

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
ADMINISTRATION OFFICE – CONFERENCE ROOM  
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**FINANCE COMMITTEE  
AGENDA**

**Wednesday, October 19, 2022  
3:00 P.M.**

Please Note: In keeping in alignment with current orders from the Ventura County Health Officer, face coverings are not required but are welcomed and encouraged in indoor public settings and businesses. PVRPD thanks you for your cooperation and understanding.

This meeting will take place both in person and remotely in accordance with Government Code section 54953(e) et seq. (AB 361). Members of the public can participate in the meeting by choosing one of the following options:

1. Attend in person or
2. Join via Zoom -

**Meeting Link: <https://us06web.zoom.us/j/82864040652>**

**Webinar ID: 828 6404 0652**

**Phone Number: 1-669-444-9171**

- a. Cell Phone/Computer with Microphone: Click on the Zoom link included above. Enter your name so we may call on you when it is your turn to speak. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by clicking the “Raise Hand” button. Follow the instructions below regarding speaking.
- b. Phone – If you wish to make a comment by phone during the public comment section of the meeting or on a specific agenda item, please call in to the listed phone number above and when prompted, enter the Webinar ID. You will then be admitted to the meeting and your line will be muted. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by dialing \*9. Then, follow the speaking instructions below.

**Speaking Instructions**

When it is your turn to speak, the Chair will call your name or the last four digits of the phone number you are calling from. You will have three minutes to address the Committee. **Please ensure all background noise is muted (TV, radio, etc.)** You will be prompted to unmute your microphone/phone. Unmute your device and begin by stating your name. After three minutes has elapsed your microphone will be muted and the next speaker will be invited to speak.

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS**
4. **SEPTEMBER 2022 FINANCIALS**
5. **CONSIDERATION OF MISSION OAKS CELL TOWER LEASE**
6. **457 TO SOCIAL SECURITY PROPOSAL**
7. **ORAL DISCUSSION**
8. **ADJOURNMENT**

**Note:** 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 day preceding the Committee meeting.

**Announcement:** Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Committee 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 us 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

# CASH REPORT

	9/30/2022	9/30/2021
	Balance	Balance
<b>Restricted Funds</b>		
Debt Service - Restricted	\$ 140,605.17	\$ 135,451.30
457 Pension Trust Restricted	\$ 68,420.34	\$ 83,845.47
Quimby Fee - Restricted	\$ 832,508.41	\$ 236,246.40
Multi-Bank Securities Restricted	\$ 15,421.14	\$ -
Ventura County Pool - Restricted	\$ 5,636,856.68	\$ 4,549,731.62
Park Impact Fees	\$ 172,636.06	\$ -
FCDP Checking	\$ 13,601.61	\$ 13,601.61
<b>Total</b>	<b>\$ 6,880,049.41</b>	<b>\$ 5,018,876.40</b>

<b>Semi-Restricted Funds</b>		
Assessment	\$ 964,397.54	\$ 878,414.04
Capital Improvement	\$ 1,120,756.80	\$ 21,832.05
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Capital - Designated Project	\$ 230,484.00	\$ -
LAIF - <b>Capital</b>	\$ 2,032,015.47	\$ 2,322,215.45
Contingency - Dry Period	\$ 397,337.08	\$ 361,000.00
Contingency-Compensated Absences	\$ 75,000.00	\$ -
Contingency-Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 20,000.01	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 300,000.00	\$ 200,000.00
<b>Total</b>	<b>\$ 5,219,834.70</b>	<b>\$ 3,883,305.34</b>

<b>Unrestricted Funds</b>		
Contingency	\$ 2,409,751.09	\$ 12,249.86
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 2,582,152.19
General Fund Checking	\$ 260,766.66	\$ 251,238.42
<b>Total</b>	<b>\$ 2,670,517.75</b>	<b>\$ 2,845,640.47</b>

**Total of all Funds**      **\$ 14,770,401.86**      **\$ 11,747,822.21**

	10/13/2022	10/31/2021
	Balance	Balance
<b>Restricted Funds</b>		
Debt Service - Restricted	\$ 140,605.17	\$ 135,451.30
457 Pension Trust Restricted	\$ 68,420.34	\$ 83,845.47
Quimby Fee - Restricted	\$ 828,550.06	\$ 70,297.53
Multi-Bank Securities Restricted	\$ 15,421.14	\$ -
Ventura County Pool - Restricted	\$ 5,636,856.68	\$ 4,549,731.62
Park Impact Fees	\$ 172,636.06	\$ 158.40
FCDP Checking	\$ 13,601.61	\$ 13,601.16
<b>Total</b>	<b>\$ 6,876,091.06</b>	<b>\$ 4,853,085.48</b>

<b>Semi-Restricted Funds</b>		
Assessment	\$ 946,762.18	\$ 308,954.32
Capital Improvement	\$ 1,120,756.80	\$ 40,817.83
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Capital - Designated Project	\$ 230,484.00	\$ -
LAIF - <b>Capital</b>	\$ 2,032,015.47	\$ 2,272,215.45
Contingency - Dry Period	\$ 397,337.08	\$ 361,000.00
Contingency-Compensated Absences	\$ 75,000.00	\$ -
Contingency-Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 20,000.01	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 300,000.00	\$ 200,000.00
<b>Total</b>	<b>\$ 5,202,199.34</b>	<b>\$ 3,282,831.40</b>

<b>Unrestricted Funds</b>		
Contingency	\$ 2,209,751.09	\$ 12,249.86
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 1,982,152.90
General Fund Checking	\$ 79,779.59	\$ 276,279.40
<b>Total</b>	<b>\$ 2,289,530.68</b>	<b>\$ 2,270,682.16</b>

**Total of all Funds**      **\$ 14,367,821.08**      **\$ 10,406,599.04**

Pleasant Valley Recreation and Park District  
 Monthly AP, Payroll, Wire, Online Payment Report  
 September 2022

	Date	Amount	
Accounts Payables:	9/30/2022	\$ 278,778.31	
	<b>Total</b>	<b>\$ 278,778.31</b>	
Payroll (Total Cost):	9/1/2022	\$ 155,159.80	
	9/15/2022	\$ 151,944.36	
	9/29/2022	\$ 145,735.60	
	<b>Total</b>	<b>\$ 452,839.76</b>	
Outgoing:Online Payments			
	9/1/2022	\$ 30,787.03	PERS Health Insurance Premium
	9/1/2022	\$ 15,971.48	CALPERS - Ret PR 9/1/2022
	9/1/2022	\$ 2,207.21	Guardian
	9/1/2022	\$ 396.15	VSP
	9/1/2022	\$ 1,903.78	Hartford
	9/15/2022	\$ 15,827.73	CALPERS- Ret-PR-9/15/22
	9/28/2022	\$ 16,708.36	CALPERS- Ret-PR-9/29/22
	<b>Total</b>	<b>\$ 83,801.74</b>	
	<b>Grand Total</b>	<b>\$ 815,419.81</b>	

