurance Programs of CAPRI

General and auto liability, public officials and employees' liability programs have total risk financing insurance limits of \$1,000,000 with various deductibles of \$2,000 to \$20,000 per occurrence. Excess insurance has been purchased by the District above the self-insurance limits. In addition to the above, the District also has the following insurance coverage:

- All-Risks property loss coverage including boiler and machinery coverage, is subject to a \$2,000 deductible per occurrence payable by the District.
- Flood and earthquake coverage with an annual aggregate limit of \$5,000,000 per occurrence for earthquakes and \$10,000,000 for flood for all member districts. The deductible for all loss or damage arising from the risks of flood is \$20,000 and/or earthquake is \$50,000 per occurrence or 5% of the value of the building, contents and/or structure, whichever is greater.
- Workers' compensation insurance up \$350,000 limits.

Settled claims have not exceeded any of the coverage amounts in any of the last three fiscal years and there were no reductions in the District's insurance coverage during the years ending June 30, 2020, 2019, and 2018. Liabilities are recorded when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated net of the respective insurance coverage. Liabilities include an amount for claims that have been incurred but not reported (IBNR). There were no IBNR claims payable as of June 30, 2022, 2021, and 2020.

NOTE 13 – CONTINGENCIES

Litigation

In the ordinary course of operations, the District is subject to other claims and litigation from outside parties. After consultation with legal counsel, the District believes the ultimate outcome of such matters will not materially affect its financial condition.

NOTE 14 – PRIOR PERIOD ADJUSTMENT

A prior period adjustment of \$1,159,427 was made to the statement of activities which includes \$1,078,118 to correct the allocation to the District of the net pension liability and deferred inflows and outflows relating to pension and \$81,309 to remove a payable from Ventura County cash account in the past that was paid but not updated to the account reconciliation. The \$81,309 was also adjusted on the Balance Sheet for the Governmental Funds.

REQUIRED SUPPLEMENTARY INFORMATION

PLEASANT VALLEY RECREATION AND PARK DISTRICT

GENERAL FUND

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For Fiscal Year Ended June 30, 2022

	General Fund			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual	
	Original	Final		
Revenues				
Property taxes	\$ 7,301,920	\$ 7,301,920	\$ 7,599,058	\$ 297,138
Charges for services:				
Registration and other fees	390,163	410,183	562,273	152,090
Facility and other rental fees	353,116	377,616	539,924	162,308
Intergovernmental grants and contributions	72,000	72,000	72,178	178
Investment earnings	14,928	14,928	(11,486)	(26,414)
Other revenues	198,977	418,977	751,525	332,548
Total revenues	<u>8,331,104</u>	<u>8,595,624</u>	<u>9,513,472</u>	<u>917,848</u>
Expenditures				
Salaries and benefits	4,524,182	4,514,552	4,143,496	371,056
Materials and services	3,189,233	3,282,464	3,017,761	264,703
Capital outlay	693,880	737,300	792,236	(54,936)
Debt service:				
Principal	250,000	250,000	250,000	
Interest	237,978	237,978	237,977	1
Total expenditures	<u>8,895,273</u>	<u>9,022,294</u>	<u>8,441,470</u>	<u>580,824</u>
Net change in fund balance	<u>(564,169)</u>	<u>(426,670)</u>	<u>1,072,002</u>	<u>1,498,672</u>
Fund balances - beginning of fiscal year	7,435,723	7,435,723	7,435,723	
Prior-period adjustment			81,309	81,309
Fund balances - beginning of fiscal year, restated	<u>7,435,723</u>	<u>7,435,723</u>	<u>7,517,032</u>	<u>81,309</u>
Fund balance - end of fiscal year	<u>\$ 6,871,554</u>	<u>\$ 7,009,053</u>	<u>\$ 8,589,034</u>	<u>\$ 1,579,981</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
SPECIAL REVENUE FUND - ASSESSMENT DISTRICT FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2022

	Assessment District Fund			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual	
	Original	Final		
Revenues				
Charges for services:				
Special assessments	\$ 1,209,566	\$ 1,209,566	\$ 1,206,651	\$ (2,915)
Property taxes			24,216	24,216
Investment earnings	238	238	323	85
Total revenues	<u>1,209,804</u>	<u>1,209,804</u>	<u>1,231,190</u>	<u>21,386</u>
Expenditures				
Salaries and benefits	30,809	30,809	32,128	(1,319)
Materials and services	588,927	599,577	592,959	6,618
Debt service:				
Principal	300,000	300,000	300,000	
Interest	229,760	229,760	229,756	4
Total expenditures	<u>1,149,496</u>	<u>1,160,146</u>	<u>1,154,843</u>	<u>5,303</u>
Net change in fund balance	60,308	49,658	76,347	26,689
Fund balance - beginning of fiscal year	<u>986,079</u>	<u>986,079</u>	<u>986,079</u>	
Fund balance - end of fiscal year	<u>\$ 1,046,387</u>	<u>\$ 1,035,737</u>	<u>\$ 1,062,426</u>	<u>\$ 26,689</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
SPECIAL REVENUE FUND - QUIMBY FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2022

	Quimby Fund			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual	
	Original	Final		
Revenues				
Investment earnings	\$ 35,013	\$ 10,013	\$ 8,242	\$ (1,771)
Total revenues	<u>35,013</u>	<u>10,013</u>	<u>8,242</u>	<u>(1,771)</u>
Expenditures				
Materials and services			36	(36)
Capital outlay	1,400,000	3,150,913	1,663,047	1,487,866
Total expenditures	<u>1,400,000</u>	<u>3,150,913</u>	<u>1,663,083</u>	<u>1,487,830</u>
Excess of revenues over (under) expenditures	<u>(1,364,987)</u>	<u>(3,140,900)</u>	<u>(1,654,841)</u>	<u>1,486,059</u>
Net change in fund balance	(1,364,987)	(3,140,900)	(1,654,841)	1,486,059
Fund balance - beginning of fiscal year	<u>4,954,848</u>	<u>4,954,848</u>	<u>4,954,848</u>	
Fund balance - end of fiscal year	<u>\$ 3,589,861</u>	<u>\$ 1,813,948</u>	<u>\$ 3,300,007</u>	<u>\$ 1,486,059</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
SCHEDULE OF CHANGES IN THE OPEB LIABILITY AND RELATED RATIOS
Last 10 Years*
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Reporting Period	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Total OPEB liability				
Service cost	\$ 80,062	\$ 37,974	\$ 31,909	\$ 32,780
Interest on the total OPEB liability	26,119	30,962	33,481	31,031
Actual and expected experience difference	(93,737)	380	(100,820)	
Changes in assumptions	(50,517)	216,690	71,218	(51,070)
Benefit payments	(30,193)	(31,425)	(13,465)	(13,532)
Net change in total OPEB liability	<u>\$ (68,266)</u>	<u>\$ 254,581</u>	<u>\$ 22,323</u>	<u>\$ (791)</u>
Total OPEB liability-beginning	1,116,798	862,217	839,894	840,685
Total OPEB liability-ending	<u>\$ 1,048,532</u>	<u>\$ 1,116,798</u>	<u>862,217</u>	<u>839,894</u>
Covered Payroll	\$ 2,346,838	\$ 2,386,027	\$ 2,356,224	\$ 2,474,831
Total OPEB Liability as a percentage of covered payroll	44.68%	46.81%	36.59%	33.94%
Measurement Period	<u>2018</u>			
Total OPEB liability				
Service cost	\$ 37,677			
Interest on the total OPEB liability	26,847			
Actual and expected experience difference	(15,167)			
Changes in assumptions	(107,163)			
Benefit payments	(11,571)			
Net change in total OPEB liability	<u>(69,377)</u>			
Total OPEB liability-beginning	910,062			
Total OPEB liability-ending	<u>\$ 840,685</u>			
Covered Payroll	\$ 2,491,745			
Total OPEB Liability as a percentage of covered payroll	33.74%			

Notes to Schedule:

The discount rate was changed to 1.92% and the healthcare cost trend rate was changed to 5.20% for the June 30, 2021 measurement date.

*-Fiscal year 2018 was the first year of implementation, therefore only five years are shown.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
SCHEDULE OF OPEB CONTRIBUTIONS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

The District's contributions for the fiscal year ended June 30, 2022 was \$16,790. The District did not have an actuary calculate the Actuarially Determined Contribution for the fiscal year ended June 30, 2022, therefore, the District does not need to comply with the GASB Statement No. 75's Required Supplementary Information requirements.

The District's contributions for the fiscal year ended June 30, 2021 was \$30,193. The District did not have an actuary calculate the Actuarially Determined Contribution for the fiscal year ended June 30, 2021, therefore, the District does not need to comply with the GASB Statement No. 75's Required Supplementary Information requirements.

The District's contributions for the fiscal year ended June 30, 2020 was \$31,425. The District did not have an actuary calculate the Actuarially Determined Contribution for the fiscal year ended June 30, 2020, therefore, the District does not need to comply with the GASB Statement No. 75's Required Supplementary Information requirements.

The District's contributions for the fiscal year ended June 30, 2019 was \$13,465. The District did not have an actuary calculate the Actuarially Determined Contribution for the fiscal year ended June 30, 2019, therefore, the District does not need to comply with the GASB Statement No. 75's Required Supplementary Information requirements.

The District's contributions for the fiscal year ended June 30, 2018 was \$13,532. The District did not have an actuary calculate the Actuarially Determined Contribution for the fiscal year ended June 30, 2018, therefore, the District does not need to comply with the GASB Statement No. 75's Required Supplementary Information requirements.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
 Last 10 Years*
 As of June 30, 2022

The following table provides required supplementary information regarding the District's Pension Plan.

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Proportion of the net pension liability	0.07113%	0.04956%	0.05503%	0.05442%	0.04712%
Proportionate share of the net pension liability	\$ 3,846,728	\$ 5,392,757	\$ 5,638,791	\$ 5,244,080	\$ 4,673,053
Covered payroll	\$ 2,304,893	\$ 2,311,561	\$ 2,397,349	\$ 2,491,745	\$ 2,333,876
Proportionate share of the net pension liability as percentage of covered payroll	166.89%	233.30%	235.21%	210.46%	200.23%
Plan's total pension liability	\$ 46,174,942,264	\$ 43,702,930,887	\$ 41,426,453,489	\$ 38,944,855,364	\$ 37,161,348,332
Plan's fiduciary net position	\$ 40,766,653,876	\$ 32,822,501,335	\$ 31,179,414,067	\$ 29,308,589,559	\$ 27,244,095,376
Plan fiduciary net position as a percentage of the total pension liability	88.29%	75.10%	75.26%	75.26%	73.31%
	<u>2017</u>	<u>2016</u>	<u>2015</u>		
Proportion of the net pension liability	0.05434%	0.05172%	0.04365%		
Proportionate share of the net pension liability	\$ 4,701,684	\$ 3,550,158	\$ 2,715,962		
Covered payroll	\$ 2,100,839	\$ 2,058,236	\$ 2,127,640		
Proportionate share of the net pension liability as percentage of covered payroll	223.80%	172.49%	127.65%		
Plan's total pension liability	\$ 33,358,627,624	\$ 31,771,217,402	\$ 30,829,966,631		
Plan's fiduciary net position	\$ 24,705,532,291	\$ 24,907,305,871	\$ 24,607,502,515		
Plan fiduciary net position as a percentage of the total pension liability	74.06%	78.40%	79.82%		

Notes to Schedule:

There were no assumption changes for the 2021-22 fiscal year.

*- Fiscal year 2015 was the 1st year of implementation, therefore only eight years are shown.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
SCHEDULE OF PENSION CONTRIBUTIONS
 Last 10 Years*
 As of June 30, 2022

The following table provides required supplementary information regarding the District's Pension Plan.

	2022	2021	2020	2019	2018
Contractually required contribution (actuarially determined)	\$ 713,551	\$ 656,136	\$ 553,145	\$ 365,356	\$ 367,229
Contribution in relation to the actuarially determined contributions	<u>(713,551)</u>	<u>(656,136)</u>	<u>(553,145)</u>	<u>(365,356)</u>	<u>(367,229)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 2,272,644	\$ 2,304,893	\$ 2,311,561	\$ 2,397,349	\$ 2,491,745
Contributions as a percentage of covered payroll	31.40%	28.47%	23.93%	15.24%	14.74%
	2017	2016	2015		
Contractually required contribution (actuarially determined)	\$ 364,537	\$ 347,493	\$ 273,584		
Contribution in relation to the actuarially determined contributions	<u>(364,537)</u>	<u>(347,493)</u>	<u>(273,584)</u>		
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		
Covered payroll	\$ 2,333,876	\$ 2,100,839	\$ 2,058,236		
Contributions as a percentage of covered payroll	15.62%	16.54%	13.29%		

Notes to Schedule

There were no assumption changes for the 2021-22 fiscal year.

*- Fiscal year 2015 was the 1st year of implementation, therefore only eight years are shown.

SUPPLEMENTARY INFORMATION

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
June 30, 2022

	Special Revenue Funds		Total Nonmajor Special Revenue Funds
	Park Impact Fees Fund	CDBG Fund	
ASSETS			
Cash and investments	\$ 172,359	\$ -	\$ 172,359
Accounts receivable		10,441	10,441
Total assets	<u>\$ 172,359</u>	<u>\$ 10,441</u>	<u>\$ 182,800</u>
LIABILITIES AND FUND BALANCES			
Liabilities			
Due to other funds	\$ -	\$ 6,741	\$ 6,741
Total liabilities		<u>6,741</u>	<u>6,741</u>
Fund Balances			
Restricted:			
Specified park projects	172,359		172,359
CDBG food service		3,700	3,700
Total fund balances	<u>172,359</u>	<u>3,700</u>	<u>176,059</u>
Total liabilities and fund balances	<u>\$ 172,359</u>	<u>\$ 10,441</u>	<u>\$ 182,800</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FISCAL YEAR ENDED JUNE 30, 2022

	Special Revenue Funds		Total Nonmajor Special Revenue Funds
	Park Impact Fees Fund	CDBG Fund	
Revenues			
Charges for services:			
Ordinance fees	\$ 172,347	\$ -	\$ 172,347
Intergovernmental grants and contributions		31,113	31,113
Investment earnings	12		12
Total revenues	<u>172,359</u>	<u>31,113</u>	<u>203,472</u>
Expenditures			
Salaries and benefits		26,339	26,339
Materials and services		1,074	1,074
Total expenditures		<u>27,413</u>	<u>27,413</u>
Excess of revenues over (under) expenditures	<u>172,359</u>	<u>3,700</u>	<u>176,059</u>
Net change in fund balances	172,359	3,700	176,059
Fund balances - beginning of fiscal year			
Fund balances - end of fiscal year	<u>\$ 172,359</u>	<u>\$ 3,700</u>	<u>\$ 176,059</u>



Moss, Levy & Hartzheim LLP

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Pleasant Valley Recreation and Park District
Camarillo, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the governmental activities, each major fund, and the aggregate remaining fund information of Pleasant Valley Recreation and Park District (the District), as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Pleasant Valley Recreation and Park District's basic financial statements and have issued our report thereon dated February 16, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pleasant Valley Recreation and Park District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Moss, Levy & Hartzheim LLP

Santa Maria, California
February 16, 2023

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: March 1, 2023

SUBJECT: LAS POSAS EQUESTRIAN PARK TRAILS UPDATE

SUMMARY

Pleasant Valley Recreation and Park District (District) has owned the land that Las Posas Equestrian Park (Park) occupies since 1972. The District developed and began operating the Park in 1979. Between 1979 and 1992, the District operated under the assumption that it was the owner of the trail system, which runs behind and beneath several neighboring residential properties. The local homeowner's association sued the District, and it was established in 1993 that the District did not own certain sections of the trails and was given access to those areas via conveyance.

These conveyances are valid for 30 years, given that the District maintains their operation as equestrian trails. If the District fails to maintain the trails for equestrian use during this time, the conveyances will revert to the property owners.

BACKGROUND

Las Posas Equestrian Park is a park in the northwest quadrant of the District. Developed in 1979, the park offers a riding arena and riding trails that run down into a wash behind several Las Posas Hills neighborhood homes. In addition to the trail system, two arenas offer the only enclosed public equestrian facilities in the Camarillo area. Throughout the years, common users have included hikers looking for a challenging urban trail site and urban horse owners including members of the Camarillo White Horses and Las Posas Rancheros.

Since the District took ownership of the land in 1972, it has been a source of concern for local residents and has been difficult for District Staff. The largest point of contention for both residents and the District has stemmed from a lawsuit which was filed against the District and a variety of other defendants and was resolved with an adjudicated Settlement reached in early 1993. The Settlement between the District and the Plaintiffs is the most current document that governs the disposition of land in the area and how the trails are to be used and maintained.

Within the Settlement, the District has been conveyed portions of eight properties, strips "4 and 5," (see attachments) to provide the public with access to uninterrupted equestrian trail areas and to maintain the trail areas. Additionally, the District has been granted a license agreement for the use of trail strips "1, 2, and 3" (see attachments) which the Association manages. The District is also obligated to maintain the trails through strips 4 and 5 at a minimum of twelve feet wide unless restricted by topography. The District maintains the right to close the trail at any time for the purposes of public safety if it finds that the adjoining homeowners are not maintaining the portions of their property which abut the trail or if they improperly block the trail.

The last stipulation that affects the District's ability to maintain the park trail system is the expiration date of the conveyances and stipulations placed upon the trail's use. To maintain access to the conveyances and subsequent separated pieces of trails, the District is obligated to maintain the trail system for equestrian use for 30 years from the date of the Settlement. If this point is violated, the District will lose its right to use the conveyances and will be forced to return those properties to the adjacent owners.

If the Settlement is maintained with the Las Posas Hills Homeowners Association until the end of the specified 30 years, the Grant of License for Equestrian Trails will automatically renew for another irrevocable five (5) years. Either party can unilaterally inform the other that they wish to not renew the current agreement, at which point the agreement would become null and void at the end of its term.

Additionally, located at the southern end of the trail system, the Ventura County Watershed District has a storm basin known as Parcel X. Currently, people traveling on this portion of the trail system will reach a No Trespassing sign at the storm basin and are required to turn around. However, individuals tend to ignore the sign and travel along the basin or trespass onto neighboring properties.

District staff has contacted the Ventura County Watershed District to investigate what steps and costs would be associated with incorporating this section into the trail. The District would have to enter into an encroachment permit and watercourse permit with the Ventura County Watershed in order for the District to access Parcel X. This process will cost the District upward of \$2,000 in relation to the permitting process. Additionally, the District would need to develop a maintenance agreement between the Watershed Protection District and Pleasant Valley Recreation & Park District outlining who is responsible for what. At this time, further research is still needed to gauge a cost estimation pertaining to the "Use and Maintenance" Agreement.

Currently there are five private property owners which have easements as either part of Property X and/or as part of the Watershed Basin. As part of the process, the District would need to engage the property owners in discussion pertaining to easements for the District. This process of investigating all Ventura County Watershed District requirements and easements with the 5 property owners will take a minimum of three to six months to complete. The Board voted at the December 2021 Board meeting to move forward on renegotiating the agreements with the residents along the District section of trail, negotiate agreements with property owners along the water basin, negotiate an agreement with Ventura County for the water basin access, and negotiate with the HOA for a modern agreement.

ANALYSIS

At the December 2, 2021 Board meeting, the Board directed staff to pursue what was Option 2B in which the District would take responsibility for the watershed basin, continue with the District's current section of the trail, but not take responsibility for the Las Posas Hills HOA trail sections.

To that end, District staff have been working with the homeowners along the District's section of the trail as the terms of the existing easements are set to expire on March 17, 2023. The District has held several meetings with the homeowners to hear their concerns as well as move the project forward. At this juncture, staff has been focused on finalizing the six easements along strips "4 and 5" to provide the public access to an uninterrupted equestrian trail which could eventually lead to the Water Basin to the South as well as continue to the trail to the North which leads to trail strips "1, 2, and 3" which is managed by the Las Posas Homeowners Association.

Staff has consulted with the District's legal team and the homeowners to amend the existing easements rather than creating all new easement agreements. The amendment easements are a simple 1-page document referencing: a) original easement, b) easement will continue for a period of thirty (30) years from recordation, c) District agrees to maintain the Easement at its expense, d) hold Owner harmless for claims made by users of the Trail Easement, and e) maintain liability insurance through the joint power authority.

Currently, the four (4) of the six (6) homeowners have signed the easement amendment. Staff continues to have conversations with the other two homeowners as one is located in the middle portion of the trail and the other at the northern most end which abuts to the HOA strips. Staff is currently focusing its efforts on the homeowner in the middle section as this particular easement is the key to the connection to the south and the water basin. Should the homeowner decide not to sign by the March 17, 2023 deadline, there is still the option for them to sign at a later date and continue with an easement; however, the homeowner would be responsible for the easement during the lapse of time between signing an updated easement agreement.

Staff has not begun to move forward negotiating the agreements with property owners along the water basin or negotiate an agreement with Ventura County for the water basin access, or the Las Posas Hills HOA until all properties south of the District's properties have been finalized so there is no break in the trail. The Las Posas Hills HOA has sent an updated agreement in which they are requesting that annually the District provide financial assistance, commencing on March 17, 2023, with an initial payment of \$15,000 and a yearly increase of \$500 per year until a maximum yearly fee of \$30,000 is achieved. Failure to make a yearly payment would terminate the license agreement. Currently, there is no confirmation that this agreement has been approved by either the general membership or the Board of Directors for the Las Posas Hill HOA. Staff has provided feedback based on the District's Board of Directors direction at the December 2, 2021 meeting which was to continue the Grant License Agreement as is currently in place and to continue for another five (5) years per the stipulation.

FISCAL

The financial impact will depend on the direction the Board chooses to go. Notwithstanding staff labor contributions, since 2018 the District has expended \$13,578.20 in legal fees towards the preparation of the expiration of the conveyances and subsequent easement amendments. Additional staffing, legal, and recording fees will be involved if all of the homeowners in Strips 4 and 5 eventually agree to the amended easements and efforts continue down to Parcel X, or the water basin owned by Ventura County. Capital improvements to the trail easements may be involved if new signage, trail stabilization, and/or plantings are added.

RECOMMENDATION

It is recommended the Board provide guidance and direction for the Las Posas Equestrian Park trails.

ADDITIONAL INFORMATION

- 1) Las Posas Equestrian Park Trail Settlement (109 pages)
- 2) 1992-1993 Las Posas Easements (62 pages)
- 3) Easement Amendment Example (3 pages)
- 4) Las Posas Equestrian Trail Map (2 pages)
- 5) Las Posas Hills Homeowners Association License Agreement (1 page)

SETTLEMENT DOCUMENTS

LAS POSAS EQUESTRIAN COMMITTEE

v.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

VENTURA COUNTY SUPERIOR COURT

CASE NO. 96404

1. JUDGMENT
2. STIPULATION TO ENTRY OF JUDGMENT
3. SETTLEMENT AGREEMENT AND MUTUAL RELEASE
4. JUDGMENT BY COURT AFTER DEFAULT
5. LICENSE AGREEMENT
6. HOMEOWNER GRANT DEEDS AND GRANTS OF EASEMENT

RECORDED AT REQUEST OF
AND RETURN TO:

Michael W. Case, Esq.
Ferguson, Case, Orr, Paterson
& Cunningham
1050 South Kimball Road
Ventura, CA 93004

93-065046

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
3:30pm 13-Apr-93

Rec Fee 23.00
ADD 2.00
Check 25.00

CC 7

FILED

MAR 22 1993

SHEILA GONZALEZ, Superior Court
Executive Officer and Clerk
By *[Signature]* Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

10	LAS POSAS EQUESTRIAN COMMITTEE,)	Case No. 96404
11	an Unincorporated Association on)	
	Behalf of its Members, et al.,)	
12)	JUDGMENT
	Plaintiffs,)	
13	vs.)	
14	PLEASANT VALLEY RECREATION AND)	
15	PARK DISTRICT, a political entity,)	
	et al.,)	
16)	
	Defendants,)	
17	<hr/>		
18	AND RELATED CROSS-ACTIONS.)	

Having considered the Settlement Agreement submitted, the evidence presented by the parties, and the arguments of counsel at this Court's hearing duly noticed for that purpose, and finding good cause, this Court finds:

A. Plaintiffs and cross-defendants LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members; LAS POSAS RANCHEROS, a non-profit California corporation; DAVID ANDERSON, an individual and on behalf of the general

1 public; ROBERT W. SCHROEDER, an individual; and LEONARD DIAMOND,
2 an individual, sometimes all collectively referred to as "PLAIN-
3 TIFF EQUESTRIANS"; defendants and cross-complainants DAVID G.
4 SCHUMAKER and KAREN J. SCHUMAKER; RICHARD G. TANITA and EDNA O.
5 TANITA; KENNETH H. HENDRICKSON and MARIAN HENDRICKSON, Trustees;
6 ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees;
7 DENNIS E. REYNOLDS and SUSAN REYNOLDS; ZOLTAN DALA and SAROLTA A.
8 DALA; all collectively referred to as "SELECTED HOMEOWNERS"; and
9 cross-defendants LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCI-
10 ATION"); THE MITCHELL COMPANY and ROBERT BOSWELL collectively
11 "MITCHELL"; PLEASANT VALLEY RECREATION AND PARK DISTRICT "PARK
12 DISTRICT"; HENRY Y. SASAKI and BETTY M. SASAKI "SASAKIS"; and
13 EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively
14 "RAMSEYER" have previously agreed to and executed a "Settlement
15 Agreement and Mutual Release" (the "Settlement Agreement"), which
16 resolves many of the issues of the complaints and cross-com-
17 plaints herein.

18
19 B. The Settlement Agreement concerns LAS POSAS HILLS,
20 Tract Number 2706, located in the vicinity of Camarillo, Califor-
21 nia, in the County of Ventura. It was developed in two phases,
22 following recordation of a Tract Subdivision Map on October 5,
23 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53,
24 of the Official Records of Ventura County ("Tract Map"). The
25 first phase was developed, and its CC&R's were recorded prior to
26 development of Phase II, thereafter added by recordation of a
27 Declaration of Annexation.

28 [*Not in original document, added at recorder's request: Robert S. MacAlister and
Catherine V. MacAlister Trust dated November 20, 1985; Hendrickson Family Trust
dated December 3, 1979.]

1 C. A dispute has arisen among the PLAINTIFF EQUESTRIANS
2 and the remaining parties to this Agreement regarding the exis-
3 tence and location of equestrian easements within Tract 2706.
4 Plaintiffs have previously contended that a public trail system
5 exists as more or less illustrated by the proposed trails identi-
6 fied by the Tract Map based on various theories set forth in
7 their complaint. The remaining parties with the possible excep-
8 tion of the PARK DISTRICT, disagree in one manner or another, as
9 to both the existence and location of the trails, and dispute the
10 claim that any trails are public. Those positions are more fully
11 set forth in their various pleadings.
12

13 D. Cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS,
14 MacALISTERS, REYNOLDS and DALAS, have asked the Court by their
15 cross-complaint to determine the easement rights the subject of
16 the complaint, the cross-complaints and this judgment, and named
17 as cross-defendants, Does 501 through 950, inclusive, asserting
18 that such cross-defendant Does may assert adverse claims. The
19 said cross-complaint was duly served on said cross-defendant Does
20 by publication in accordance with Code of Civil Procedure section
21 415.50, said cross-defendant Does failed to respond to the cross-
22 complaint or to otherwise appear and, on July 13, 1992, the Court
23 entered its judgment after default against said Doe cross-defen-
24 dants and in favor of cross-complainants SCHUMAKERS, TANITAS,
25 HENDRICKSONS, MacALISTERS, REYNOLDS and DALAS. The Court finds
26 that a several judgment against said Doe cross-defendants is
27 proper and that, pursuant to Code of Civil Procedure Sections 578
28 and 579, the Court is entitled to make the within judgment

1 determining the ultimate rights of the remaining parties on each
2 side, as between themselves.

3
4 E. Among other things, the Settlement Agreement creates an
5 agreed equestrian trail system for public use to be owned and/or
6 controlled by the Park District. That system incorporates the
7 use of some, but not all, of the trails and/or property original-
8 ly a part of this action, in addition to adjoining properties
9 owned by non-parties who have voluntarily participated. Certain
10 other property the subject of this litigation is not included as
11 a part of that trail system. This judgment confirms the agreed
12 system as more specifically described by the Settlement Agreement
13 and records that certain property interests are not included.

14
15 F. The judgment made herein is consistent with the Settle-
16 ment Agreement, and the evidence presented. Finding good cause
17 to do so, the Court orders entry of judgment as follows:

18
19 IT IS THEREFORE ADJUDGED, ORDERED AND DECREED:

20
21 1. The Settlement Agreement, including without limitation,
22 those parts creating an agreed equestrian trail system, is
23 approved. Each of the parties to the Settlement Agreement is
24 bound by its terms and entitled to its benefits as therein
25 provided.

26
27 2. Pursuant to the ASSOCIATION'S CC&R's and certain
28 effectuating deeds, private equestrian easements were created on

1 behalf of the ASSOCIATION in Phase I only (Lots 1-20, 71 and 73-
2 83) in the area of the proposed easements shown on the Tract Map.
3 Pursuant to the same CC&R's and the Declaration of Annexation by
4 which Phase II was annexed to the Tract, certain other private
5 equestrian easements were created on behalf of the ASSOCIATION as
6 described in Exhibit "A" to the Declaration of Annexation. All
7 of the previously-mentioned easements are owned by the LAS POSAS
8 HILLS OWNERS ASSOCIATION.

9
10 3. The Park District owns, and at all times during the
11 litigation has owned, Lot 57 of Tract 2706. In accordance with
12 the Settlement Agreement certain additional property or easement
13 rights in or adjoining Tract 2706 have been deeded to the PARK
14 DISTRICT and the PARK DISTRICT has been given a license to use
15 and allow the public to use an agreed part of the ASSOCIATION'S
16 private equestrian trail system. Except for the foregoing,
17 neither the public nor the PARK DISTRICT, has any property right
18 or other claim to any other part of Tract 2706 for equestrian
19 trail purposes.

20
21 4. The following lots within Tract 2706 are not subject to
22 any equestrian easements of any kind, including those depicted on
23 the Tentative Tract Map for Tract 2706: 65, 66, 67, 49, 51 and
24 54.

25
26 5. The "License for Equestrian Recreation Trails" Agree-
27 ment made by the ASSOCIATION and PARK DISTRICT as referenced by
28

1 the Settlement Agreement is hereby approved and found to be
2 valid.

3
4 6. GRIFFIN HOMES ("GRIFFIN"), presently in Chapter 11
5 proceedings under the bankruptcy act, and FRONTIER ENTERPRISES
6 ("FRONTIER"), a corporation related to GRIFFIN, are not parties
7 to the Settlement Agreement. Claims for money damages by or
8 against GRIFFIN and FRONTIER are not resolved by this Judgment.
9 The Court finds that a several judgment as to FRONTIER and/or
10 GRIFFIN is proper and is hereby permitted.

11
12 7. The Court shall maintain continuing jurisdiction as
13 necessary to implement the Settlement Agreement and this Judgment
14 and to resolve any disputes which may arise concerning either.
15 Such disputes shall be submitted to the presiding judge of the
16 Ventura County Superior Court, or such other judge of that Court
17 as the presiding judge shall appoint, for disposition.

18
19 8. The parties shall bear their own respective attorney's
20 fees and costs except as otherwise ordered in favor of any party
21 against cross-defendants FRONTIER or GRIFFIN in any further
22 proceedings.

23
24
25 DATED: MAR 19 1993, 1993

26 Barbara J. ...
JUDGE OF THE SUPERIOR COURT

27 C25799

1 Michael W. Case
2 FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM
3 1050 South Kimball Road
4 Ventura, California 93004
5 (805) 659-6800

FILED

MAR 22 1993

4 Attorneys for Defendants and Cross-Complainants
5 SCHUMAKERS, TANITAS, REYNOLDS, HENDRICKSON,
6 MacALISTERS, and DALA
7 EILA GONZALEZ, Superior Court
8 Executive Officer and Clerk
9 By _____, Deputy

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF VENTURA

10 LAS POSAS EQUESTRIAN COMMITTEE,
11 an Unincorporated Association on
12 Behalf of its Members, et al.,

12 Plaintiffs,

13 vs.

14 PLEASANT VALLEY RECREATION AND
15 PARK DISTRICT, a political entity,
16 et al.,

16 Defendants.

17
18 AND RELATED CROSS-ACTIONS.
19

Case No. 96404

STIPULATION TO ENTRY OF
JUDGMENT

20 Having agreed to settlement of this case, attended various
21 hearings before this Court in connection with resolution of the
22 case and entry of judgment, reviewed the form of judgment at-
23 tached hereto as Exhibit "A", and believing there to be good
24 cause to do so, the parties, through their respective counsel,

25 ///

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28 ///

1 hereby stipulate to entry of judgment in the form attached
2 hereto.

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DATED: January 28, 1993

FERGUSON, CASE, ORR, PATERSON
& CUNNINGHAM

By 
MICHAEL W. CASE, Attorneys for
Defendants and Cross-Complainants
SCHUMAKERS, TANITAS, REYNOLDS,
HENDRICKSONS, MacALISTERS, and
DALA


DATED: January 29, 1993

ENGLAND, WHITFIELD, SCHROEDER
& TREDWAY

By 
MARY SCHROEDER, Attorneys for
Plaintiffs and Cross-Defendants
LAS POSAS EQUESTRIAN COMMITTEE,
an Unincorporated Association on
behalf of its members, LAS POSAS
RANCHEROS, a non-profit
California corporation, DAVID
ANDERSON, an Individual and on
behalf of the general public,
ROBERT SCHROEDER, an Individual,
and LEONARD DIAMOND, an
Individual

DATED: January 29, 1993

HENDERSON & WOHLGEMUTH

By 
JOE HENDERSON, Attorneys for
Defendant and Cross-Complainant
LAS POSAS HILLS OWNERS
ASSOCIATION

1 DATED: February
January 10, 1993


RAMSEYER & ASSOCIATES

2
3
4 By 
EDDIE RAMSEYER, President


5 DATED: February
~~January~~ 10, 1993

6 
EDDIE RAMSEYER, In Propria
Persona

7
8 DATED: February 17, 1993
~~January~~ , 1993


9 
GARY S. MYERS, SR., Attorney for
Defendant and Cross-Defendant
THE MITCHELL COMPANY and ROBERT
BOSWELL

10
11
12 DATED: February
~~January~~ 5, 1993

13 
GORDON R. LINDEEN, Attorney for
Defendant and Cross-Defendant
PLEASANT VALLEY RECREATION AND
PARK DISTRICT

14
15
16 DATED: February
~~January~~ 3, 1993

17 FULBRIGHT & JAWORSKI L.L.P.
RICHARDS, WATSON & GERSHON

18
19 By 
THOMAS R. FREIBERG, JR.,
Attorneys for Defendant and
Cross-Defendant PLEASANT VALLEY
RECREATION AND PARK DISTRICT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

LAS POSAS EQUESTRIAN COMMITTEE,
an Unincorporated Association on
Behalf of its Members, et al.,

Plaintiffs,

vs.

PLEASANT VALLEY RECREATION AND
PARK DISTRICT, a political entity,
et al.,

Defendants.

Case No. 96404

JUDGMENT

AND RELATED CROSS-ACTIONS.

Having considered the Settlement Agreement submitted, the evidence presented by the parties, and the arguments of counsel at this Court's hearing duly noticed for that purpose, and finding good cause, this Court finds:

A. Plaintiffs and cross-defendants LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members; LAS POSAS RANCHEROS, a non-profit California corporation; DAVID ANDERSON, an individual and on behalf of the general

1 public; ROBERT W. SCHROEDER, an individual; and LEONARD DIAMOND,
2 an individual, sometimes all collectively referred to as "PLAIN-
3 TIFF EQUESTRIANS"; defendants and cross-complainants DAVID G.
4 SCHUMAKER and KAREN J. SCHUMAKER; RICHARD G. TANITA and EDNA O.
5 TANITA; KENNETH H. HENDRICKSON and MARIAN HENDRICKSON, Trustees;
6 ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees;
7 DENNIS E. REYNOLDS and SUSAN REYNOLDS; ZOLTAN DALA and SAROLTA A.
8 DALA; all collectively referred to as "SELECTED HOMEOWNERS"; and
9 cross-defendants LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCI-
10 ATION"); THE MITCHELL COMPANY and ROBERT BOSWELL collectively
11 "MITCHELL"; PLEASANT VALLEY RECREATION AND PARK DISTRICT "PARK
12 DISTRICT"; HENRY Y. SASAKI and BETTY M. SASAKI "SASAKIS"; and
13 EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively
14 "RAMSEYER" have previously agreed to and executed a "Settlement
15 Agreement and Mutual Release" (the "Settlement Agreement"), which
16 resolves many of the issues of the complaints and cross-com-
17 plaints herein.

18
19 B. The Settlement Agreement concerns LAS POSAS HILLS,
20 Tract Number 2706, located in the vicinity of Camarillo, Califor-
21 nia, in the County of Ventura. It was developed in two phases,
22 following recordation of a Tract Subdivision Map on October 5,
23 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53,
24 of the Official Records of Ventura County ("Tract Map"). The
25 first phase was developed, and its CC&R's were recorded prior to
26 development of Phase II, thereafter added by recordation of a
27 Declaration of Annexation.

28

1 C. A dispute has arisen among the PLAINTIFF EQUESTRIANS
2 and the remaining parties to this Agreement regarding the exis-
3 tence and location of equestrian easements within Tract 2706.
4 Plaintiffs have previously contended that a public trail system
5 exists as more or less illustrated by the proposed trails identi-
6 fied by the Tract Map based on various theories set forth in
7 their complaint. The remaining parties with the possible excep-
8 tion of the PARK DISTRICT, disagree in one manner or another, as
9 to both the existence and location of the trails, and dispute the
10 claim that any trails are public. Those positions are more fully
11 set forth in their various pleadings.

12
13 D. Cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS,
14 MACALISTERS, REYNOLDS and DALAS, have asked the Court by their
15 cross-complaint to determine the easement rights the subject of
16 the complaint, the cross-complaints and this judgment, and named
17 as cross-defendants, Does 501 through 950, inclusive, asserting
18 that such cross-defendant Does may assert adverse claims. The
19 said cross-complaint was duly served on said cross-defendant Does
20 by publication in accordance with Code of Civil Procedure section
21 415.50, said cross-defendant Does failed to respond to the cross-
22 complaint or to otherwise appear and, on July 13, 1992, the Court
23 entered its judgment after default against said Doe cross-defen-
24 dants and in favor of cross-complainants SCHUMAKERS, TANITAS,
25 HENDRICKSONS, MACALISTERS, REYNOLDS and DALAS. The Court finds
26 that a several judgment against said Doe cross-defendants is
27 proper and that, pursuant to Code of Civil Procedure Sections 578
28 and 579, the Court is entitled to make the within judgment

1 determining the ultimate rights of the remaining parties on each
2 side, as between themselves.

3

4 E. Among other things, the Settlement Agreement creates an
5 agreed equestrian trail system for public use to be owned and/or
6 controlled by the Park District. That system incorporates the
7 use of some, but not all, of the trails and/or property original-
8 ly a part of this action, in addition to adjoining properties
9 owned by non-parties who have voluntarily participated. Certain
10 other property the subject of this litigation is not included as
11 a part of that trail system. This judgment confirms the agreed
12 system as more specifically described by the Settlement Agreement
13 and records that certain property interests are not included.