General Ledger  
Fund 10 General Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apportionment	5110-5240	\$ (38,907.18)	\$ (25,972.04)	\$ (38,918.21)	\$ (7,634,345.00)	\$ (7,595,426.79)	0.51%
Interest Earnings	5310	\$ -	\$ (1,002.38)	\$ (8,420.70)	\$ (9,893.00)	\$ (1,472.30)	85.12%
Assessment Revenue	5500	\$ (433.44)	\$ -	\$ (433.44)	\$ -	\$ 433.44	0.00%
Park Patrol Citations	5506	\$ (406.22)	\$ (213.59)	\$ (880.74)	\$ (1,500.00)	\$ (619.26)	58.72%
Bingo - Primary Revenue	5508	\$ (1,734.00)	\$ (5,301.00)	\$ (4,758.05)	\$ (14,400.00)	\$ (9,641.95)	33.04%
Excess Bingo Revenue	5509	\$ (402.00)	\$ (1,828.75)	\$ (7,524.00)	\$ -	\$ 7,524.00	0.00%
Contract Classes-Public Fees	5510	\$ (15,968.40)	\$ (51,367.23)	\$ (64,737.54)	\$ (131,313.00)	\$ (66,575.46)	49.30%
Public Fees	5511	\$ (5,815.39)	\$ (35,981.75)	\$ (132,256.34)	\$ (300,001.00)	\$ (167,744.66)	44.09%
Public Fees-Entry Fees	5520	\$ (2,578.00)	\$ (9,702.00)	\$ (13,825.00)	\$ (25,840.00)	\$ (12,015.00)	53.50%
Vending Concessions	5525	\$ (155.00)	\$ (117.32)	\$ (952.25)	\$ (1,450.00)	\$ (497.75)	65.67%
Rental	5530	\$ (38,174.25)	\$ (88,695.11)	\$ (110,785.85)	\$ (338,717.00)	\$ (227,931.15)	32.71%
Cell Tower Revenue	5535	\$ (12,477.68)	\$ (25,237.53)	\$ (30,268.99)	\$ (100,800.00)	\$ (70,531.01)	30.03%
Parking Fees	5540	\$ (1,506.00)	\$ (4,952.67)	\$ (7,372.12)	\$ (9,600.00)	\$ (2,227.88)	76.79%
Activity Guide Revenue	5555	\$ -	\$ -	\$ (3,000.00)	\$ (10,000.00)	\$ (7,000.00)	30.00%
Special Event	5561	\$ -	\$ -	\$ 105.00	\$ -	\$ (105.00)	0.00%
Staffing Cost Recovery	5563	\$ (2,386.50)	\$ (5,064.75)	\$ (12,787.00)	\$ (58,352.00)	\$ (45,565.00)	21.91%
Special Event Permits	5564	\$ (400.00)	\$ (200.00)	\$ (700.00)	\$ -	\$ 700.00	0.00%
Security Services - Recovery	5566	\$ (150.00)	\$ (315.00)	\$ (850.00)	\$ -	\$ 850.00	0.00%
Contributions	5570	\$ -	\$ (50,000.00)	\$ (60,000.00)	\$ (72,000.00)	\$ (12,000.00)	83.33%
Rebates Received	5574	\$ (4,855.49)	\$ -	\$ (152,042.00)	\$ -	\$ 152,042.00	0.00%
Other Misc Revenue	5575	\$ (92,714.00)	\$ (17,415.53)	\$ (108,130.50)	\$ (33,400.00)	\$ 74,730.50	323.74%
Incentive Income	5585	\$ (24.59)	\$ (408.31)	\$ (757.98)	\$ (1,700.00)	\$ (942.02)	44.59%
Reimbursement - ROPS	5600	\$ -	\$ (78,706.69)	\$ (101,763.06)	\$ (200,000.00)	\$ (98,236.94)	50.88%
<b>Revenue</b>		<b>\$ 219,088.14</b>	<b>\$ 402,481.65</b>	<b>\$ 861,058.77</b>	<b>\$ 8,943,311.00</b>	<b>\$ 8,082,252.23</b>	<b>9.63%</b>
<b>YTD Comparison</b>				<b>\$ 458,577.12</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 300,227.00	\$ 545,241.09	\$ 602,649.65	\$ 2,669,312.00	\$ 2,066,662.35	22.58%
Overtime Salaries	6101	\$ 1,781.09	\$ 2,664.85	\$ 4,589.11	\$ 26,785.00	\$ 22,195.89	17.13%
Car Allowance	6105	\$ 1,246.11	\$ 2,907.59	\$ 2,907.59	\$ 10,800.00	\$ 7,892.41	26.92%
Cell Phone Allowance	6108	\$ 1,736.21	\$ 3,584.49	\$ 3,940.49	\$ 15,960.00	\$ 12,019.51	24.69%
Part-Time Salaries	6110	\$ 43,182.98	\$ 96,366.84	\$ 144,371.15	\$ 549,670.00	\$ 405,298.85	26.27%
Retirement	6120	\$ 50,269.87	\$ 91,430.29	\$ 100,691.84	\$ 466,365.00	\$ 365,673.16	21.59%
457 Pension	6121	\$ 1,380.66	\$ 6,023.23	\$ 7,379.64	\$ 7,000.00	\$ (379.64)	105.42%
Deferred Compensation	6125	\$ 581.76	\$ 1,138.17	\$ 1,177.22	\$ 4,895.00	\$ 3,717.78	24.05%
Employee Insurance	6130	\$ 25,854.77	\$ 58,008.63	\$ 64,155.04	\$ 372,401.00	\$ 308,245.96	17.23%
Workers Compensation	6140	\$ 19,378.76	\$ 36,050.53	\$ 40,116.48	\$ 222,963.00	\$ 182,846.52	17.99%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Loan - Pension Obligation	6160	\$ -	\$ 264,217.75	\$ 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%
<b>Personnel</b>		<b>\$ 445,639.21</b>	<b>\$ 1,609,174.46</b>	<b>\$ 1,613,247.21</b>	<b>\$ 5,060,038.00</b>	<b>\$ 3,446,790.79</b>	<b>31.88%</b>
<b>YTD Comparison</b>				<b>\$ 4,072.75</b>			
<b>Services and Supplies</b>							
Telephone/Internet	6210	\$ 1,503.16	\$ 4,997.33	\$ 5,053.43	\$ 23,132.00	\$ 18,078.57	21.85%
Internet Services	6220	\$ 10,144.52	\$ 6,849.00	\$ 16,203.96	\$ 61,125.00	\$ 44,921.04	26.51%
IT Infrastructure	6230	\$ -	\$ 539.62	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Computer Hardware/Software	6240	\$ 10,384.67	\$ 1,976.64	\$ 18,193.66	\$ 60,534.00	\$ 42,340.34	30.06%
Pool Chemicals	6310	\$ -	\$ 621.74	\$ 1,336.83	\$ 8,250.00	\$ 6,913.17	16.20%
Janitorial Supplies	6320	\$ 1,947.57	\$ 5,262.14	\$ 10,547.51	\$ 48,408.00	\$ 37,860.49	21.79%
COVID-19 Supplies	6321	\$ -	\$ 80.44	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Kitchen Supplies	6330	\$ 46.18	\$ -	\$ 46.18	\$ 1,200.00	\$ 1,153.82	3.85%
Food Supplies	6340	\$ 805.48	\$ -	\$ 940.44	\$ 14,850.00	\$ 13,909.56	6.33%
Water Maint & Service	6350	\$ 2,278.58	\$ 131.00	\$ 2,278.58	\$ 1,265.00	\$ (1,013.58)	180.12%
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	\$ -	\$ 118,349.00	\$ 144,889.00	\$ 284,038.00	\$ 139,149.00	51.01%
Equipment Maintenance	6500	\$ -	\$ -	\$ 24.54	\$ 1,000.00	\$ 975.46	2.45%
Fuel	6510	\$ 7,156.68	\$ 8,824.68	\$ 13,346.34	\$ 73,590.00	\$ 60,243.66	18.14%
Vehicle Maintenance	6520	\$ 4,037.43	\$ 6,464.22	\$ 8,315.25	\$ 35,400.00	\$ 27,084.75	23.49%
Building Maintenance	6600	\$ 24.14	\$ -	\$ 24.14	\$ -	\$ (24.14)	0.00%
Building Repair	6610	\$ 6,217.04	\$ 2,552.87	\$ 14,605.56	\$ 85,500.00	\$ 70,894.44	17.08%
HVAC	6620	\$ -	\$ -	\$ 1,451.01	\$ 8,820.00	\$ 7,368.99	16.45%
Playground Maintenance	6630	\$ -	\$ -	\$ 624.82	\$ 40,000.00	\$ 39,375.18	1.56%
Grounds Maintenance	6710	\$ 13,614.05	\$ 16,454.80	\$ 31,586.40	\$ 81,420.00	\$ 49,833.60	38.79%
Tree Care	6719	\$ 1,168.49	\$ -	\$ 1,168.49	\$ 30,000.00	\$ 28,831.51	3.89%
Park Amenities - Assess	6722	\$ -	\$ -	\$ 8,130.90	\$ -	\$ (8,130.90)	0.00%
Fee Schedule	6727	\$ -	\$ -	\$ -	\$ 13,050.00	\$ 13,050.00	0.00%
Contracted Pest Control	6730	\$ 600.00	\$ -	\$ 1,200.00	\$ 3,000.00	\$ 1,800.00	40.00%
Rubbish & Refuse	6740	\$ 5,663.16	\$ 18,385.34	\$ 15,265.25	\$ 79,830.00	\$ 64,564.75	19.12%
Vandalism/Theft	6750	\$ -	\$ -	\$ 456.80	\$ 500.00	\$ 43.20	91.36%
Memberships	6810	\$ 1,430.00	\$ 4,125.00	\$ 5,080.00	\$ 15,047.00	\$ 9,967.00	33.76%
Office Supplies	6910	\$ (489.37)	\$ 3,621.83	\$ 335.14	\$ 25,020.00	\$ 24,684.86	1.34%
Postage Expense	6920	\$ 262.93	\$ 502.25	\$ 6,036.24	\$ 18,640.00	\$ 12,603.76	32.38%
Advertising Expense	6930	\$ -	\$ -	\$ -	\$ 3,490.00	\$ 3,490.00	0.00%