14

15 F. The judgment made herein is consistent with the Settle-
16 ment Agreement, and the evidence presented. Finding good cause
17 to do so, the Court orders entry of judgment as follows:

18

19 IT IS THEREFORE ADJUDGED, ORDERED AND DECREED:

20

21 1. The Settlement Agreement, including without limitation,
22 those parts creating an agreed equestrian trail system, is
23 approved. Each of the parties to the Settlement Agreement is
24 bound by its terms and entitled to its benefits as therein
25 provided.

26

27 2. Pursuant to the ASSOCIATION'S CC&R'S and certain
28 effectuating deeds, private equestrian easements were created on

1 behalf of the ASSOCIATION in Phase I only (Lots 1-20, 71 and 73-
2 83) in the area of the proposed easements shown on the Tract Map.
3 Pursuant to the same CC&R's and the Declaration of Annexation by
4 which Phase II was annexed to the Tract, certain other private
5 equestrian easements were created on behalf of the ASSOCIATION as
6 described in Exhibit "A" to the Declaration of Annexation. All
7 of the previously-mentioned easements are owned by the LAS POSAS
8 HILLS OWNERS ASSOCIATION.

9
10 3. The Park District owns, and at all times during the
11 litigation has owned, Lot 57 of Tract 2706. In accordance with
12 the Settlement Agreement certain additional property or easement
13 rights in or adjoining Tract 2706 have been deeded to the PARK
14 DISTRICT and the PARK DISTRICT has been given a license to use
15 and allow the public to use an agreed part of the ASSOCIATION'S
16 private equestrian trail system. Except for the foregoing,
17 neither the public nor the PARK DISTRICT, has any property right
18 or other claim to any other part of Tract 2706 for equestrian
19 trail purposes.

20
21 4. The following lots within Tract 2706 are not subject to
22 any equestrian easements of any kind, including those depicted on
23 the Tentative Tract Map for Tract 2706: 65, 66, 67, 49, 51 and
24 54.

25
26 5. The "License for Equestrian Recreation Trails" Agree-
27 ment made by the ASSOCIATION and PARK DISTRICT as referenced by
28

1 the Settlement Agreement is hereby approved and found to be
2 valid.

3
4 6. GRIFFIN HOMES ("GRIFFIN"), presently in Chapter 11
5 proceedings under the bankruptcy act, and FRONTIER ENTERPRISES
6 ("FRONTIER"), a corporation related to GRIFFIN, are not parties
7 to the Settlement Agreement. Claims for money damages by or
8 against GRIFFIN and FRONTIER are not resolved by this Judgment.
9 The Court finds that a several judgment as to FRONTIER and/or
10 GRIFFIN is proper and is hereby permitted.

11
12 7. The Court shall maintain continuing jurisdiction as
13 necessary to implement the Settlement Agreement and this Judgment
14 and to resolve any disputes which may arise concerning either.
15 Such disputes shall be submitted to the presiding judge of the
16 Ventura County Superior Court, or such other judge of that Court
17 as the presiding judge shall appoint, for disposition.

18
19 8. The parties shall bear their own respective attorney's
20 fees and costs except as otherwise ordered in favor of any party
21 against cross-defendants FRONTIER or GRIFFIN in any further
22 proceedings.

23
24
25 DATED: _____, 1992

26 _____
JUDGE OF THE SUPERIOR COURT

27 C25799

1 MICHAEL W. CASE
2 FERGUSON, CASE, ORR, PATERSON
3 & CUNNINGHAM
4 1050 South Kimball Road
5 Ventura, CA 93004
6 (805) 659-6800

FILED

MAR 22 1993

7 Attorneys for Defendants and Cross-Complainants
8 SCHUMAKER, TANITA, HENDRICKSON, MacALISTER,
9 REYNOLDS and DALA
10 SHEILA GONZALEZ, Superior Court
11 Executive Officer and Clerk
12 By _____, Deputy

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF VENTURA

15 LAS POSAS EQUESTRIAN)
16 COMMITTEE, an Unincorporated)
17 Association on Behalf of its)
18 Members, et al.,)

Case No. 96404

SETTLEMENT AGREEMENT AND MUTUAL
RELEASE

19 Plaintiffs,)

20 v.)

21 PLEASANT VALLEY RECREATION)
22 AND PARK DISTRICT, a)
23 political entity, et al.,)

24 Defendants.)
25)
26)
27)
28)

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATED: May 11, 1992

- PARTIES:
- A. LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, ("LAS POSAS EQUESTRIAN"); LAS POSAS RANCHEROS, a non-profit California corporation, ("LAS POSAS RANCHEROS"); DAVID ANDERSON, an Individual and on behalf of the general public, ("ANDERSON"); ROBERT W. SCHROEDER, an Individual, ("SCHROEDER"); and LEONARD DIAMOND, an Individual ("DIAMOND"), sometimes all collectively referred to as "PLAINTIFF EQUESTRIANS".
 - B. DAVID G. SCHUMAKER and KAREN J. SCHUMAKER ("SCHUMAKERS"); RICHARD G. TANITA and EDNA O. TANITA ("TANITAS"); KENNETH H. HENDRICKSON AND MARIAN HENDRICKSON, Trustees ("HENDRICKSONS"); ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees ("MacALISTERS"); DENNIS E. REYNOLDS and SUSAN REYNOLDS ("REYNOLDS"); ZOLTAN DALA and SAROLTA A. DALA ("DALAS"); all collectively referred to as "SELECTED HOMEOWNERS".
 - C. LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCIATION").
 - D. THE MITCHELL COMPANY and ROBERT BOSWELL, collectively "MITCHELL".
 - E. PLEASANT VALLEY RECREATION AND PARK DISTRICT AND BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ("PARK DISTRICT").
 - F. EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively "RAMSEYER".

RECITALS

A. LAS POSAS HILLS, Tract Number 2706, is located in the vicinity of Camarillo, California, in the County of Ventura. It was developed in two phases, following recordation of Tract

Subdivision Map on October 5, 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53, of the Official Records of Ventura County ("Tract Map"). The first phase was developed, and its CC&R's were recorded prior to development of Phase II, thereafter added by recordation of a Declaration of Annexation.

B. The Tract Map references "proposed" equestrian easements. Some of the proposed easements were expressly conveyed to the Association and some were not. The Declaration of Annexation purports to delete some of those proposed equestrian easements from the LAS POSAS HILLS development.

C. A dispute has arisen among the PLAINTIFF EQUESTRIANS and the remaining parties to this Agreement regarding the existence and location of equestrian easements within Tract 2706. Plaintiffs contend that a public trail system exists as more or less illustrated by the proposed trails identified by the Tract Map based on various theories set forth in their complaint. The remaining parties with the exception of the PARK DISTRICT, disagree in one manner or another, as to both the existence and location of the trails, and dispute the claim that any trails are public. Those positions are more fully set forth in their various pleadings.

D. Included within Tract 2706 is Lot 57, previously conveyed by the developer, GRIFFIN DEVELOPMENT COMPANY, later

known as GRIFFIN HOMES (hereinafter "GRIFFIN") to defendant PARK DISTRICT. Lot 57 has been developed as an equestrian arena and is used by various EQUESTRIAN PLAINTIFFS, and will be served by the trails created under the terms of this Agreement.

E. On April 7, 1987, plaintiffs filed their "Petition for Mandate and Complaint for Declaratory Relief, Quiet Title, Prescriptive Easement, and Injunctive Relief", Ventura County Superior Court Case Number 96404 (the "Action"). Certain persons were not served and/or have not answered the complaint and are not signatories to this Agreement. The defendants who answered generally denied the allegations of the complaint. Some defendants also filed cross-complaints.

F. The defendants and cross-defendants to this Action include the ASSOCIATION, the owners association formed by the CC&R's for Tract 2706; certain SELECTED HOMEOWNERS who have been named as defendants and cross-defendants and are active participants in this litigation as otherwise indicated; defendant PARK DISTRICT; the tract's developer, GRIFFIN DEVELOPMENT COMPANY, later known as GRIFFIN HOMES ("GRIFFIN"); GRIFFIN'S brokers and agents at the time the project was developed, MITCHELL; a corporation related to GRIFFIN, FRONTIER ENTERPRISES; the project design engineer, RAMSEYER; the COUNTY OF VENTURA and its BOARD OF SUPERVISORS (the "COUNTY"); various other homeowners residing in Tract 2706 who have been named by

the Action, but not served; and cross-defendant Does alleged by the SELECTED HOMEOWNERS to have possible easement claims. Plaintiffs have also been named as cross-defendants by the SELECTED HOMEOWNERS. The parties to this Agreement are either plaintiffs, defendants, cross-complainants or cross-defendants to said litigation. Although no longer a party to the litigation, the COUNTY has agreed to participate in this settlement as further discussed.

G. After considerable discovery and negotiation, the parties have each for their own purposes, but for the common benefit of all, agreed to compromise their various disputes as set forth in this Agreement. They do so without admission, and for the purpose of buying peace, and finally resolving their respective disputes. Among other things, this Agreement establishes an agreed equestrian trail system primarily within Tract 2706, the parties having concluded that the agreed system is in their common interest. In exchange, certain parts of the trail system as alleged by the litigation and the claims related thereto are waived and otherwise abandoned.

H. GRIFFIN DEVELOPMENT COMPANY, later known as GRIFFIN HOMES, ("GRIFFIN"), a named cross-defendant, was originally a participant in the settlement discussions preceding this Agreement. GRIFFIN is also successor in interest to FRONTIER ENTERPRISES, INC., also a named cross-defendant in the Action.

On March 9, 1992, GRIFFIN filed a voluntary petition as a Chapter 11 debtor in the United States Bankruptcy Court, Central District of California, and has not thereafter, despite request, voluntarily participated.

AGREEMENT

The parties agree:

1. Specific Consideration. As specific consideration, in addition to the remaining provisions of this Agreement, the parties agree:

a) The primary purpose of this Agreement, as discussed by the foregoing recitals, is to create a sufficient property interest and license rights in the PARK DISTRICT to operate for a minimum of thirty (30) years a public equestrian system in Tract 2706, to be owned, controlled, maintained by, and the financial responsibility of, the PARK DISTRICT and the ASSOCIATION as further described herein. If any part of any property interest conveyed to the PARK DISTRICT under this Agreement ceases to be used for equestrian purposes, the PARK DISTRICT shall, on request, reconvey such part or parts to its respective grantors, or their successors if they have conveyed their original adjoining property from which the property interest was taken. The completed trail system, including the

described property interests and the related license given by the ASSOCIATION shall be located over the following property interests and area, described for purposes of illustration as strips numbered one, two, three, four and five, as follows:

i) Strip One. Strip one includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 1-7; 10-19; and 20-27, inclusive, as illustrated by Exhibit "A".

ii) Strip Two. Strip two includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 29, 33, 34, 35, 36, 58, 59 and 62, as illustrated by Exhibit "A".

iii) Strip Three. Strip three includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 74-83; 69 and 71, as illustrated by Exhibit "A".

iv) Strip Four. Strip four is a strip located over lots 64, 65, 66, and 67 of Tract 2706 and certain other adjoining parcels not within Tract 2706. The affected properties and their present owners are set forth on Exhibit "B".

v) Strip Five. Strip five is a strip located

over lots 52, 53, 54 and 55 and certain other adjoining lots not a part of Tract 2706. The affected properties and their present owners are set forth on Exhibit "C".

b) The ASSOCIATION will convey to the PARK DISTRICT a license for equestrian recreational trails over strips one, two, and three, as described by Exhibit "D".

c) The DALAS, REYNOLDS and MacALISTERS will convey to the PARK DISTRICT that portion of strip four crossing their lots, as described by Exhibit "B".

The parties to this Agreement will take all reasonable acts and steps necessary to acquire and record deeds from the non-party owners of those portions of the additional lots described by Exhibit "B" to complete strip four.

d) The SCHUMAKERS will convey to the PARK DISTRICT those portions of strip five crossing their lot described by Exhibit "C".

Deeds in favor of the PARK DISTRICT will also be acquired and recorded from HENRY SASAKI and BETTY M. SASAKI ("SASAKIS") and the non-party owners of the additional lots described by Exhibit "C" necessary to complete strip five.

e) Strips four and five are further described and located as further set forth by paragraph 16.

f) Certain trail work remains for strips four and five, to be funded by agreed contributions, as more fully set forth by paragraph 3 following.

g) The COUNTY will contribute \$3,500.00 toward the cost of a survey to be made describing strips four and five, the said survey to be used to complete the work described in subpart e) above and to complete the required real property conveyances and deeds. The survey work will be supervised by the PARK DISTRICT.

h) Certain rights against GRIFFIN are assigned to the ASSOCIATION by the SELECTED HOMEOWNERS as further set forth by paragraph 13.

i) The parties will each release the other parties as provided by the general release provisions of paragraph 7 following.

j) PLAINTIFF EQUESTRIANS will also specifically release those claims and parties as set forth in paragraph 8. Among other things, they give up all claims to any other equestrian easements or similar rights within Tract 2706, except

as confirmed or created by this Agreement.

k) The PARK DISTRICT will also release the claims and parties as set forth in paragraph 9. Among other things, it gives up all claims to other equestrian easements or similar rights within Tract 2706, except as confirmed or created by this Agreement.

l) The SELECTED HOMEOWNERS will also release the claims and parties as set forth in paragraph 10.

m) RAMSEYER will also release the claims and parties as set forth in paragraph 11.

n) The ASSOCIATION will also release the claims and parties as set forth in paragraph 12.

o) The parties confirm certain matters specifically set forth by paragraph 15.

2. Deposit of Documents. Following execution of this Agreement, each party shall deposit with Ferguson, Case, Orr, Paterson & Cunningham those deeds and related title documents, and a release of lis pendens for any lis pendens recorded by that respective party in the Action. At such time as all documents have been deposited, the construction required by this Agreement has been completed, the PARK DISTRICT has accepted the trail, and

the parties have agreed, the foregoing documents will be submitted to the Ventura County Recorder for recordation. In performing the foregoing duties, Ferguson, Case, Orr, Paterson & Cunningham shall not be considered to be an escrow holder or be charged with similar fiduciary responsibilities. It shall do so merely as an accommodation and convenience to the remaining parties.

3. REMAINING CONSTRUCTION OF TRAIL ON STRIPS FOUR AND FIVE.

A trail has been generally constructed in the barranca area in which strips four and five are located. That trail requires additional work before the PARK DISTRICT accepts the aforescribed property interests and its obligations hereunder. The ASSOCIATION will cause that work, as described below, to be completed by a contractor agreed upon by the parties, certain parties contributing as follows:

i) The SELECTED HOMEOWNERS will contribute up to \$3,500 to construct: a railroad tie wall approximately three feet high against the side of the barranca on the DALA parcel as previously discussed and bid; to remove or barricade the trail "dog leg" on the REYNOLDS parcel if a survey reveals the trail to be in two locations on the REYNOLDS' parcel; and to construct four barriers to motorcycle or other motorized recreational vehicle use of the trail as more fully discussed by paragraph 4 following.

ii) The ASSOCIATION will contribute up to \$7,500 as necessary for relocation of the trail to its proper location on the SASAKI property, general grading and clean-up of the trail to return it to its proper condition following the winter rains; extension of the drainage pipe on the PIJKA parcel and installation of sandbags, riprap and other materials; to alleviate future water damage to the trail such other trail work not otherwise specifically listed herein and the subject of bids received during settlements discussions; and the balance of necessary survey work also discussed by paragraph 2 f) above.

The construction contract will be let and supervised by the ASSOCIATION, subject to general advice and consent of: the SELECTED HOMEOWNERS in connection with construction of those portions which they are funding; affected property owners as to the location of the trail and easement if not within the described strips; and a committee of the ASSOCIATION, PARK DISTRICT and PLAINTIFF EQUESTRIANS as to the balance of the work.

Once the work has been accepted by the foregoing as being in compliance with the contract and this Agreement, the responsibilities of those persons identified by this paragraph for performance of the work discussed and the condition of the trail in general, shall terminate in favor of the future maintenance and operational responsibilities discussed by paragraph 4 below.

4. Maintenance and Operation of Equestrian Trail. The transfers, conveyances and general arrangements hereby are made for the purpose of creating and maintaining an equestrian trail system as further described. The parties to this Agreement hereby acknowledge:

a) The ASSOCIATION shall be responsible for maintenance of strips one, two and three as equestrian trails and in accordance with Exhibit "D". The PARK DISTRICT shall be responsible for maintenance of strips four and five as an equestrian trail.

b) It is the parties' expectation and intention that strips one, two and three shall at the least be maintained in accordance with the standard of condition and repair generally followed by the ASSOCIATION during the last three years.

c) Strips four and five are located in the vicinity of or in the barranca. It is anticipated and the intention of this Agreement that any trails established therein be constructed and maintained in a "natural" condition appropriate to rural equestrian trails. During its maintenance the PARK DISTRICT shall respect the need to protect the integrity of the barranca walls and the toes thereof, from erosion or damage, and will not damage or alter either without the express consent of the affected adjoining property owner. The PARK DISTRICT shall,

however, be entitled to remove dirt or debris at its own expense that has sloughed off the walls and onto its property.

The parties acknowledge and understand that the barranca and its walls are subject to continued erosion and decay and that neither the SELECTED HOMEOWNERS nor any other adjoining owners are responsible or liable for the effects of the same. The PARK DISTRICT accepts the property to be granted hereunder on that condition and understanding, releasing the SELECTED HOMEOWNERS and other adjoining owners from any liability related thereto.

d) The trails may be used for equestrian uses. They shall not be used for operation of motorized recreational vehicles, including motorcycles, ATV's, motor scooters, or the like. The PARK DISTRICT shall maintain the control devices installed prior to conveyance of properties in strips four and five to the PARK DISTRICT. The trails shall be posted to prohibit such vehicles and the PARK DISTRICT shall enact, if it has not already done so, ordinances prohibiting such use with appropriate penalties for violations. The PARK DISTRICT will welcome cooperation from the ASSOCIATION in the enforcement of this paragraph.

e) Neither the ASSOCIATION, SELECTED HOMEOWNERS, the SASAKIS, nor any of the other parties hereto, shall be responsible for the expense or work of maintaining the trail system,

except as expressly assigned by this Agreement.

f) Although it is the purpose of this Agreement to create public trails, the PARK DISTRICT shall continue to enjoy discretion to close or limit the public's use of any trail under its jurisdiction that it believes that it cannot properly maintain or safely operate. Nevertheless, any trail over strips one, two, and three closed to public use or otherwise restricted by the PARK DISTRICT may, however, continue to be operated as a private equestrian trail under the authority of the ASSOCIATION. Notwithstanding the foregoing, it is the intention of the parties to continue to operate an equestrian trail system for a period of at least thirty (30) years, and the PARK DISTRICT shall make reasonable efforts to accomplish that objective.

g) The parties acknowledge that following the PARK DISTRICT'S acceptance of the properties conveyed hereunder, the SELECTED HOMEOWNERS, ASSOCIATION, and other persons not owning an interest in the property deeded to the PARK DISTRICT shall not be liable for the care, maintenance or operation of the said deeded properties or trail system.

5. Certain Conditions Precedent to Agreement. This Agreement is subject to the following specific conditions precedent:

a) The parties have contacted and contemplate that certain persons not named or not participating in the litigation will deed those properties described by the exhibits attached hereto to the PARK DISTRICT. The parties hereto will all work in good faith to encourage and otherwise procure the said deeds. If any deed is not so delivered, this Agreement shall fail, unless, in that instance, the PARK DISTRICT shall agree to and successfully conduct condemnation proceedings in connection with that respective property, or additional agreements are made to resolve such issues.

b) Certain parties hereto have agreed to convey land to the PARK DISTRICT. Such conveyances, and their duties under this Agreement, are subject to said persons obtaining any and all requisite written consents to such conveyances from their respective lenders, or in the absence thereof, the PARK DISTRICT'S agreement to nevertheless accept that property.

c) This Agreement is further conditioned upon all proper approvals being obtained from the COUNTY OF VENTURA allowing the foregoing conveyances without violation of the Subdivision Map Act, zoning regulations, or other legal requirements.

d) The properties to be deeded are within the service area for and served by the Crestview Mutual Water Company. The Company has represented the conveyances will not cause any

grantor to lose any of their stock in the Company or otherwise adversely affect their present rights to water from the Company. The PARK DISTRICT does not by this Agreement intend to acquire such rights and agrees that they will remain those of the grantors. This Agreement is so conditioned.

6. Gifts. The conveyances made to the PARK DISTRICT for the purpose of establishing public trails are confirmed by the parties hereto to be made as gifts to and for the benefit of the public. The PARK DISTRICT and parties will cooperate in good faith to establish a fair value for the said properties for use in determining favorable income and property tax treatment.

7. General Release Provisions.

a) Unless stated otherwise the terms "release" and "releases" as used in paragraphs 7 through 13 means that the releasing party agrees and does in fact release and forever discharge the released party, and the officers, employees, agents, accountants, attorneys, shareholders, successors, insurance companies and all other persons acting for, under or in concert with the released party, past and present, of and from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, costs or expenses, including attorney fees, of any kind or nature, whatsoever, past or present, ascertained or unascertained, whether or not now

known, suspected or claimed, in connection with the matters thereafter described.

b) The releases given by this Agreement become effective at such time that all documents have been deposited and recorded as provided by paragraph 2 of this Agreement.

c) Each party hereto releases the other from his having prosecuted or defended, Ventura County Superior Court Case Number 96404, and any claims of malicious prosecution or abuse of process related thereto.

d) Each party releases the other from all claims for attorney fees and/or court costs associated with Ventura County Superior Court Case Number 96404.

e) The release provisions of this Agreement shall not be interpreted to release any party from any express obligation created by this Agreement.

8. Releases by PLAINTIFF EQUESTRIANS. The PLAINTIFF EQUESTRIANS, for themselves, their membership, individually, and as representatives of the general public, hereby release:

a) All claims to the existence or use of any equestrian easements, other than the easements described herein

as Strips One, Two, Three, Four and Five, in Tract 2706, whether established by tract map, prescription, or any other theory, including, but not limited to those set forth in their complaint or any amendment thereof.

b) The ASSOCIATION, and its members; and all other persons named as defendants to their complaint from any and all claims for damages related or incidental to claims of equestrian easement, trespass, interference with easement, or as otherwise set forth in the Action. The PLAINTIFF EQUESTRIANS do not release any claims of future interference with the trail system created by this Agreement.

c) From any claim that the ASSOCIATION, or its members (including the SELECTED HOMEOWNERS); RAMSEYER; MITCHELL; or the COUNTY OF VENTURA, have any duty, obligation or responsibility of any kind, except as expressly created by this Agreement, the ASSOCIATION'S governing documents or Exhibit "D" hereto, for maintenance, preservation, operation, or financial responsibility for any equestrian trails or related easements within Tract 2706 owned or operated by the PARK DISTRICT, or otherwise created by this Agreement.

d) This release is not intended to modify plaintiff DIAMOND'S rights to use equestrian or any other easements within Tract 2706 in the same manner as other members of the

ASSOCIATION.

9. Release by PARK DISTRICT. The PARK DISTRICT releases:

a) All claims to the existence or use of any equestrian easements, other than the easements described herein as Strips One, Two, Three, Four and Five, which may exist in Tract 2706, whether established by tract map, prescription, or any other theory.

b) Claims of any kind, nature or amount, against the remaining parties to this litigation for any alleged prior interference with, trespass over, or injuries to any equestrian easements in or over Tract 2706 or any part thereof.

c) Claims for recovery of damages relative to any matter, event or issue the subject of the existing complaint or cross-complaints herein.

d) The SELECTED HOMEOWNERS and adjoining property owners from the conditions described by paragraph 4 c)..

10. Release by SELECTED HOMEOWNERS. The SELECTED HOMEOWNERS release:

a) All claims made by its cross-complaint that any

event, occurrence or use prior to the date of judgment rendered herein constitutes a nuisance or any other basis for abating, enjoining, or otherwise discontinuing use of lot 57 for equestrian arena purposes.

b) Claims against the EQUESTRIAN PLAINTIFFS for previous use of their properties for equestrian or related purposes.

c) Claims for recovery of damages relative to any matter, event or issue the subject of the existing complaint or cross-complaints herein.

11. Release by RAMSEYER. RAMSEYER releases:

a) All claims for compensation for any services performed in connection with implementation of this Agreement.

12. Release by ASSOCIATION. The ASSOCIATION releases:

a) All claims to any equestrian easements over the following lots in Phase II of Tract 2706: 65, 66 and 67; 45, 46, 49, 50, 51, 52, 53, 54 and 56.

b) Claims that any SELECTED HOMEOWNER, EQUESTRIAN PLAINTIFF, or any other person a party to this Agreement has

previously interfered with, injured or trespassed over any equestrian easement.

c) Claims for damages against any other party to this Agreement on its cross-complaint, based on any event, matter, or controversy the subject of the said cross-complaint or this litigation.

13. Certain Rights Against GRIFFIN. As a further inducement to enter into this Agreement, SELECTED HOMEOWNERS hereby assign and transfer to ASSOCIATION all rights, title and interest in those claims, including attorney fees and costs, embodied in the Action filed by SELECTED HOMEOWNERS against GRIFFIN, its agent and employees. SELECTED HOMEOWNERS will execute substitution of attorney forms and other documents necessary to permit the prosecution of the claim by ASSOCIATION or its designated representatives. In making this assignment, it is further understood that ASSOCIATION assumes no obligation to pursue the assigned claim.

14. Waiver. This agreement constitutes a general release of the released matters. Each party hereto expressly waives any rights or benefits available under California Civil Code section 1542 to the extent such section may apply to this agreement, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

15. Acknowledgement Of ASSOCIATION'S Continued Easements, Absence of EQUESTRIAN PLAINTIFFS Interests Therein and Related Matters. The parties specifically acknowledge:

a) The ASSOCIATION owns additional equestrian and related easements within Tract 2706 which are not depicted or otherwise illustrated by easement strips one, two and three. The ASSOCIATION'S interests therein shall not be abated, diminished or reduced in any manner by this Agreement.

b) The ASSOCIATION'S remaining easements shall remain and are private. They are not public as PLAINTIFF EQUESTRIANS have contended in this litigation.

c) Following the conveyances required by this Agreement, neither the ASSOCIATION, the PLAINTIFF EQUESTRIANS nor the PARK DISTRICT will own or claim any equestrian easements over any part of SELECTED HOMEOWNERS' lots within Tract 2706.

d) Any member of the PLAINTIFF EQUESTRIANS who is also a member of the ASSOCIATION, including but not limited to DIAMOND, acknowledges that he has by this Agreement waived or

released any claim or right to enforcing not only his own, but any ASSOCIATION equestrian easement claims over the lots of the SELECTED HOMEOWNERS. The rights of any member of the ASSOCIATION who is a party to this litigation to use or enjoy ASSOCIATION easements shall remain intact except as expressly altered by this Agreement.

16. Location and Description of Strips Four and Five.

Strips four and five shall be twelve (12) feet wide, unless the topography requires less and generally situated as illustrated by the attached exhibits. The specific locations of each have not been determined, but will be in conjunction with the survey previously referenced by reasonable application of the following principles:

a) Each strip will be located on or border the Tract 2706 boundary line.

b) To the extent permitted by topography and the considerations following, strips shall be located so to cause the least damage barranca walls or the toe of those walls. Each will be located to take advantage of the natural topography and for the purpose of maintaining the integrity of the barranca and surrounding environs.

The parties will act in good faith, in consideration with

the listed adjoining landowners to achieve an equitable and consensual arrangement under the circumstances, taking into account the foregoing criteria. All unresolved disputes will be resolved by any judge of the Ventura County Superior Court designated by its presiding judge.

17. Entry of Judgment and Continuing Jurisdiction. On deposit and recordation of the documents required by this Agreement, the Court shall enter judgment approving this Agreement and adopting the provisions hereof, the parties having separately discussed and agreed upon a form of judgment. The parties agree, and judgment shall also provide, that this Court will maintain continuing jurisdiction as necessary to implement the remaining portions of this Agreement. Any disputes will be submitted to the presiding judge of the Ventura County Superior Court for disposition in the discretion of that judge, or such other judge of that Court as the presiding judge shall appoint.

18. Final Settlement. The parties understand and agree that with the exception of issues expressly reserved or excepted that this settlement and release shall act as a release of future claims that may arise from the issues resolved thereby, whether such claims are currently known, unknown, foreseen, unforeseen, disputed or not disputed. The parties understand and acknowledge the significance and consequences of the specific waiver of Section 1542 described

above and hereby assume full responsibility for any risk, injury, loss, damage or liability not excepted that may hereafter be incurred by reason of or related to the matters released hereby.

Each party fully understands that if the facts in respect to which this settlement agreement and release are executed are found hereafter to be different from facts now believed to be true that this agreement will remain effective. Each party expressly accepts and assumes the risk of such possible difference and agrees that this settlement agreement and mutual release shall remain effective, notwithstanding such differences.

19. No Admission. This agreement is the compromise of disputed claims and fully and finally settles all claims between the parties stemming from any and all dealings, contracts or transactions between them from the beginning of time, and to buy peace and to prevent any further involvement in dispute. Neither the payment of any consideration hereunder nor anything contained in this agreement shall be interpreted or construed to be an admission on the part of, or to the prejudice of any person or party named herein. Except for the obligations created by this document, each party or person hereto expressly denies any and all liability associated with or related to the said claims.

20. Failure Of Mitchell To Participate. If MITCHELL fails to participate in execution of this Agreement it shall nevertheless become binding and shall be construed as though MITCHELL was never intended to be a party thereto. All releases and benefits otherwise accruing in MITCHELL'S favor under this Agreement will on such failure be deemed void.

21. Warranty of Good Faith Regarding Purposes of Agreement. No party to this Agreement has any intention of taking any direct or indirect action interfering with or defeating the objectives of this Agreement, including without limitation, the creation and operation of a public equestrian trail system on the terms and as otherwise described herein. Neither the ASSOCIATION nor the SELECTED HOMEOWNERS object to the continued operation of an equestrian park on lot 57, subject to proper supervision and maintenance directed by the PARK DISTRICT.

22. No Inducement. Each party individually and collectively declares and represents that no promises, inducements, or other agreements not expressly contained herein have been made and that this Agreement, and all other documents referenced herein, contain the entire agreement between the parties.

23. Binding Effect. This settlement agreement and

mutual release shall inure to the benefit of all successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees, and personal representatives of each party.

24. Further Documents. Each party hereto agrees to execute and deliver such other additional documents as may be required to effectuate each of the terms of this agreement.

25. Representation. Each party warrants and acknowledges that it has conferred with and has been represented by counsel of its own selection with respect to this settlement agreement and release and all matters covered by or related to its subject. Plaintiffs LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, LAS POSAS RANCHEROS, a non-profit California corporation, DAVID ANDERSON, an Individual and on behalf of the general public, ROBERT W. SCHROEDER, an Individual, and LEONARD DIAMOND, an Individual, have been represented by Mary Schroeder of Cohen, England & Whitfield; SCHUMAKERS, TANITAS, HENDRICKSONS, MacALISTERS, REYNOLDS, and DALAS, have been represented by Michael W. Case of Ferguson, Case, Orr, Paterson & Cunningham; LAS POSAS HILLS OWNERS ASSOCIATION, has been represented by Joe Henderson, of Henderson & Wohlgemuth; THE MITCHELL COMPANY and ROBERT BOSWELL have been represented by Gary S. Myers, Sr.; PLEASANT VALLEY RECREATION AND PARK DISTRICT has been represented by Thomas A. Freiberg, Jr., of Richards,

Watson & Gershon and Gordon Lindeen; and the SASAKIS were represented by John R. Webster of Hathaway, Perrett, Webster, Powers & Chrisman, during a portion of the negotiations, but are now acting in propria persona. RAMSEYER has appeared in propria persona.

26. No Modification. This Agreement and the documents referenced herein set forth the entire agreement between the parties and may not be altered, amended, or modified in any respect, except by a writing duly executed by the party to be charged. All earlier understandings, oral agreements and writings other than those specifically referred to herein, are expressly superseded hereby and are of no further force or effect.

27. Attorney Fees. In the event any other action, arbitration or litigation is brought to enforce any provision of this agreement, the prevailing party shall be entitled to recover from the other its reasonable attorney fees and costs.

28. Applicable Law. This agreement shall be construed in accordance and governed by the laws of the State of California.

29. Construction of Agreement. For the purposes of construction, this agreement shall be deemed to have been drafted by all parties, and no ambiguity shall be construed against any

party by virtue of participation in the drafting of this agreement.

30. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute one and the same agreement.

31. Number and Gender. Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this agreement. As used in this agreement, the singular shall include the plural, and masculine shall include the feminine and neuter genders.

32. Warranty of Authorization. Each person signing this Agreement in behalf of any party warrants and covenants that he or she is authorized to do so.

DATED: May 24, 1992

LAS POSAS EQUESTRIAN COMMITTEE,
An Unincorporated Association

By Brenda Lee Morgan

DATED: May 24, 1992

LAS POSAS RANCHEROS, A California
Non-Profit Corporation

By Brenda Lee Morgan
President

DATED: May 24, 1992

By Roberta Ann Pincetich
Secretary

DATED: May 23, 1992

David Anderson
DAVID ANDERSON

DATED: May 20, 1992

Robert W. Schroeder
ROBERT W. SCHROEDER

DATED: May 23, 1992

Leonard Diamond
LEONARD DIAMOND

DATED: May 21, 1992

David G. Schumaker
DAVID G. SCHUMAKER

DATED: May 4, 1992

Karen J. Schumaker
KAREN J. SCHUMAKER

DATED: May 21, 1992

Richard G. Tanita
RICHARD G. TANITA

DATED: May 21, 1992

Edna O. Tanita
EDNA O. TANITA

DATED: May __, 1992

Kenneth H. Hendrickson
KENNETH H. HENDRICKSON

DATED: May __, 1992

Marian Hendrickson
MARIAN HENDRICKSON

DATED: May 4, 1992

Robert S. Macalister
ROBERT S. MACALISTER

DATED: May 24, 1992

Catherine V. MacAlister
CATHERINE V. MacALISTER

DATED: May 15, 1992

Dennis E. Reynolds
DENNIS E. REYNOLDS

DATED: May 15, 1992

Susan Reynolds
SUSAN REYNOLDS

DATED: May 21, 1992

Zoltan Dala
ZOLTAN DALA

DATED: May 21, 1992

Sarolta A. Dala
SAROLTA A. DALA

DATED: May 11, 1992

LAS POSAS HILLS OWNERS ASSOCIATION

By [Signature]
President

DATED: May 11, 1992

By [Signature]
Secretary

DATED: May __, 1992

THE MITCHELL COMPANY

By _____
President

DATED: May __, 1992

By _____
Secretary

DATED: May __, 1992

ROBERT BOSWELL

DATED: May 20, 1992

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By Gary S. Gasperino
GARY S. GASPERINO, Chairman of its Board of Directors

DATED: May 1, 1992

RAMSEYER & ASSOCIATES

By Eddie Ramseyer
EDDIE RAMSEYER, President

DATED: May 4, 1992

Eddie Ramseyer
EDDIE RAMSEYER

APPROVED AS TO FORM AND CONTENT:

DATED: May 26, 1992

COHEN, ENGLAND & WHITFIELD

By Mary Schroeder
MARY SCHROEDER, Attorneys for Plaintiffs and Cross-Defendants LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, LAS POSAS RANCHEROS, a non-profit California corporation, DAVID ANDERSON, an Individual and on behalf of the general public, ROBERT SCHROEDER, an Individual, and LEONARD DIAMOND, an Individual

DATED: May __, 1992

FERGUSON, CASE, ORR, PATERSON
& CUNNINGHAM


By

MICHAEL W. CASE, Attorneys for
Defendants and Cross-Complainants
SCHUMAKERS, TANITAS, REYNOLDS,
HENDRICKSONS, MacALISTERS, and
DALAS

DATED: May 11, 1992

HENDERSON & WOHLGEMUTH

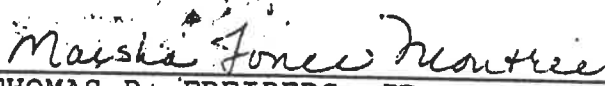
By


JOE HENDERSON, Attorneys for
Defendant and Cross-Complainant
LAS POSAS HILLS OWNERS
ASSOCIATION

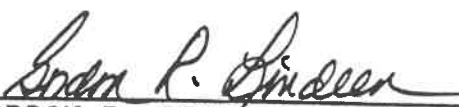
DATED: ^{June} ~~May~~ 3, 1992

RICHARDS, WATSON & GERSHON

By


THOMAS R. FREIBERG, JR.,
Attorneys for Defendant and
Cross-Defendant PLEASANT VALLEY
RECREATION AND PARK DISTRICT

DATED: May __, 1992


GORDON R. LINDEEN, Attorney for
Defendant and Cross-Defendant
PLEASANT VALLEY RECREATION AND
PARK DISTRICT

DATED: May __, 1992

GARY S. MYERS, SR., Attorney for
Defendant and Cross-Defendant
THE MITCHELL COMPANY and ROBERT
BOSWELL

DATED: ~~May~~ 4, 1992

RAMSEYER & ASSOCIATES

EDDIE RAMSEYER, President

DATED: ~~May~~ , 1992

EDDIE RAMSEYER, In Propria
Persona

m22177m.red
wp\mwc

DATED: May __, 1992

CATHERINE V. MacALISTER

DATED: May __, 1992

DENNIS E. REYNOLDS

DATED: May __, 1992

SUSAN REYNOLDS

DATED: May __, 1992

ZOLTAN DALA

DATED: May __, 1992

SAROLTA A. DALA

DATED: May __, 1992

LAS POSAS HILLS OWNERS ASSOCIATION

By _____
President

DATED: May __, 1992

By _____
Secretary

DATED: May 13, 1992

THE MITCHELL COMPANY

By [Signature]
President

DATED: May __, 1992

By _____
Secretary

DATED: May 18, 1992

[Signature]
ROBERT BOSWELL

EXHIBIT "A"