General Ledger  
Fund 10 General Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Printing Charges	6940	\$ 1,268.01	\$ 2,031.03	\$ 2,158.62	\$ 8,935.00	\$ 6,776.38	24.16%
Bank & Registration Fees	6950	\$ (3,089.25)	\$ 34,933.38	\$ 775.81	\$ 3,920.00	\$ 3,144.19	19.79%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 552,000.00	\$ 552,000.00	0.00%
Minor Furn Fixture & Equip	6980	\$ 261.41	\$ 529.80	\$ 522.82	\$ 1,137.00	\$ 614.18	45.98%
Fingerprint Fees (HR)	7010	\$ 389.00	\$ 207.00	\$ 669.00	\$ 3,360.00	\$ 2,691.00	19.91%
Fire & Safety Insp Fees	7020	\$ 144.11	\$ -	\$ 144.11	\$ 4,725.00	\$ 4,580.89	3.05%
Permit & Licensing Fees	7030	\$ 1,304.28	\$ 2,307.90	\$ 2,310.08	\$ 6,550.00	\$ 4,239.92	35.27%
State License Fee	7040	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Professional Services	7100	\$ 450.00	\$ -	\$ 2,760.00	\$ 147,501.00	\$ 144,741.00	1.87%
Legal Services	7110	\$ -	\$ 4,257.00	\$ 5,260.00	\$ 90,000.00	\$ 84,740.00	5.84%
Typeset and Print Services	7115	\$ -	\$ -	\$ 11,390.79	\$ 36,600.00	\$ 25,209.21	31.12%
Instructor Services	7120	\$ 16,657.60	\$ 38,006.27	\$ 27,508.10	\$ 77,265.00	\$ 49,756.90	35.60%
PERS Admin Fees	7125	\$ 117.70	\$ 276.30	\$ 330.81	\$ 2,200.00	\$ 1,869.19	15.04%
Audit Services	7130	\$ -	\$ -	\$ 4,000.00	\$ 20,875.00	\$ 16,875.00	19.16%
Medical & Health Svcs (HR)	7140	\$ 2,173.44	\$ 100.00	\$ 2,173.44	\$ 12,170.00	\$ 9,996.56	17.86%
Security Services	7150	\$ 405.00	\$ 675.00	\$ 735.00	\$ 5,422.00	\$ 4,687.00	13.56%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 5,800.00	\$ 5,800.00	0.00%
Business Services	7180	\$ 4,806.27	\$ 37,431.63	\$ 29,797.99	\$ 107,769.00	\$ 77,971.01	27.65%
Umpire/Referee Services	7190	\$ 60.00	\$ 280.00	\$ 500.00	\$ 1,650.00	\$ 1,150.00	30.30%
Subscriptions	7210	\$ 9.99	\$ 19.98	\$ 19.98	\$ 2,550.00	\$ 2,530.02	0.78%
Rents & Leases - Equip	7310	\$ 1,923.45	\$ 247.86	\$ 4,762.94	\$ 31,620.00	\$ 26,857.06	15.06%
Bldg/Field Leases & Rental	7320	\$ -	\$ 250.00	\$ -	\$ 60.00	\$ 60.00	0.00%
Event Supplies	7410	\$ 217.52	\$ -	\$ 260.42	\$ 6,040.00	\$ 5,779.58	4.31%
Supplies	7420	\$ 787.48	\$ 115.74	\$ 840.38	\$ 11,500.00	\$ 10,659.62	7.31%
Bingo Supplies	7430	\$ 508.37	\$ 1,546.87	\$ 1,197.72	\$ 4,800.00	\$ 3,602.28	24.95%
Sporting Goods	7440	\$ 1,422.30	\$ 1,583.01	\$ 1,442.13	\$ 7,700.00	\$ 6,257.87	18.73%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 4,025.00	\$ 4,025.00	0.00%
Training Supplies	7460	\$ 80.00	\$ -	\$ 80.00	\$ 1,920.00	\$ 1,840.00	4.17%
Small Tools	7500	\$ 686.35	\$ 42.26	\$ 1,052.89	\$ 6,000.00	\$ 4,947.11	17.55%
Safety Supplies	7510	\$ 157.46	\$ 477.67	\$ 417.46	\$ 4,215.00	\$ 3,797.54	9.90%
Uniform Allowance	7610	\$ 636.26	\$ 160.00	\$ 416.62	\$ 12,490.00	\$ 12,073.38	3.34%
Safety Clothing	7620	\$ -	\$ -	\$ 193.94	\$ 5,404.00	\$ 5,210.06	3.59%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Conference&Seminar Staff	7710	\$ 3,980.00	\$ 3,964.00	\$ 6,649.00	\$ 30,591.00	\$ 23,942.00	21.74%
Conference&Seminar Board	7715	\$ -	\$ 63.00	\$ 88.00	\$ 4,450.00	\$ 4,362.00	1.98%
Conference&Seminar Travel Exp	7720	\$ 366.95	\$ 1,149.83	\$ 366.95	\$ 26,949.00	\$ 26,582.05	1.36%
Out of Town Travel Board	7725	\$ 828.30	\$ 1,221.94	\$ 828.30	\$ 2,420.00	\$ 1,591.70	34.23%
Private Vehicle Mileage	7730	\$ 266.26	\$ -	\$ 400.02	\$ 6,025.00	\$ 5,624.98	6.64%
Buses/Excursions	7750	\$ 720.40	\$ -	\$ 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	\$ 2,687.02	\$ 6,200.35	\$ 5,426.48	\$ 38,740.00	\$ 33,313.52	14.01%
Utilities - Water	7820	\$ 34,399.09	\$ 248,587.01	\$ 118,246.66	\$ 910,143.00	\$ 791,896.34	12.99%
Utilities - Electric	7830	\$ 11,895.66	\$ 42,572.79	\$ 21,028.34	\$ 217,575.00	\$ 196,546.66	9.66%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 2,961.70	\$ 266.75	\$ 4,298.40	\$ 16,130.00	\$ 11,831.60	26.65%
Meals for Staff Training	7920	\$ -	\$ 169.78	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
Employee Morale	7930	\$ 165.00	\$ -	\$ 165.00	\$ 5,500.00	\$ 5,335.00	3.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 217,560.00	\$ 217,560.00	0.00%
Reserve Computer Fleet	7971	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
Reserve Dry Period	7973	\$ -	\$ -	\$ -	\$ 65,203.00	\$ 65,203.00	0.00%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
Reserve - Compensated Absences	7976	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	0.00%
<b>Services and Supplies</b>		<b>\$ 156,441.84</b>	<b>\$ 629,412.05</b>	<b>\$ 571,259.56</b>	<b>\$ 3,876,468.00</b>	<b>\$ 3,305,208.44</b>	<b>14.74%</b>
<b>YTD Comparison</b>				<b>\$ (58,152.49)</b>			
<b>Capital</b>							
General Capital	8400	\$ -	\$ -	\$ -	\$ 765,000.00	\$ 765,000.00	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ 5,764.68	\$ 97,500.00	\$ 91,735.32	5.91%
ECAA Loan-Lighting Project	8483	\$ 7,030.50	\$ 52.50	\$ 13,759.62	\$ -	\$ (13,759.62)	0.00%
Prop68-Arneill Ranch Park	8496	\$ -	\$ -	\$ 51,731.16	\$ 3,080.00	\$ (48,651.16)	1679.58%
<b>Capital</b>		<b>\$ 7,030.50</b>	<b>\$ 52.50</b>	<b>\$ 71,255.46</b>	<b>\$ 865,580.00</b>	<b>\$ 794,324.54</b>	<b>8.23%</b>
<b>YTD Comparison</b>				<b>\$ 71,202.96</b>			
<b>Expense Excluding Capital</b>		<b>\$ 602,081.05</b>	<b>\$ 2,238,586.51</b>	<b>\$ 2,184,506.77</b>	<b>\$ 8,936,506.00</b>	<b>\$ 6,751,999.23</b>	<b>24.44%</b>
<b>YTD Comparison</b>				<b>\$ (54,079.74)</b>			
<b>Revenue Total</b>		<b>\$ 219,088.14</b>	<b>\$ 402,481.65</b>	<b>\$ 861,058.77</b>	<b>\$ 8,943,311.00</b>	<b>\$ 8,082,252.23</b>	<b>9.63%</b>
<b>Expense Excluding Capital Total</b>		<b>\$ 602,081.05</b>	<b>\$ 2,238,586.51</b>	<b>\$ 2,184,506.77</b>	<b>\$ 8,936,506.00</b>	<b>\$ 6,751,999.23</b>	<b>24.44%</b>
<b>YTD Revenue-Expenses</b>				<b>\$ (1,323,448.00)</b>			

General Ledger  
Fund 20 Assessment Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Tax Apport - Prior Year Sec	5130	\$ -	\$ -	\$ -	\$ (238.00)	\$ (238.00)	0.00%
Interest Earnings	5310	\$ -	\$ (95.37)	\$ (71.24)	\$ -	\$ 71.24	0.00%
Assessment Revenue	5500	\$ (4,487.72)	\$ (6,849.52)	\$ (4,685.02)	\$ (1,251,393.00)	\$ (1,246,707.98)	0.37%
<b>Revenue</b>		<b>\$ 4,487.72</b>	<b>\$ 6,944.89</b>	<b>\$ 4,756.26</b>	<b>\$ 1,251,631.00</b>	<b>\$ 1,246,874.74</b>	<b>0.38%</b>

**Expense**

**Personnel**

Full Time Salaries	6100	\$ 2,321.20	\$ 4,589.18	\$ 4,906.29	\$ 21,048.00	\$ 16,141.71	23.31%
Overtime Salaries	6101	\$ 10.32	\$ 17.37	\$ 10.32	\$ -	\$ (10.32)	0.00%
Cell Phone Allowance	6108	\$ 20.79	\$ 48.51	\$ 48.51	\$ 162.00	\$ 113.49	29.94%
Retirement	6120	\$ 378.14	\$ 764.77	\$ 799.17	\$ 3,601.00	\$ 2,801.83	22.19%
Employee Insurance	6130	\$ 354.60	\$ 692.52	\$ 936.59	\$ 4,386.00	\$ 3,449.41	21.35%
Workers Compensation	6140	\$ 258.63	\$ 498.81	\$ 539.61	\$ 2,787.00	\$ 2,247.39	19.36%
<b>Personnel</b>		<b>\$ 3,343.68</b>	<b>\$ 6,611.16</b>	<b>\$ 7,240.49</b>	<b>\$ 31,984.00</b>	<b>\$ 24,743.51</b>	<b>22.64%</b>

**Services and Supplies**

Incidental Costs - Assess	6709	\$ 9,607.13	\$ 10,639.13	\$ 9,607.13	\$ 19,444.00	\$ 9,836.87	49.41%
Tree Care	6719	\$ -	\$ -	\$ -	\$ 88,502.00	\$ 88,502.00	0.00%
Contracted LS Services	6720	\$ 42,968.19	\$ 97,359.65	\$ 85,936.38	\$ 516,049.00	\$ 430,112.62	16.65%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	0.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 529,760.00	\$ 529,760.00	0.00%
<b>Services and Supplies</b>		<b>\$ 52,575.32</b>	<b>\$ 107,998.78</b>	<b>\$ 95,543.51</b>	<b>\$ 1,191,325.00</b>	<b>\$ 1,095,781.49</b>	<b>8.02%</b>

<b>Expense</b>		<b>\$ 55,919.00</b>	<b>\$ 114,609.94</b>	<b>\$ 102,784.00</b>	<b>\$ 1,223,309.00</b>	<b>\$ 1,120,525.00</b>	<b>8.40%</b>
----------------	--	---------------------	----------------------	----------------------	------------------------	------------------------	--------------

<b>Revenue Total</b>		<b>\$ 4,487.72</b>	<b>\$ 6,944.89</b>	<b>\$ 4,756.26</b>	<b>\$ 1,251,631.00</b>	<b>\$ 1,246,874.74</b>	<b>0.38%</b>
<b>Expense Total</b>		<b>\$ 55,919.00</b>	<b>\$ 114,609.94</b>	<b>\$ 102,784.00</b>	<b>\$ 1,223,309.00</b>	<b>\$ 1,120,525.00</b>	<b>8.40%</b>
<b>YTD Revenue-Expenses</b>				<b>\$ (98,027.74)</b>			

Developer	Project			Quimby Funds			Allocation Date	GL Code	
	No.	Location	Description	Budgeted	Expended	Awarded			Balance
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
<b>TOTALS</b>				<b>\$ 720,600.00</b>	<b>\$ 615,709.00</b>	<b>\$ -</b>	<b>\$ -</b>		
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	\$ -	\$ 1,334,739.05	11/7/2018	
Public Hearing 7/3/19	3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74	\$ -	\$ 687,402.31		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	\$ -	\$ -	\$ -	\$ -		
<b>TOTALS</b>				<b>\$ 1,910,000.00</b>	<b>\$ 1,894,525.49</b>	<b>\$ -</b>	<b>\$ 355,964.21</b>		
ELACORA MISSION OAKS									
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	Arneill Reh Pk	Arneill Ranch Park Renovation	\$ 1,500,000.00	\$ 1,492,683.61	\$ -	\$ 966,637.65	11/3/2016	8464
	3		Pickleball	\$ 1,400,000.00	\$ 23,329.68	\$ -	\$ 943,307.97	11/5/2020	8493
	4		Camarillo Nature Center	\$ 300,000.00	\$ -	\$ -	\$ 943,307.97		
	5		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ 943,307.97		
			Freedom Baseball Fields	\$ -	\$ -	\$ -	\$ 943,307.97		
<b>TOTALS</b>				<b>\$ 3,200,000.00</b>	<b>\$ 1,705,901.03</b>	<b>\$ -</b>	<b>\$ 943,307.97</b>		
KB HOMES									
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	\$ -	\$ 441,984.70		8460
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74	\$ -	\$ 275,730.92		8447
	4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ 244,193.18		
	5		Dos Caminos Expansion and ADA	\$ -	\$ -	\$ -	\$ 244,193.18		
<b>TOTALS</b>				<b>\$ 629,500.00</b>	<b>\$ 230,159.82</b>	<b>\$ -</b>	<b>\$ 244,193.18</b>		
CRESTVIEW									
				\$ -	\$ -	\$ 21,612.25	\$ 21,612.25	6/7/2023	
				\$ -	\$ -	\$ -	\$ 21,612.25		
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		
SHEA HOMES									
				\$ -	\$ -	\$ 1,264,500.00	\$ 1,264,500.00	11/21/2024	
				\$ -	\$ -	\$ -	\$ 1,264,500.00		
Williams Homes									
				\$ -	\$ -	\$ 2,840,447.45	\$ 2,840,447.45	7/29/2027	
				\$ -	\$ -	\$ -	\$ 2,840,447.45		
Somis Ranch									
				\$ -	\$ -	\$ 347,625.00	\$ 347,625.00	8/5/2027	
				\$ -	\$ -	\$ -	\$ 347,625.00		
<b>Grand Total</b>				<b>\$ 6,460,100.00</b>	<b>\$ 4,446,295.34</b>	<b>\$ 10,499,187.40</b>	<b>\$ 6,052,892.06</b>		