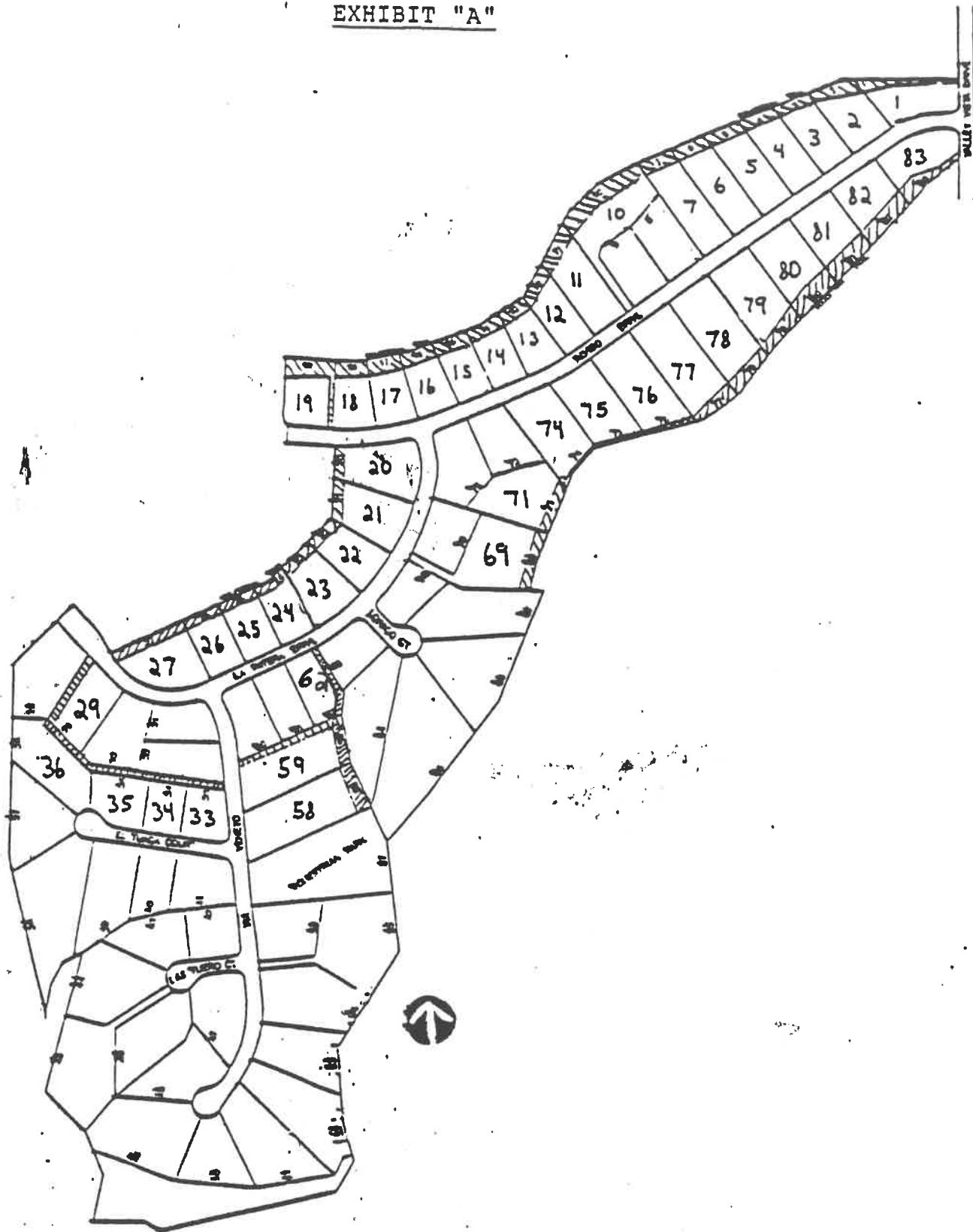


EXHIBIT "B"

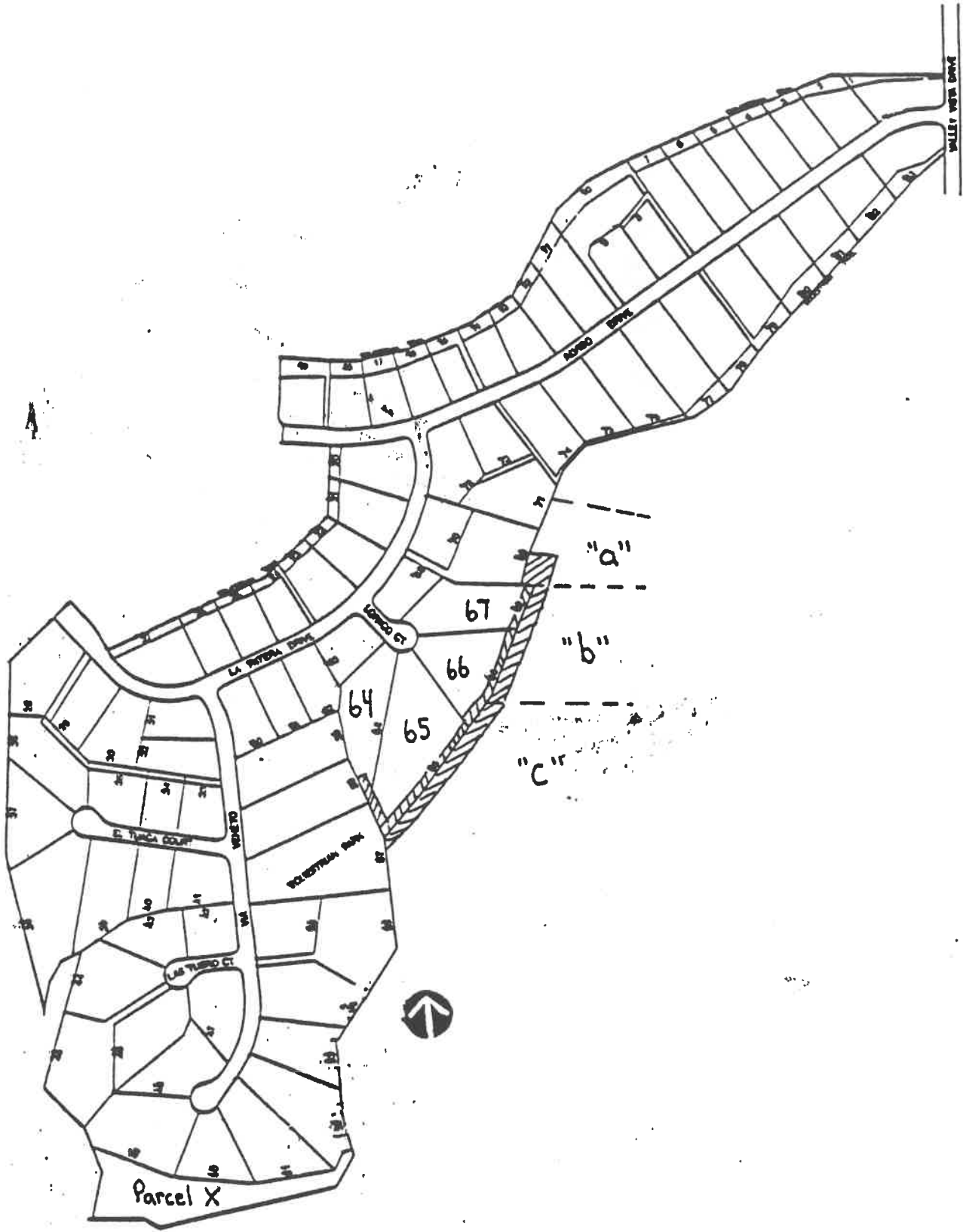


EXHIBIT "B"
Affected Lots/Present Owners

STRIP 4:

Lot 64: George and Cheri Burk
Lot 65: Dennis and Susan Reynolds
Lot 66: Robert & Catherine MacAlister
Lot 67: Zoltan & Sarota Dala
Parcel "a": Stan Pajka
Parcel "b": Mr. Garcia
Parcel "c": Mr. Glen Churchman

EXHIBIT "C"
Affected Lots/Present Owners

STRIP 5:

Lot 52: Henry Y. and Betty M. Sasaki
Lot 53: Salvador and Soledad Plascencia
Lot 54: David G. and Karen J. Schumaker
Lot 55: Billy and Wilma Kilby
Parcel "c": Glenn Churchman
Parcel "d": Gordon Craig Adams and Tracey W. Adams,
Co-Trustees of the Adams Family 1989
Revocable Truste dated January 27, 1990
Parcel "e": Rose Marie Elliott

EXHIBIT "D"

Recording Requested By
And When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley Street
Camarillo, California 93010

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thirty (30) years following the date of this instrument, and thereafter for successive increments of five (5) years each unless and until either Las Posas or Park District records a Termination of this License and gives written notice of that termination to the other party.

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54 inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which pass over Lots 1 through 7, Lots 10 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62, Lot 69, Lot 71, and Lots 74 through 83. The portion of said property which may be used by the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement areas as may be required for proper use and maintenance of the trails.

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine animals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and off road vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for use in their maintenance of the trails as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park

District the right to perform such maintenance as the Park District deems necessary to maintain the trail system in a safe and easily usable condition, including, but not limited to, the right to remove brush, branches, trash, and debris from the trails and the right to repair erosion and rodent damage to the trails.

Las Posas further grants to the Park District the right to establish reasonable ordinances, rules, and regulations to govern the conduct of persons and entities using the trail system provided for in this instrument pursuant to the rights granted to the Park District by this instrument. Further, Las Posas grants to the Park District the right to enforce those ordinances, rules, and regulations on the real property on which Las Posas holds easements.

In Witness Whereof, the Las Posas Hills Owners Association has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its president and secretary thereunto, duly authorized.

Dated: February 28 ¹⁹⁹² ₁₉₉₃

LAS POSAS HILLS OWNERS ASSOCIATION,
A CALIFORNIA NON-PROFIT CORPORATION

By [Signature]
President

By [Signature]
Secretary

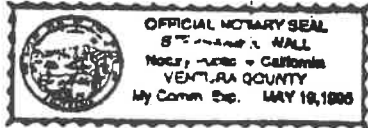
STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On February 28 1992, before me the undersigned, a Notary Public in and for said State, personally appeared James A. Rice, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president, and Janis S. Sheridan, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.



WITNESS my hand and official seal.

Signature [Signature]
Notary Public - State of California
My commission expires _____



JUL 13 1992

1 CHRIS C. HAMER, ESQ.
2 FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM
3 1050 South Kimball Road
4 Ventura, California 93004
5 (805) 659-6800

SHEILA GONZALEZ, Superior Court
Executive Officer and Clerk

By _____, Deput

6 Attorneys for Defendants and Cross-Complainants SCHUMAKER, TANITA,
7 HENDRICKSON, MacALISTER, REYNOLDS AND DALA

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF VENTURA

10 LAS POSAS EQUESTRIAN COMMITTEE,)
11 an Unincorporated Association)
12 on behalf of its members; LAS)
13 POSAS RANCHEROS, a non-profit)
14 California corporation; DAVID)
15 ANDERSON, an Individual and on)
16 behalf of the general public;)
17 ROBERT W. SCHROEDER, an indi-)
18 vidual; and LEONARD DIAMOND,)
19 an Individual,)

20 Petitioners and Plaintiffs,)

21 vs.)

22 PLEASANT VALLEY RECREATION AND)
23 PARK DISTRICT, a political)
24 entity; et al.,)

25 Respondents and Defendants.)

26 DAVID G. SCHUMAKER; KAREN J.)
27 SCHUMAKER; RICHARD G. TANITA;)
28 EDNA O. TANITA; KENNETH H.)
HENDRICKSON, MARIAN HENDRICK-)
SON, Trustees; ROBERT S.)
MacALISTER, CATHERINE V.)
MacALISTER, Trustees; DENNIS E.)
REYNOLDS; SUSAN REYNOLDS; ZOL-)
TAN DALA AND SAROLTA A. DALA,)

29 Cross-Complainants,)

30 vs.)

31 LOS POSAS EQUESTRIAN COMMITTEE,)
32 an Unincorporated Association)
33 on behalf of its members; LAS)

Case No. 96404

JUDGMENT BY COURT
AFTER DEFAULT

Date: July 13, 1992
Time: 8:30 a.m.
Courtroom: 31

1 POSAS RANCHEROS, a non-profit)
 California corporation; DAVID)
 2 ANDERSON, an Individual and on)
 behalf of the general public;)
 3 ROBERT W. SCHROEDER, an indivi-)
 dual; and LEONARD DIAMOND, an)
 4 Individual; GRIFFIN DEVELOPMENT)
 CO., a corporation, now)
 5 GRIFFIN HOMES, a corporation;)
 FRONTIER ENTERPRISES, INC., a)
 6 California corporation; ROBERT)
 G. BOSWELL, an individual;)
 7 MITCHELL COMPANY, INC., a)
 corporation, sometimes doing)
 8 business as THE MITCHELL)
 COMPANY; PLEASANT VALLEY)
 9 RECREATION AND PARK DISTRICT, a)
 political entity; all persons)
 10 unknown claiming any legal or)
 equitable right, title, estate,)
 11 lien or interest in or to)
 equestrian or related easements)
 12 described in the cross-)
 complaint adverse to cross-)
 13 complainants, named as DOES 501)
 through 750, inclusive, and)
 14 DOES 751 through 950,)
 Inclusive,)
 15 Cross-Defendants.)
 16

17 This matter came on for hearing before the Honorable Barbara
 18 A. Lane in Courtroom 31 of the above-entitled Court on July 13,
 19 1992. Chris C. Hamer of Ferguson, Case, Orr, Paterson & Cunningham
 20 appeared on behalf of defendants and cross-complainants DAVID G.
 21 SCHUMAKER and KAREN J. SCHUMAKER ("SCHUMAKER"); RICHARD G. TANITA
 22 and EDNA O TANITA ("TANITA"); KENNETH H. HENDRICKSON and MARIAN
 23 HENDRICKSON as Trustees of the HENDRICKSON Family Trust dated
 24 12/03/79 ("HENDRICKSON"); ROBERT S. MacALISTER and CATHERINE V.
 25 MacALISTER as Trustees of the ROBERT S. MacALISTER and CATHERINE V.
 26 MacALISTER Trust dated November 20, 1985 ("MacALISTER"); DENNIS E.
 27 REYNOLDS and SUSAN K. REYNOLDS ("REYNOLDS"); ZOLTAN DALA and
 28 SAROLTA A. DALA ("DALA").

1 It appearing that cross-defendants DOES 501 through 850 have
2 been regularly served with process by publication in accordance
3 with the law, have failed to appear and answer the cross-
4 complainants First Amended Cross-Complaint filed herein and
5 evidence has been introduced in support of the cross-complaint
6 which has been considered by the Court,

7 IT IS THEREFORE ORDERED that:

8 1. The following parties are the sole owners of the following
9 described real property and all persons unknown claiming any legal
10 or equitable right, title, estate, lien or interest in or to the
11 equestrian or related easements over the following described real
12 property adverse to said cross-complainant, named as cross-
13 defendant DOES 501 through 850, inclusive, in the within lawsuit
14 have no right, title, estate, interest, or lien, whatsoever, in the
15 following described real property:

16 Parties Real Property

17 a. HENDRICKSON Lot 49 of Tract 2706 as per Map recorded
18 in Book 84, Pages 50-53, inclusive, in
19 the office of the County Recorder of
20 Ventura County, State of California,
commonly known as 1907 Via Veneto Drive,
Camarillo, California 93010.

21 b. TANITA Lot 51 of Tract 2706 as per Map recorded
22 in Book 84, Pages 50-53, inclusive, in
23 the office of the County Recorder of
Ventura County, State of California,
commonly known as 1918 Via Veneto Drive,
Camarillo, California 93010.

24 c. SCHUMAKER Lot 54 of Tract 2706 as per Map recorded
25 in Book 84, Pages 50-53, inclusive, in
26 the office of the County Recorder of
Ventura County, State of California,
commonly known as 1930 Via Veneto Drive,
Camarillo, California 93010.

27 d. DALA Lot 67 of Tract 2706 as per Map recorded
28 in Book 84, Pages 50-53, inclusive, in

1 the office of the County Recorder of
2 Ventura County, State of California,
3 commonly known as 76 Lopaco Court,
4 Camarillo, California 93010.

5 e. MacALISTER

6 Lot 66 of Tract 2706 as per Map recorded
7 in Book 84, Pages 50-53, inclusive, in
8 the office of the County Recorder of
9 Ventura County, State of California,
10 commonly known as 78 Lopaco Court,
11 Camarillo, California 93010.

12 f. REYNOLDS

13 Lot 65 of Tract 2706 as per Map recorded
14 in Book 84, Page 50 of Maps, in the
15 office of the County Recorder of Ventura
16 County, State of California, commonly
17 known as 80 Lopaco Court, Camarillo,
18 California 93010.

19 2. All persons unknown claiming any legal or equitable right,
20 title, estate, lien or interest in or to the equestrian or related
21 easements in the above-described real property adverse to the
22 above-described cross-complainants, named in the above-referenced
23 cross-complaint as DOES 501 through 850, inclusive, have no right,
24 title, interest or lien of any kind in the above-described real
25 property.

26 3. The above-described cross-defendants and their agents,
27 representatives and employees are hereby restrained from using the
28 properties of HENDRICKSON, TANITA, SCHUMAKER, DALA, REYNOLDS or
MacALISTER (collectively "Cross-Complainants") for equestrian or
related uses or from otherwise using in any manner the alleged
trails and/or easements alleged in the complaint herein, except as
permitted and provided in the written settlement agreement entered
between the other parties to this lawsuit.

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1 4. Cross-complainants and the DOE cross-defendants shall bear
2 their own attorneys' fees and costs.

3
4 DATED:

JUL 13 1992

Barbara A Lane
JUDGE OF THE SUPERIOR COURT

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RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITIG-BI
Recording Requested By
And When Recorded Mail To:
Pleasant Valley Recreation
and Park District
1605 East Burnley Street
Camarillo, California 93010

93-051407

Rec Fee
A.R.

.00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 24-Mar-93

VCOA EE 3

LICENCE AGREEMENT

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thirty (30) years following the date of this instrument, and thereafter for successive increments of five (5) years each unless and until either Las Posas or Park District records a Termination of this License and gives written notice of that termination to the other party.

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54 inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which pass over Lots 1 through 7, Lots 20 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62, Lot 69, Lot 71, and Lots 74 through 83. The portion of said property which may be used by the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement areas as may be required for proper use and maintenance of the trails.

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine animals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and off road vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for use in their maintenance of the trails as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 308

RESOLUTION ACCEPTING GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL
TRAILS FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

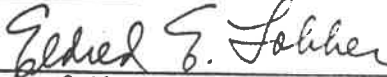
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system The Las Posas Hills Owners Association, a California non-profit corporation, has executed and delivered to the District a Grant of License For Equestrian Recreational Trails, dated February 28, 1992, granting to the District a license to use portions of Tract No. 2706, and said Grant of License has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of License For Equestrian Recreational Trails presented to the Board of Directors of the Pleasant Valley Recreation and Park District by The Las Posas Hills Owners Association, a California non-profit corporation, granting to the District a license to use portions of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of License, dated February 28, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 308 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

When Recorded Mail To:

93-047670

Rec Fee
A.R.

.00

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA

FF

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4925945

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
GORDON CRAIG ADAMS and TRACY W. ADAMS, Co-Trustees of the Adams
Family 1989 Revocable Trust dated January 26, 1990 (hereinafter
collectively referred to as "Grantor") hereby grants to the
Pleasant Valley Recreation and Park District (the "Park Dis-
trict") for thirty (30) years following the date of the recorda-
tion of this instrument, at which time this easement will auto-
matically expire, an easement over the real property described
as:

That portion of Lot 2 of Tract No. 3277 in the County
of Ventura, State of California as shown on a map
recorded in book 88, pages 22 and 23 of miscellaneous
records (maps) in the office of the county recorder of
said county described as follows:

Beginning at the most westerly corner of said Lot 2, at
the northwesterly terminus of that line shown on said
map as having a bearing and distance of north 41°31'27"
west, 207.61 feet; thence along said line

1st: South 41°31'40" east, 17.26 feet; thence leaving
said line

2nd: North 42°42'41" east, 30.47 feet; thence

3rd: North 51°48'21" east, 30.61 feet; thence

524-041-0-851

4th: North 50°51'36" east, 126.69 feet; thence

5th: North 38°48'37" east, 29.67 feet to a point in the northeasterly line of said Lot 2 distant along said northeasterly line 12.66 feet from the most northerly corner of said Lot 2; thence along said northeasterly line

6th: North 31°30'06" west, 12.66 feet to said most northerly corner of said Lot 2; thence along the northwesterly boundary of said Lot 2 the following two courses

7th: South 51°55'47" west, 57.95 feet; thence

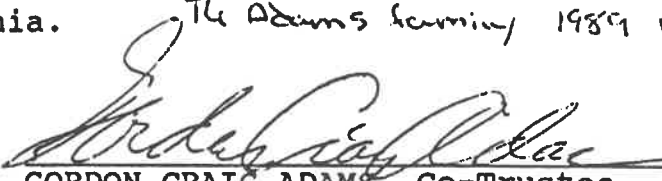
8th: South 48°35'09" west, 161.06 feet to the point of beginning.

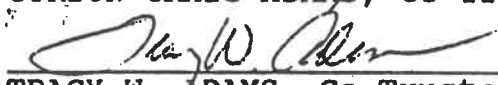
2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on 12/11/92 at OXNARD,
Ventura County, California. *The Adams Farming 1989 Real Estate TRS*

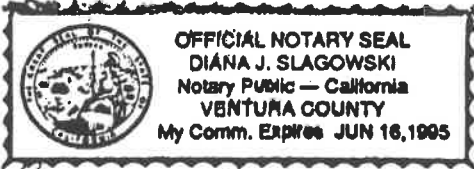

GORDON CRAIG ADAMS, Co-Trustee



TRACY W. ADAMS, Co-Trustee
"Grantor"

STATE OF CALIFORNIA
COUNTY OF VENTURA

On December 11, 1992, 1992, before me, personally appeared GORDON CRAIG ADAMS and TRACY W. ADAMS, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.



 Notary Public
C25668

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 296

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

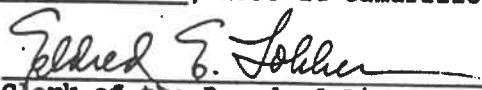
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, have executed and delivered to the District a Grant of Easement, dated December 11, 1992, conveying to the District an easement over a portion of Lot No. 2 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, conveying to the District an easement over a portion of Lot 2 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated December 11, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 296 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 297

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

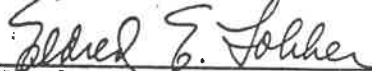
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 31, 1993, conveying to the District a portion of Lot No. 67 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, conveying to the District a portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 31, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 297 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
Order No. CONTINENTAL LAWYERS TITLE-81
Escrow No.
Loan No.

93-047671

Rec Fee
A.R. .00

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-

..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale

Signature of Declarant or Agent determining tax - Firm Name

4925946
152-0-352-025

GRANT DEED

No Documentary Transfer Tax is due as the
easement has no apparent value. No other
consideration was received by any party.

~~FOR A LIMITED CONSIDERATION OF \$10,000.00 TO BE PAID BY THE GRANTEE~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY
ZOLTAN DALA and SAROLTA A. DALA, Husband and Wife, as Joint Tenants
hereby GRANT (S) to Pleasant Valley Recreation and Park District

the real property in the City of Camarillo
County of Ventura

State of California, described as

That portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California as shown on a map
recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the most southerly corner of said Lot 67; thence along the southeasterly line of said Lot 67

1st: North 75°56'07" west, 17.24 feet; thence leaving said southeasterly line

2nd: North 36°13'42" east, 38.74 feet; thence

3rd: North 48°46'45" east, 86.91 feet; thence

4th: North 46°10'21" east, 24.89 feet to the northerly line of said Lot 67; thence along said northerly
line

5th: South 67°13'42" east, 4.50 feet to the northeasterly corner of said lot 67; thence along the easterly
line of said Lot 67 the following two courses

6th: South 40°40'07" west, 102.97 feet; thence

7th: South 39°29'09" west, 40.02 feet to the point of beginning

Dated January 31, 1993

STATE OF CALIFORNIA }
COUNTY OF Ventura } ss.

On January 31, 1993 before me,

Richard D. Dean

personally appeared Zoltan Dala and

Sarolta A. Dala

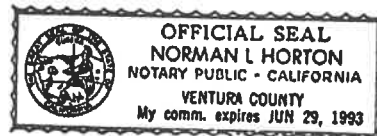
personally-known-to-me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signa-
ture(s) on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

WITNESS my hand and official seal.

Signature

Zoltan Dala
ZOLTAN DALA

Sarolta A. Dala
SAROLTA A. DALA



(This area for official notarial seal)

347/548

CONTINENTAL LAWYERS TITLE-81
Order No.
Escrow No.
Loan No.

93-047668

Rec Fee
A. R. .00

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax -- Firm Name

4925943
152-0-140-415

No Documentary Transfer Tax is due as
easement has no apparent value. No other
consideration received by any party.

GRANT DEED

FOR VALUE AND CONSIDERATION RECEIVED BY THE GRANTEE, I, RICHARD A. ELLIOTT AND ROSE M. ELLIOTT, HUSBAND AND WIFE AS JOINT TENANTS hereby GRANT(S) to Pleasant Valley Recreation and Park District

the real property in the City of Camarillo,
County of Ventura

State of California, described as

That portion of Lot 1 of Tract No. 3277 in the County of Ventura,
State of California as shown on a map recorded in book 88, pages
22 and 23 of miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the most northerly corner of said Lot 1, at the
northeasterly terminus of that line shown on said map as having a
bearing and distance of north 48°35'22" east, 130.33 feet; thence
along said line

1st: South 48°35'09" west, 111.94 feet; thence leaving said line

2nd: North 71°52'08" east, 58.76 feet; thence

3rd: North 42°42'41" east, 58.30 feet to a point in the
northeasterly line of said Lot 1 distant along said northeasterly
line 17.26 feet from the point of beginning; thence along said
northeasterly line

4th: North 41°31'40" west, 17.26 feet to the point of beginning.

Dated Jan. 17, 1993

Richard A. Elliott
RICHARD A. ELLIOTT

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.

On Jan. 17, 1993 before me,

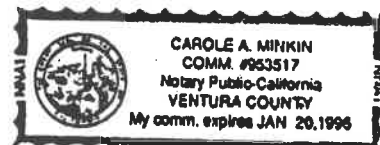
Rose M. Elliott
ROSE M. ELLIOTT

personally appeared Richard A. Elliott and
Rose M. Elliott

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

WITNESS my hand and official seal.

Signature Carol G. Minkin



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

348/548
1002 (1/9)

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 298

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

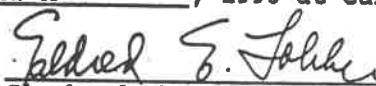
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 17, 1993, conveying to the District a portion of Lot No. 1 of Tract No. 3277, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, conveying to the District a portion of Lot 1 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 17, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 298 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

93-047665

Rec Fee
A.R.

.00

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura

Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA

FF

6

4925940

152-0-101-035

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
ROGERIO GARCIA and VICTORIA GARCIA (hereinafter collectively
referred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

(SEE EXHIBIT "A" ATTACHED TO THIS GRANT OF EASEMENT FOR
LEGAL DESCRIPTION.)

2. The Easement granted herein is appurtenant to the
dominant easement, described as Lot 57 of Tract 2706 as shown on
a map recorded in Book 84, Pages 50 through 53, inclusive, of
Maps in the office of the County Recorder of Ventura County,
which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on 2-5-93 at Camille

Ventura County, California.



ROGERIO GARCIA



VICTORIA GARCIA

"Grantor"

EXHIBIT A

Those portions of Lot 4 of Rancho Las Posas Estates Unit No. 3, in the County of Ventura, State of California, as shown on a Map recorded in book 19, page 65 of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

PARCEL A:

Beginning at the most Westerly corner of said Lot 4; thence along the Southwesterly line of said Lot 4,

- 1st: South 68° 32' 58" East, 14.43 feet; thence, leaving said Southwesterly line
- 2nd: North 55° 18' 48" East, 18.26 feet; thence,
- 3rd: North 47° 23' 02" East, 11.81 feet; thence,
- 4th: North 39° 54' 31" East, 28.71 feet; thence,
- 5th: North 41° 59' 32" East, 55.65 feet; thence,
- 6th: North 45° 50' 18" East, 25.97 feet; thence,
- 7th: North 32° 46' 05" East, 96.55 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line the following two courses,
- 8th: South 39° 29' 09" West, 180.57 feet; thence,
- 9th: South 53° 38' 07" West, 60.00 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

EXHIBIT A CONTINUED

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PARCEL B:

Beginning at the most Northerly corner of said Lot 4; thence along the Northeasterly line of said Lot 4;

1st: South 67° 13' 42" East, 8.57 feet; thence, leaving said Northeasterly line,

2nd: South 43° 10' 21" West, 30.35 feet; thence,

3rd: South 48° 46' 45" West, 37.17 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line,

4th: North 40° 40' 07" East, 64.38 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 299

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

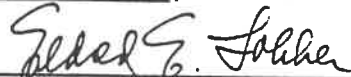
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Rogerio Garcia and Victoria Garcia have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 4 of Rancho Las Posas Estates Unit No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Rogerio Garcia and Victoria Garcia conveying to the District an easement over a portion of Lot 4 of Rancho Las Posas Estates Unit No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 299 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

93-047669

Rec Fee
A.R.

.00

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93050

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA

FF

4

4925944

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

152-0-3705025
1. As a charitable contribution to a governmental entity,
BILLY E. KILBY and WILMA J. KILBY, Husband and Wife as Joint
Tenants (hereinafter collectively referred to as "Grantor")
hereby grant to the Pleasant Valley Recreation and Park District
(the "Park District") for thirty (30) years following the date of
the recordation of this instrument, at which time this easement
will automatically expire, an easement over the real property
described as:

That portion of Lot 55 of Tract No. 2706 in the County
of Ventura, State of California, as shown on a map
recorded in book 84, pages 50 through 53 inclusive of
miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the northeast corner of said Lot 55;
thence along the easterly line of said Lot 55

1st: South 10°32'03" west, 146.87 feet; thence leaving
said easterly line

2nd: North 04°08'53" west, 80.57 feet; thence

3rd: North 19°56'38" east, 59.96 feet; thence

4th: North 06°42'03" east, 9.85 feet to a point in the
northerly line of said Lot 55 distant thereon north
79°15'25" west, 11.41 feet from the northeast corner of
said Lot 55; thence along said northerly line

5th: South 79°15'24" east, 11.41 feet to the point of beginning

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

4. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

5. If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Executed on 14 JAN 1993 at CAMARILLO,
Ventura County, California.

Billy E. Kilby
Billy E. Kilby

Wilma F. Kilby
Wilma F. Kilby

"Grantor"

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 300

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Billy E. Kilby and and Wilma J. Kilby, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated January 14, 1993, conveying to the District an easement over a portion of Lot No. 55 of Tract No. 2706, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Billy E. Kilby and Wilma J. Kilby, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 55 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated January 14, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 300 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME [Pleasant Valley Recreation and Park District]
STREET ADDRESS [1605 East Burnley]
CITY STATE ZIP [Camarillo, CA 93010]

93-047673

Rec Fee .00
A.R.

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

152	0	352	035	ALL
				PTN X

Title Order No. 4925948
Escrow or Loan No.

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

- DOCUMENTARY TRANSFER TAX is \$ -0- CITY TAX \$ _____
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area: City of _____, and

~~FOR A VALUABLE CONSIDERATION~~ ~~IN FULL PAYMENT OF WHICH THEY ARE AWARE~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
ROBERT S. MACALISTER and CATHERINE V. MACALISTER, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust Dated November 20, 1985 hereby GRANT(S) to
Pleasant Valley Recreation and Park District

the following described real property in the City of Camarillo
County of Ventura State of California:

SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED
FOR LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the ~~estate~~ has no apparent value. No other consideration was received by any party.

Robert S. MacAlister and Catherine V. MacAlister TRUST

Dated November 10, 1992

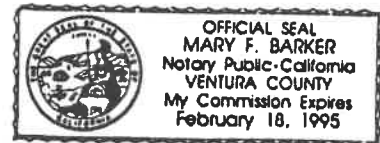
Robert S. MacAlister
ROBERT S. MACALISTER, Trustee

STATE OF CALIFORNIA
COUNTY OF Ventura } SS
On November 10, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT S. MACALISTER and CATHERINE V. MACALISTER

Catherine V. MacAlister
CATHERINE V. MACALISTER, Trustee

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person S whose name S subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal

Signature Mary F. Barker



TRACT NO. 2706 - LOT 66

THOSE PORTIONS OF LOT 66 OF TRACT NO. 2706 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 66; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 66

1ST: NORTH 18°16'58" WEST, 3.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE

2ND: NORTH 59°35'04" EAST, 21.30 FEET; THENCE

3RD: NORTH 55°18'48" EAST, 38.37 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE

4TH: SOUTH 53°38'07" WEST, 60.63 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 66; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 66

1ST: NORTH 75°56'07" WEST, 17.24 FEET; THENCE LEAVING SAID NORTHERLY LINE

2ND: SOUTH 34°13'42" WEST, 21.60 FEET; THENCE

3RD: SOUTH 32°46'05" WEST, 108.36 FEET; THENCE

4TH: SOUTH 45°50'18" WEST, 25.00 FEET; THENCE

5TH: SOUTH 41°59'32" WEST, 56.27 FEET; THENCE

6TH: SOUTH 39°54'31" WEST, 29.75 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES

7TH: NORTH 53°38'07" EAST, 25.97 FEET; THENCE

8TH: NORTH 39°29'09" EAST, 222.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
PAGE 1 OF 1

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 301

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, have executed and delivered to the District a Grant Deed, dated November 10, 1992, conveying to the District a portion of Lot No. 66 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, conveying to the District a portion of Lot 66 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 10, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 301 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81
When Recorded Mail To:

93-047666

Rec Fee
A.R. .00

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 4

4925941

152-0-101-085

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
STANLEY J. PAJKA and ELIZABETH PAJKA (hereinafter collectively
referred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

That portion of Lot 1 of Tract No. 1515-1 in the County
of Ventura, State of California as shown on a map
recorded in Book 43, Page 78 of Miscellaneous Records
(Maps) in the Office of the County Recorder of said
County described as follows:

BEGINNING at the most westerly corner of said Lot 1;
thence along the southerly line of said Lot 1

1st: South 67°13'42" East, 52.31 feet; thence leaving
said southerly line

2nd: North 6°47'06" West, 20.78 feet; thence

3rd: North 11°13'51" East, 33.08 feet; thence

4th: North 1°16'18" East, 12.05 feet; thence

5th: North 34°17'53" West, 20.03 feet to the
westerly line of said Lot 1; thence along said
westerly line

6th: South 33°50'46" West, 73.97 feet to the point of beginning.


2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on February 5th 1903 at Oxnard,
Ventura County, California.


STANLEY J. PAJKA


ELIZABETH PAJKA

"Grantor"

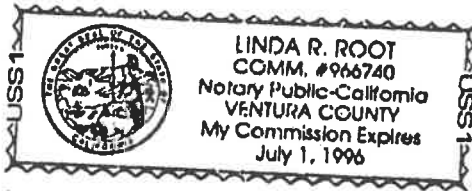
STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On February 5, 1993 before me, Linda R. Root, personally appeared Stanley J. Pajka and Elizabeth Pajka, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Linda R. Root



PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 302

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

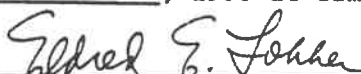
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Stanley J. Pajka and Elizabeth Pajka have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 1 of Tract No. 1515-1, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Stanley J. Pajka and Elizabeth Pajka conveying to the District an easement over a portion of Lot 1 of Tract No. 1515-1 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 302 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Order No. RECORDING REQUESTED BY
Escrow No. CONTINENTAL LAWYERS TITLE-81
Loan No. 4925947

93-047672 : Rec Fee
: A. R. .00
Recorded
Official Records :
County of :
Ventura :
Richard D. Dean :
Recorder :
8:00am 17-Mar-93 : VCOA FF 2

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnly
Camarillo, CA 93010

MAIL TAX STATEMENTS TO:
Pleasant Valley Recreation
and Park District
1605 East Burnly
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale. FERGUSON, CASE, ORR, PATERSON
By: Blaine J. Wanke & CUNNINGHAM
Signature of Declarant or Agent determining tax - Firm Name
Blaine J. Wanke

152-0-370-045

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
SALVADOR PLASOENCIA and SOLEDAD PLASCENCIA, Husband and Wife, as Joint Tenants
hereby GRANT(S) to
PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo
County of Ventura

State of California, described as

The easterly 12.00 feet of Lot 53 of Tract No. 2706 in the County of
Ventura, State of California as shown on a map recorded in book 84,
pages 50 through 53 inclusive of miscellaneous records (maps) in the
office of the county recorder of said county, measured along that
portion of the easterly boundary of said Lot 53 shown on said map as
having bearings of north 12°30'44" east and north 48°35'09" east.

The westerly line of said easterly 12.00 feet to be prolonged or
shortened so as to terminate in the northerly and southerly lines of
said Lot 53.

If any part of the property interest conveyed to the park district
herein ceases to be used for equestrian purposes, the park district
shall, on request, reconvey such part or parts to grantors herein, or
their successors if they have conveyed their original adjoining property
from which the property interest was taken.

Assessor's Parcel Number: 152-0-370-025

Also known as: 1926 Via Veneto
Camarillo, CA 93010

This conveyance is a gift and is exempt pursuant to Ordinance 2585.

Dated February 19, 1993

Salvador Plascencia
Salvador Plascencia

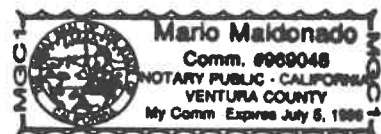
STATE OF CALIFORNIA } ss.
COUNTY OF Ventura }
On February 19, 1993 before me,
Mario Maldonado, Notary Public
personally appeared Salvador Plascencia and
Soledad Plascencia

Soledad Plascencia
Soledad Plascencia

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that ~~they~~ they executed the same
in ~~his~~/their authorized capacity(ies), and that by ~~his~~/their signa-
ture(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mario Maldonado



(This area for official notarial seal)

366/548

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 303

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated February 19, 1993, conveying to the District a portion of Lot No. 53 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, conveying to the District a portion of Lot 53 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated February 19, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 303 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW
MAIL TAX STATEMENT TO:

Name Pleasant Valley Recreation and
Park District
Street 1605 East Burnley
Address Camarillo, CA 93010
City & State

93-047674 : Rec Fee
: A.R. .00

MAIL TAX STATEMENTS TO

Name Pleasant Valley Recreation and
Park District
Street 1605 East Burnley
Address Camarillo, CA 93010
City & State

Recorded
Official Records :
County of :
Ventura :
Richard D. Dean :
Recorder :
8:00am 17-Mar-93 : VCDA FF 3

TITLE ORDER NO. ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4925949

GRANT DEED

152-0-352-045

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

- DOCUMENTARY TRANSFER TAX is \$ -0-
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area
- city of _____, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY, DENNIS E.
REYNOLDS and SUSAN K. REYNOLDS, Trustees of the Reynolds Trust under
Declaration of Trust dated July 24, 1991,

hereby GRANT(s) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the following described real property in the City of Camarillo
County of Ventura State of California:

SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED FOR
LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the easement has no apparent value. No other
consideration was received by any party.

Dated November 6, 1995.

Dennis E. Reynolds
DENNIS E. REYNOLDS, Trustee of the
Reynolds 1991 Trust

STATE OF CALIFORNIA }
COUNTY OF Ventura } SS.
On this _____ day of _____, in the year 19____
before me, the undersigned, a Notary Public in and for said State,
personally appeared DENNIS E. REYNOLDS
and SUSAN K. REYNOLDS

Susan K. Reynolds
SUSAN K. REYNOLDS, Trustee of the
Reynolds 1991 Trust

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
person~~s~~ whose name~~s~~ are subscribed to the within
instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.



Signature Linda Speckel
NOTARY PUBLIC IN AND FOR SAID STATE

TRACT NO. 2706 - LOT 65
THOSE PORTIONS OF LOT 65 OF TRACT NO. 2706 IN THE COUNTY OF
VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN
BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS
RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHWESTERLY LINE OF SAID LOT 65

1ST: NORTH 08°07'28" WEST, 113.79 FEET; THENCE AT RIGHT
ANGLES.

2ND: NORTH 81°52'32" EAST, 26.23 FEET; THENCE PARALLEL TO
SAID SOUTHWESTERLY LINE

3RD: SOUTH 08°07'28" EAST, 52.49 FEET; THENCE

4TH: SOUTH 04°55'04" WEST, 56.86 FEET TO A POINT IN THE
SOUTHEASTERLY LINE OF SAID LOT 65; THENCE ALONG SAID
SOUTHEASTERLY LINE

5TH: SOUTH 58°03'47" WEST, 14.65 FEET TO THE POINT OF
BEGINNING.