General Ledger  
Fund 30 Quimby Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ -	\$ -	(52.89)	(5,464.72)	(5,125.00)	339.72 106.63%
Park Dedication Fees	5400	\$ -	\$ -	-	(3,188,072.45)	-	3,188,072.45 0.00%
<b>Revenue</b>		<b>\$ -</b>	<b>\$ -</b>	<b>52.89</b>	<b>3,193,537.17</b>	<b>5,125.00</b>	<b>(3,188,412.17) 62312.92%</b>

<b>Services and Supplies</b>							
Bank & Registration Fees	6950	\$ -	\$ -	-	10.00	-	(10.00) 0.00%
<b>Services and Supplies</b>		<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>10.00</b>	<b>-</b>	<b>(10.00) 0.00%</b>

<b>Expense</b>							
<b>Capital</b>							
General Capital	8400	\$ -	\$ -	-	-	1,400,000.00	1,400,000.00 0.00%
Arneill Ranch Park Renovation	8464	\$ 9,562.31	\$ 159,155.34	159,155.34	9,562.31	93,008.59	83,446.28 10.28%
Pickleball Sports Complex	8493	\$ 327.30	\$ -	-	5,848.87	1,382,519.19	1,376,670.32 0.42%
<b>Capital</b>		<b>\$ 9,889.61</b>	<b>\$ 159,155.34</b>	<b>15,411.18</b>	<b>2,875,527.78</b>	<b>2,860,116.60</b>	<b>0.54%</b>

<b>Expense</b>		<b>\$ 9,889.61</b>	<b>\$ 159,155.34</b>	<b>15,421.18</b>	<b>2,875,527.78</b>	<b>2,860,106.60</b>	<b>0.54%</b>
----------------	--	--------------------	----------------------	------------------	---------------------	---------------------	--------------

<b>Revenue Total</b>		<b>\$ -</b>	<b>\$ 52.89</b>	<b>3,193,537.17</b>	<b>5,125.00</b>	<b>(3,188,412.17)</b>	<b>62312.92%</b>
<b>Expense Total</b>		<b>\$ 9,889.61</b>	<b>\$ 159,155.34</b>	<b>15,421.18</b>	<b>2,875,527.78</b>	<b>2,860,106.60</b>	<b>0.54%</b>

**YTD Revenue-Expenses**

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		\$ 1,705,901.03	\$ 943,307.97	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		\$ -	\$ 347,625.00	8/5/2027
<b>Total</b>	<b>\$ 10,499,187.40</b>	<b>\$ 6,800,589.70</b>			<b>\$ 4,685,178.35</b>	<b>\$ 6,052,892.06</b>	

\*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  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ -	\$ -	\$ (58.56)	\$ (66.00)	\$ (7.44)	88.73%
Park Impact Fees	5450	\$ (218.40)	\$ -	\$ (218.40)	\$ -	\$ 218.40	0.00%
<b>Revenue</b>		<b>\$ 218.40</b>	<b>\$ -</b>	<b>\$ 276.96</b>	<b>\$ 66.00</b>	<b>\$ (210.96)</b>	<b>419.64%</b>
<b>Revenue Total</b>							
		<b>\$ 218.40</b>	<b>\$ -</b>	<b>\$ 276.96</b>	<b>\$ 66.00</b>	<b>\$ (210.96)</b>	<b>419.64%</b>
<b>Expense Total</b>							
		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

General Ledger  
Fund 50 CDBG Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Staffing Cost Recovery	5563	\$ -	\$ -	\$ -	\$ (42,428.00)	\$ (42,428.00)	0.00%
CDBG - Food Share	5577	\$ -	\$ -	\$ (10,441.30)	\$ -	\$ 10,441.30	0.00%
<b>Revenue</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,441.30</b>	<b>\$ 42,428.00</b>	<b>\$ 31,986.70</b>	<b>24.61%</b>
<b>Expense</b>							
<b>Personnel</b>							
Full Time Salaries	6100	\$ 116.88	\$ -	\$ 925.14	\$ 34,508.00	\$ 33,582.86	2.68%
Part-Time Salaries	6110	\$ 4,066.76	\$ -	\$ 7,795.80	\$ 5,333.00	\$ (2,462.80)	146.18%
Retirement	6120	\$ 541.32	\$ -	\$ 1,169.86	\$ -	\$ (1,169.86)	0.00%
Employee Insurance	6130	\$ -	\$ -	\$ 9.51	\$ -	\$ (9.51)	0.00%
Workers Compensation	6140	\$ 71.11	\$ -	\$ 175.93	\$ -	\$ (175.93)	0.00%
<b>Personnel</b>		<b>\$ 4,796.07</b>	<b>\$ -</b>	<b>\$ 10,076.24</b>	<b>\$ 39,841.00</b>	<b>\$ 29,764.76</b>	<b>25.29%</b>
<b>Expense</b>		<b>\$ 4,796.07</b>	<b>\$ -</b>	<b>\$ 10,076.24</b>	<b>\$ 39,841.00</b>	<b>\$ 29,764.76</b>	<b>25.29%</b>
<b>Revenue Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,441.30</b>	<b>\$ 42,428.00</b>	<b>\$ 31,986.70</b>	<b>24.61%</b>
<b>Expense Total</b>		<b>\$ 4,796.07</b>	<b>\$ -</b>	<b>\$ 10,076.24</b>	<b>\$ 39,841.00</b>	<b>\$ 29,764.76</b>	<b>25.29%</b>

### Ventura County Pool

Investment Name	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
<b>Ventura County Pool</b>	0.38%	0.36%	0.36%	0.33%	0.31%	0.32%	0.31%	0.30%	0.31%
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
<b>Ventura County Pool</b>	0.33%	0.38%	0.41%	0.56%	0.67%	0.87%	1.31%	1.60%	1.78%

- Rates are determined at the end of the month

### Local Agency Investment Fund (LAIF)

Investment Name	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
<b>Local Agency Investment Fund (LAIF)</b>	0.34%	0.32%	0.26%	0.33%	0.22%	0.21%	0.20%	0.20%	0.21%
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
<b>Local Agency Investment Fund (LAIF)</b>	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%	1.09%	1.28%	1.51%