PARCEL B:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHEASTERLY LINE OF SAID LOT 65 THE FOLLOWING
THREE COURSES

1ST: SOUTH 53°38'07" WEST, 107.27 FEET; THENCE

2ND: SOUTH 53°08'47" WEST, 109.09 FEET; THENCE

3RD: SOUTH 58°03'47" WEST, 54.89 FEET; THENCE LEAVING SAID
SOUTHEASTERLY LINE

4TH: NORTH 49°21'06" EAST, 43.12 FEET; THENCE

5TH: NORTH 56°36'46" EAST, 44.43 FEET; THENCE

6TH: NORTH 47°43'37" EAST, 61.66 FEET; THENCE

7TH: NORTH 53°32'44" EAST, 27.98 FEET; THENCE

8TH: NORTH 47°16'12" EAST, 22.98 FEET; THENCE

9TH: NORTH 36°43'37" EAST, 21.76 FEET; THENCE

10TH: NORTH 76°24'44" EAST, 36.03 FEET; THENCE

11TH: NORTH 59°35'04" EAST, 28.73 FEET TO A POINT IN THE
NORTHEASTERLY LINE OF SAID LOT 65 DISTANT ALONG SAID
NORTHEASTERLY LINE NORTH 18°16'58" WEST, 3.50 FEET FROM
THE MOST EASTERLY CORNER OF SAID LOT 65 AND THE POINT
OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY LINE

12TH: SOUTH 18°16'58" EAST, 3.50 FEET TO THE POINT OF
BEGINNING.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 304

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

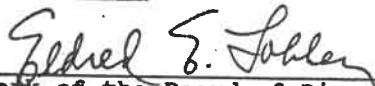
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991, have executed and delivered to the District a Grant Deed, dated November 6, 1992, conveying to the District a portion of Lot No. 65 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991 conveying to the District a portion of Lot 65 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 6, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 304 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Order No.
Escrow No.
Loan No.

93-047667

Rec Fee
A. R. .00

WHEN RECORDED MAIL TO:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 17-Mar-93 VCOA FF 3
SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

NA

DOCUMENTARY TRANSFER TAX \$.....-0-
..... Computed on the consideration or value of property conveyed: OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant For Agent determining tax - Firm Name

4925942
152-0-370-055

GRANT DEED

No Documentary Transfer Tax is due as
an easement has no apparent value. No other
consideration was received by any part.

~~FOR A TAXABLE CONSIDERATION~~
A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,

HENRY Y. SASAKI and BETTY M. SASAKI, Husband and Wife,
hereby GRANT(S) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo
County of Ventura

State of California, described as

The easterly 12.00 feet of Lot 52 of Tract No. 2706 in the County
of Ventura, State of California as shown on a map recorded in
book 84, pages 50 through 53 inclusive of miscellaneous records
(maps) in the office of the county recorder of said county,
measured along that portion of the easterly boundary of said Lot
52 shown on said map as having bearings of north 02°40'02" east
and north 12°30'44" east.

The westerly line of said easterly 12.00 feet to be prolonged or
shortened so as to terminate in the northerly and southerly lines
of said Lot 52.

If any part of the property interest conveyed to the park
district herein ceases to be used for equestrian purposes, the
park district shall, on request, reconvey such part or parts to
grantors herein, or their successors if they have conveyed their
original adjoining property from which the property interest was
taken.

Dated OCT 22, 1992

STATE OF CALIFORNIA }
COUNTY OF Ventura } ss.

On October 22, 1992 before me,

Helen Elaine Zaretsky
personally appeared HENRY Y. SASAKI and
BETTY M. SASAKI

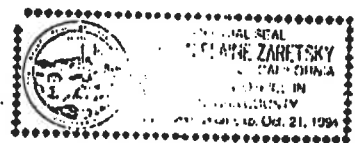
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) are subscribed to the within
instrument and acknowledged to me that ~~they~~ they executed the same
in ~~their~~ their authorized capacity(ies), and that by ~~their~~ their signa-
ture(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Helen Elaine Zaretsky

Henry Y. Sasaki
HENRY Y. SASAKI

Betty M. Sasaki
BETTY M. SASAKI



(This area for official notarial seal) 371/548

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 305

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

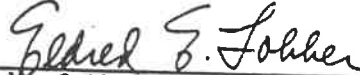
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Henry Y. Sasaki and Betty H. Sasaki, husband and wife, have executed and delivered to the District a Grant Deed, dated October 22, 1992, conveying to the District a portion of Lot No. 52 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Henry Y. Sasaki and Betty H. Sasaki, husband and wife, conveying to the District a portion of Lot 52 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated October 22, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 305 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

93-050157

Rec Fee
A. R. .00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 22-Mar-93

VCDA GG 7

**RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81**

WHEN RECORDED MAIL TO:
PLEASANT VALLEY RECREATION
AND PARK DISTRICT
1605 EAST BURNLEY ST.
CAMARILLO, CA., 93010

NO TRANSFER TAX DUE AS EASEMENT
HAS NO APPARENT VALUE. NO
CONSIDERATION RECEIVED.

John J. Ruppel LT

GRANT OF EASEMENT

CONTINENTAL LAWYERS TITLE COMPANY

This agreement made this 11 day of March, 1993, by and between Irma Skudris, Trustee of the Irma Skudris Trust Dated August 31, 1987, as grantor, (hereinafter referred to as "Skudris"), and the Pleasant Valley Recreation and Park District, a governmental entity (hereinafter referred to as "Park District"), as grantee.

4930559

RECITALS

A. Skudris owns Lot 3 of Rancho Las Posas Estates No. 3 as per Map recorded in Book 19, Page 65 of Maps, in the Office of the County Recorder of Ventura County, California ("Lot 3"). Lot 3 is within the corporate limits of the City of Camarillo, California.

B. Park District owns an equestrian facility described as Lot 57 of Tract 2706 and desires to complete an equestrian trail system for off-street access by the public to the facility. To do so requires access over portions of various properties owned by other persons, including a portion over Lot 3 adjacent to and including portions of a natural barranca along the westerly property line of Lot 3. The Easement created hereby is an essential part of that system.

C. Lot 3 is a part of a conditionally approved Tentative Parcel Map denominated LD-328, which will expire June 5, 1993, unless renewed, pursuant to Resolution No. PC 92-17 of the Camarillo City Planning Commission. Condition No. 96 of Tentative Parcel Map LD-328 requires that "... a ten-foot wide equestrian trail shall be designated in the barranca on the westerly property line and an easement will be offered to the Pleasant Valley Recreation and Park District".

D. Skudris and Park District desire to cooperate with each other and the developer of Lot 3 to accommodate the development and use of the proposed trail, as well as future development plans for Lot 3.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. Skudris hereby grants to Park District a non-exclusive easement for public equestrian trail purposes on and over the westerly 10 feet of Lot 3 in, along or adjacent to the barranca area (the "Easement"). The equestrian trail shall connect to existing trails at both ends of Lot 3 to provide a continuous route to and from the Park District's equestrian facility and connecting to Valley Vista Drive to the north and Avocado Place to the south. Further:

a) The Park District is granted the incidental and additional right to use the Easement by foot, horse, or motorized

vehicle to repair, maintain and otherwise care for the trail and the Easement.

b) The Park District may permit the trail to be used by the general public for equestrian uses, subject to its right to establish rules and regulations for the peaceful and orderly use of its entire trail system, including that part the subject of this Agreement.

c) If Skudris determines during development of Lot 3 that the location of the Easement under this Agreement is inconsistent with proper development, the location of the Easement may be relocated on Lot 3 to a new location agreeable to the Park District and Skudris. In such circumstances, the Park District will not unreasonably refuse to accept a new location proposed by Skudris, provided that it substantially maintains the integrity of the trail system and that the change does not impose a materially greater financial burden for the Park District.

2. Non-Exclusive Easement. The Easement is not exclusive; Skudris retains the right to use or assign the Servient Tenement in any manner which is not inconsistent with the granted Easement. Furthermore, the Easement shall be subject to any other non-conflicting easements over, on or under the same portion of the Servient Tenement previously granted.

3. Right of Skudris to Suspend Use During Construction; Park District's Duties. Skudris intends to develop her property for residential purposes. Development may require, among other things, additional grading and construction of retaining walls and infrastructure which is expected during its duration to be inconsistent with contemporaneous use of the Easement. This Agreement is therefore specifically premised on the Park District's agreement that the Easement rights in its favor created hereunder will be temporarily suspended upon written notice of the commencement of such work by Skudris (or her agent) to the Park District for the duration of such periods as Skudris deems necessary to protect her interests and those of possible users.

On notice of suspension, the Park District shall take all reasonable and proper steps to cause the trail to be blocked so that it is no longer used by the public or otherwise and will not return the trail to public use until being advised in writing by Skudris that the work has been completed. It is agreed that this provision is specifically negotiated for the purpose of giving Skudris assurances and comfort that construction work to develop her property will not be impeded or impaired, nor will risks be created for others, by the rights created hereunder in favor of the Park District. The Park District will cooperate in reasonable and appropriate ways to achieve that same end, giving substantial deference to the needs of Skudris with the understanding that Skudris will proceed with construction in a reasonably expeditious manner to minimize closure. The parties contemplate

that the trail will not be closed for more than 120 days in any event.

4. Improvements to and Maintenance of Easement. Park District will, at its own expense, maintain the Easement generally consistent with the balance of its trail system in that general area (the barranca), giving due consideration to its topography and character. In doing so, Park District will also satisfy any maintenance requirements imposed or established by any government agency in connection with the Easement.

Skudris or her assignees or successors in said interest, reserves the right to approve in advance any major reconstruction of the Easement area. Said approval shall not be unreasonably withheld. Park District shall not unreasonably interfere with the right of Skudris to the free access to her property, including the right to extend utilities thereto under, over or across the Easement as may be necessary.

5. Hold Harmless Covenant. Park District agrees to and does hereby hold Skudris harmless from any and all claims made by the Park District and guests, invitees, or any other persons using the Easement under color of Park District's rights created by this Agreement, for any injury suffered during said use because of the condition, maintenance, or design of the said equestrian trail or Easement.

6. Liability Provision. Park District is presently self-insured through its membership in a Joint Powers Agreement made with certain other governmental entities which provides protection from monetary liability for risks such as trail systems discussed herein. Park District shall continue such membership or acquire other liability coverage throughout the life of this Agreement. The Easement is conditioned upon the continuance of the Park District's membership in a joint power's agreement or acquiring alternative insurance policies as the Park District may elect. If protection is not reinstated following any lapse and Skudris' 10 days written demand, this Agreement and any rights thereunder shall, at Skudris' option, be permanently terminated.

7. Taxes and Other Costs. Park District shall be and remain responsible for any additional taxes, assessments or other costs imposed by any governmental agency as a result of, on or in regard to the Easement herein granted.

8. Termination. If Park District voluntarily terminates the described trail system, or the system is otherwise substantially terminated because of the lapse of the License Agreement made with the Las Posas Hills Owners' Association, reversion of underlying fee interests in other properties over which the system is constructed, or for any other reason whether or not within control of Park District, this Easement shall likewise terminate.

9. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any representations or modifications concerning this instrument shall be of no force and effect, unless made by a subsequent written modification signed by the party to be charged.

10. Notices. Any notices to be given to any party shall be given by personal service or by United States Mail, return receipt requested, and shall be deemed to have been given when deposited in the United States Post Office or any Post Office receptacle, postage pre-paid and properly addressed as follows:

If to Skudris:

Ms. Irma Skudris
97 Calle Escalon
Camarillo, California 93010

and

Glenn E. Churchman, Esq.
340 Rosewood Avenue, Suite A
Camarillo, California 93010

If to Park District:

General Manager
Pleasant Valley Recreation and
Park District
1605 East Burnley
Camarillo, California 93010

11. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

GRANTOR:

IRMA SKUDRIS TRUST

By 
IRMA SKUDRIS, Trustee

GRANTEE:

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By Gary S. Lopezino
Chairman, Board of Directors

APPROVED AS TO FORM:

By Glenn R. Brown
General Counsel, PLEASANT
VALLEY RECREATION AND PARK
DISTRICT

APPROVED AS TO FORM AND SUBSTANCE

Glenn E. Churchman
Glenn E. Churchman
Attorney and Developer for
SKUDRIS

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 307

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

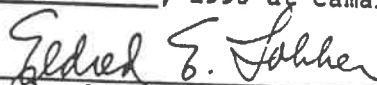
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, has executed and delivered to the District an Agreement entitled "Grant of Easement", granting to the District an easement over portions of Lot No. 3 of Rancho Las Posas Estates No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, granting to the District an easement over portions of Lot 3 of Rancho Las Posas Estates No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, that the Chairman of the Board of Directors of the District be authorized and directed to execute same on behalf of the District, and that said Grant of Easement be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 307 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

4925939

93-047664

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

Rec Fee
A.R. .00

VCOA FF 5

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

AP No. 152-0-140-435

1. As a charitable contribution to a governmental entity,
CHRISTOPHER SMITH and ELLEN F. SMITH, as Trustee of the Smith
Family Trust dated June 2, 1983 (hereinafter collectively re-
ferred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

That portion of Lot 3 of Tract No. 3277 in the County
of Ventura, State of California as shown on a map
recorded in book 88, pages 22 and 23 of miscellaneous
records (maps) in the office of the county recorder of
said county described as follows:

Beginning at the most westerly corner of said Lot 3, at
the northwesterly terminus of that line shown on said
map as having a bearing and distance of north 31°30'02"
west, 233.48 feet; thence along said line

1st: South 31°30'06" east, 12.66 feet; thence leaving
said line

2nd: North 38°48'37" east, 15.18 feet; thence

3rd: North 5°31'37" east, 37.49 feet; thence

4th: North 4°08'53" west, 48.92 feet to a point in the westerly line of said Lot 3; thence along said westerly line

5th: South 10°32'03" west, 88.64 feet to the point of beginning

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on October 5, 1992 at McCarthy,
Ventura County, California.



CHRISTOPHER SMITH, Trustee



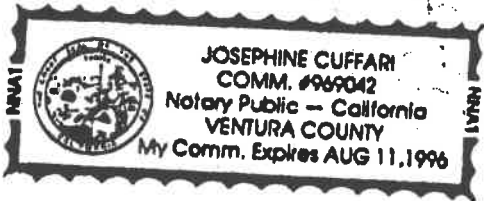
ELLEN F. SMITH, Trustee

"Grantor"

STATE OF CALIFORNIA
COUNTY OF VENTURA

On October 6, 1992, before me, personally appeared CHRISTOPHER SMITH and ~~ELLEN F. SMITH~~, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.



Josephine Cuffari
Notary Public

C25660

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 306

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated November 13, 1992, conveying to the District an easement over a portion of Lot No. 3 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 3 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated November 13, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 306 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

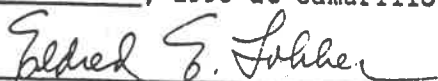
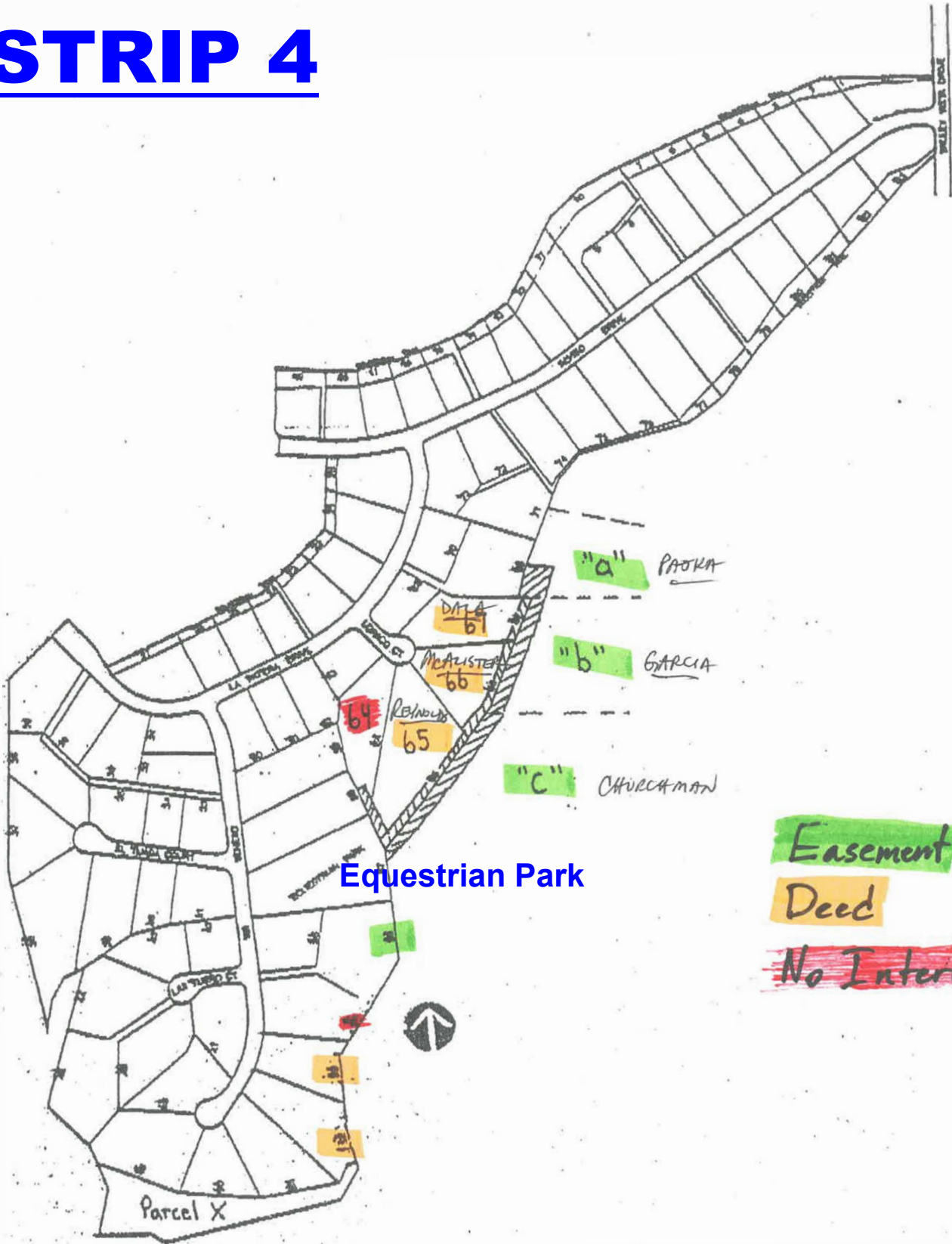

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

EXHIBIT "B"

STRIP 4



Easement
Deed
~~No Interest~~

EXHIBIT "B"
Affected Lots/Present Owners

STRIP 4:

Lot 64: George and Cheri Burk
Lot 65: Dennis and Susan Reynolds
Lot 66: Robert & Catherine MacAlister
Lot 67: Zoltan & Sarota Dala
Parcel "a": Stan Pajka
Parcel "b": Mr. Garcia
Parcel "c": Mr. Glen Churchman

EXHIBIT "C"

STRIP 5



EXHIBIT "C"
Affected Lots/Present Owners

STRIP 5:

Lot 52: Henry Y. and Betty M. Sasaki
Lot 53: Salvador and Soledad Plascencia
Lot 54: David G. and Karen J. Schumaker
Lot 55: Billy and Wilma Kilby
Parcel "c": Glenn Churchman
Parcel "d": Gordon Craig Adams and Tracey W. Adams,
Co-Trustees of the Adams Family 1989
Revocable Truste dated January 27, 1990
Parcel "a": Rose Marie Elliott
Parcel "e" SMITH

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TIT. G. 01
Recording Requested By
And When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley Street
Camarillo, California 93010

93-051407
Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 24-Mar-93
Rec Fee
A.R. .00
VCOA EE 3

LICENCE AGREEMENT

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thirty (30) years following the date of this instrument, and thereafter for successive increments of five (5) years each unless and until either Las Posas or Park District records a Termination of this License and gives written notice of that termination to the other party.

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54 inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which pass over Lots 1 through 7, Lots 20 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62, Lot 69, Lot 71, and Lots 74 through 83. The portion of said property which may be used by the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement areas as may be required for proper use and maintenance of the trails.

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine animals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and off road vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for use in their maintenance of the trails as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 308

RESOLUTION ACCEPTING GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL
TRAILS FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system The Las Posas Hills Owners Association, a California non-profit corporation, has executed and delivered to the District a Grant of License For Equestrian Recreational Trails, dated February 28, 1992, granting to the District a license to use portions of Tract No. 2706, and said Grant of License has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of License For Equestrian Recreational Trails presented to the Board of Directors of the Pleasant Valley Recreation and Park District by The Las Posas Hills Owners Association, a California non-profit corporation, granting to the District a license to use portions of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of License, dated February 28, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 308 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

PAJKA "A"

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81
When Recorded Mail To:

93-047666

Rec Fee
A.R.

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA

FF

4925941

152-0-101-085

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
STANLEY J. PAJKA and ELIZABETH PAJKA (hereinafter collectively
referred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

That portion of Lot 1 of Tract No. 1515-1 in the County
of Ventura, State of California as shown on a map
recorded in Book 43, Page 78 of Miscellaneous Records
(Maps) in the Office of the County Recorder of said
County described as follows:

BEGINNING at the most westerly corner of said Lot 1;
thence along the southerly line of said Lot 1

1st: South 67°13'42" East, 52.31 feet; thence leaving
said southerly line

2nd: North 6°47'06" West, 20.78 feet; thence

3rd: North 11°13'51" East, 33.08 feet; thence

4th: North 1°16'18" East, 12.05 feet; thence

5th: North 34°17'53" West, 20.03 feet to the
westerly line of said Lot 1; thence along said
westerly line

6th: South 33°50'46" West, 73.97 feet to the point of beginning.

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on February 5th 1903 at Oxnard,
Ventura County, California.


STANLEY J. PAJKA


ELIZABETH PAJKA

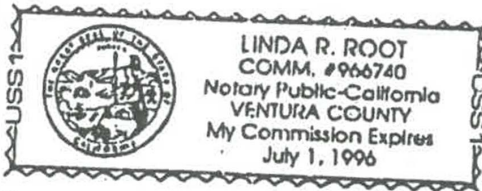
"Grantor"

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On February 5, 1993 before me, Linda R. Root, personally appeared Stanley J. Pajka and Elizabeth Pajka personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Linda R. Root*



PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 302

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

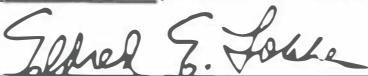
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Stanley J. Pajka and Elizabeth Pajka have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 1 of Tract No. 1515-1, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Stanley J. Pajka and Elizabeth Pajka conveying to the District an easement over a portion of Lot 1 of Tract No. 1515-1 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 302 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



Pajka Lot "A"

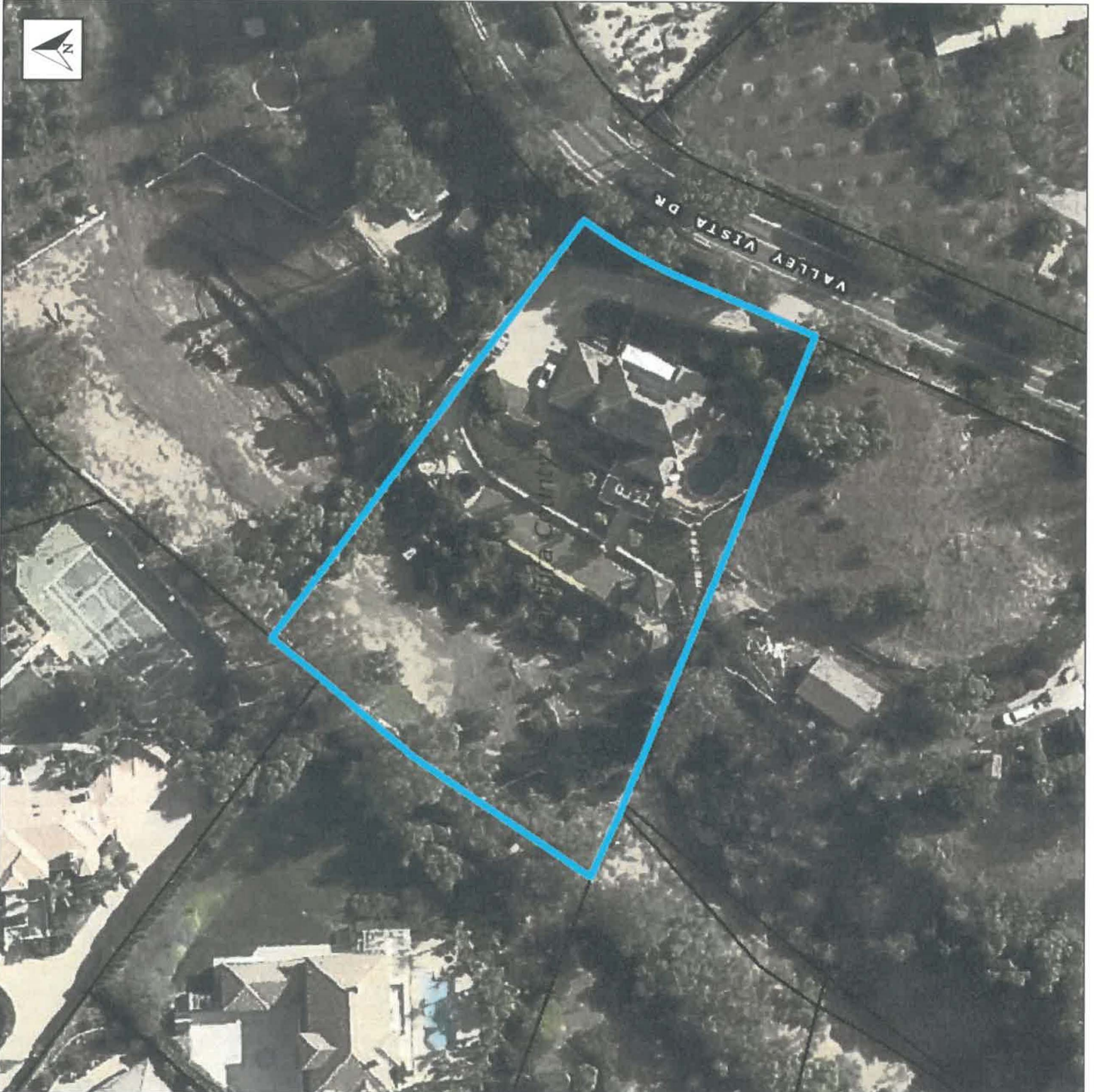
Legend

- Streets
- 1:6000
- Parcels



1: 1,128

Disclaimer: The information contained on this map was used in the application was created by the Wayne County Geographical Information System (GIS), which is owned and operated solely for the convenience of the County and its constituent entities. The information is not intended to be used for any other purpose, and no action involving a risk of economic loss or physical injury should be made in reliance thereon.



RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

GARCIA "B"

93-047665

Rec Fee

A. R.

.00

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA

FF

6

4925940

152-0-101-035

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
ROGERIO GARCIA and VICTORIA GARCIA (hereinafter collectively
referred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

(SEE EXHIBIT "A" ATTACHED TO THIS GRANT OF EASEMENT FOR
LEGAL DESCRIPTION.)

2. The Easement granted herein is appurtenant to the
dominant easement, described as Lot 57 of Tract 2706 as shown on
a map recorded in Book 84, Pages 50 through 53, inclusive, of
Maps in the office of the County Recorder of Ventura County,
which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on 2-5-93 at Camille, Ca.

Ventura County, California.

Rogelio Garcia
ROGERIO GARCIA
Victoria Garcia
VICTORIA GARCIA

"Grantor"

EXHIBIT A

Those portions of Lot 4 of Rancho Las Posas Estates Unit No. 3, in the County of Ventura, State of California, as shown on a Map recorded in book 19, page 65 of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

PARCEL A:

Beginning at the most Westerly corner of said Lot 4; thence along the Southwesterly line of said Lot 4,

- 1st: South 68° 32' 58" East, 14.43 feet; thence, leaving said Southwesterly line
- 2nd: North 55° 18' 48" East, 18.26 feet; thence,
- 3rd: North 47° 23' 02" East, 11.81 feet; thence,
- 4th: North 39° 54' 31" East, 28.71 feet; thence,
- 5th: North 41° 59' 32" East, 55.65 feet; thence,
- 6th: North 45° 50' 18" East, 25.97 feet; thence,
- 7th: North 32° 46' 05" East, 96.55 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line the following two courses,
- 8th: South 39° 29' 09" West, 180.57 feet; thence,
- 9th: South 53° 38' 07" West, 60.00 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

EXHIBIT A CONTINUED

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PARCEL B:

Beginning at the most Northerly corner of said Lot 4; thence along the Northeasterly line of said Lot 4;

- 1st: South 67° 13' 42" East, 8.57 feet; thence, leaving said Northeasterly line,
- 2nd: South 43° 10' 21" West, 30.35 feet; thence,
- 3rd: South 48° 46' 45" West, 37.17 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line,
- 4th: North 40° 40' 07" East, 64.38 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 299

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Rogerio Garcia and Victoria Garcia have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 4 of Rancho Las Posas Estates Unit No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Rogerio Garcia and Victoria Garcia conveying to the District an easement over a portion of Lot 4 of Rancho Las Posas Estates Unit No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 299 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Garcia Lot "B"

Legend

- Streets
- 1:6000
- Parcels

0 94.00 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the County of Ventura and is provided for informational purposes only. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



SKUDRIS/
CHURCHMAN

93-030157

Rec Fee
A.R.

.01

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 22-Mar-93

VCOA GG 7

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

WHEN RECORDED MAIL TO:
PLEASANT VALLEY RECREATION
AND PARK DISTRICT
1605 EAST BURNLEY ST.
CAMARILLO, CA., 93010

NO TRANSFER TAX DUE AS EASEMENT
HAS NO APPARENT VALUE. NO
CONSIDERATION RECEIVED.

James J. Duppelle

GRANT OF EASEMENT

CONTINENTAL LAWYERS TITLE COM.

This agreement made this 11 day of March, 1993, by and between Irma Skudris, Trustee of the Irma Skudris Trust Dated August 31, 1987, as grantor, (hereinafter referred to as "Skudris"), and the Pleasant Valley Recreation and Park District, a governmental entity (hereinafter referred to as "Park District"), as grantee.

4930559

RECITALS

A. Skudris owns Lot 3 of Rancho Las Posas Estates No. 3 as per Map recorded in Book 19, Page 65 of Maps, in the Office of the County Recorder of Ventura County, California ("Lot 3"). Lot 3 is within the corporate limits of the City of Camarillo, California.

B. Park District owns an equestrian facility described as Lot 57 of Tract 2706 and desires to complete an equestrian trail system for off-street access by the public to the facility. To do so requires access over portions of various properties owned by other persons, including a portion over Lot 3 adjacent to and including portions of a natural barranca along the westerly property line of Lot 3. The Easement created hereby is an essential part of that system.

C. Lot 3 is a part of a conditionally approved Tentative Parcel Map denominated LD-328, which will expire June 5, 1993, unless renewed, pursuant to Resolution No. PC 92-17 of the Camarillo City Planning Commission. Condition No. 96 of Tentative Parcel Map LD-328 requires that "... a ten-foot wide equestrian trail shall be designated in the barranca on the westerly property line and an easement will be offered to the Pleasant Valley Recreation and Park District".

D. Skudris and Park District desire to cooperate with each other and the developer of Lot 3 to accommodate the development and use of the proposed trail, as well as future development plans for Lot 3.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. Skudris hereby grants to Park District a non-exclusive easement for public equestrian trail purposes on and over the westerly 10 feet of Lot 3 in, along or adjacent to the barranca area (the "Easement"). The equestrian trail shall connect to existing trails at both ends of Lot 3 to provide a continuous route to and from the Park District's equestrian facility and connecting to Valley Vista Drive to the north and Avocado Place to the south. Further:

a) The Park District is granted the incidental and additional right to use the Easement by foot, horse, or motorized

vehicle to repair, maintain and otherwise care for the trail and the Easement.

b) The Park District may permit the trail to be used by the general public for equestrian uses, subject to its right to establish rules and regulations for the peaceful and orderly use of its entire trail system, including that part the subject of this Agreement.

c) If Skudris determines during development of Lot 3 that the location of the Easement under this Agreement is inconsistent with proper development, the location of the Easement may be relocated on Lot 3 to a new location agreeable to the Park District and Skudris. In such circumstances, the Park District will not unreasonably refuse to accept a new location proposed by Skudris, provided that it substantially maintains the integrity of the trail system and that the change does not impose a materially greater financial burden for the Park District.

2. Non-Exclusive Easement. The Easement is not exclusive; Skudris retains the right to use or assign the Servient Tenement in any manner which is not inconsistent with the granted Easement. Furthermore, the Easement shall be subject to any other non-conflicting easements over, on or under the same portion of the Servient Tenement previously granted.

3. Right of Skudris to Suspend Use During Construction; Park District's Duties. Skudris intends to develop her property for residential purposes. Development may require, among other things, additional grading and construction of retaining walls and infrastructure which is expected during its duration to be inconsistent with contemporaneous use of the Easement. This Agreement is therefore specifically premised on the Park District's agreement that the Easement rights in its favor created hereunder will be temporarily suspended upon written notice of the commencement of such work by Skudris (or her agent) to the Park District for the duration of such periods as Skudris deems necessary to protect her interests and those of possible users.

On notice of suspension, the Park District shall take all reasonable and proper steps to cause the trail to be blocked so that it is no longer used by the public or otherwise and will not return the trail to public use until being advised in writing by Skudris that the work has been completed. It is agreed that this provision is specifically negotiated for the purpose of giving Skudris assurances and comfort that construction work to develop her property will not be impeded or impaired, nor will risks be created for others, by the rights created hereunder in favor of the Park District. The Park District will cooperate in reasonable and appropriate ways to achieve that same end, giving substantial deference to the needs of Skudris with the understanding that Skudris will proceed with construction in a reasonably expeditious manner to minimize closure. The parties contemplate

that the trail will not be closed for more than 120 days in any event.

4. Improvements to and Maintenance of Easement. Park District will, at its own expense, maintain the Easement generally consistent with the balance of its trail system in that general area (the barranca), giving due consideration to its topography and character. In doing so, Park District will also satisfy any maintenance requirements imposed or established by any government agency in connection with the Easement.

Skudris or her assignees or successors in said interest, reserves the right to approve in advance any major reconstruction of the Easement area. Said approval shall not be unreasonably withheld. Park District shall not unreasonably interfere with the right of Skudris to the free access to her property, including the right to extend utilities thereto under, over or across the Easement as may be necessary.

5. Hold Harmless Covenant. Park District agrees to and does hereby hold Skudris harmless from any and all claims made by the Park District and guests, invitees, or any other persons using the Easement under color of Park District's rights created by this Agreement, for any injury suffered during said use because of the condition, maintenance, or design of the said equestrian trail or Easement.

6. Liability Provision. Park District is presently self-insured through its membership in a Joint Powers Agreement made with certain other governmental entities which provides protection from monetary liability for risks such as trail systems discussed herein. Park District shall continue such membership or acquire other liability coverage throughout the life of this Agreement. The Easement is conditioned upon the continuance of the Park District's membership in a joint power's agreement or acquiring alternative insurance policies as the Park District may elect. If protection is not reinstated following any lapse and Skudris' 10 days written demand, this Agreement and any rights thereunder shall, at Skudris' option, be permanently terminated.

7. Taxes and Other Costs. Park District shall be and remain responsible for any additional taxes, assessments or other costs imposed by any governmental agency as a result of, on or in regard to the Easement herein granted.

8. Termination. If Park District voluntarily terminates the described trail system, or the system is otherwise substantially terminated because of the lapse of the License Agreement made with the Las Posas Hills Owners' Association, reversion of underlying fee interests in other properties over which the system is constructed, or for any other reason whether or not within control of Park District, this Easement shall likewise terminate.

GRANTEE:

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By Jay S. Losperino
Chairman, Board of Directors

APPROVED AS TO FORM:

By Gene R. Brown
General Counsel, PLEASANT
VALLEY RECREATION AND PARK
DISTRICT

APPROVED AS TO FORM AND SUBSTANCE

Glenn E. Churchman
Glenn E. Churchman
Attorney and Developer for
SKUDRIS

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 307

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, has executed and delivered to the District an Agreement entitled "Grant of Easement", granting to the District an easement over portions of Lot No. 3 of Rancho Las Posas Estates No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, granting to the District an easement over portions of Lot 3 of Rancho Las Posas Estates No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, that the Chairman of the Board of Directors of the District be authorized and directed to execute same on behalf of the District, and that said Grant of Easement be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 307 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

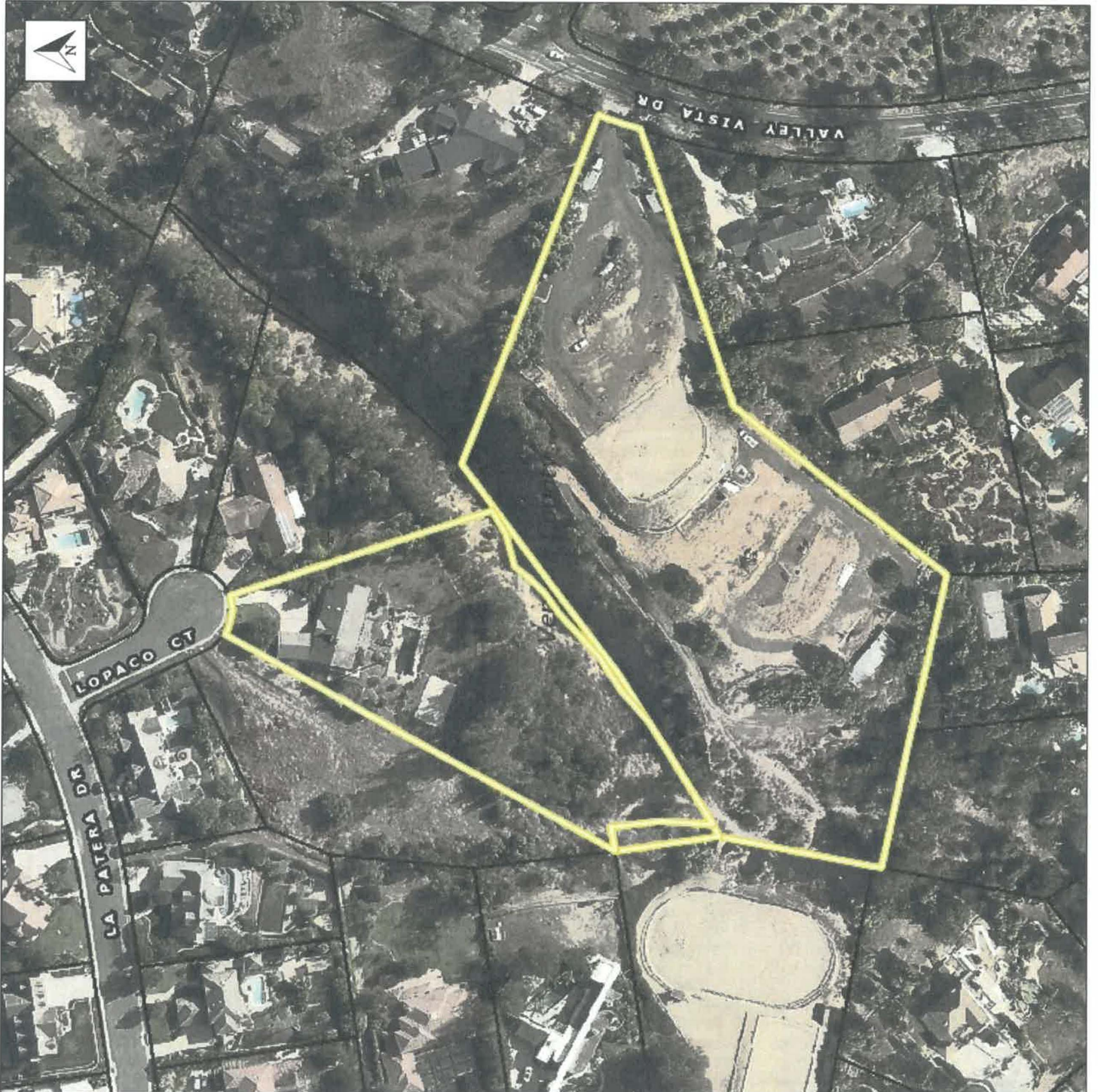
Reynolds-Churchman-
Skudrins-Lots 65/66/67
Legend

- Streets
- 1:6000
- Parcels

188.08 Distance Feet

1:2,257

This document is a reproduction of the original map and is not a substitute for the original map. The reproduction was created by the Ventura County Geomatics Section, 9000 Old County Road, Ventura, CA 91321. The County does not warrant the accuracy of the information, and no disclaimer involving a risk of economic loss or physical injury shall be made in reliance thereon.



SMITH / CHURCHMAN

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

93-047664

Rec Fee
A.R.

.00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

"C"

VCOA

FF

5

4925939

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

AP No. 152-0-140-435

1. As a charitable contribution to a governmental entity,
CHRISTOPHER SMITH and ELLEN F. SMITH, as Trustee of the Smith
Family Trust dated June 2, 1983 (hereinafter collectively re-
ferred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

That portion of Lot 3 of Tract No. 3277 in the County
of Ventura, State of California as shown on a map
recorded in book 88, pages 22 and 23 of miscellaneous
records (maps) in the office of the county recorder of
said county described as follows:

Beginning at the most westerly corner of said Lot 3, at
the northwesterly terminus of that line shown on said
map as having a bearing and distance of north 31°30'02"
west, 233.48 feet; thence along said line

1st: South 31°30'06" east, 12.66 feet; thence leaving
said line

2nd: North 38°48'37" east, 15.18 feet; thence

3rd: North 5°31'37" east, 37.49 feet; thence

4th: North 4°08'53" west, 48.92 feet to a point in the westerly line of said Lot 3; thence along said westerly line

5th: South 10°32'03" west, 88.64 feet to the point of beginning

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena...

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on October 5, 1992 at McCombs,
Ventura County, California.


CHRISTOPHER SMITH, Trustee


ELLEN F. SMITH, Trustee

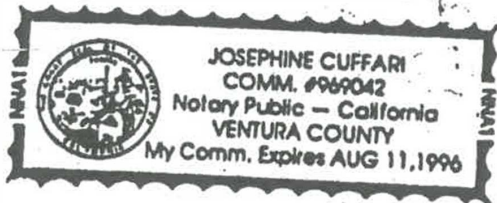
"Grantor"

STATE OF CALIFORNIA

COUNTY OF VENTURA

On October 6, 1992, before me, personally appeared CHRISTOPHER SMITH and ~~ELLEN F. SMITH~~, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.



Josephine Cuffari
Notary Public

C25660

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 306

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated November 13, 1992, conveying to the District an easement over a portion of Lot No. 3 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 3 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated November 13, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 306 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.



Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Churchman-Smith Lot "C"

Legend

- Streets
- 1:6000
- Parcels



0 188.08 Distance Feet

1: 2,257

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographic Information System (GIS), which is designed and operated solely for the convenience of the County and related entities. The information is provided "as is" without any warranty, express or implied, including a warranty of accuracy or fitness for a particular purpose. No liability shall be made in reliance thereon.



RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

ADAMS "D"

When Recorded Mail To:

93-047670

Rec Fee
A.R. .00

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 4

4925945

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

594-041-0-PS1

1. As a charitable contribution to a governmental entity,
GORDON CRAIG ADAMS and TRACY W. ADAMS, Co-Trustees of the Adams
Family 1989 Revocable Trust dated January 26, 1990 (hereinafter
collectively referred to as "Grantor") hereby grants to the
Pleasant Valley Recreation and Park District (the "Park Dis-
trict") for thirty (30) years following the date of the recorda-
tion of this instrument, at which time this easement will auto-
matically expire, an easement over the real property described
as:

That portion of Lot 2 of Tract No. 3277 in the County
of Ventura, State of California as shown on a map
recorded in book 88, pages 22 and 23 of miscellaneous
records (maps) in the office of the county recorder of
said county described as follows:

Beginning at the most westerly corner of said Lot 2, at
the northwesterly terminus of that line shown on said
map as having a bearing and distance of north 41°31'27"
west, 207.61 feet; thence along said line

1st: South 41°31'40" east, 17.26 feet; thence leaving
said line

2nd: North 42°42'41" east, 30.47 feet; thence

3rd: North 51°48'21" east, 30.61 feet; thence

4th: North 50°51'36" east, 126.69 feet; thence

5th: North 38°48'37" east, 29.67 feet to a point in the northeasterly line of said Lot 2 distant along said northeasterly line 12.66 feet from the most northerly corner of said Lot 2; thence along said northeasterly line

6th: North 31°30'06" west, 12.66 feet to said most northerly corner of said Lot 2; thence along the northwesterly boundary of said Lot 2 the following two courses

7th: South 51°55'47" west, 57.95 feet; thence

8th: South 48°35'09" west, 161.06 feet to the point of beginning.

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on 12/11/92 at OKNARD,
Ventura County, California. *The Adams Farming, 1989 Revocable T*

Gordon Craig Adams
GORDON CRAIG ADAMS, Co-Trustee

Tracy W. Adams
TRACY W. ADAMS, Co-Trustee

"Grantor"

STATE OF CALIFORNIA
COUNTY OF VENTURA

On December 11, 1992, 1992, before me, personally appeared GORDON CRAIG ADAMS and TRACY W. ADAMS, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.



Diana J. Slagowski Notary Public
C25668

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 296

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, have executed and delivered to the District a Grant of Easement, dated December 11, 1992, conveying to the District an easement over a portion of Lot No. 2 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, conveying to the District an easement over a portion of Lot 2 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated December 11, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 296 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clark of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Adams Lot D

Legend

Streets

1:6000

Parcels



Distance Feet

94.04

0

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the County of Santa Clara using the County's Geographic Information System (GIS), which is designed and operated solely for the purpose of providing information. The County does not warrant the accuracy of the information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



419/548

ELLIOTT
"E"

Escrow No.
Loan No.

93-04766B

Rec Fee
A.R. .00

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed. OR
..... Computed on the consideration of value less liens or encumbrances
remaining at time of sale.
Richard A. Elliott
Signature _____ and Agent determining tax - Firm Name

4925943
152-0-140-415

GRANT DEED

No Documentary Transfer Tax is due as
easement has no apparent value. No oth
consideration received by any party.

~~FOR CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
RICHARD A. ELLIOTT AND ROSE M. ELLIOTT, HUSBAND AND WIFE AS JOINT TENANTS

hereby GRANT (S) to Pleasant Valley Recreation and Park District

the real property in the City of Camarillo,
County of Ventura.

State of California, described as

That portion of Lot 1 of Tract No. 3277 in the County of Ventura,
State of California as shown on a map recorded in book 88, pages
22 and 23 of miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the most northerly corner of said Lot 1, at the
northeasterly terminus of that line shown on said map as having a
bearing and distance of north 48°35'22" east, 130.33 feet; thence
along said line

1st: South 48°35'09" West, 111.94 feet; thence leaving said line

2nd: North 71°52'08" east, 58.76 feet; thence

3rd: North 42°42'41" east, 58.30 feet to a point in the
northeasterly line of said Lot 1 distant along said northeasterly
line 17.26 feet from the point of beginning; thence along said
northeasterly line

4th: North 41°31'40" West, 17.26 feet to the point of beginning.

Dated Jan. 17, 1993

Richard A. Elliott
RICHARD A. ELLIOTT

STATE OF CALIFORNIA
COUNTY OF Ventura
On Jan. 17, 1993 before me,

Rose M. Elliott
ROSE M. ELLIOTT

personally appeared Richard A. Elliott and
Rose M. Elliott

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



WITNESS my hand and official seal.
signature Carole A. Mirkin

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 298

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 17, 1993, conveying to the District a portion of Lot No. 1 of Tract No. 3277, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, conveying to the District a portion of Lot 1 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 17, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 298 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Elliott Lot E

Legend

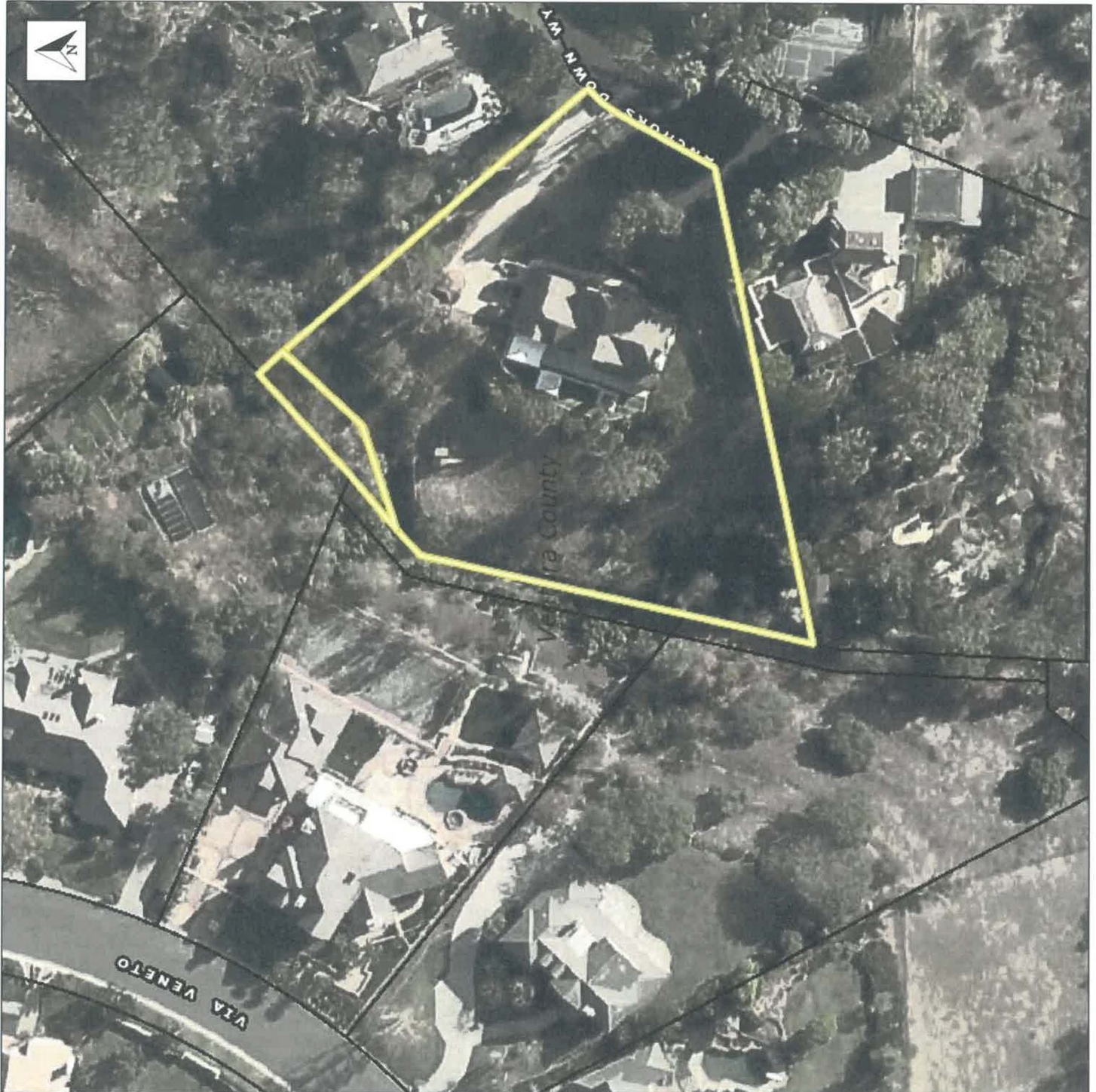
- Streets
- 1:6000
- Parcels



0 94.04 Distance Feet

1:1,128

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SASAKI
"52"

Order No.
Escrow No.
Loan No.

93-047667

Rec Fee
A.R.

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCQA FF

OFFICE ABOVE THIS LINE FOR RECORDERS USE

MAIL TAX STATEMENTS TO:

NA

DOCUMENTARY TRANSFER TAX \$..... -0-

..... Computed on the consideration or value of property conveyed; (C
..... Computed on the value liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

4925942
152-0-370-055

GRANT DEED

No Documentary Transfer Tax is due if the
conveyance has no apparent value. No
consideration was received by any party.

~~FOR A XXXX XXXX CONSIDERATION RECEIVED WITH US IN THE XXXX XXXX XXXX~~
A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
HENRY Y. SASAKI and BETTY H. SASAKI, Husband and Wife,
hereby GRANT(S) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo
County of Ventura

State of California, described

The easterly 12.00 feet of Lot 52 of Tract No. 2706 in the County
of Ventura, State of California as shown on a map recorded in
book 84, pages 50 through 53 inclusive of miscellaneous records
(maps) in the office of the county recorder of said county,
measured along that portion of the easterly boundary of said Lot
52 shown on said map as having bearings of north 02°40'02" east
and north 12°30'44" east.

The westerly line of said easterly 12.00 feet to be prolonged or
shortened so as to terminate in the northerly and southerly lines
of said Lot 52.

If any part of the property interest conveyed to the park
district herein ceases to be used for equestrian purposes, the
park district shall, on request, reconvey such part or parts to
grantors herein, or their successors if they have conveyed their
original adjoining property from which the property interest was
taken.

Dated OCT 23, 1992

STATE OF CALIFORNIA }
COUNTY OF Ventura }

On October 22, 1992 before me,

Helen Elaine Zaretsky
personally appeared HENRY Y. SASAKI and
BETTY H. SASAKI

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) appears subscribed to the within
instrument and acknowledged to me that they executed the same
in their authorized capacity(ies), and that by their signature(s)
on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Helen Elaine Zaretsky

Henry Y. Sasaki
HENRY Y. SASAKI
Betty H. Sasaki
BETTY H. SASAKI
H. Sasaki



(This area for official notarial seal)

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 305

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Henry Y. Sasaki and Betty H. Sasaki, husband and wife, have executed and delivered to the District a Grant Deed, dated October 22, 1992, conveying to the District a portion of Lot No. 52 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Henry Y. Sasaki and Betty H. Sasaki, husband and wife, conveying to the District a portion of Lot 52 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated October 22, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 305 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Sasaki Lot 52

Legend

Streets

1:6000

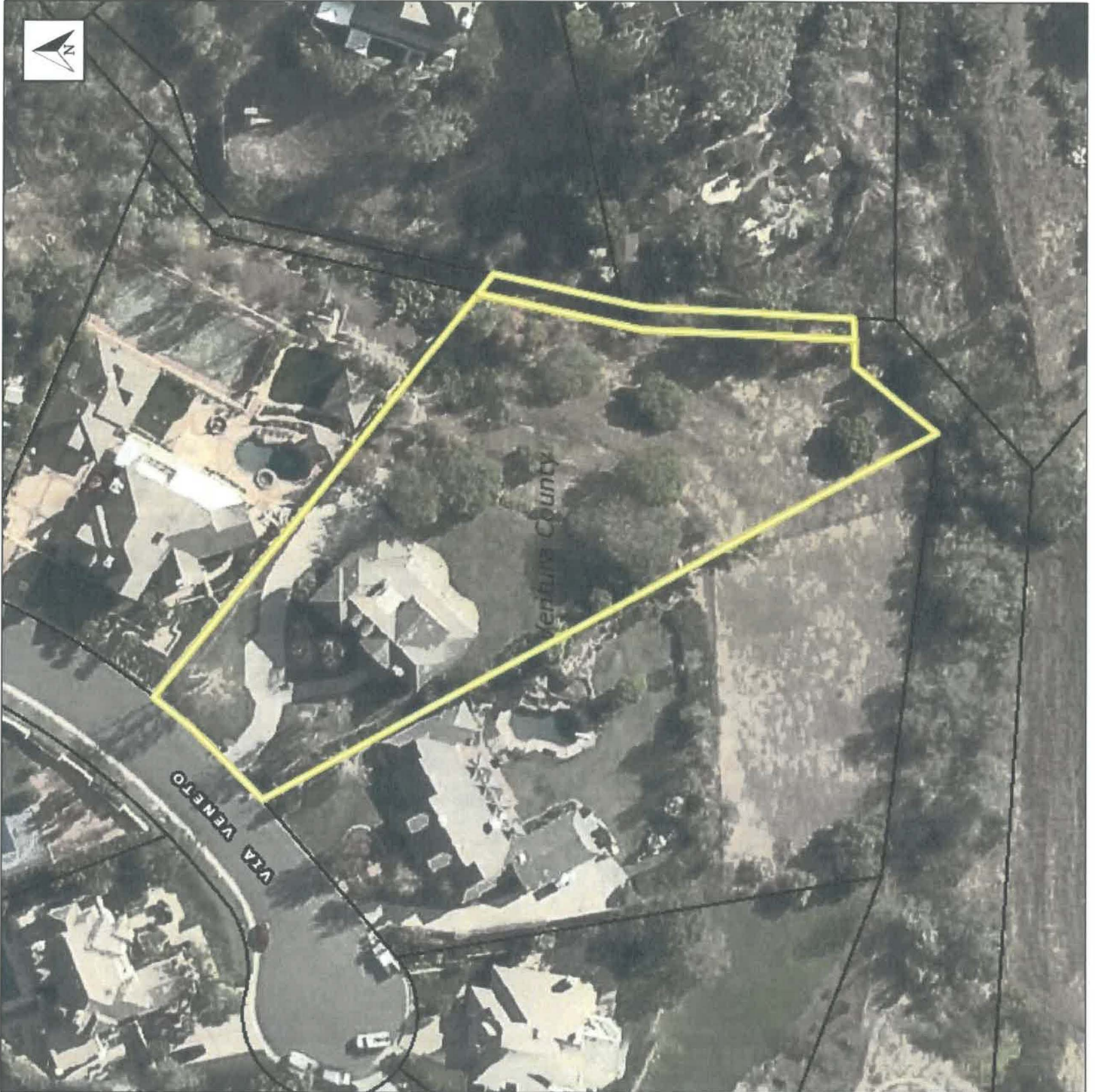
Parcels



0 94.04 Distance Feet

1: 1,128

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PLASCENCIA
"53"

RECORDING REQUESTED BY
Escrow No. CONTINENTAL LAWYERS TITLE-81
Loan No. 4925947

93-047672

Rec Fee
A.R. .00

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnly
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 2

MAIL TAX STATEMENTS TO:
Pleasant Valley Recreation
and Park District
1605 East Burnly
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$-0-
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale. FERGUSON, CASE, ORR, PATEF
& CUNNINGHAM

By: Blaine J. Wanke
Signature of Declarant or Agent determining tax - Firm Name
Blaine J. Wanke

152-0-370-045

GRANT DEED

~~FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
SALVADOR PLASOENCIA and SOLEDAD PLASCENCIA, Husband and Wife, as Joint Tena
hereby GRANT(S) to
PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo
County of Ventura State of California, described as

The easterly 12.00 feet of Lot 53 of Tract No. 2706 in the County of
Ventura, State of California as shown on a map recorded in book 84,
pages 50 through 53 inclusive of miscellaneous records (maps) in the
office of the county recorder of said county, measured along that
portion of the easterly boundary of said Lot 53 shown on said map as
having bearings of north 12°30'44" east and north 48°35'09" east.

The westerly line of said easterly 12.00 feet to be prolonged or
shortened so as to terminate in the northerly and southerly lines of
said Lot 53.

If any part of the property interest conveyed to the park district
herein ceases to be used for equestrian purposes, the park district
shall, on request, reconvey such part or parts to grantors herein, or
their successors if they have conveyed their original adjoining property
from which the property interest was taken.

Assessor's Parcel Number: 152-0-370-025

Also known as: 1926 Via Veneto
Camarillo, CA 93010

This conveyance is a gift and is exempt pursuant to Ordinance 2585.

Dated February 19, 1993

Salvador Plascencia
Salvador Plascencia

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.

On February 19, 1993 before me,
Mario Maldonado, Notary Public
personally appeared Salvador Plascencia and
Soledad Plascencia

Soledad Plascencia
Soledad Plascencia

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that ~~SALVADOR~~ executed the same
in his/her/their authorized capacity(ies), and that by ~~SALVADOR~~/their signa-
ture(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Signature Mario Maldonado

(This area for official notarial seal) 426/548

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 303

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated February 19, 1993, conveying to the District a portion of Lot No. 53 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, conveying to the District a portion of Lot 53 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated February 19, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 303 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



Plascencia Lot 53

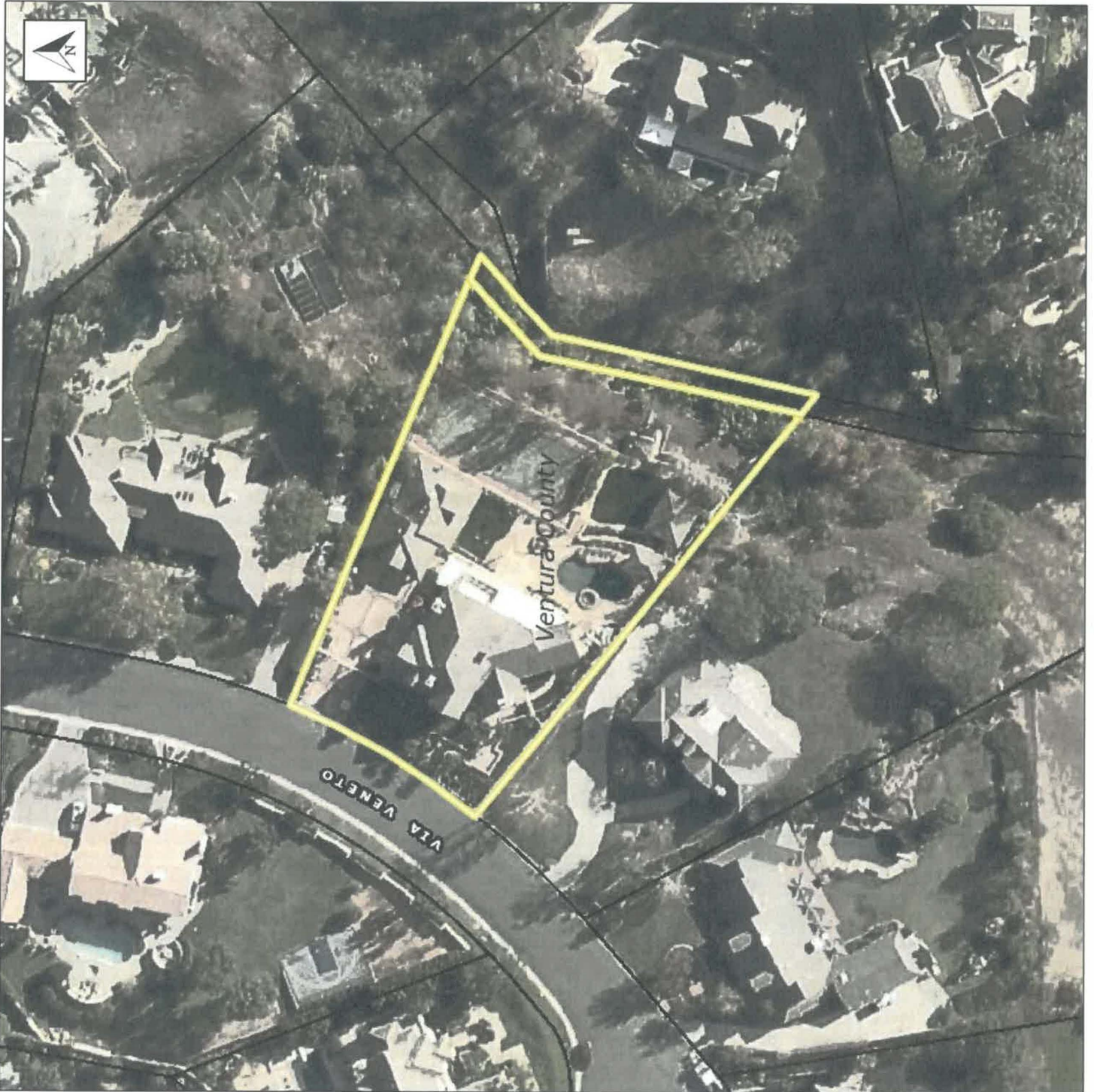
Legend

- Streets
- 1:6000
- Parcels

0 94.04 Distance Feet

1: 1,128

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RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

93-047669

KILBY "55"

Rec Fee
A.R. .00

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93050

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 4

4925944

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

152-0-370-025

1. As a charitable contribution to a governmental entity,
BILLY E. KILBY and WILMA J. KILBY, Husband and Wife as Joint
Tenants (hereinafter collectively referred to as "Grantor")
hereby grant to the Pleasant Valley Recreation and Park District
(the "Park District") for thirty (30) years following the date of
the recordation of this instrument, at which time this easement
will automatically expire, an easement over the real property
described as:

That portion of Lot 55 of Tract No. 2706 in the County
of Ventura, State of California, as shown on a map
recorded in book 84, pages 50 through 53 inclusive of
miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the northeast corner of said Lot 55;
thence along the easterly line of said Lot 55

1st: South 10°32'03" west, 146.87 feet; thence leaving
said easterly line

2nd: North 04°08'53" west, 80.57 feet; thence

3rd: North 19°56'38" east, 59.96 feet; thence

4th: North 06°42'03" east, 9.85 feet to a point in the
northerly line of said Lot 55 distant thereon north
79°15'25" west, 11.41 feet from the northeast corner of
said Lot 55; thence along said northerly line

5th: South 79°15'24" east, 11.41 feet to the point of beginning

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

4. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

5. If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Executed on 14 JAN 1993 at CAMARILLO,
Ventura County, California.

Billy E. Kilby
Billy E. Kilby

Wilma J. Kilby
Wilma J. Kilby

"Grantor"

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 300

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Billy E. Kilby and and Wilma J. Kilby, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated January 14, 1993, conveying to the District an easement over a portion of Lot No. 55 of Tract No. 2706, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Billy E. Kilby and Wilma J. Kilby, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 55 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated January 14, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 300 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Kilby Lot 55

Legend

Streets

1:6000

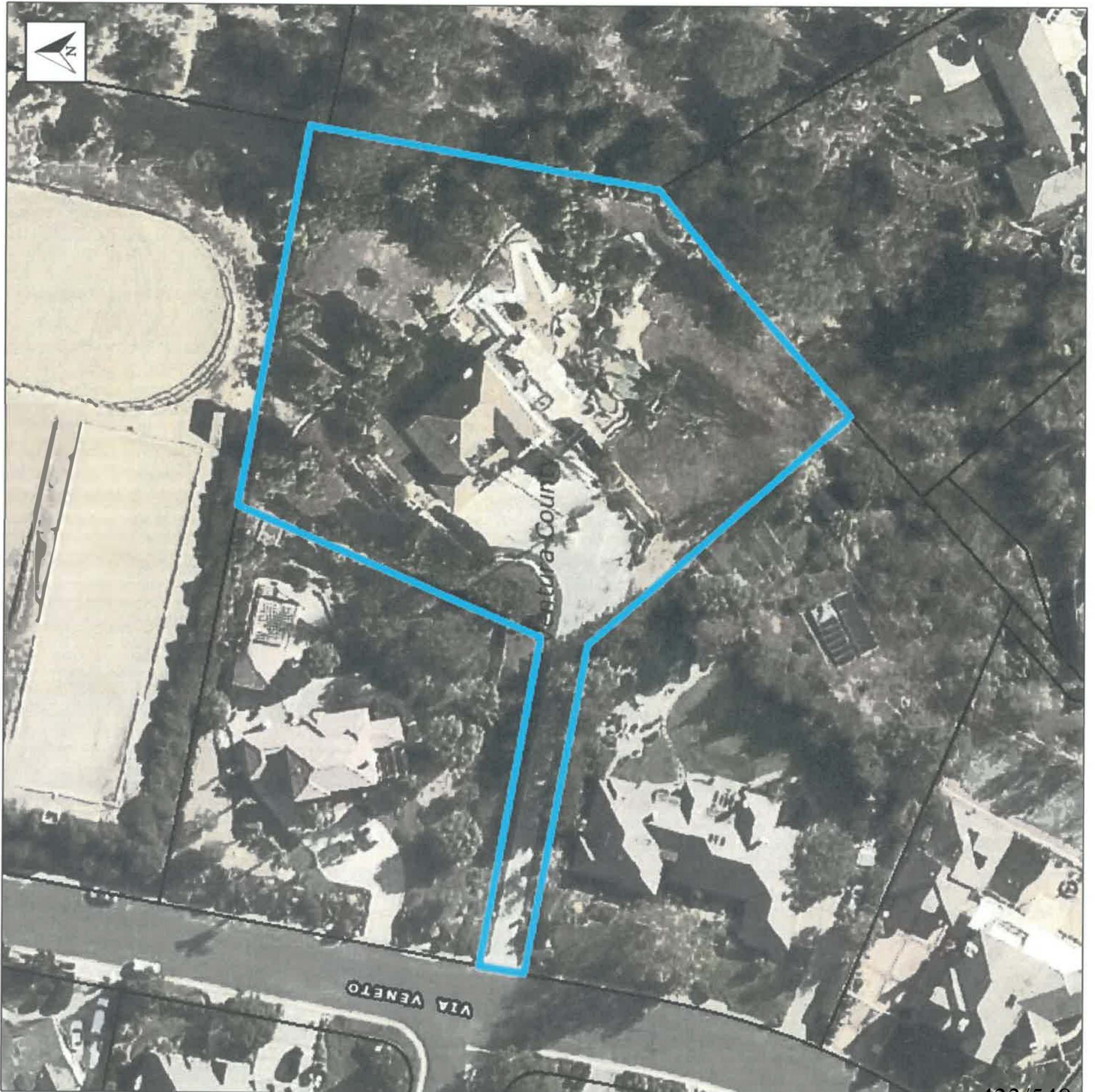
Parcels



0 94.04 Distance Feet

1:1,128

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RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

AND WHEN REQUIRED MAIL THIS DEED AND BILLS OF SALE TO THE COUNTY CLERK
MAIL TAX STATEMENT TO:

Name Pleasant Valley Recreation and
Street Park District
Address 1605 East Burnley
City & State Camarillo, CA 93010

MAIL TAX STATEMENTS TO

Name Pleasant Valley Recreation and
Street Park District
Address 1605 East Burnley
City & State Camarillo, CA 93010

TITLE 80019 DE.

INSTRUMENT NO.

REYNOLDS '65'

93-047674

Rec Fee
A.R.

.00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA FF 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4925949

GRANT DEED

152-0-352-045

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0-

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area
- city of _____, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY, DENNIS E.
REYNOLDS and SUSAN K. REYNOLDS, Trustees of the Reynolds Trust under
Declaration of Trust dated July 24, 1991,

hereby GRANT(s) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the following described real property in the City of Camarillo
County of Ventura State of California:

SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED FOR
LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the easement has no apparent value. No other
consideration was received by any party.

Dated November 6, 1992.

Dennis E. Reynolds
DENNIS E. REYNOLDS, Trustee of the
Reynolds 1991 Trust

STATE OF CALIFORNIA } ss.
COUNTY OF Ventura
On this _____ day of _____, in the year 19____,
before me, the undersigned, a Notary Public in and for said State,
personally appeared DENNIS E. REYNOLDS
and SUSAN K. REYNOLDS

Susan K. Reynolds
SUSAN K. REYNOLDS, Trustee of the
Reynolds 1991 Trust

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) are subscribed to the within
instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.



Signature Linda H. [Name]
NOTARY PUBLIC IN AND FOR SAID STATE

(This area for official notarial seal)

434/548

TRACT NO. 2706 - LOT 65
THOSE PORTIONS OF LOT 65 OF TRACT NO. 2706 IN THE COUNTY OF
VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN
BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS
RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHWESTERLY LINE OF SAID LOT 65

1ST: NORTH 08°07'28" WEST, 113.79 FEET; THENCE AT RIGHT
ANGLES

2ND: NORTH 81°52'32" EAST, 26.23 FEET; THENCE PARALLEL TO
SAID SOUTHWESTERLY LINE

3RD: SOUTH 08°07'28" EAST, 52.49 FEET; THENCE

4TH: SOUTH 04°53'04" WEST, 56.86 FEET TO A POINT IN THE
SOUTHEASTERLY LINE OF SAID LOT 65; THENCE ALONG SAID
SOUTHEASTERLY LINE

5TH: SOUTH 58°03'47" WEST, 14.63 FEET TO THE POINT OF
BEGINNING.

PARCEL B:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHEASTERLY LINE OF SAID LOT 65 THE FOLLOWING
THREE COURSES

1ST: SOUTH 53°38'07" WEST, 107.27 FEET; THENCE

2ND: SOUTH 53°08'47" WEST, 109.09 FEET; THENCE

3RD: SOUTH 58°03'47" WEST, 64.89 FEET; THENCE LEAVING SAID
SOUTHEASTERLY LINE

4TH: NORTH 49°21'06" EAST, 43.12 FEET; THENCE

5TH: NORTH 36°36'46" EAST, 44.43 FEET; THENCE

6TH: NORTH 47°43'37" EAST, 61.66 FEET; THENCE

7TH: NORTH 53°32'44" EAST, 27.98 FEET; THENCE

8TH: NORTH 47°16'12" EAST, 22.98 FEET; THENCE

9TH: NORTH 36°43'37" EAST, 21.76 FEET; THENCE

10TH: NORTH 76°24'44" EAST, 36.03 FEET; THENCE

11TH: NORTH 59°35'04" EAST, 28.73 FEET TO A POINT IN THE
NORTHEASTERLY LINE OF SAID LOT 65 DISTANT ALONG SAID
NORTHEASTERLY LINE NORTH 18°16'58" WEST, 3.50 FEET FROM
THE MOST EASTERLY CORNER OF SAID LOT 65 AND THE POINT
OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY LINE

12TH: SOUTH 18°16'58" EAST, 3.50 FEET TO THE POINT OF
BEGINNING.

EXHIBIT # A
PAGE 1 OF 1

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 304

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

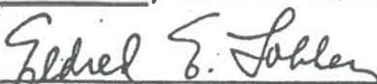
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991, have executed and delivered to the District a Grant Deed, dated November 6, 1992, conveying to the District a portion of Lot No. 65 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991 conveying to the District a portion of Lot 65 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 6, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 304 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

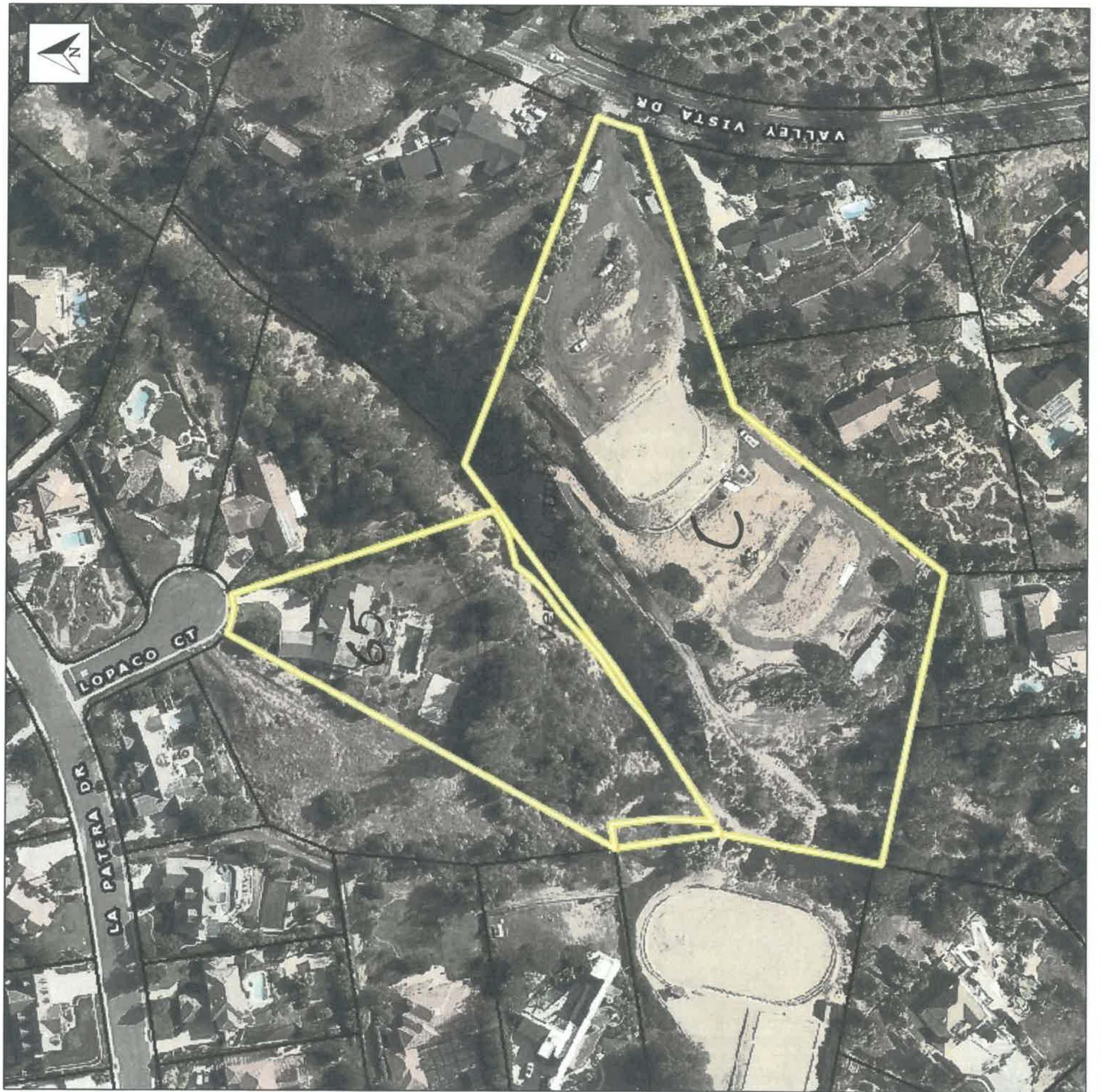

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Reynolds-Churchman-
Skudris Lots 65/7/6
Legend

- Streets
- 1:6000
- Parcels



Disclaimer: The information contained in this web site in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



MACALISTER

"66"

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW MAIL TAX STATEMENTS TO:

NAME Pleasant Valley Recreation and Park District
STREET ADDRESS 1605 East Burnley
CITY STATE ZIP Camarillo, CA 93010

93-047673

Rec Fee .00
A. R.

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

152	0	352	035	ALL
				PTN X

Title Order No. 4925948
Escrow or Loan No.