### Pacific Western Bank

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

Pleasant Valley Recreation and Park District  
Quarterly Investment Report

Name Of Account	Fiscal Year 2022/2023												Total Interest Earned Since Purchased				
	Jul-22	Aug-22	Sep-22	Total 1ST Qtr. Of 2021-2022	Oct-21	Nov-21	Dec-21	Total 2ND Qtr. Of 2021-2022	Jan-22	Feb-22	Mar-22	Total 3RD Qtr. 2021-2022		Apr-22	May-22	Jun-22	Total 4TH Qtr. 2021-2022
LAF Capital #1301	\$ 4,744.69	\$ -	\$ -	\$ 4,744.69				\$ -				\$ -				\$ -	\$ 4,744.69
Ventura County Pool (Restricted -0241)	\$ 4,144.45	\$ -	\$ -	\$ 4,144.45				\$ -				\$ -				\$ -	\$ 4,144.45
457 Pension	\$ 2.56	\$ 2.54	\$ 2.25	\$ 7.35				\$ -				\$ -				\$ -	\$ 7.35
Assessment	\$ 36.34	\$ 34.90	\$ 32.26	\$ 103.50				\$ -				\$ -				\$ -	\$ 103.50
Capital	\$ 39.76	\$ 39.77	\$ 38.49	\$ 118.02				\$ -				\$ -				\$ -	\$ 118.02
Contingency	\$ 140.86	\$ 123.56	\$ 102.25	\$ 366.67				\$ -				\$ -				\$ -	\$ 366.67
Debt Service	\$ 8.71	\$ 6.06	\$ 4.46	\$ 19.23				\$ -				\$ -				\$ -	\$ 19.23
Quimby	\$ 130.65	\$ 294.37	\$ 227.38	\$ 652.40				\$ -				\$ -				\$ -	\$ 652.40
Park Impact Fees	\$ 29.28	\$ 29.28	\$ 28.34	\$ 86.90				\$ -				\$ -				\$ -	\$ -
<b>Total</b>	<b>\$ 9,277.30</b>	<b>\$ 530.48</b>	<b>\$ 435.43</b>	<b>\$ 10,243.21</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,156.31</b>

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

**TO: FINANCE COMMITTEE**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, MPA, CPRP, Administrative Analyst**

**DATE: October 19, 2022**

**SUBJECT: CONSIDERATION OF MISSION OAKS CELL TOWER  
LEASE**

**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 four additional five-year periods.

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

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

**FISCAL**

Over the 25-year life of this agreement, the District will receive \$1,899,053.42 in “monthly” rent. Plus, an upfront \$25,000 administrative fee.

### **STRATEGIC PLAN COMPLIANCE**

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

### **RECOMMENDATION**

Staff recommendation is the Finance Committee direct staff to have the lease agreement approved by both District and Eukon legal counsel, whereafter the agreement is to be brought to the District Board for approval.

### **ATTACHMENTS**

- 1) DRAFT License Agreement for Wireless Telecommunications Facility on District-Owned Private Property (44 Pages)

**License Agreement Between the Pleasant Valley Recreation & Park District  
and \_\_\_\_\_ 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 \_\_\_\_\_ (“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. \_\_\_\_\_ [Insert Recitals re history if this Agreement is following an old/expired agreement]

C. Licensee desires to license a portion of the Property to construct, install and operate a Wireless Telecommunications Facility (as defined herein).

D. \_\_\_\_\_ [Insert other recitals as necessary re location etc.]

**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. 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 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 on \_\_\_\_\_ (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 additional four (4) 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: Increased Monthly Rent = Current Monthly Rent x 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 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 five (5) 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 \_\_\_\_\_ ( ) months commencing on the date Licensee commences construction at the Property.

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. 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. 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. 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 reasonable 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 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's Risk Manager 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, 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. Licensee agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted 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) Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.
- (p) 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 Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (q) 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 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 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 five (5) 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 and compatible for Licensee's Wireless Telecommunications Facility. 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.
- 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. 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 employ the services of an independent RF Engineer to test RF emission levels attributable to the Wireless Telecommunications Facility and to certify Licensee’s compliance with this Section 28.11.
- 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.

**[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:

\_\_\_\_\_  
Dylan Gunning, District Clerk

APPROVED AS TO FORM:

**ALESHIRE & WYNDER, LLP**

\_\_\_\_\_  
Tiffany Israel, District Attorney

**LICENSEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:

Title:

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 \_\_\_\_\_, 2021 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

<b>CAPADISTRICT CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<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

**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 \_\_\_\_\_, 2021 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

<b>CAPADISTRICT CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<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**



DISH WIRELESS SITE NAME:  
**MISSION OAKS PARK**

DISH WIRELESS SITE NUMBER:  
**LALAX02057A - LIGHT POLE**

DISH WIRELESS SITE ADDRESS:  
**5501 MISSION OAKS BLVD.  
 CAMARILLO, CA 93012**

CODE COMPLIANCE	
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.	
1. 2019 CALIFORNIA ADMINISTRATIVE CODE	6. 2019 CALIFORNIA FIRE CODE
2. 2019 CALIFORNIA BUILDING CODE	7. ANY LOCAL BUILDING CODE AMENDMENTS
3. 2019 CALIFORNIA ELECTRIC CODE	8. CITY/COUNTY ORDINANCES
4. 2019 CALIFORNIA MECHANICAL CODE	9. ANSI/ISA-223 STRUCTURAL CODE
5. 2019 CALIFORNIA PLUMBING CODE	10. NFPA 780 - LIGHTNING PROTECTION CODE

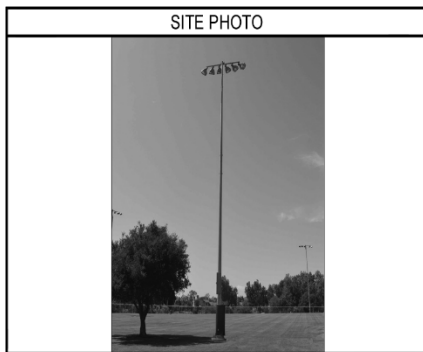
HANDICAP REQUIREMENTS:  
 FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, AND IS EXEMPTED FROM ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH 2019 CALIFORNIA BUILDING CODE SECTION 119-203.5

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL, IS REQUIRED AND NO COMMERCIAL STORAGE IS NEW.