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0- CITY TAX \$
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.
 Unincorporated area City of _____, and

FOR A ~~FAIR~~ CONSIDERATION ~~IN~~ ~~AS~~ ~~DOWN~~ ~~ON~~ ~~THE~~ ~~BY~~ ~~THE~~ ~~NAME~~ ~~OF~~ ~~THE~~ ~~DEED~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
ROBERT S. MacALISTER and CATHERINE V. MACALISTER, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust Dated November 20, 1985 hereby GRANT(S) to Pleasant Valley Recreation and Park District

the following described real property in the City of Camarillo
County of Ventura State of California

SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED FOR LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the ~~document~~ has no apparent value. No other consideration was received by any party.

Robert S. MacAlister and Catherine V. MacAlister Trust

Dated November 10, 1992

Robert S. MacAlister, Trustee

STATE OF CALIFORNIA
COUNTY OF Ventura } ss
On November 10, 1992 before me the
undersigned, a Notary Public in and for said State, personally appeared
ROBERT S. MacALISTER and
CATHERINE V. MacALISTER

CATHERINE V. MACALISTER, Trustee

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same
WITNESS my hand and official seal

Signature Mary F. Barker



(This area for official notarial seal) 438/548

TRACT NO. 2706 - LOT 66

THOSE PORTIONS OF LOT 66 OF TRACT NO. 2706 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 66; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 66

1ST: NORTH 18°16'58" WEST, 3.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE

2ND: NORTH 59°35'04" EAST, 21.30 FEET; THENCE

3RD: NORTH 55°18'48" EAST, 38.37 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE

4TH: SOUTH 53°38'07" WEST, 60.63 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 66; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 66

1ST: NORTH 75°56'07" WEST, 17.24 FEET; THENCE LEAVING SAID NORTHERLY LINE

2ND: SOUTH 34°13'42" WEST, 21.60 FEET; THENCE

3RD: SOUTH 32°46'05" WEST, 108.36 FEET; THENCE

4TH: SOUTH 45°50'18" WEST, 25.00 FEET; THENCE

5TH: SOUTH 41°59'32" WEST, 56.27 FEET; THENCE

6TH: SOUTH 39°54'31" WEST, 29.75 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES

7TH: NORTH 53°38'07" EAST, 25.97 FEET; THENCE

8TH: NORTH 39°29'09" EAST, 222.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
PAGE 1 OF 1

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 301

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, have executed and delivered to the District a Grant Deed, dated November 10, 1992, conveying to the District a portion of Lot No. 66 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, conveying to the District a portion of Lot 66 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 10, 1992; be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 301 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

MacAlister Lot 66

Legend

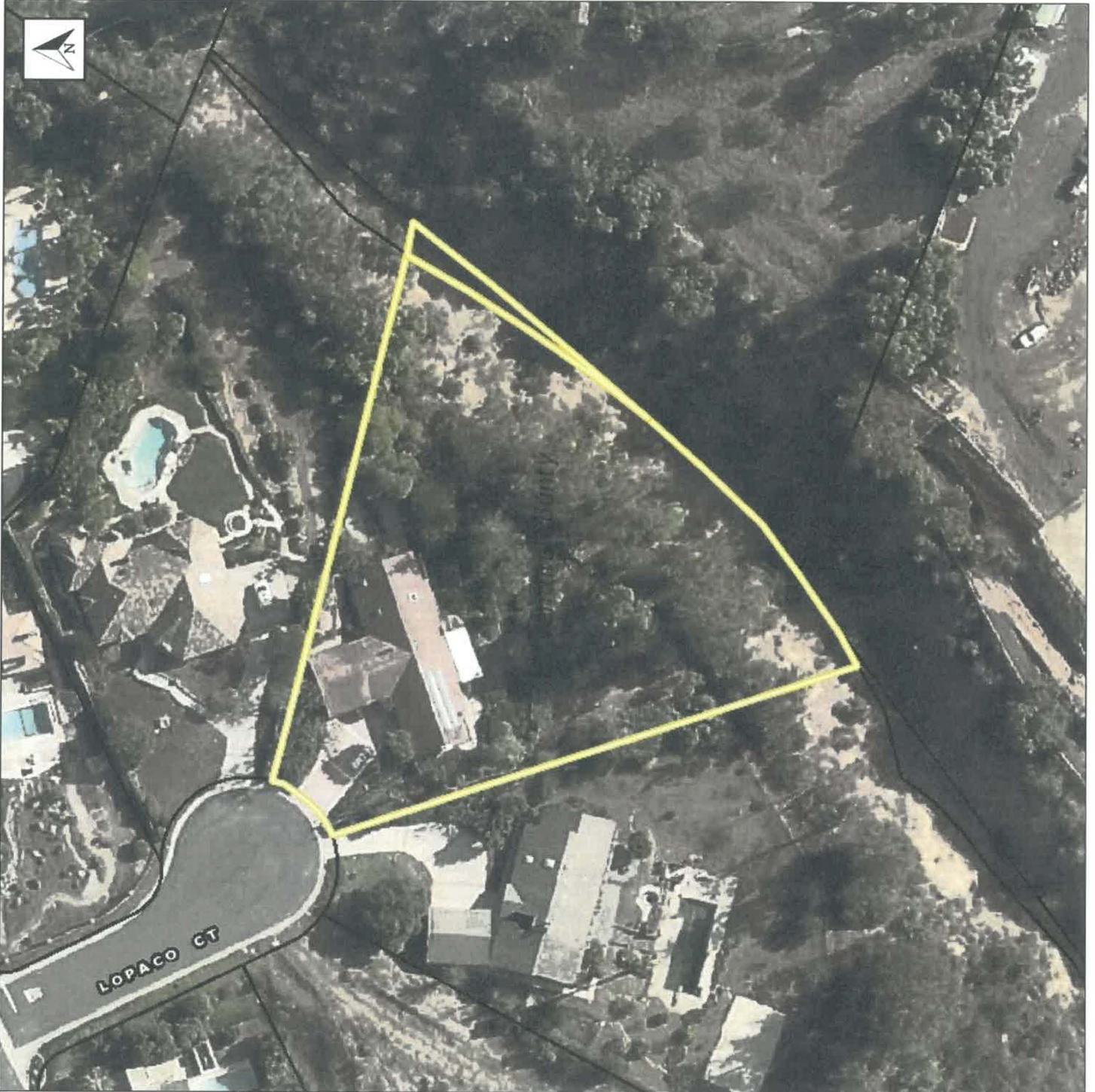
- Streets
- 1:6000
- Parcels



0 94.00 Distance Feet

1: 1,128

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DALA
"67"

Order No. CONTINENTAL LAWYERS TITLE-81
Escrow No.
Loan No.

93-047671
Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

Rec Fee
A. R. .00
VCOA FF 2

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

SPACE ABOVE THIS LINE FOR RECORDERS USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-

..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale

Signature of Declarant or Agent determining tax - Firm Name

4925946
152-0-352-025

No Documentary Transfer Tax is due as to
easement has no apparent value. No other
consideration was received by any party.

GRANT DEED

~~FOR YOUR PROTECTION PLEASE READ THE FOLLOWING INFORMATION CAREFULLY~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY
ZOLTAN DALA and SAROLTA A. DALA, Husband and Wife, as Joint Tenants
hereby GRANT (S) to Pleasant Valley Recreation and Park District

the real property in the City of Camarillo
County of Ventura

State of California, described as

That portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California as shown on a map
recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

- Beginning at the most southerly corner of said Lot 67; thence along the southeasterly line of said Lot 67
- 1st: North 75°56'07" west, 17.24 feet; thence leaving said southeasterly line
- 2nd: North 34°13'42" east, 38.74 feet; thence
- 3rd: North 48°46'45" east, 86.91 feet; thence
- 4th: North 46°10'21" east, 24.89 feet to the northerly line of said Lot 67; thence along said northerly
line
- 5th: South 67°13'42" east, 4.50 feet to the northeasterly corner of said lot 67; thence along the easterly
line of said Lot 67 the following two courses
- 6th: South 40°40'07" west, 102.97 feet; thence
- 7th: South 39°29'09" west, 40.02 feet to the point of beginning

Dated January 31, 1993

STATE OF CALIFORNIA }
COUNTY OF Ventura }

On January 31, 1993 before me,

Norman L. Horton
personally appeared Zoltan Dala and
Sarolta A. Dala

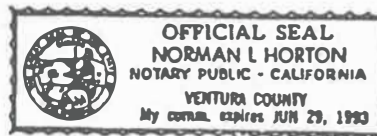
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that ~~he/she/they~~ executed the same
in his/her/their authorized capacity(ies), and that by ~~his/her/their~~ signa-
ture(s)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

WITNESS my hand and official seal.

Signature Norman L. Horton

Zoltan Dala
ZOLTAN DALA

Sarolta A. Dala
SAROLTA A. DALA



(This area for official notarial seal)

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 297

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

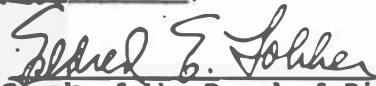
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 31, 1993, conveying to the District a portion of Lot No. 67 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, conveying to the District a portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 31, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 297 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 13, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



Data Lot 67

Legend

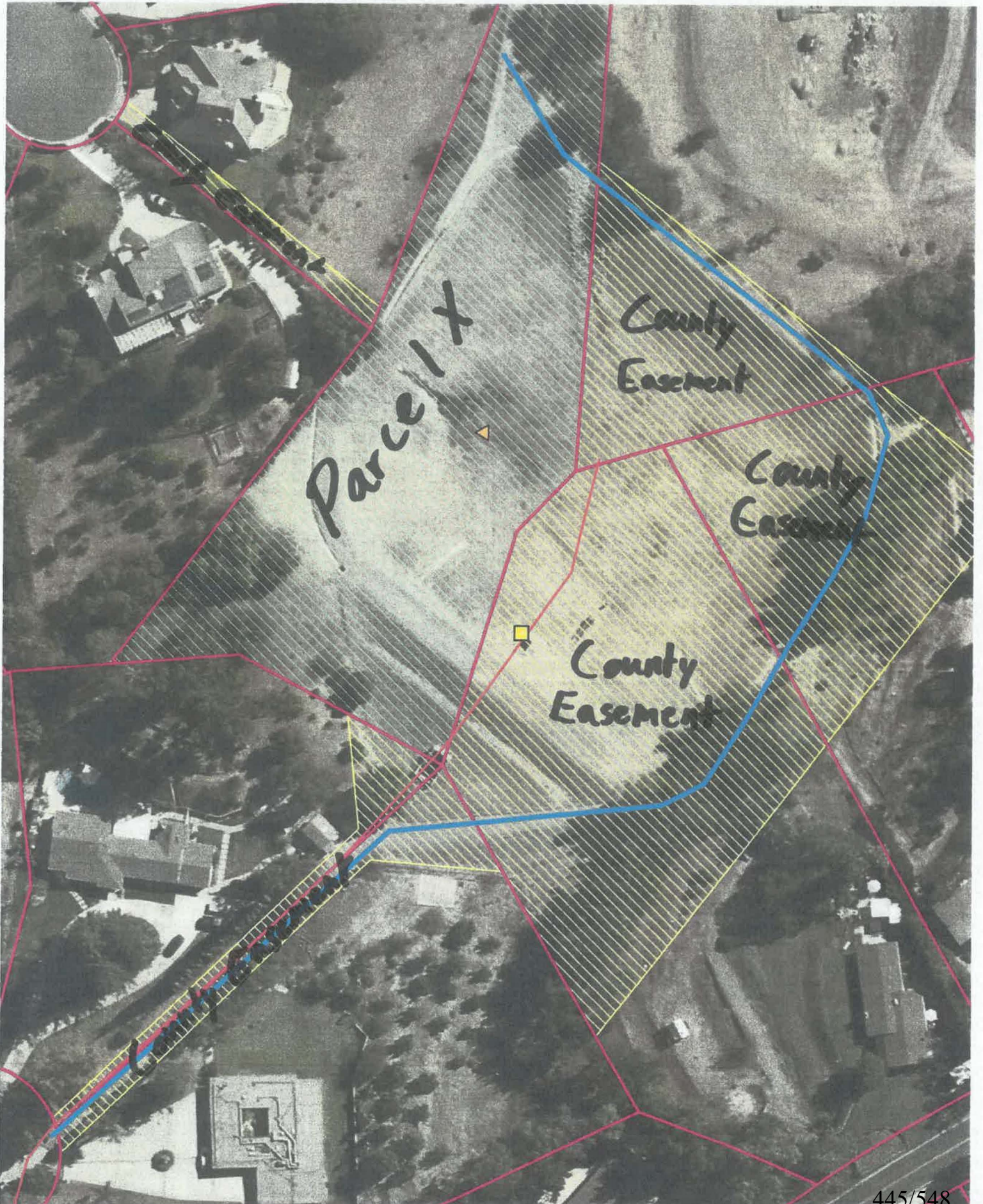
- Streets
- 1:6000
- Parcels

0 94.00 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographic Information System. It is provided as a public service and is not guaranteed to be accurate. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.





**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Pleasant Valley Recreation & Park District
1605 East Burnley St.
Camarillo, CA 93010

APN. 152-0-370-025

Space Above for Recorder's Use Only
Exempt from filing/recording fees per Govt Code §27383

EASEMENT AMENDMENT

_____ Trust dated September 24, 2013 and any amendments thereto ("**Owner**") own that certain real property commonly known as 2016 Via Veneto, Camarillo, California which is legally described as "Lot 55, Tract 2706 in the City of Camarillo, County of Ventura, State of California as per map recorded in Book 84, pages 50 through 53, inclusive, of Maps, in the Office of the County Recorder of said county" ("**Owner's Property**").

The Property is subject to that certain Grant of Easement dated June 14, 1993 executed by _____ as grantor to Pleasant Valley Recreation and Park District, a governmental agency ("**District**") which was recorded on March 17, 1993 as Instrument No. 93-047669 of the Official Records of Ventura County ("**Easement**").

Owner and District hereby amend the Easement to delete Section 8 and agree that the Easement shall continue in effect for a period of thirty (30) years from the date of recordation of this Amendment ("**Expiration Date**"). The Easement shall automatically renew for thirty (30) years unless Owner elects to terminate the Easement by delivering written notice to the District delivered not more than two (2) years and not less than one (1) year prior to the then Expiration Date ("**Owner's Option to Terminate**"). District may elect to terminate this Easement at any time upon delivery of written notice to Owner. Upon termination of this Easement, both Owner and District shall execute and acknowledge a termination agreement to be recorded in the Official Records of Ventura County. Except as hereby amended, the Easement shall remain in full force and effect.

District agrees that, at its expense it (i) shall maintain the Easement in good condition and repair; (ii) hold Owner harmless from any claims made by users of the Trail Easement; and (iii) shall maintain liability insurance through the joint power authority of which it is a member.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

OWNER:

DISTRICT:

_____ TRUSTEE or her successors in trust under
the _____ Trust dated _____

PLEASANT VALLEY RECREATION AND PARK
DISTRICT, a governmental agency

By: _____
Elaine Magner, Chair

ATTEST:

Bev Dransfeldt, Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Tiffany Israel, District Counsel

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

STATE OF CALIFORNIA

)

) ss.

COUNTY OF _____)

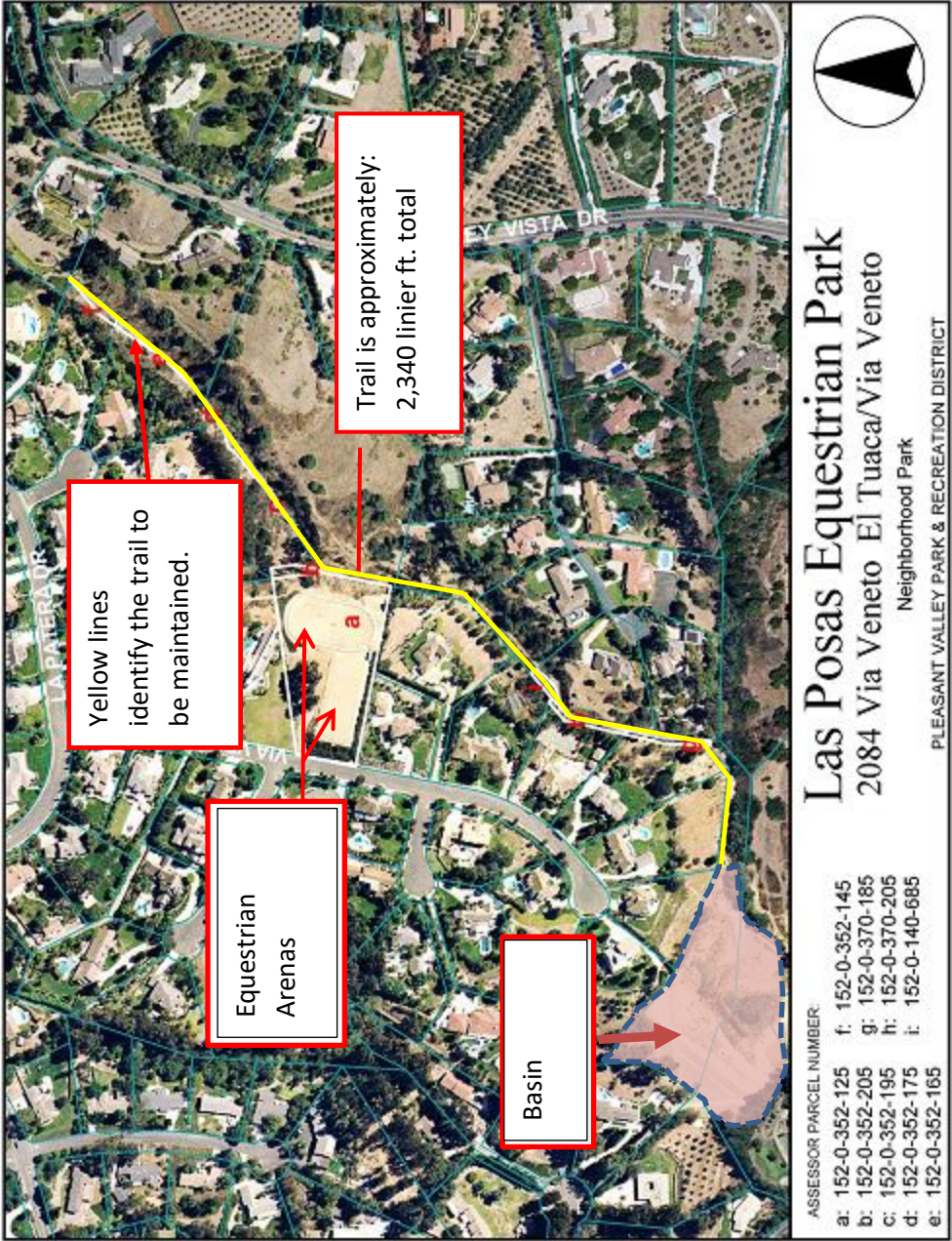
On _____, 2023 before me, _____,
a notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

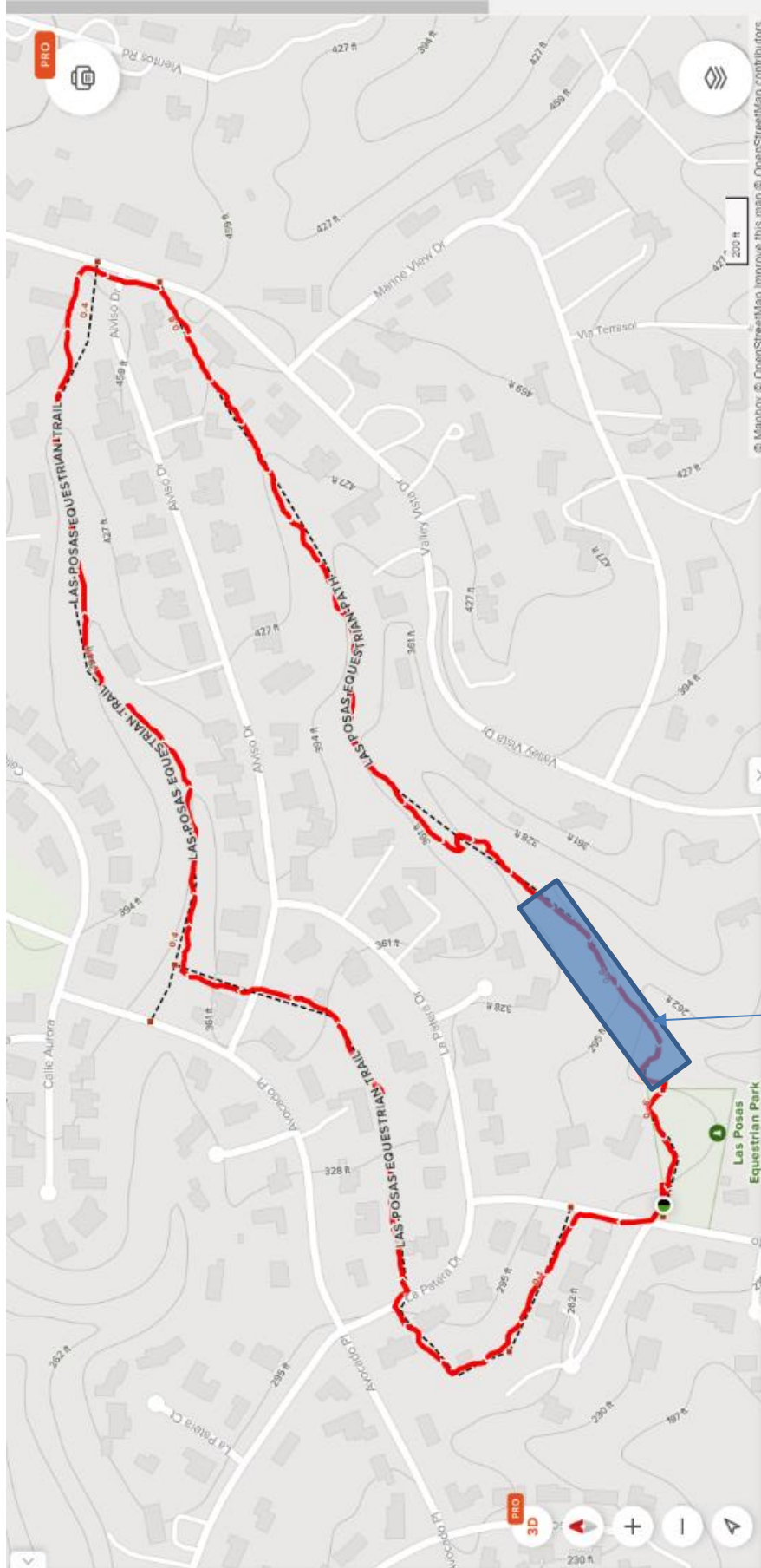
Notary Public

SEAL:



The yellow line represents the trail system that PVRPD manages.

Northern trail system based on trail website ALLTrails. Trail loop is 1.7 miles.



PVRPD Responsibility

Pleasant Valley Recreation
And Park District
1605 East Burnley Street
Camarillo, CA 93010

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as “Las Posas,” hereby grants to the PLEASANT VALLEY RECREATION AND PARKS DISTRICT, a political subdivision of the State of California, hereinafter referred to as “Park District” an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with terms of this instrument, **or, until which time the Park District discontinues its yearly financial assistance, commencing on 17 March 2023, upon the receipt of \$15,000, paid, yearly, No Later Than 17 March of each year, with yearly increases of \$500 per year, until a maximum yearly fee of \$30,000 is achieved. Thenceforth Las Posas will continue to maintain the previously described Sections 1, 2, and 3 of the Equestrian Trails. Failure to make yearly payments will terminate the license agreement.**

The real property which is the subject of this instrument and over which the Park District shall have rights, pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54, inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706, over which the Park District shall have rights pursuant to this instrument, shall consist of those portions of said Tract 2706, over which Las Posas has easement rights, which pass over Lots 1 through 7, Lots 10 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 62, Lot 69, Lot 71, and Lots 74 through 83. The portion of said property, which may be used by the Park District pursuant to this instrument, shall generally consist of a strip of land 12 feet wide, located on the portion of said easements, which has historically been used for trail purposes, together with such other portions of the easement areas, as may be required for proper use and maintenance of the trails.

Las Posas grants to the Park District the right to use the real property described above, for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine animals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and offroad vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for the use in its maintenance of the trails, as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park District the right to perform such maintenance as the Park District deems necessary to maintain the trail system in a safe and easily usable condition, including, but not limited to, the right to remove brush, branches, trash, and debris from the trails, as well as the right to repair erosion and rodent damage.

Las Posas further grants to the Park District the right to establish reasonable ordinances, rules and regulations, to govern the conduct of persons and entities using the trail system provided in this

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: March 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 731 APPROVING AND ADOPTING THE MID-YEAR
BUDGET ADJUSTMENTS AND TRANSFERS FOR
FISCAL YEAR 2022-2023**

SUMMARY

The FY 2022-2023 budget was adopted on July 6, 2022. District staff have reviewed all revenue and expenditure line-items and have found the items listed below in the *Background* and *Analysis* sections as items needing formal adjustments or transfers. Items not under discussion are assumed to be running on target with their respective estimate/appropriation.

BACKGROUND

There were two budget workshops held on April 23, 2022 and May 10, 2022 to review the FY2022-2023 budget. The budget was developed by staff, reviewed during budget workshops, and approved by the Board of Directors as part of the budgeting process. The budget is adjusted at mid-year when there are changes in budget line items which represent noteworthy changes. The budget at mid-year is reviewed and analyzed by staff and the General Manager. Budget revisions during the fiscal year are consistent with accounting practices and recommended by the District's auditors.

The budget adjustments presented are the staff's best educated decisions on what the projections will be for both revenue and expenses on June 30, 2023.

The General Fund (Fund 10) has a few budget adjustments. Most of the adjustments are for cleaning up some bookkeeping issues. The District has received some revenue that was not budgeted for during the budgeting process, such as the turf mitigation rebates, Prop 68 payments, and increased interest revenue. Notable changes in expenditures are increases in grounds and tree maintenance for turf mitigation and gas utilities due to a 330% increase in prices in the month of January. Additionally, capital has been cleaned up from one general capital account to accounts for each anticipated project.

The Assessment District (Fund 20) has one budget adjustment to account for increased interest earnings.

The Park Dedication Fee (Quimby Fee) (Fund 30) has budget adjustments for increased interest earnings and receipt of Quimby funds. Fund 30 also has adjustments for some final invoice payments for two capital projects that rolled into this fiscal year.

The Park-in-Lieu Fees (Fund 40) has two budget adjustments to revenue, one for increased interest earnings and one for the receipt of park impact fees.

The Community Development Block Grant (CDBG) (Fund 50) has a few budget adjustments. In the revenue section, adjustment is made to correct the revenue account from Staffing Cost Recovery to CDBG – Food Share. For expenditures, adjustments are made to correct the majority of personnel expenses from Full Time Salaries to Part-Time Salaries, as well as to add in the payroll taxes that were not budgeted for.

The Restricted Donations Fund (Fund 60) was established to keep donations the District receives from individuals and organizations for specific projects separate from the General Fund. Currently, the District has received \$1,308,170 from The Miracle League of the 805 for the building of a Miracle League ballfield at Freedom Park. Budgets are being established for maintaining accounts for this project.

ANALYSIS

Revenue

District Wide, Fund 10 revenue is at 67.38% through Period 7. The below spreadsheet shows the increases and decreases for Fund 10 revenue along with an explanation. Per the spreadsheet, the following is a summary of the requested budget adjustments, along with the line items with the biggest change:

Revenue	July 2022 Adoption	Mid-Year Adj	New FY22-23 Budget
	\$8,943,311	\$951,786	\$9,895,097

AQUATICS

Line-Item Name	Action	Amount	Reason
#5520 Public Fee-Entry Fees	Increase	\$15,000	Higher than expected entries

PARKS

Line-Item Name	Action	Amount	Reason
#5574 Rebates Received	Increase	\$152,042	Turf Mitigation Rebates

SPECIAL EVENTS

Line-Item Name	Action	Amount	Reason
#5561 Special Event	Increase	\$56,205	City of Camarillo Parade Reimbursement

ADMINISTRATION

Line-Item Name	Action	Amount	Reason
#5310 Interest Earnings	Increase	\$95,000	Addition of CalCLASS investment pool and higher than expected interest rates
#5575 Misc Revenue	Increase	\$483,539	Prop 98 Funding
#5600 ROPS	Increase	\$150,000	ROPS Funds

Personnel

Personnel will see a \$(41,618) mid-year budget adjustment due to the full upfront payment of the CalPERS Unfunded Liability, leading to a discount, and the increase of 457 Payouts due to a cleanup of the District roster. Currently, Personnel is at 56.28% of budget.

Personnel	July 2022 Adoption	Mid-Year Adj	New FY22-23 Budget
	\$5,060,038	\$(41,618)	\$5,018,420

Line-Item Name	Action	Amount	Reason
#6121 457 Pension	Increase	\$16,000	Payout to old part time employees/cleaning of the roster
#6170 PERS Unfunded Liability	Decrease	\$(57,618)	Upfront payment of Unfunded Liability

Expenses

District Wide, Fund 10 expenses are at 50.49% thru Period 7. The attached spreadsheet shows the increases and decreases for Fund 10 expenses. Per the spreadsheet, the following is a summary of the requested budget adjustments along with explanation:

Expense	July 2022 Adoption	Mid-Year Adj	New FY22-23 Budget
	\$3,863,418	\$92,590	\$3,956,008

SPECIAL EVENTS

Line-Item Name	Action	Amount	Reason
#7420 Supplies	Increase	\$17,500	City of Camarillo Parade Expenses (Reimbursed on line #5575)

PARKS

Line-Item Name	Action	Amount	Reason
#6710 Grounds Maintenance	Increase	\$38,000	Turf Mitigation Expenses (Offset by line #5574)
#6719 Tree Care	Increase	\$4,000	Turf Mitigation Expenses (Offset by line #5574)
#7810 Utilities – Gas	Increase	\$14,300	330% increase in Gas Prices in January

ADMINISTRATION

Line-Item Name	Action	Amount	Reason
#6410 Insurance Liability	Increase	\$5,740	More than budget
#6727 Fee Schedule	Increase	\$13,050	Prior year project not budgeted

Capital

District Wide, Fund 10 Capital expenditures are at 16.25% thru Period 7. The attached spreadsheet shows the increases and decreases for Fund 10 Capital line items. These line items are being established and funded for the projects previously approved by the Board. The District typically budgets all Capital expenditures in line 8400 and creates line items as projects start paying bills. Some projects have already been fully paid and came in under budget.

Capital	July 2022 Adoption	Mid-Year Adj	New FY22-23 Budget
	\$865,580	\$(93,335.78)	\$772,244.22

PARKS

Line-Item Name	Action	Amount	Reason
#8400 General Capital	Decrease	\$(762,852.00)	Capital Clean-up
#8483 ECAA Loan-Lighting Project	Increase	\$ 27,382.85	Capital Clean-up
#8496 Prop 68-Arneill Ranch Park	Increase	\$ 48,651.16	Capital Clean-up
#8498 MO Tennis Court Refinish	Increase	\$ 86,000.00	Capital Clean-up
#8499 Community Center Sewer Line	Increase	\$ 28,025.00	Capital Clean-up
#8500 Cam Grove Septic Tank	Increase	\$ 72,605.21	Capital Clean-up
#8501 Senior Center Roof	Increase	\$ 146,852.00	Capital Clean-up
#8502 Freedom Dog Park	Increase	\$ 200,000.00	Capital Clean-up
#8503 Co-Op Sewer Line	Increase	\$ 60,000.00	Capital Clean-up

Assessment District (Fund 20):

One mid-year budget adjustment needed:

Type of Account	Percentage of Budget at Mid-Year
Revenue	66.95%
Personnel	60.17%
Services and Supplies	71.34%
Overall Expenses	71.04%

Line-Item Name	Action	Amount	Reason
#5310 Interest Earnings	Increase	\$12,000	Addition of CalCLASS investment pool and higher than expected interest rates

Park Dedication (Fund 30):

Two mid-year budget adjustments needed:

Type of Account	Percentage of Budget at Mid-Year
Revenue	68,043.23%
Personnel	0.00%
Services and Supplies	0.00%
Overall Expenses	0.00%
Capital	1.13%

Line-Item Name	Action	Amount	Reason
#5310 Interest Earnings	Increase	\$40,000	Addition of CalCLASS investment pool and higher than expected interest rates
#5400 Park Dedication Fees	Increase	\$3,466,172.45	Receipt of Quimby Funds

Park-in-Lieu Fee (Fund 40):

Two mid-year budget adjustments needed:

Type of Account	Percentage of Budget at Mid-Year
Revenue	15,137.73%
Personnel	0.00%
Services and Supplies	0.00%
Overall Expenses	0.00%

Line-Item Name	Action	Amount	Reason
#5310 Interest Earnings	Increase	\$3,530.93	Addition of CalCLASS investment pool and higher than expected interest rates
#5450 Park Impact Fees	Increase	\$7,931.19	Receipt of Park Impact Fees

Community Development Block Grant (CDBG) (Fund 50):

Seven mid-year budget adjustments needed. These adjustments are needed to clean up the budget lines to the correct accounts being used and add in the budgets for:

Type of Account	Percentage of Budget at Mid-Year
Revenue	24.61%
Personnel	57.58%
Services and Supplies	0.00%
Overall Expenses	57.58%

Line-Item Name	Action	Amount	Reason
#5563 Staffing Cost Recovery	Decrease	\$(42,428)	Correct to actual revenue account
#5577 CDBG FoodShare	Increase	\$42,428	Correct to actual revenue account
#6100 Full Time Salaries	Decrease	\$(30,767.84)	Correct to Part-Time Salaries
#6110 Part-Time Salaries	Increase	\$25,559.07	Correct Part-Time Salaries budget
#6120 Retirement	Increase	\$4,622.60	Add budget for payroll expenses
#6130 Employee Insurance	Increase	\$18.13	Add budget for payroll expenses
#6140 Workers Compensation	Increase	\$568.04	Add budget for payroll expenses

Restricted Donations (Fund 60):

The Restricted Donations (Fund 60) Fund is being established to keep separate from other District Funds donations that are earmarked and intended for a specific project. The District has entered into an agreement with The Miracle League of the 805 for the building of a Miracle League ballfield at Freedom Park. Four (4) accounts are being established:

Line-Item Name	Action	Amount	Reason
#5576 Restricted Donations	Increase	\$1,308,170	Establish Miracle League 805 Account
#5310 Interest Earnings	Increase	\$2,000	Establish Miracle League 805 Account
#6955 Bank Charges	Increase	\$12.00	Establish Miracle League 805 Account
#8497 Miracle League 805 Ballfield	Increase	\$1,000,000	Establish Miracle League 805 Account

FISCAL IMPACT

Keeping in mind the changes that are mentioned above, the impact on the District Wide General Fund budget in fiscal year 2022-2023 is an increase from \$19,855 to \$920,669 which is a \$900,814 increase in revenue over expenses for Fund 10. This increase is primarily due to receipt of Prop 68 funds for Capital and Turf Mitigation rebates for projects completed in the prior fiscal year.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.0: To ensure the short and long-term fiscal health of the District.

STAFF RECOMMENDATION

Staff is recommending the Board of Directors Approve Resolution No. 731 to approve and adopt the mid-year budget adjustments and transfers for FY 2022-2023.

ATTACHMENTS

- 1) Resolution No. 731 (1 page)
- 2) Fund 10 Mid-Year Budget Summary (3 pages)
- 3) Fund 20 Mid-Year Budget Summary (1 page)
- 4) Fund 30 Mid-Year Budget Summary (1 page)
- 5) Fund 40 Mid-Year Budget Summary (1 page)
- 6) Fund 50 Mid-Year Budget Summary (1 page)
- 7) Fund 60 Mid-Year Budget Summary (1 page)

RESOLUTION NO. 731

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT,
APPROVING AND ADOPTING THE MID-YEAR BUDGET
ADJUSTMENTS AND TRANSFERS FOR FISCAL YEAR 2022-2023**

WHEREAS, the final Budget for FY 2022-2023 was approved by the Pleasant Valley Recreation and Park District Board on July 6, 2022.

WHEREAS, on March 1, 2023 the recommended amended mid-year budget for fiscal year 2022-2023 was presented to the Board, and

WHEREAS, the Board has considered the recommended amendments.

NOW THEREFORE, the Board of Pleasant Valley Recreation and Park District hereby resolves that:

1. The 2022-2023 Budget amendments as attached hereto including estimated revenues and appropriations for operations, capital improvements, Assessment District funds, Quimby funds, and transfers are hereby approved and adopted effective March 1, 2023.
2. The General Manager is authorized to make expenditures conforming with this Budget and to make adjustments between the various accounts within each fund, limited to the total amount budgeted for said funds.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 1st day of March 2023 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Elaine Magner, Chairman
PVRPD Board of Directors

ATTESTED:

Bev Dransfeldt, Secretary
PVRPD Board of Directors

General Ledger
Mid-Year Budget Adjustments - Fund 10
Fiscal Year 2022-2023

Description	Account	One Year Prior Actual	Original	Mid-Year	Mid-Year	Year to Date	% of Budget
		Prior Actual	Budget 22-23	Budget Adj.	Budget	Through 1/31/2022	
Revenue							
Tax Apport - Cur Year Secured	5110	\$ 7,208,637.84	\$ 7,634,345.00		\$ 7,634,345.00	\$ 4,273,973.15	55.98%
Tax Apport - Cur Year Unsec	5120	\$ 134,614.57	\$ -		\$ -	\$ 33,547.99	-
Tax Apport - Prior Year Sec	5130	\$ 73,784.70	\$ -		\$ -	\$ 45,866.99	-
Tax Apport - Prior Year Unsec	5140	\$ 9,582.54	\$ -		\$ -	\$ 7,602.24	-
Tax Deeded Sales	5150	\$ 6.41	\$ -		\$ -	\$ 197.85	-
Cur Supplemental Pass Thru	5210	\$ 127,851.66	\$ -		\$ -	\$ 49,935.42	-
HOPTR	5230	\$ 44,241.91	\$ -		\$ -	\$ 23,460.77	-
Supplemental Assessment Roll	5240	\$ 337.39	\$ -		\$ -	\$ 153.20	-
Interest Earnings	5310	\$ 8,316.67	\$ 9,893.00	\$ 95,000.00	\$ 104,893.00	\$ 66,685.93	63.58%
Assessment Revenue	5500	\$ -	\$ -		\$ -	\$ 433.44	-
Park Patrol Citations	5506	\$ 1,277.11	\$ 1,500.00		\$ 1,500.00	\$ 1,963.39	130.89%
Bingo - Primary Revenue	5508	\$ 12,646.75	\$ 14,400.00		\$ 14,400.00	\$ 12,097.55	84.01%
Excess Bingo Revenue	5509	\$ 2,946.60	\$ -		\$ -	\$ 8,863.00	-
Contract Classes-Public Fees	5510	\$ 250,322.22	\$ 131,313.00		\$ 131,313.00	\$ 100,957.92	76.88%
Public Fees	5511	\$ 177,937.03	\$ 300,001.00		\$ 300,001.00	\$ 150,845.65	50.28%
Public Fees-Entry Fees	5520	\$ 38,922.00	\$ 25,840.00	\$ 15,000.00	\$ 40,840.00	\$ 26,439.00	64.74%
Vending Concessions	5525	\$ 620.40	\$ 1,450.00		\$ 1,450.00	\$ 952.25	65.67%
Rental	5530	\$ 437,042.84	\$ 338,717.00		\$ 338,717.00	\$ 214,927.75	63.45%
Cell Tower Revenue	5535	\$ 102,036.37	\$ 100,800.00		\$ 100,800.00	\$ 66,938.82	66.41%
Parking Fees	5540	\$ 17,795.05	\$ 9,600.00		\$ 9,600.00	\$ 9,449.80	98.44%
Activity Guide Revenue	5555	\$ 4,000.00	\$ 10,000.00		\$ 10,000.00	\$ 4,200.00	42.00%
Special Event	5561	\$ (842.52)	\$ -	\$ 56,205.00	\$ 56,205.00	\$ 56,205.55	100.00%
Staffing Cost Recovery	5563	\$ 51,883.75	\$ 58,352.00		\$ 58,352.00	\$ 19,405.50	33.26%
Special Event Permits	5564	\$ 900.00	\$ -		\$ -	\$ 600.00	-
Security Services - Recovery	5566	\$ 4,136.25	\$ -		\$ -	\$ 4,381.00	-
Contributions	5570	\$ 72,178.28	\$ 72,000.00		\$ 72,000.00	\$ 60,004.30	83.34%
Rebates Recieved	5574	\$ -	\$ -	\$ 152,042.00	\$ 152,042.00	\$ 152,042.00	100.00%
Other Misc Revenue	5575	\$ 326,464.71	\$ 33,400.00	\$ 483,539.00	\$ 516,939.00	\$ 491,160.04	95.01%
Incentive Income	5585	\$ 2,474.63	\$ 1,700.00		\$ 1,700.00	\$ 1,551.93	91.29%
Reimbursement - ROPS	5600	\$ 396,407.90	\$ 200,000.00	\$ 150,000.00	\$ 350,000.00	\$ 496,791.60	141.94%
Revenue		\$ 9,506,523.06	\$ 8,943,311.00	\$ 951,786.00	\$ 9,895,097.00	\$ 6,381,634.03	64.49%
Personnel							
Full Time Salaries	6100	\$ 2,321,263.50	\$ 2,669,312.00		\$ 2,669,312.00	\$ 1,412,543.26	52.92%
Overtime Salaries	6101	\$ 18,433.62	\$ 26,785.00		\$ 26,785.00	\$ 9,061.60	33.83%
Car Allowance	6105	\$ 11,087.32	\$ 10,800.00		\$ 10,800.00	\$ 6,230.55	57.69%
Cell Phone Allowance	6108	\$ 14,335.80	\$ 15,960.00		\$ 15,960.00	\$ 8,571.05	53.70%
Part-Time Salaries	6110	\$ 373,688.36	\$ 549,670.00		\$ 549,670.00	\$ 241,638.24	43.96%
Retirement	6120	\$ 384,025.59	\$ 466,365.00		\$ 466,365.00	\$ 231,990.58	49.74%
457 Pension	6121	\$ 16,315.09	\$ 7,000.00	\$ 16,000.00	\$ 23,000.00	\$ 21,003.03	91.32%
Deferred Compensation	6125	\$ 4,768.93	\$ 4,895.00		\$ 4,895.00	\$ 2,728.58	55.74%
Employee Insurance	6130	\$ 287,640.29	\$ 372,401.00		\$ 372,401.00	\$ 179,661.12	48.24%
Workers Compensation	6140	\$ 155,315.89	\$ 222,963.00		\$ 222,963.00	\$ 92,000.72	41.26%
Unemployment Insurance	6150	\$ 6,843.91	\$ 15,000.00		\$ 15,000.00	\$ 1,132.00	7.55%
Loan - Pension Obligation	6160	\$ 14,217.75	\$ 132,893.00		\$ 132,893.00	\$ 132,893.00	100.00%
PERS Unfunded Liability	6170	\$ 501,541.00	\$ 565,994.00	\$ (57,618.00)	\$ 508,376.00	\$ 508,376.00	100.00%
Personnel		\$ 4,109,477.05	\$ 5,060,038.00	\$ (41,618.00)	\$ 5,018,420.00	\$ 2,847,829.73	56.75%
Services and Supplies							
Telephone/Internet	6210	\$ 21,699.69	\$ 23,132.00		\$ 23,132.00	\$ 11,715.20	50.64%
Internet Services	6220	\$ 24,349.33	\$ 61,125.00		\$ 61,125.00	\$ 32,593.04	53.32%
IT Infrastructure	6230	\$ 539.62	\$ 2,000.00		\$ 2,000.00	\$ -	0.00%
Computer Hardware/Software	6240	\$ 13,427.88	\$ 60,534.00		\$ 60,534.00	\$ 38,915.87	64.29%
Pool Chemicals	6310	\$ 4,898.62	\$ 8,250.00		\$ 8,250.00	\$ 2,315.27	28.06%
Janitorial Supplies	6320	\$ 44,866.40	\$ 48,408.00		\$ 48,408.00	\$ 26,611.29	54.97%
COVID-19 Supplies	6321	\$ 3,352.52	\$ 1,000.00		\$ 1,000.00	\$ -	0.00%
Kitchen Supplies	6330	\$ 214.05	\$ 1,200.00		\$ 1,200.00	\$ 74.84	6.24%
Food Supplies	6340	\$ 1,435.90	\$ 14,850.00		\$ 14,850.00	\$ 3,878.33	26.12%
Water Maint & Service	6350	\$ 826.75	\$ 1,265.00		\$ 1,265.00	\$ 2,598.96	205.45%
Laundry/Wash Service	6360	\$ 73.50	\$ 1,220.00		\$ 1,220.00	\$ -	0.00%

General Ledger
Mid-Year Budget Adjustments - Fund 10
Fiscal Year 2022-2023

Description	Account	One Year Prior Actual	Original	Mid-Year	Mid-Year	Year to Date	% of Budget
		Prior Actual	Budget 22-23	Budget Adj.	Budget	Through 1/31/2022	
Medical Supplies	6380	\$ -	\$ 1,050.00		\$ 1,050.00	\$ -	0.00%
Insurance Liability	6410	\$ 236,698.00	\$ 284,038.00	\$ 5,740.00	\$ 289,778.00	\$ 289,778.00	100.00%
Equipment Maintenance	6500	\$ 655.66	\$ 1,000.00		\$ 1,000.00	\$ 24.54	2.45%
Fuel	6510	\$ 61,605.47	\$ 73,590.00		\$ 73,590.00	\$ 35,835.88	48.70%
Vehicle Maintenance	6520	\$ 36,355.60	\$ 35,400.00		\$ 35,400.00	\$ 23,987.66	67.76%
Building Maintenance	6600	\$ -	\$ -		\$ -	\$ 24.14	-
Building Repair	6610	\$ 67,272.42	\$ 85,500.00		\$ 85,500.00	\$ 30,906.17	36.15%
HVAC	6620	\$ 6,236.74	\$ 8,820.00		\$ 8,820.00	\$ 4,547.68	51.56%
Playground Maintenance	6630	\$ 1,869.86	\$ 40,000.00		\$ 40,000.00	\$ 6,750.96	16.88%
Grounds Maintenance	6710	\$ 85,406.08	\$ 81,420.00	\$ 38,000.00	\$ 119,420.00	\$ 61,309.71	51.34%
Tree Care	6719	\$ -	\$ 30,000.00	\$ 4,000.00	\$ 34,000.00	\$ 31,168.49	91.67%
Park Amenities - Assess	6722	\$ 9,005.46	\$ -	\$ -	\$ -	\$ -	-
Fee Schedule	6727	\$ 11,250.00	\$ -	\$ 13,050.00	\$ 13,050.00	\$ 13,050.00	100.00%
Contracted Pest Control	6730	\$ 3,600.00	\$ 3,000.00		\$ 3,000.00	\$ 3,000.00	100.00%
Rubbish & Refuse	6740	\$ 79,989.46	\$ 79,830.00		\$ 79,830.00	\$ 46,503.73	58.25%
Vandalism/Theft	6750	\$ 328.65	\$ 500.00		\$ 500.00	\$ 590.79	118.16%
Memberships	6810	\$ 12,960.00	\$ 15,047.00		\$ 15,047.00	\$ 14,192.82	94.32%
Office Supplies	6910	\$ 14,418.29	\$ 25,020.00		\$ 25,020.00	\$ 2,854.69	11.41%
Postage Expense	6920	\$ 12,759.07	\$ 18,640.00		\$ 18,640.00	\$ 12,157.50	65.22%
Advertising Expense	6930	\$ 2,792.95	\$ 3,490.00		\$ 3,490.00	\$ 212.38	6.09%
Printing Charges	6940	\$ 7,121.34	\$ 8,935.00		\$ 8,935.00	\$ 4,689.81	52.49%
Bank & Registration Fees	6950	\$ 73,402.61	\$ 3,920.00		\$ 3,920.00	\$ 1,549.42	39.53%
Approp Redev/Collection Fees	6960	\$ 541,882.42	\$ 552,000.00		\$ 552,000.00	\$ 320,107.31	57.99%
Minor Furn Fixture & Equip	6980	\$ 3,396.99	\$ 1,137.00		\$ 1,137.00	\$ 784.23	68.97%
Fingerprint Fees (HR)	7010	\$ 2,615.00	\$ 3,360.00		\$ 3,360.00	\$ 892.00	26.55%
Fire & Safety Insp Fees	7020	\$ 1,960.00	\$ 4,725.00		\$ 4,725.00	\$ 144.11	3.05%
Permit & Licensing Fees	7030	\$ 4,978.40	\$ 6,550.00		\$ 6,550.00	\$ 4,914.96	75.04%
State License Fee	7040	\$ -	\$ 1,000.00		\$ 1,000.00	\$ -	0.00%
Professional Services	7100	\$ 74,340.50	\$ 147,501.00		\$ 147,501.00	\$ 9,915.00	6.72%
Legal Services	7110	\$ 52,489.99	\$ 90,000.00		\$ 90,000.00	\$ 33,346.97	37.05%
Typeset and Print Services	7115	\$ 23,820.15	\$ 36,600.00		\$ 36,600.00	\$ 22,907.72	62.59%
Instructor Services	7120	\$ 160,491.95	\$ 77,265.00		\$ 77,265.00	\$ 67,423.39	87.26%
PERS Admin Fees	7125	\$ 1,268.79	\$ 2,200.00		\$ 2,200.00	\$ 750.22	34.10%
Audit Services	7130	\$ 12,375.00	\$ 20,875.00		\$ 20,875.00	\$ 11,500.00	55.09%
Medical & Health Svcs (HR)	7140	\$ 6,665.00	\$ 12,170.00		\$ 12,170.00	\$ 2,613.44	21.47%
Security Services	7150	\$ 3,439.72	\$ 5,422.00		\$ 5,422.00	\$ 1,470.00	27.11%
Entertainment Services	7160	\$ 618.72	\$ 5,800.00		\$ 5,800.00	\$ 432.25	7.45%
Business Services	7180	\$ 54,069.07	\$ 107,769.00		\$ 107,769.00	\$ 36,420.26	33.79%
Umpire/Referee Services	7190	\$ 1,805.00	\$ 1,650.00		\$ 1,650.00	\$ 1,150.00	69.70%
Subscriptions	7210	\$ 246.88	\$ 2,550.00		\$ 2,550.00	\$ 179.94	7.06%
Rents & Leases - Equip	7310	\$ 3,318.70	\$ 31,620.00		\$ 31,620.00	\$ 8,682.35	27.46%
Bldg/Field Leases & Rental	7320	\$ 50.00	\$ 60.00		\$ 60.00	\$ -	0.00%
Event Supplies	7410	\$ 1,030.62	\$ 6,040.00		\$ 6,040.00	\$ 3,203.27	53.03%
Supplies	7420	\$ 12,538.83	\$ 11,500.00	\$ 17,500.00	\$ 29,000.00	\$ 19,663.27	67.80%
Bingo Supplies	7430	\$ 3,791.84	\$ 4,800.00		\$ 4,800.00	\$ 2,122.75	44.22%
Sporting Goods	7440	\$ 6,125.48	\$ 7,700.00		\$ 7,700.00	\$ 3,981.84	51.71%
Arts and Craft Supplies	7450	\$ 2,780.45	\$ 4,025.00		\$ 4,025.00	\$ -	0.00%
Training Supplies	7460	\$ 1,642.97	\$ 1,920.00		\$ 1,920.00	\$ 80.00	4.17%
Small Tools	7500	\$ 4,130.77	\$ 6,000.00		\$ 6,000.00	\$ 1,425.12	23.75%
Safety Supplies	7510	\$ 5,589.12	\$ 4,215.00		\$ 4,215.00	\$ 1,553.20	36.85%
Uniform Allowance	7610	\$ 10,548.76	\$ 12,490.00		\$ 12,490.00	\$ 7,519.69	60.21%
Safety Clothing	7620	\$ 3,505.11	\$ 5,404.00		\$ 5,404.00	\$ 996.05	18.43%
Transportation and Travel	7700	\$ -	\$ 600.00		\$ 600.00	\$ -	0.00%
Conference&Seminar Staff	7710	\$ 7,750.81	\$ 30,591.00		\$ 30,591.00	\$ 11,167.41	36.51%
Conference&Seminar Board	7715	\$ 327.00	\$ 4,450.00		\$ 4,450.00	\$ 110.00	2.47%
Conference&Seminar Travel Exp	7720	\$ 4,690.93	\$ 26,949.00		\$ 26,949.00	\$ 3,264.64	12.11%
Out of Town Travel Board	7725	\$ 2,225.83	\$ 2,420.00		\$ 2,420.00	\$ 828.30	34.23%
Private Vehicle Mileage	7730	\$ 63.06	\$ 6,025.00		\$ 6,025.00	\$ 941.32	15.62%
Buses/Excursions	7750	\$ 795.20	\$ 33,500.00		\$ 33,500.00	\$ 4,900.89	14.63%
Tuition/Book Reimbursement	7760	\$ -	\$ 4,000.00		\$ 4,000.00	\$ -	0.00%
Utilities - Gas	7810	\$ 44,459.31	\$ 38,740.00	\$ 14,300.00	\$ 53,040.00	\$ 39,822.18	75.08%

General Ledger
Mid-Year Budget Adjustments - Fund 10
Fiscal Year 2022-2023

Description	Account	One Year Prior Actual	Original	Mid-Year	Mid-Year	Year to Date	% of Budget
		Prior Actual	Budget 22-23	Budget Adj.	Budget	Through 1/31/2022	
Utilities - Water	7820	\$ 781,057.84	\$ 910,143.00		\$ 910,143.00	\$ 423,536.06	46.54%
Utilities - Electric	7830	\$ 227,466.51	\$ 217,575.00		\$ 217,575.00	\$ 78,385.11	36.03%
Airport Assessment Exp	7840	\$ 1,517.00	\$ 14,000.00		\$ 14,000.00	\$ -	0.00%
Awards and Certificates	7910	\$ 11,551.94	\$ 16,130.00		\$ 16,130.00	\$ 8,124.09	50.37%
Meals for Staff Training	7920	\$ 2,489.16	\$ 3,500.00		\$ 3,500.00	\$ 503.86	14.40%
Employee Morale	7930	\$ 5,010.55	\$ 5,500.00		\$ 5,500.00	\$ 1,868.56	33.97%
COP Debt - PV Fields	7950	\$ 223,759.02	\$ 217,560.00		\$ 217,560.00	\$ -	0.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	100.00%
Reserve Dry Period	7973	\$ -	\$ 65,203.00		\$ 65,203.00	\$ 65,203.00	100.00%
Reserve Capital Improvements	7974	\$ -	\$ 20,000.00		\$ 20,000.00	\$ 20,000.00	100.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 20,000.00		\$ 20,000.00	\$ 20,000.00	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00	100.00%
Services and Supplies		\$ 3,154,092.31	\$ 3,863,418.00	\$ 92,590.00	\$ 3,956,008.00	\$ 1,974,671.93	49.92%
Capital							
General Capital	8400	\$ -	\$ 765,000.00	\$ (762,852.00)	\$ 2,148.00	\$ 316.88	14.75%
Equip/Facility Replacement	8420	\$ 29,984.93	\$ 97,500.00		\$ 97,500.00	\$ 61,262.50	62.83%
ECAA Loan-Lighting Project	8483	\$ 6,104.62	\$ -	\$ 27,382.85	\$ 27,382.85	\$ 27,382.85	100.00%
Prop 68-Arneill Ranch Park	8496	\$ 508,262.34	\$ 3,080.00	\$ 48,651.16	\$ 51,731.16	\$ 51,731.16	100.00%
MO Tennis Court Refinish	8498	\$ -	\$ -	\$ 86,000.00	\$ 86,000.00	\$ 86,000.00	100.00%
Community Center Sewer Line	8499	\$ -	\$ -	\$ 28,025.00	\$ 28,025.00	\$ 28,025.00	100.00%
Cam Grove Septic Tank	8500	\$ -	\$ -	\$ 72,605.21	\$ 72,605.21	\$ 72,605.21	100.00%
Senior Center Roof	8501	\$ -	\$ -	\$ 146,852.00	\$ 146,852.00	\$ -	0.00%
Freedom Dog Park	8502	\$ -	\$ -	\$ 200,000.00	\$ 200,000.00	\$ -	0.00%
Co-Op Sewer Line	8503	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	\$ -	0.00%
Capital		\$ 544,351.89	\$ 865,580.00	\$ (93,335.78)	\$ 772,244.22	\$ 327,323.60	42.39%

Total Revenue	\$ 9,895,097.00
Total Expenses	\$ 8,974,428.00
Revenue over Expenses	\$ 920,669.00
Total Capital	\$ 772,244.22
Total Cash Flow (Revenue- Expenses-Capital)	\$ 148,424.78

General Ledger
Mid-Year Budget Adjustments - Fund 20
Fiscal Year 2022-2023

Description	Account	One Year Prior Actual Prior Acutal	Original Budget 22-23	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date Through 1/31/2022	% of Budget
Revenue							
Tax Apport - Cur Year Secured	5110	\$ -	\$ -		\$ -	\$ -	-
Tax Apport - Cur Year Unsec	5120	\$ -	\$ -		\$ -	\$ -	-
Tax Apport - Prior Year Sec	5130	\$ -	\$ 238.00		\$ 238.00	\$ -	0.00%
Interest Earnings	5310	\$ 169.19	\$ -	\$ 12,000.00	\$ 12,000.00	\$ 7,665.05	63.88%
Assessment Revenue	5500	\$ 712,461.25	\$ 1,251,393.00		\$ 1,251,393.00	\$ 830,298.51	66.35%
Revenue		\$ 712,630.44	\$ 1,251,631.00	\$ 12,000.00	\$ 1,263,631.00	\$ 837,963.56	66.31%
Personnel							
Full Time Salaries	6100	\$ 11,086.72	\$ 21,048.00		\$ 21,048.00	\$ 12,884.48	61.21%
Overtime Salaries	6101	\$ 62.02	\$ -		\$ -	\$ 10.32	-
Cell Phone Allowance	6108	\$ 104.76	\$ 162.00		\$ 162.00	\$ 103.95	64.17%
Retirement	6120	\$ 1,813.08	\$ 3,601.00		\$ 3,601.00	\$ 2,111.55	58.64%
Employee Insurance	6130	\$ 1,657.89	\$ 4,386.00		\$ 4,386.00	\$ 2,691.18	61.36%
Workers Compensation	6140	\$ 1,191.42	\$ 2,787.00		\$ 2,787.00	\$ 1,441.98	51.74%
Personnel		\$ 15,915.89	\$ 31,984.00		\$ 31,984.00	\$ 19,243.46	60.17%
Services and Supplies							
Incidental Costs - Assess	6709	\$ 20,815.18	\$ 19,444.00		\$ 19,444.00	\$ 9,607.13	49.41%
Tree Care	6719	\$ 48,400.00	\$ 88,502.00		\$ 88,502.00	\$ 37,353.28	42.21%
Contracted LS Services	6720	\$ 246,902.01	\$ 516,049.00		\$ 516,049.00	\$ 257,809.14	49.96%
Park Amenities - Assess	6722	\$ 1,699.42	\$ 34,000.00		\$ 34,000.00	\$ 11,315.64	33.28%
Bank & Registration Fees	6950	\$ -	\$ 70.00		\$ 70.00	\$ -	0.00%
Approp Redev/Collection Fees	6960	\$ 1,736.59	\$ 3,500.00		\$ 3,500.00	\$ -	0.00%
COP Debt - PV Fields	7950	\$ 529,759.38	\$ 529,760.00		\$ 529,760.00	\$ 533,756.09	100.75%
Services and Supplies		\$ 849,312.58	\$ 1,191,325.00		\$ 1,191,325.00	\$ 849,841.28	71.34%

Total Revenue	\$ 1,263,631.00
Total Expenses	\$ 1,223,309.00
Revenue over Expenses	\$ 40,322.00

General Ledger
Mid-Year Budget Adjustments - Fund 30
Fiscal Year 2022-2023

Description	Account	One Year Prior Actual Prior Actual	Original Budget 22-23	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date Through 1/31/2022	% of Budget
Revenue							
Interest Earnings	5310	\$ 5,583.03	\$ 5,125.00	\$ 40,000.00	\$ 45,125.00	\$ 21,043.07	46.63%
Park Dedication Fees	5400	\$ -	\$ -	\$ 3,466,172.45	\$ 3,466,172.45	\$ 3,466,172.45	100.00%
Revenue		\$ 5,583.03	\$ 5,125.00	\$ 3,506,172.45	\$ 3,511,297.45	\$ 3,487,215.52	99.31%
Capital							
General Capital	8400	\$ -	\$ 1,400,000.00	\$ -	\$ 1,400,000.00	\$ -	0.00%
Arneill Ranch Park Renovation	8464	\$ 1,177,276.39	\$ -	\$ 13,520.66	\$ 13,520.66	\$ 13,520.66	100.00%
Pickleball Sports Complex	8493	\$ -	\$ -	\$ 19,003.36	\$ 19,003.36	\$ 19,003.36	100.00%
Capital		\$ 1,177,276.39	\$ 1,400,000.00	\$ 32,524.02	\$ 1,432,524.02	\$ 32,524.02	2.27%
Services and Supplies							
Bank & Registration Fees	6950	\$ 36.00	\$ -	\$ 10.00	\$ 10.00	\$ 10.00	100.00%
Services and Supplies		\$ 36.00	\$ -	\$ 10.00	\$ 10.00	\$ 10.00	100.00%
Total Revenue		\$ 3,511,297.45					
Total Expenses		\$ 1,432,534.02					
Revenue over Expenses		\$ 2,078,763.43					

General Ledger
Mid-Year Budget Adjustments - Fund 40
Fiscal Year 2022-2023

Description	Account	One Year Prior Actual Prior Acutal	Original Budget 22-23	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date Through 1/31/2022	% of Budget
Revenue							
Interest Earnings	5310	\$ -	\$ 66.00	\$ 3,530.93	\$ 3,596.93	\$ 2,059.71	57.26%
Park Impact Fees	5450	\$ 165,364.20	\$ -	\$ 7,931.19	\$ 7,931.19	\$ 7,931.19	100.00%
Revenue		\$ 165,364.20	\$ 66.00	\$ 11,462.12	\$ 11,528.12	\$ 9,990.90	86.67%

General Ledger
Mid-Year Budget Adjustments - Fund 50
Fiscal Year 2022-2023

Description	Account	One Year Prior Actual Prior Acutal	Original Budget 22-23	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date Through 1/31/2022	% of Budget
Revenue							
Staffing Cost Recovery	5563	\$ -	\$ 42,428.00	\$ (42,428.00)	\$ -	\$ -	-
CDBG - Food Share	5577	\$ -	\$ -	\$ 42,428.00	\$ 42,428.00	\$ 10,441.30	24.61%
Revenue		\$ -	\$ 42,428.00	\$ -	\$ 42,428.00	\$ 10,441.30	24.61%
Personnel							
Full Time Salaries	6100	\$ 10,741.05	\$ 34,508.00	\$ (30,767.84)	\$ 3,740.16	\$ 2,181.76	58.33%
Part-Time Salaries	6110	\$ 917.00	\$ 5,333.00	\$ 25,559.07	\$ 30,892.07	\$ 17,722.12	57.37%
Retirement	6120	\$ 4.28	\$ -	\$ 4,622.60	\$ 4,622.60	\$ 2,696.52	58.33%
Employee Insurance	6130	\$ -	\$ -	\$ 18.13	\$ 18.13	\$ 10.58	58.36%
Workers Compensation	6140	\$ 1.29	\$ -	\$ 568.04	\$ 568.04	\$ 331.36	58.33%
Personnel		\$ 11,663.62	\$ 39,841.00	\$ -	\$ 39,841.00	\$ 22,942.34	57.58%

Total Revenue	\$ 42,428.00
Total Expenses	\$ 39,841.00
Revenue over Expenses	\$ 2,587.00

General Ledger
Mid-Year Budget Adjustments - Fund 60
Fiscal Year 2022-2023

Description	Account	One Year Prior Actual Prior Actual	Original Budget 22-23	Mid-Year Budget Adj.	Mid-Year Budget	Year to Date Through 1/31/2022	% of Budget
Revenue							
Restricted Donations	5576	\$ -	\$ -	\$ 1,308,170.00	\$ 1,308,170.00	\$ 1,308,170.00	100.00%
Interest Earnings	5310	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 215.04	10.75%
Revenue		\$ -	\$ -	\$ 1,310,170.00	\$ 1,310,170.00	\$ 1,308,385.04	99.86%
Services and Supplies							
Bank Charges	6955	\$ -	\$ -	\$ 12.00	\$ 12.00	\$ 12.00	100.00%
Services and Supplies		\$ -	\$ -	\$ 12.00	\$ 12.00	\$ 12.00	100.00%
Capital							
Miracle League 805 Ballfield	8497	\$ -	\$ -	\$ 1,000,000.00	\$ 800,000.00	\$ -	0.00%
Capital		\$ -	\$ -	\$ 1,000,000.00	\$ 800,000.00	\$ -	0.00%

Total Revenue	\$ 1,310,170.00
Total Expenses	\$ 800,012.00
Revenue over Expenses	\$ 510,158.00

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor

DATE: March 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARDS
FOR THE FREEDOM PARK DOG PARK FENCING AND
ELECTRICAL**

SUMMARY

During the development of the 2022/2023 budget process, staff presented a list of Capital Improvement projects. As the District continues to improve its facilities and expand on its parks, Freedom Park was brought up for consideration as a possible lighted dog park. This site has been used as a temporary enclosed dog park for the past four (4) years when Springville Dog Park was closed for turf maintenance.

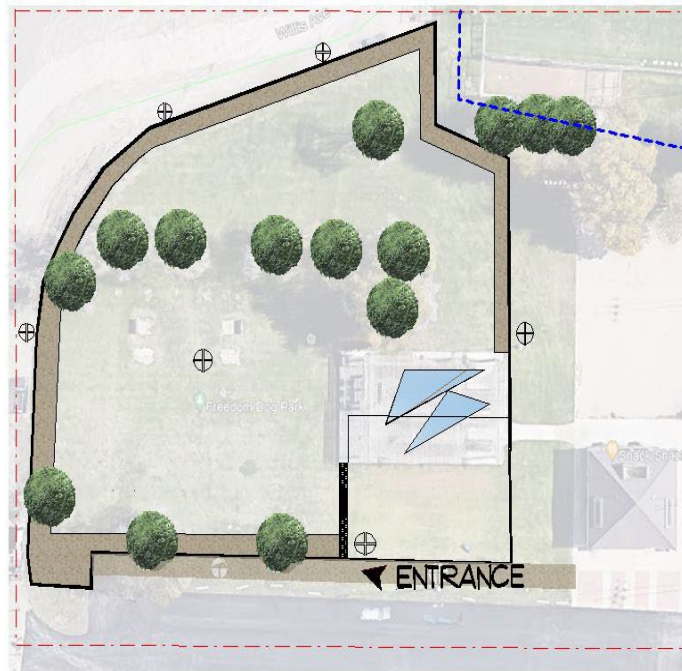
BACKGROUND

The District currently has two off leash dog parks (Springville & Camarillo Grove Park) and one off leash dog area (Mission Oaks along Fieldcrest). While the District does have dog parks, they do not have lights so during the winter months (November – early March) there are limited hours at these locations due to the time change. For residents who work, this doesn't give them an opportunity to run their dogs in an off leash area.

During the winter of 2021, a group of dog owners approached staff about the potential to install lighting at Springville Dog Park, however, after further investigation it was determined this site was not an ideal site for a lighted dog park. Due to the proximity of surrounding neighbors, cost to install electricity, as well as the current usage of the turf, this location wasn't sustainable. As staff continued to engage the residents, Freedom Park became a logical option as the park's location had been used as the temporary dog site when Springville Dog Park was closed for turf repair and maintenance. This park also has other amenities such as restrooms, electricity and water which are all needed for a lighted dog park.

At the July 6, 2022 Board meeting, the Board approved the 2022/2023 Capital Budget which contained an allocation of \$200,000 for the creation of a permanent lighted Dog Park to be located at Freedom Park.

At the September 7, 2022 Board meeting, the Board choose option C for the design concept with one large area and one small area and a DG walking path which is similar to Springville Dog Park. The original concept drawing has changed a bit due to ADA needs and compliance as well as the location of walking paths and pavilion.



At the January 4, 2023 Board meeting, the Board approved the Request for Proposals for both fencing and electrical.

ANALYSIS

There was a mandatory job walk on January 18, 2023 for both the fencing and electrical. Nine (9) fencing contractors and thirteen (13) electrical contractors attended the job walk. Bids were due on February 8, 2023 and of the nine (9) fencing contractors, five (5) submitted bids and of the thirteen (13) electrical contractors, seven (7) submitted bids.

Fencing Vendor	Bid Amount	10% Contingency	Total
Quality Fencing Co.	\$44,857	\$4,486	\$49,343
GNR Fence Inc.	\$64,800	\$6,480	\$71,280
JTEC Corp.	\$91,000	\$9,100	\$100,100

Electrical Vendor	Bid Amount	15% Contingency	Total
L.A. Electricom	\$87,760	\$13,164	\$100,924
California Electric	\$119,995	\$18,000	\$137,995
JTEC Corp.	\$121,000	\$18,150	\$139,150

The lowest base bid for fencing was Quality Fence Co. at \$44,857 plus a 10% contingency of \$4,486, and the lowest base bid for electrical was L.A. Electricom at \$87,760 plus a 15% contingency of \$13,164.

The concrete mow curbs will be approximately \$24,500. Staff will perform the following installations: irrigation, turf remediation, decomposed granite, shade sail, and drinking fountain. The Friends of Camarillo Dog Park will donate approximately \$13,000 for site amenities i.e., dog drinking fountains and benches.

TENTATIVE PROJECT SCHEDULE

Bid award	March 1, 2023
Project start date	March 27, 2023
Construction complete	May 2023
Turf restoration and rest	May 2023- July 2023
Grand Opening	July/August

FISCAL IMPACT

The fiscal impact will be a total of \$150,267 for the fencing and electrical. The Board allocated \$200,000 for Fiscal Year 22/23 for the construction of the Freedom Park Dog Park. The fencing bid came back at \$44,857 plus a 10% contingency of \$4,486 for a total not to exceed \$49,343 and the electrical bid came back at \$87,760 plus a 15% contingency of \$13,164 for a total not to exceed \$100,924. This will leave \$49,733 for the remaining project to include demolition, concrete mow curbs, decomposed granite walking path, and sail cover for pavilion as well as all other the items and amenities.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

RECOMMENDATION

It is recommended the Board of Directors authorize and approve the General Manager to enter into the following agreements:

1. with Quality Fence Company for the fencing for a not to exceed amount of \$49,343.

AND

2. with L.A. Electricom for the electrical for a not to exceed amount of \$100,924.

ATTACHMENTS

- 1) Fencing Contract (30 pages)
- 2) Electrical Contract (29 pages)
- 3) Bid Abstract (4 pages)

BID FORM

FIRM NAME: Quality Fence Co., Inc.

POINT OF CONTACT: Alfredo Reyes

ADDRESS: 14929 Garfield Ave.

Paramount, CA 90723

TELEPHONE NUMBER: (323) 585-8585

FAX NUMBER: (562) 869-7804

FOR THE

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-1

FISCAL YEAR 2022 -2023

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-1

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "**FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-1**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CYCubic yard
EAEach
LF.....Linear foot
LS.....Lump sum
SF.....Square foot
SYSquare yard
TONTon

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-1**", for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

PLEASANT VALLEY RECREATION & PARK DISTRICT

FREEDOM PARK DOG PARK PROJECT


SPEC NO. FP-2023-1

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Install 5'H chain link and gates.	1	LS	44,857.00	\$44,857.00	N/A
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES					\$ 44,857.00	
TOTAL BID AMOUNT IN WORDS <u>Forty-four thousand eight hundred</u> <u>fifty-seven dollars and zero cents.</u>						

Quality Fence Co., Inc.
Bidder Name


Signature of Bidder William Cavanaugh

Dated 2/6/2023

RESOLUTION OF CONSTRUCTION CLAIMS

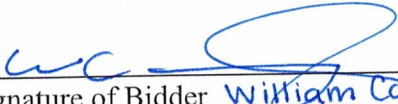
(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under "Resolution of Construction Claims").

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under "Resolution of Construction Claims of \$375,000 or Less".) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder's signature is required to verify he/she has reviewed the Code Sections.

Quality Fence Co., Inc.
Bidder Name


Signature of Bidder William Cavanaugh

Dated 2/16/2023

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we Quality Fence Co. Inc.
as Principal, hereinafter referred to as "Contractor" and Philadelphia Indemnity Insurance Company
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of
Ten percent of amount bid Dollars (\$ 10%), for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. The conditions of
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached
hereto and hereby made a part hereof, to enter into a contract in writing for the _____
Freedom Park Dog Park Project Spec No. FP-2023-1

and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW, THEREFORE, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the District may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 27th day of January, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Quality Fence Co. Inc.
(Contractor)
14929 Garfield Avenue Suite 35
(Address)
Paramount, CA 90723

William Cavanaugh
(By) William Cavanaugh
President
(Title)



ATTEST:

Philadelphia Indemnity Insurance Company
(Surety)
800 E. Colorado Blvd.
(Address)
Pasadena, CA 91101



Cynthia J. Young
(By)
Cynthia J. Young, Attorney-in-Fact
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$ N/A per thousand.

The total amount of premium charged is \$ N/A

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California

County of San Bernardino

JAN 27 2023

)
SS.

On _____ before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

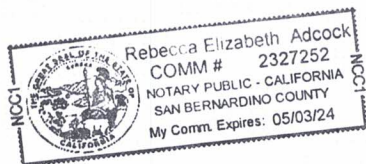
personally appeared Cynthia J. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Rebecca Elizabeth Adcock
Signature of Notary Public



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

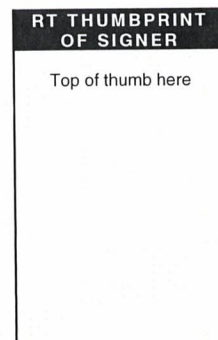
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 07927

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

of Bala Cynwyd, Pennsylvania, organized under the
laws of Pennsylvania, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

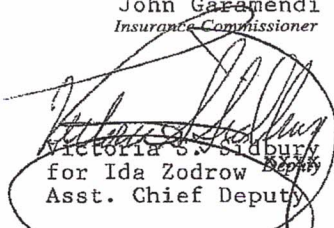
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th
day of October, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
14th day of October, 2004.



John Garamendi
Insurance Commissioner

By


Victoria S. Clabury
for Ida Zodrow
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Christina Mountz and Adriana Valenzuela of Alliant Insurance Services, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

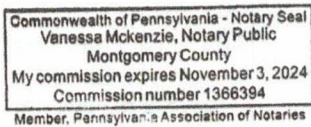
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of January, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

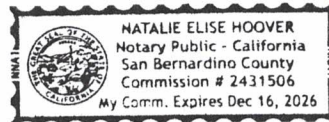
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On February 6, 2023 before me, Natalie E. Hoover, Notary Public (insert name and title of the officer), personally appeared William Cavanaugh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Natalie E. Hoover (Seal)

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: 14929 Garfield Ave. Paramount, CA 90723
- (2) Telephone: (323) 585-8585
- (3) Type of Firm: Corporation
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification C-13, C-23, B Expiration date 10/31/2023
- (5) Corporate organized under the laws of the State of: California
- (6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) N/A.
- (7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

William Cavanaugh, President
Frank Tobias, Sec. / Treas.

- (8) Number of years of experience as a Contractor in construction work. 40 Years.

- (9) List at least three (3) completed projects completed in the last 12 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
<u>\$500,000.00</u>	<u>Fencing Install</u>	<u>2016-Current</u>	<u>Ceaser Segura (714) 955-0232 Orange County Public Works</u>
<u>\$980,000.00</u>	<u>Fencing Install</u>	<u>2015-Present</u>	<u>Oscar Alaniz (562) 570-4888 City of Long Beach</u>
<u>\$11M.</u>	<u>Fencing Install</u>	<u>2017-Present</u>	<u>Daniel Gage (213) 276-3274 City of Los Angeles</u>

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: 01/18/2023

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: NONE.
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

~~NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____~~

~~NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____~~

~~NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____~~

~~NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____~~

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: Quality Fence Co., Inc.
ADDRESS: 14929 Garfield Ave. Paramount, CA 90723
EQUIPMENT TO BE PROVIDED: 2-man auger. Core drill machine

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No (✓)

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes () No (✓)

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No (✓)

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: N/A

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

William Cavanaugh, being first duly sworn, deposes
Name

and says that he or she is President of Quality Fence Co., Inc.,
Title Name of Firm

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

CSL No. 382736 C-13, C-23, B
Contractor's State License Number and Classification
10/31/2023
License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: Paramount, Los Angeles, CA
(City and County, State)

on February 6th, 20 23.

[Signature]
Signature

CSL No. 382736 C-13, C-23, B
State License Number and Classification

14929 Garfield Ave. Paramount CA 90723
Street Address City State Zip Code

Telephone Number (323) 585-8585

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

* See Attached

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

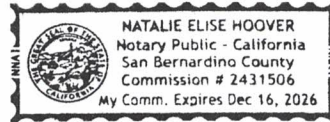
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On February 6, 2023 before me, Natalie E. Hoover, Notary Public (insert name and title of the officer), personally appeared William Cavanaugh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Natalie E. Hoover (Seal)

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of Quality Fence Co., Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/06/23 [date], at Paramount [city], CA [state].

AGREEMENT

THIS AGREEMENT made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and **Quality Fence Company Inc.** hereinafter referred to as the "**Contractor**".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-1" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **THIRTY (30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

ARTICLE IV: The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring 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 certifies that it is in compliance with such provisions.

ARTICLE VII: The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

ARTICLE IX: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing

rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

ARTICLE X: The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

ARTICLE XI: The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XII: In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XIII: Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE XVI: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

ARTICLE XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

ARTICLE XVIII: District will timely notify Contractor of any third party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY
RECREATION & PARK DISTRICT,
CALIFORNIA**

Dated _____, 2017

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 20__

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to **Quality Fence Company Inc.**, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

FREEDOM PARK DOG PARK PROJECT

SPEC NO.FP-2023-1

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of **FORTY FOUR THOUSAND EIGHT HUNDRED FIFTY SEVEN (\$44,857)**, this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of

such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ **CONTRACTOR** _____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site.”

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

BID FORM

FIRM NAME: L. A. Electricom Inc.

POINT OF CONTACT: Jim Valentine

ADDRESS: 219 Thompson Avenue, Chatsworth, CA 91311

TELEPHONE NUMBER: 818-884-4900

FAX NUMBER: 818-884-4133

FOR THE

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-2

FISCAL YEAR 2022-2023

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-2

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-2**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

- CYCubic yard
- EAEach
- LFLinear foot
- LSLump sum
- SFSquare foot
- SYSquare yard
- TONTon

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-2**”, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

PLEASANT VALLEY RECREATION & PARK DISTRICT

FREEDOM PARK DOG PARK PROJECT
 SPEC NO. FP-2023-2

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	See attached breakdown					
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	See attached breakdown					Quantities on breakdown of items without specific quantities shown on IFB (such as trenching) are
17.						estimates. Project will be completed as described in IFB for the bid price listed
18.						here regardless of final units of trenching, conduit, etc... required for completion
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES					\$ 87,760.00	
TOTAL BID AMOUNT IN WORDS <u>Eighty Seven Thousand Seven Hundred Sixty Dollars</u>						

L. A. Electricom Inc.

Bidder Name

Jim [Signature]

Signature of Bidder

Dated

02/07/23



Freedom Dog Park Bid Breakdown					
Item No.	Description	Unit	Quan	Price Per	Total Line
1	Install 5 - 20' Aluminum Light Poles	Ea	5	\$ 3,000.00	\$ 15,000.00
2	Install 16 - Shoebox Light w Bullhorn Brackets	Ea	16	\$ 1,000.00	\$ 16,000.00
3	Install 4 - Wall pack light on existing block pillars	Ea	4	\$ 1,000.00	\$ 4,000.00
4	Instal 6 concrete column light bases	Ea	6	\$ 2,200.00	\$ 13,200.00
5	Install 6 groung rods, one at each new pole	Ea	6	\$ 175.00	\$ 1,050.00
6	Install 2 light timers	EA	2	\$ 165.00	\$ 330.00
7	Trenching	LF	480	\$ 22.00	\$ 10,560.00
8	Install conduit	LS	1	\$ 18,750.00	\$ 18,750.00
9	Install pull boxes every 50'	Ea	6	\$ 200.00	\$ 1,200.00
10	Demo 2 existing concrete bases	Ea	2	\$ 1,150.00	\$ 2,300.00
11	Relocate one existing pole	LS	1	\$ 1,200.00	\$ 1,200.00
12	Sawcut concrete walking path	LS	1	\$ 120.00	\$ 120.00
13	Patch concrete	LS	1	\$ 150.00	\$ 150.00
14	Add 2 new 20A breakers into existing panel	Ea	2	\$ 40.00	\$ 80.00
15	Saw cut existing pad to install conduit for lights	LS	1	\$ 120.00	\$ 120.00
16	Pull wire, make all connections	LS	1	\$ 2,500.00	\$ 2,500.00
17	Remove spoils, cleanup site	LS	1	\$ 1,200.00	\$ 1,200.00
Total Bid:					\$ 87,760.00

L. A. Electricom Inc.

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under "Resolution of Construction Claims").

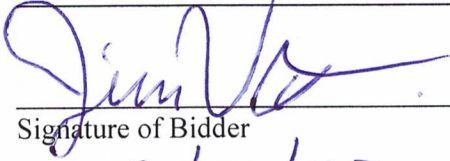
Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under "Resolution of Construction Claims of \$375,000 or Less".) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder's signature is required to verify he/she has reviewed the Code Sections.

L. A. Electricom Inc.

Bidder Name

Jim Valentine, President



Signature of Bidder

Dated

2/7/23

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we L.A. Electricom, Inc.
as Principal, hereinafter referred to as "Contractor" and Markel Insurance Company
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of
Ten Percent of Total Amount Bid ----- Dollars (\$ 10% of Bid), for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. The conditions of
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached
hereto and hereby made a part hereof, to enter into a contract in writing for the _____
Freedom Dog Park Project - Spec No. FP-2023-2

and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW, THEREFORE, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the District may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 6th day of February, 2023, ~~201~~, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

L.A. Electricom, Inc.
(Contractor)
219 Thompson Ave.
(Address)
Chatsworth, CA 91311

Jim Van
(By)

2/7/23

President

(Title)

ATTEST:

Markel Insurance Company

(Surety)

3131 Camino del Rio N., Suite 1450

(Address)

San Diego, CA 92108

Rebecca Haas-Bates

(By)

Rebecca Haas-Bates, Attorney-in-Fact

(Title)

California acknowledgment
form is ATTACHED

(To be filled in by Surety):

The rate of premium on this bond is \$ N/A per thousand.

The total amount of premium charged is \$ N/A

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of LOS ANGELES

On FEB. 17th /2023 before me, Ehsan Bahadini a notary public

in and for the State of California personally appeared JAMES CHEYNE VALENTINE (PRINCIPAL & AGENT(S) NAMES) who

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

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

WITNESS my hand and official seal.

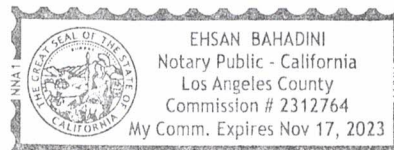
Signature:



Seal:

My commission expires:

Nov. 17/2023

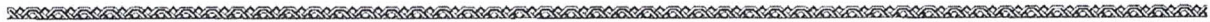


TITLE OF DOCUMENTS:

★ Bid Bond ★

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of Orange)

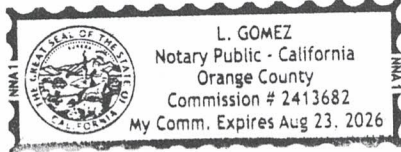
On 02/06/2023 before me, L. Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *L. Gomez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 02/06/2023
Number of Pages: Two (2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Markel Insurance Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

William Syrkin, Rebecca Haas-Bates

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of August, 2022.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



Markel Insurance Company

By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 24th day of August, 2022 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: Donna Donavant
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 6th day of February, 2023.

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan
Richard R. Grinnan, Vice President and Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510861
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: 219 Thompson Avenue, Chatsworth, CA 91311
- (2) Telephone: 818-884-4900
- (3) Type of Firm: C corporation
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification C-10, C-7, B Expiration date 10/31/2024
- (5) Corporate organized under the laws of the State of: California
- (6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) No.
- (7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

Jim Valentine, president, treasurer

- (8) Number of years of experience as a Contractor in construction work. 35 years
- (9) List at least three (3) completed projects completed in the last 12 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ <u>550,813.00</u>	<u>C-10 All Electrical</u>	<u>02/03/2023</u>	<u>Marcelino Ascencio 213-485-4787 200 N. Spring St Los Angeles, CA</u>
\$ <u>842,395.00</u>	<u>C-10 All Electrical</u>	<u>08/17/2022</u>	<u>Marcelino Ascencio 213-485-4787 200 N. Spring St Los Angeles, CA</u>
\$ <u>47,562.00</u>	<u>B Concrete</u>	<u>10/01/2022</u>	<u>David Nguyen 213-485-5021 1149 S Broadway ste 720 Los Angeles, CA</u>

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: Carlos Marquez
1/18/23

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: No subcontractors will be used
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: All Sale Electric
ADDRESS: 9261 Jordan Ave Chatsworth CA
EQUIPMENT TO BE PROVIDED: Electrical Materials

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No (X)

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes () No (X)

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No (X)

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X _____

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

Jim Valentine, being first duly sworn, deposes
Name

and says that he or she is President of L. A. Electricom Inc.,
Title **Name of Firm**

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

727157 C-10, C-7, B

Contractor's State License Number and Classification

10/31/2024

License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: Chatsworth, Los Angeles, California

(City and County, State)

on 2/17, 2023.


Signature

727157 C-10, C-7, B

State License Number and Classification

219 Thompson Avenue

Chatsworth

CA

91311

Street Address

City

State

Zip Code

Telephone Number 818-884-4900

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

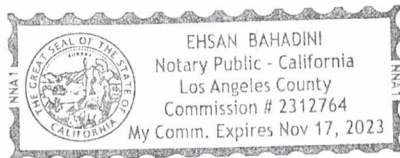
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES

On FEB 7th, 2023 before me, Ehsan Bahadini, a Notary Public, personally appeared JAMES CHEYNE VALENTINE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

(Seal)



Signature

A handwritten signature in black ink, appearing to read 'Ehsan Bahadini', written over a horizontal line.

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of L. A. Electricom Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/17/23 [date], at Chatsworth [city], CA [state].



AGREEMENT

THIS AGREEMENT made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and L.A. Electricom hereinafter referred to as the "**Contractor**".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-2" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **THIRTY (30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

ARTICLE IV: The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring 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 certifies that it is in compliance with such provisions.

ARTICLE VII: The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1 and 1777.7](#) is prohibited from working on this Project.

ARTICLE IX: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010 , and are available to any interested party on request. The Contractor is required to post at the job site the prevailing

rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

ARTICLE X: The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

ARTICLE XI: The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XII: In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XIII: Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE XVI: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

ARTICLE XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

ARTICLE XVIII: District will timely notify Contractor of any third party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT VALLEY
RECREATION & PARK DISTRICT,
CALIFORNIA**

Dated _____, 2017

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 20__

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to L.A. Electricom, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-2

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of **EIGHTY- SEVEN THOUSAND SEVEN- HUNDRED SIXTY (\$87,760)**, this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of

such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ **CONTRACTOR** _____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site.”

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRE, Administrative Analyst

DATE: March 1, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
No. 732 AUTHORIZING THE GENERAL MANAGER TO
APPLY FOR SANTA MONICA MOUNTAIN
CONSERVANCY GRANT FUNDS OF UP TO \$100,000
FOR THE PURCHASE OF THE “CACTUS HILL”
PROPERTY (APN #160-0-050-415)**

SUMMARY

The District was informed by the Mountains Recreation & Conservation Authority (‘Authority’) and Santa Monica Mountains Conservancy (‘Conservancy’) of the upcoming March 7, 2023, property auction of the 101.66 acre “Cactus Hill” parcel property in Camarillo, located north of the 101 Highway at the bottom of the Conejo Grade, just west of Camarillo Grove Park. Resolution No. 732 would authorize the General Manager to apply for General Grant Funds through the Conservancy for the purchasing of the parcel.

BACKGROUND

At the January 23, 2023 meeting of the board of directors for the Santa Monica Mountains Conservancy, PVRPD Board representative Director Dransfeldt was informed by the Conservancy of the auctioning of the 101.66-acre parcel APN #160-0-050-415 due to back or delinquent property taxes in the range of \$50,000. It is located just north of the 101 Highway at the bottom of the Conejo Grade and to the west of Camarillo Grove Park. The Conejo Creek runs parallel to the edge of the parcel on the northwest side with channelized creeks to the north, northeast portion.

The parcel is currently owned by Marlboro Development Corporation, registered at 980 Montecito Dr., #302 in Corona, California and is commonly referred to as “Cactus Hill” due to the volume of prickly pear cactus visibly seen covering the acreage from the 101 Highway. In the center of the property is a separate parcel owned by Camrosa Water District where a water tank sits. There is an access road starting at the far right of the Cactus Hill property leading up to the water tank on the parcel owned by Camrosa.

The Mountains Recreation & Conservation Authority is willing to officially participate on behalf of the District in the public auction in order to purchase the property. Assuming the Authority is successful in the auction, the District will then use the grant funds from the Conservancy to pay the Authority for the property, and subsequently transfer ownership of the parcel from the Authority to the District.

ANALYSIS

While the acquisition of parcel #160-0-050-415 was not directly on the District's radar for future development, the opportunity would successfully serve multiple 2021-2026 Strategic Plan goals and strategies to expand access to land for parks, trails, open space, and recreation through a partnership with two public open space agencies with whom the District has existing strong ties.

This sale is also a golden opportunity to purchase open space property at a phenomenally low price point. Prominent property site, Landsearch.com lists the average cost of an acre of land in California at \$23,892. The January 1, 2022 Secured Tax Statement by the Ventura County Assessor's office (attachment 6) placed the property value at \$187,693. As of February 15, 2023, the current bid price for the parcel on the auction site was at \$46,200. Even if bidding the maximum grant request of \$100,000 is needed to secure the acquisition in the bidding process, the District would be realizing a significant savings for the purchase of the property when compared to full market value.

An additional valuable factor to Cactus Hill is the proximity of the property to Camarillo Grove Park thus lending to the possibility of future connectivity and increased access to open space. A 53-acre parcel owned by the Fitzgerald Family sits in between Cactus Hill and Camarillo Grove Park, as shown on attachment 2. The topography of the parcel is quite hilly and mountainous which affords the opportunity to develop future hiking trails similar to existing trails at Camarillo Grove Park. Acquiring this property moves the District one step closer to increasing open space and trail access to the public in an area with existing infrastructure already in place.

FISCAL IMPACT

There is no fiscal impact associated with the application to apply for up to \$100,000 in grant funds from the Santa Monica Mountains Conservancy agency. Any future development of the property would involve and necessitate additional exploration and discussion by the Board of Directors.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goals and Strategies:

Goal 1.4: Create Green initiatives and sustainability program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost of savings of these methods as well as grant opportunities.

B. Increase opportunities for people to interact regularly with green spaces, water, and other natural environments within the parks system.

Goal 3.2: Complete a Comprehensive Parks Master Plan to create a road map for upgrades, expansions, and potential additions to the District's parks system to meet current and future community needs for parks, trails, and open space.

B. Pursue public and private partnerships to acquire, or promote access to land for parks, trails, open space, and recreation.

Goal 4.4: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.

B. Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.

RECOMMENDATION

It is recommended the Board of Directors approve Resolution No. 732 authorizing the General Manager to apply for general Grant Funding to the Santa Monica Mountains Conservancy for a maximum of \$100,000 for the property acquisition of APN #160-0-050-415.

ATTACHMENTS

- 1) 160-0-050-415 – Legal Description (2 pages)
- 2) 160-0-050-415 – Map A (1 page)
- 3) 160-0-050-415 – Map B (1 page)
- 4) 160-0-050-415 – Map C (1 page)
- 5) 160-0-050-415 – Parcel Report (3 pages)
- 6) 160-0-050-415 – Secured Tax Statement (2 pages)
- 7) Grant Application – Santa Monica Mountains Conservancy (1 page)
- 8) Resolution #732 (1 page)

LEGAL DESCRIPTION

PARCEL 1:

That portion of Lot 34, Rancho Calleguas, in the County of Ventura, State of California, as per map recorded in Book 17, Page 16 of Maps, in the office of the County Recorder of said County lying Southwesterly of the following described line:

Beginning at a point on the Southeasterly line of said Lot 34, distant along said Southeasterly line and the Southwesterly prolongation thereof, North 36° 48' 30" East 2046 feet from an angle point in the centerline of Conejo Road, 50 feet wide, as shown on said Map; thence,

1st: - North 32° 26' 04" West 1469.07 feet to the intersection with the Southeasterly prolongation of the Northeasterly line of Lot 31 of said Rancho Calleguas.

Except that portion of said land conveyed to Pardee Construction Company, a California corporation, in deed recorded November 12, 1970, as Document No. 56816, in Book 3747, Page 563 of Official Records.

Also except the interest reserved by Harold E. Burket, as Trustee under the will of Isabel Camarillo Burket, deceased, Gerald C. Fitzgerald, as Trustee under the Gerald C. Fitzgerald Trust dated April 1, 1963, Geraldine Chapman Fitzgerald, as Trustee under the Geraldine Chapman Fitzgerald Trust dated April 1, 1963, James A. Fitzgerald as Trustee under the James A. Fitzgerald Trust dated April 1, 1963, Carmelita Marie Nicholson, as Trustee under the Carmelita Marie Nicholson Trust dated April 1, 1963, and Carmen Camarillo Jones, in deed recorded March 16, 1965, as Document No. 19405, in Book 2750, Page 498 of Official Records, as follows:

"Excepting and reserving unto Grantors and their successors and assigns from said above described land conveyed by this deed fifty percent (50%) of all oil, gas, petroleum and other hydrocarbon substances and minerals in, under and on said land, but without the right of entry upon the surface of said land or into or at any respective area of said land which is within a depth of five hundred (500) feet below the surface of said land which is above such respective area for the purpose of exploring or drilling for or removing any such substance but with the right to explore for, develop and remove said fifty percent (50%) of such substances by means of wells each of which has a surface location on other land outside of the exterior boundaries of the above described land and is directionally drilled into said land below the aforesaid depth of five hundred (500) feet below the respective surface area on said land above such drilling, excluding and excepting, however, from such exception and reservation all minerals removed in the development or grading of any of said land without commercial sale thereof as minerals and also excluding and excepting from such exception and reservation all rock, stone, sand and gravel".

Also except all right, title and interest to all oil, gas, petroleum and other hydrocarbon substances and minerals of said property below a depth of 500 feet below the surface of said land but with the right to explore for, develop and remove such substances by means of wells each of which has a surface location on other land outside the exterior boundaries of the described property and directionally drilled into said land below the aforesaid depth of 500 feet below the surface of the land described herein, as reserved by Robert B. Lamb, et al., in deed recorded November 16, 1971, as Document No. 71105, in Book 3886, Page 508 of Official Records.

EXHIBIT "A"

EXHIBIT "A"
Page 2

PARCEL 2:

Lot 26, Rancho Calleguas, in the City of Camarillo, County of Ventura, State of California, as per map recorded in Book 17, Page 16 of Maps, in the office of the County Recorder of said County.

Except that portion of said land described in the deed to the State of California, recorded August 13, 1958, as Document No. 33895, in Book 1644, Page 234 of Official Records.

Also except that portion of said land in the deed to Camrosa County Water District, recorded February 28, 1968, as Document No. 10580, in Book 3269, Page 166 of Official Records.

Also except all right, title and interest to all oil, gas, petroleum and other hydrocarbon substances and minerals of said property below a depth of 500 feet below the surface of said land but with the right to explore for, develop and remove such substances by means of wells each of which has a surface location on other land outside the exterior boundaries of the described property and directionally drilled into said land below the aforesaid depth of 500 feet below the surface of the land described herein, as reserved by Robert B. Lamb, et al., in deed recorded November 16, 1971, as Document No. 71105, in Book 3886, Page 508 of Official Records.

PARCEL 3:

Lots 31, 32 and 33, Rancho Calleguas, in the City of Camarillo, County of Ventura, State of California, as per map recorded in Book 17, Page 16 of Maps, in the office of the County Recorder of said County.

Except that portion of Lot 32 lying Northeasterly of the Southeasterly prolongation of the Northeasterly line of said Lot 31, and Northeasterly of the line described as follows:

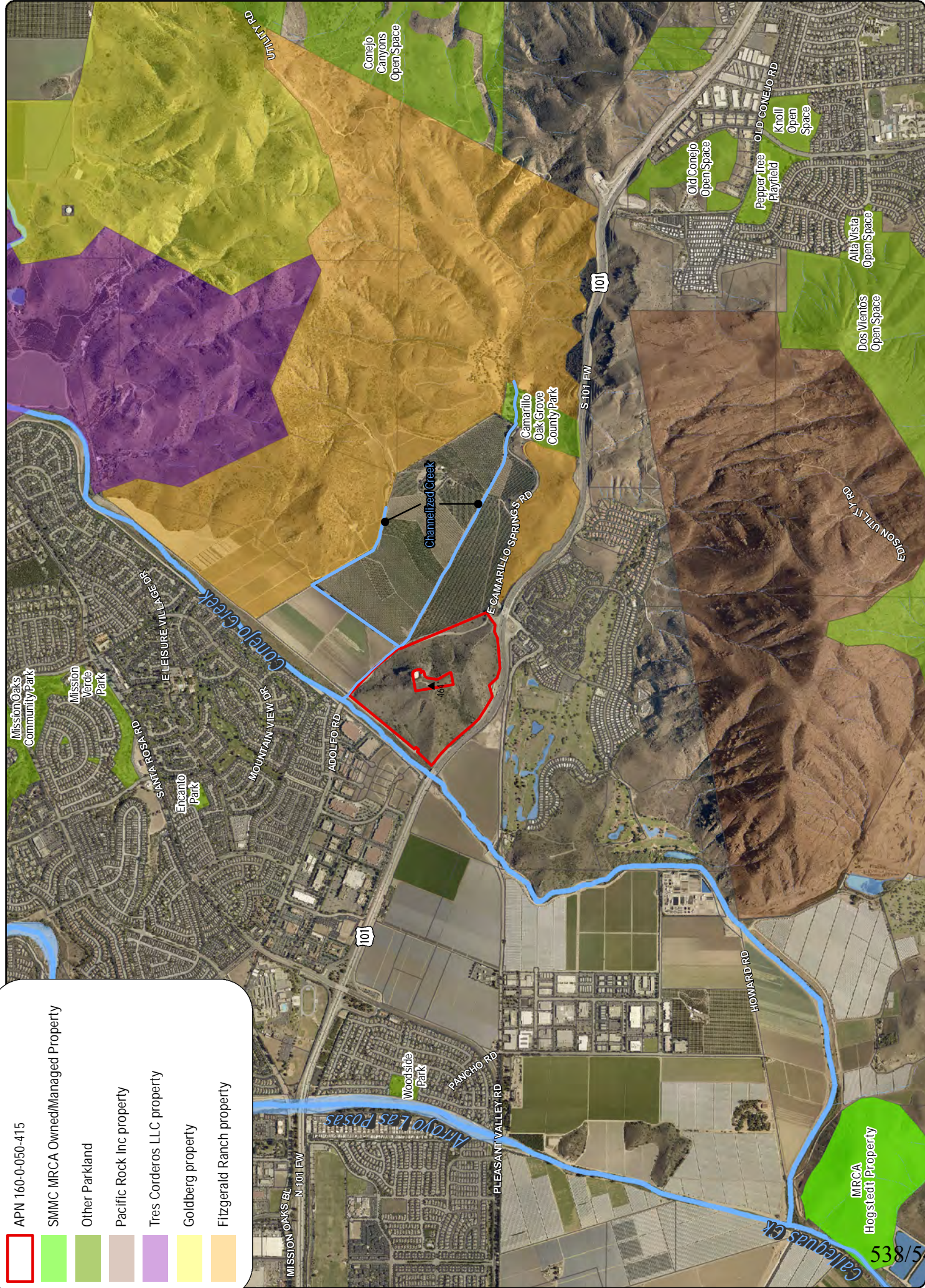
Beginning at a point on the Southeasterly line of Lot 34 of said Rancho Calleguas, distant along said Southeasterly line and the Southwesterly prolongation thereof, North 36° 48' 30" East 2046 feet from an angle point in the centerline of Conejo Road, 50 feet wide, as shown on said Map; thence,

1st: - North 32° 26' 04" West 1469.07 feet to the intersection with the Southeasterly prolongation of the Northeasterly line of Lot 31 of said Rancho Calleguas.

Also except that portion lying within Parcel 2 of the land described in the deed to Pardee Construction Company, recorded November 12, 1970, as Document No. 56816, in Book 3747, Page 563 of Official Records.

Also except those portions lying Northwesterly of the Southeasterly lines of Tract No. 2487-3, as per map recorded in Book 71, Page 40 of Maps, and Northwesterly of the Southeasterly lines of Tract No. 2487-4, as per map recorded in Book 73, Page 79 of Maps.

Also except all right, title and interest to all oil, gas, petroleum and other hydrocarbon substances and minerals of said property below a depth of 500 feet below the surface of said land but with the right to explore for, develop and remove such substances by means of wells each of which has a surface location on other land outside the exterior boundaries of the described property and directionally drilled into said land below the aforesaid depth of 500 feet below the surface of the land described herein, as reserved by Robert B. Lamb, et al., in deed recorded November 16, 1971, as Document No. 71105, in Book 3886, Page 508 of Official Records.

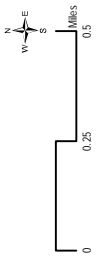


- APN 160-0-050-415
- SMMC MRCA Owned/Managed Property
- Other Parkland
- Pacific Rock Inc property
- Tres Corderos LLC property
- Goldberg property
- Fitzgerald Ranch property

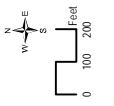
APN 160-0-050-415
 MARLBOROUGH DEV CORP
 101.66 Acres



APN 160-0-050-415
 SMIMC MRCA Owned/Managed Property
 Other Parkland



APN 160-0-050-415
 MARLBOROUGH DEV CORP
 101.66 Acres



APN 160-0-050-415

APN 160-0-050-415
MARLBOROUGH DEV CORP
101.66 Acres

540/54



Parcel Report

Parcel Information

APN	160005041
APN Suffix	5
Document Date	19800822
Document Number	005712057
Tract Number	
Map Number	
Situs Number	
Situs Direction	
Situs Street	
Situs Suffix	
Acreage	101.660



Cities

City Boundary

City Name: Camarillo

Election Precincts

Election Precinct

Number: CAMARILLO NO. 2-005

WARNING: The information contained herein was created by the Ventura County Geographic Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



Parcel Report

Political Districts

Assembly Districts

Name: Jaqui Irwin
Ordinal: 42nd

Senatorial Districts

Name: S Monique Limon
Ordinal: 21st

Congressional Districts

Name: Julia Andrews Brownley
Ordinal: 26th

Supervisory Districts

Name: Jeff Gorell
Ordinal: 2nd

School Districts

Elementary School Districts

Name: PLEASANT VALLEY

Secondary School Districts

Name: OXNARD UNION

Land Use

County SOAR

No

2020 County Designated Places

No

General Plan

Description: Cities

Overlay Zones

No

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Parcel Report

Zone Designation

No

Hazards

Earthquake Fault Hazard Zones

No

Liquefaction

Yes

Military Operations Areas

No

Tsunami Inundation

No

WARNING: The information contained herein was created by the Ventura County Geographic Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

STEVEN HINTZ, TREASURER-TAX COLLECTOR
 800 SOUTH VICTORIA AVE
 VENTURA, CA 93009-1290

2022-23 VENTURA COUNTY SECURED TAX STATEMENT

MARLBOROUGH DEV CORP
 980 MONTECITO DR #302
 CORONA CA 92879

OWNER OF RECORD JANUARY 1, 2022
 MARLBOROUGH DEV CORP

SITUS/ADDRESS

PRIOR YR SECURED TAXES DELINQUENT
 If you have questions,
 Visit venturapropertytax.org or Call (805) 654-3744

PHONE	SERVICE AGENCY	RATE PER \$100	AMOUNT
805 654 3181	PROP 13 MAXIMUM 1% TAX	1.000000	1,876.93
805 383 1982	EL SCH BD PL VLY	0.015100	28.34
805 383 1982	EL SCH BD PL VLY #2	0.024300	45.61
805 383 1982	HI SCH BOND OXNARD	0.004400	8.25
805 383 1982	HI SCH BOND OXNARD #2	0.012400	23.28
805 383 1982	HI SCH BOND OXNARD #3	0.031700	59.50
805 383 1982	VTA COMM COLLEGE BD	0.014200	26.65
866 807 6864	METROPOLITAN WTR	0.003500	6.56
GENERAL TOTAL TAX			\$2,075.12

PHONE	DIRECT ASSESSMENT	DIST/ZONE	AMOUNT
DIRECT ASSESSMENT TOTAL			

ASSESSOR INFORMATION (805) 654-2181	PROPERTY VALUES
LAND/MINERALS	187,693
IMPROVEMENTS	
PERS. PROP	
TOTALS	187,693
LESS HOMEOWNER'S EXEMP	
OTHER EXEMPTION	
NET TOTAL	187,693

TAX RATE AREA	PARCEL/ID NUMBER	STATEMENT NO.	MAIL CODE	1ST INSTALLMENT	2ND INSTALLMENT	TOTAL
07088	160-0-050-415	2078210		\$1,037.56	\$1,037.56	\$2,075.12
				PAY BY: DECEMBER 10, 2021	PAY BY: APRIL 11, 2022	

SECURED TAX PAYMENT 2022-23 **Return Coupon with Payment** 2ND INSTALLMENT

MARLBOROUGH DEV CORP

PRIOR YR SECURED TAXES DELINQUENT		
ASSESSOR'S PARCEL NO.	STATEMENT NO.	MAIL CODE
160-0-050-415	2078210	

Make check payable to:
VC TAX COLLECTOR
 Please put Assessor's Parcel Number on check

2nd installment cannot be paid until after
 payment of the 1st installment.

AMOUNT DUE	\$1,037.56
DUE BY	FEB 1, 2023

TAX PLUS PENALTY \$1,171.31
 IF PAID AFTER APR 10, 2023

COUNTY OF VENTURA
 TREASURER-TAX COLLECTOR
 PO BOX 51179
 LOS ANGELES, CA 90051-5479

82078210204102300000103756000001171311600050415000008

SECURED TAX PAYMENT 2022-23 **Return Coupon with Payment** 1ST INSTALLMENT

MARLBOROUGH DEV CORP

PRIOR YR SECURED TAXES DELINQUENT		
ASSESSOR'S PARCEL NO.	STATEMENT NO.	MAIL CODE
160-0-050-415	2078210	

Make check payable to:
VC TAX COLLECTOR
 Please put Assessor's Parcel Number on check

To pay full tax, return both payment coupons by
 DEC 12, 2022 with payment amount of \$2,075.12.

AMOUNT DUE	\$1,037.56
DUE BY	NOV 1, 2022

TAX PLUS PENALTY \$1,141.31
 IF PAID AFTER DEC 12, 2022

COUNTY OF VENTURA
 TREASURER-TAX COLLECTOR
 PO BOX 51179
 LOS ANGELES, CA 90051-5479

82078210112122200000103756000001141311600050415000004

IMPORTANT TAX INFORMATION.

Taxes and Computation: The Tax Collector does not determine the amount of taxes you pay. Tax rates and values are established in accordance with Proposition 13, plus any indebtedness approved by the voters prior to July 1, 1978, or bonded indebtedness for the acquisition or improvement of real property approved by two-thirds of the voters on or after June 4, 1986, plus any Direct Assessments.

Taxes are Due: It is the property owner's responsibility to ensure taxes are paid timely. The annual secured bill contains two payment coupons. Please remit coupons with payments in the enclosed envelope. A second notice will NOT be mailed.

- (a) First Installment: Due November 1, delinquent if postmarked after December 10. A 10% penalty is added to delinquent accounts.
- (b) Second Installment: Due February 1, delinquent if postmarked after April 10. A 10% penalty plus a \$30.00 delinquent cost fee is added to delinquent accounts.
- (c) If December 10 or April 10 falls on a Saturday, Sunday, or Holiday, the time of delinquency is 5:00 P.M., or the close of business, whichever is later, on the next business day.
- (d) Taxes remaining unpaid after June 30 of the first year of delinquency will become defaulted and incur additional penalties and fees.

Delinquent Prior Year Taxes: If this notation appears on the face of your statement, it indicates there are delinquent taxes which constitute a lien against this property that are not included in this bill. After June 30 of the first year of delinquency, a \$15.00 redemption fee is added, plus penalties of 1.5% per month to the time of redemption.

Payment of Taxes: Payments should be in the exact amount of the total due. Partial payments will be returned and appropriate penalties will be added. Taxes may be paid by mail, in person or online at venturapropertytax.org.

- (a) Check, Cashier's Check, Money Order: Accepted in person, mailed to the payment processing center, mailed to the Ventura office, or placed in a Tax Collector drop box. Payment should be made to VC Tax Collector. Remittance by mail must be USPS postmarked on or before the delinquent date to avoid penalty. Go to venturapropertytax.org to check drop box locations and availability. Funds are electronically deposited and may be withdrawn from your account the same day your payment is received.
- (b) Cash: Accepted in person at the Ventura Office. Do not mail cash.
- (c) Electronic Check: May be made online at venturapropertytax.org. Processor fees may apply (Note - processor fees are not collected by the Ventura County Tax Collector). Electronic check payments are given a confirmation receipt upon completion. It may take several days for the processing to complete and the payment is based on the information input by the taxpayer. If account or routing numbers are entered incorrectly, it may result in a returned payment in which additional penalties and fees may apply.
- (d) Credit Card: May be made in person or online at venturapropertytax.org. Processor fees may apply (Note - processor fees are not collected by the Ventura County Tax Collector).
- (e) Online Banking: Online Bill Pay made through your banking institution must include your parcel number(s) and be received by the Tax Collector on or before the delinquency date to avoid penalties. Your banking transaction may not be processed the same day you submit the request and may not be USPS postmarked, which could result in delinquency. Please ensure to process your payment well in advance of the delinquency date to minimize the potential for late penalties.
- (f) EFT/Wires: Pursuant to R&T §2503.2, payments made in large aggregate amounts may be required to pay via EFT or Wire.

Charge for Returned Payments: A \$50.00 charge per statement will be added for all items returned by the bank for any reason.

Tax Bill: FAILURE TO RECEIVE A TAX BILL DOES NOT RELIEVE THE TAXPAYER OF HIS/HER RESPONSIBILITY of payment or constitute cause for cancellation of penalty and cost charges in cases of delinquency (CA R&T Code §2610.5). Mailing of the tax bill is extended to those taxpayers who have provided the County Assessor with the proper mailing address. If you do not receive tax bills for all of your properties, contact the Tax Collector or go online at venturapropertytax.org to retrieve duplicate copies.

Property Transfer: If this property has been sold, return this bill to the Tax Collector, or as a courtesy, please forward the tax bill to the new owner.

Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons: The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current-year property taxes on their primary residence. PTP applications are accepted from October 1 to February 10 each year.

Go to the SCO website at www.ptp.sco.ca.gov for more information. If you have any questions, call (800) 952-5661 or email postponement@sco.ca.gov.

Parcel Tax Exemption: Commencing on January 1, 2020, AB 2458 is enacted to provide information to the taxpayer regarding school district parcel tax exemption. Information regarding school districts placing a parcel tax on the County property tax bill can be located on our website at venturapropertytax.org.

IMPORTANT ASSESSMENT INFORMATION

Address Changes: To submit a change of mailing address, visit <http://assessor.countyofventura.org>

Change of Ownership: Any person acquiring an interest in real property or a manufactured home subject to property tax is required to file a Change of Ownership Statement with the County Assessor within 90 days of the change.

Homeowner's Exemption: Homeowners who own and occupy a property as their primary residence as of 12:01 A.M. on January 1st are eligible for a Homeowner's Exemption. If you qualify and have not filed a claim, contact the Ventura County Assessor. If you are currently receiving a Homeowner's Exemption and you no longer own or occupy this property as your primary residence as of 12:01 A.M. on January 1st, you must notify the County Assessor by December 10th to avoid a penalty.

Informal Review Process: The County Assessor establishes all property values. Pursuant to R&T Code Section 2611.6(j)(1), if a taxpayer disagrees with the assessed value as shown on the tax bill, the taxpayer has the right to an informal assessment review by contacting the Assessor's Office by phone at (805) 654-2181, by fax at (805) 645-1305 or by email from their website: assessor.countyofventura.org. The Assessor's Office is located at the Government Center, Hall of Administration, 800 South Victoria Avenue, Ventura, CA 93009.

Assessment Appeals: The deadline to protest the value assessed January 1, 2022 by filing an Assessment Appeal Application for the 2022 regular filing period has passed. If you disagree with the assessed value on the tax bill, please contact the Assessor's Office at (805) 654-2181 to request an informal assessment review. Assessment Appeal filing period information was provided on the Value Notices mailed from the Assessor's Office to all Ventura County real property owners before August 1, 2022. Complete information on filing an Assessment Appeal Application is available on the Clerk of the Board's webpage at www.ventura.org/cob/aab, at the Clerk of the Board Office located at 800 S. Victoria Avenue, Ventura or by calling (805) 654-2251. It is important to know the Assessment Appeals Board or Hearing Officer cannot grant or deny exemptions.

**SANTA MONICA MOUNTAINS CONSERVANCY
GRANT APPLICATION**

Project Name: Cactus Hill Property Acquisition	Amount of Request: \$100,000 Total Project Cost: \$100,000 Matching Funds: \$0.00 Lat/Long: 34°12'33.9"N 118°59'16.7"W						
Applicant Name: Pleasant Valley Recreation & Park District	Project Address: Camarillo, CA						
1605 E. Burnley Street, Camarillo CA 93010	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">County</th> <th style="width: 33%;">Senate District</th> <th style="width: 33%;">Assembly District</th> </tr> <tr> <td style="text-align: center;">Ventura</td> <td style="text-align: center;">21</td> <td style="text-align: center;">42</td> </tr> </table>	County	Senate District	Assembly District	Ventura	21	42
	County	Senate District	Assembly District				
Ventura	21	42					
Phone: 805-482-1996 Email: motten@pvrpd.org	Tax ID: 95-2219056						
Grantee's Authorized Representative: <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Mary Otten, General Manager <i>Name and Title</i> </div> <div style="text-align: center;"> 805-482-1996 <i>Phone</i> </div> </div>							
Overhead Allocation Notice: <input type="checkbox"/> Any overhead costs will be identified as a separate line item in the budget and invoices. <input type="checkbox"/> The Conservancy encourages grantees to reduce overhead costs including vehicle and phone expenses. <input type="checkbox"/> The overhead allocation policy has been submitted prior to, or with, the grant application.							
Outreach and Advertising Requirement: <input type="checkbox"/> Applicant has read the staff report and board resolution regarding contract policies. <input type="checkbox"/> Applicant has adopted contract policies for the purpose of increasing outreach and advertising to disadvantaged businesses and individuals. <i>All check boxes must be checked</i>							
Brief Project Description: Funds will be used to pay for the property acquisition costs of APN #160-0-050-415, located just north of the 101 Highway in Camarillo, Ventura County, at the foot of the Conejo Grade. <i>*attach additional pages with project detail</i>							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Tasks / Milestones:</td> <td style="width: 33%;">Budget:</td> <td style="width: 33%;">Completion Date</td> </tr> <tr> <td style="height: 100px;"></td> <td></td> <td></td> </tr> </table>		Tasks / Milestones:	Budget:	Completion Date			
Tasks / Milestones:	Budget:	Completion Date					
For Acquisition Projects: APN(s): 160-0-050-415 Acreage: 101.66							
I certify that the information contained in this Grant Application form, including required attachments, is accurate.							
_____ <i>Signature of Authorized Representative</i>							
_____ <i>Date</i>							
STATE OF CALIFORNIA ♦ THE NATURAL RESOURCES AGENCY							

RESOLUTION NO. 732

**A RESOLUTION OF THE BOARD OF DIRECTORS
PLEASANT VALLEY RECREATION AND PARK DISTRICT
AUTHORIZING THE GENERAL MANAGER TO APPLY FOR SANTA
MONICA MOUNTAIN CONSERVANCY GRANT FUNDS OF \$100,000
FOR THE PURCHASE OF APN #160-0-050-415**

WHEREAS, the District promotes the general welfare and fitness of its constituents through educating the public about natural landscapes, native plant and animal species, and environmental stewardship in natural and open spaces and public parks; and

WHEREAS, the Santa Monica Mountains Conservancy and Mountains Recreation & Conservation Authority seek to partner with the Pleasant Valley Recreation and Park District to increase the volume of preserved open space for public access in Ventura County; and

WHEREAS, the Santa Monica Mountains Conservancy has made available funding to purchase the 101.66-acre parcel APN #160-0-050-415 with the intent of transferring ownership to the Pleasant Valley Recreation and Park District upon successful acquisition of said parcel; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pleasant Valley Recreation and Park District as follows:

- I. The General Manager is hereby authorized and empowered to file an application for the Santa Monica Mountains Conservancy Grant Funding in the amount of \$100,000 for APN #160-0-050-415; and
- II. The General Manager is hereby authorized and empowered to execute in the name of the Pleasant Valley Recreation and Park District all necessary documents to implement and carry out the purposes of this resolution.

PASSED AND APPROVED by the Board of Directors of Pleasant Valley Recreation and Park District this First day of March 2023, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Elaine Magner, Board Chair
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Bev Dransfeldt, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chair Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Long Range Planning, Policy
- E. Ad Hoc Committees – Miracle League
- F. Foundation for Pleasant Valley Recreation and Parks
- G. General Manager’s Report
- H. Board Members