SCOPE OF WORK
THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:
SCOPE OF WORK:
<ul style="list-style-type: none"> <li>EXISTING LIGHT POLE TO BE REMOVED AND REPLACED LIKE-FOR-LIKE</li> <li>INSTALL (N) ANTENNA BRACED ON NEW LIGHT POLE</li> <li>INSTALL (8) TALL SPORT ANTENNAS ON NEW LIGHT POLE</li> <li>INSTALL (6) RADIOS AT ANTENNAS</li> <li>INSTALL (1) SURGE SUPPRESSOR AT ANTENNAS</li> <li>INSTALL (1) HYBRID CABLE WITHIN EXISTING CONDUIT</li> </ul>
GROUND SCOPE OF WORK:
<ul style="list-style-type: none"> <li>INSTALL (2) EQUIPMENT CABINETS ON EXISTING SLAB</li> <li>INSTALL (1) H-FRAME W/ PPG AND TELCO CABINET</li> <li>INSTALL (1) GPS ANTENNA</li> <li>INSTALL (1) INSTALL (1) STEP-DOWN TRANSFORMER W/ DISCONNECT</li> <li>REUSE EXISTING 100A-400V METER PEDISTAL</li> <li>INSTALL (1) EMERGENCY GENERATOR CAB/BOX NEAR METER PEDISTAL</li> </ul>

SITE INFORMATION	PROJECT DIRECTORY
PROPERTY OWNER: PLEASANT VALLEY RECREATION	APPLICANT: DISH WIRELESS
ADDRESS: 5501 MISSION OAKS BLVD, CAMARILLO, CA 93012	16812 ARMSTRONG AVE, SUITE 200, IRVINE, CA 92606
TOWER TYPE: LIGHT POLE	(714) 961-9401
TOWER CO SITE ID: N/A	rajput.sarna@dsh.com
TOWER APP NUMBER: N/A	ROOFTOP MANAGER: N/A
COUNTY: VENTURA COUNTY	
LATITUDE (NAD 83): 34° 19' 28.70" N	SITE DESIGNER: ELIHO GROUP
LONGITUDE (NAD 83): 118° 59' 29.30" W	RICH BRUNET
ZONING JURISDICTION: CITY OF CAMARILLO	65 POST, SUITE 1000, IRVINE, CA 92618
ZONING DISTRICT: RRESU	(949) 553-8566
PARCEL NUMBER: 171-0-250-045	LEASING MANAGER: JERRY AMBROSE
OCCUPANCY TYPE: B	(805) 637-7427
CONSTRUCTION TYPE: V-B	planning.manager@jerryambrose.com
POWER COMPANY: SOUTHERN CALIFORNIA EDISON	CONSTRUCTION MANAGER: JERRY AMBROSE
TELEPHONE COMPANY: SPECTRUM	(805) 637-7427
	RF ENGINEER: CRAIG STANCIANO
	(925) 290-4928
	cmstanciano@dsh.com

SHEET INDEX	
SHEET	DESCRIPTION
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
LS-2	TOPOGRAPHIC SURVEY
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ANTENNA PLAN AND SCHEDULE
A-4	ELEVATIONS
A-5	ELEVATIONS
A-6	EQUIPMENT PLAN AND DETAILS



UNDERGROUND SERVICE ALERT  
 UTILITY NOTIFICATION CENTER OF CALIFORNIA  
 (800) 422-4133  
 WWW.CALIFORNIA811.ORG

CALL 24 HOURS DAILY UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

**GENERAL NOTES**

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL, IS REQUIRED AND NO COMMERCIAL STORAGE IS NEW.

IF CONTRACTOR ENCOUNTERS CONDITIONS IN FIELD EITHER UNFORESEEN OR IN SOME MANNER IN CONFLICT WITH THESE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE REGISTERED DESIGN PROFESSIONAL OF SUCH CONDITIONS IN WRITING AND SHALL ACKNOWLEDGE ANY WORK DONE OUTSIDE OF JURISDICTIONAL PERMITTED PLANS IS DONE AT CONTRACTORS OWN RISK.

**11"x17" PLOT IS HALF SCALE UNLESS OTHERWISE NOTED**

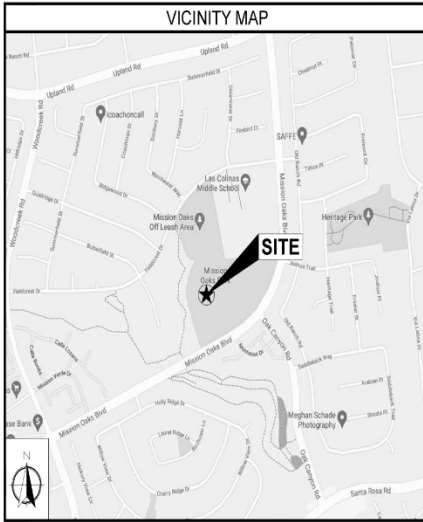
FULL SIZE = 24"x36" ANY OTHER SIZE PRINT IS NOT ORIGINAL SCALE

ALL INDICATED DIMENSIONS SHALL TAKE PRECEDENT OVER SCALED DIMENSIONS.

**DIRECTIONS**

DIRECTIONS FROM DISH WIRELESS OFFICE:

- TURN RIGHT ONTO ALTON PKWY
- TURN LEFT ONTO REBEL HILL AVE
- TURN RIGHT ONTO MAGNETER BLVD
- MERGE ONTO CASE 5 TOWARD NEWPORT BEACH
- MERGE ONTO LANE 10 IN VILLAGE
- MERGE ONTO US-101 N IN EXIT 508 TOWARD VENTURA
- TAKE THE SANTA ROSA RD / PLEASANT VALLEY RD EXIT, EXIT 52
- TURN RIGHT ONTO SANTA ROSA RD
- TURN LEFT ONTO OAK CANYON RD
- TURN LEFT ONTO MISSION OAKS BLVD
- 5501 MISSION OAKS BLVD, CAMARILLO, CA 93012 IS ON THE RIGHT



16812 ARMSTRONG AVE  
 SUITE 200  
 IRVINE, CA 92606

an SFC Communications, Inc. Company

65 POST, SUITE 1000  
 IRVINE, CA 92618  
 TEL: (949) 553-8566  
 www.eukongroup.com

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY	UTILITIES CHECKED BY	ASE CHECKED BY
KP	GD	RB

RFDS REV #: 0

**ZONING DRAWINGS**

SUBMITTALS

REV	DATE	DESCRIPTION
0	08/29/21	90% ZONING DRAWINGS
1	08/14/21	100% ZONING DRAWINGS
2	10/29/21	CLIENT COMMENTS
3	07/06/22	PLANNING COMMENTS

DISH WIRELESS PROJECT INFORMATION

**MISSION OAKS PARK**  
**LALAX02057A**  
 5501 MISSION OAKS BLVD  
 CAMARILLO, CA 93012

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**

EXHIBIT B  
 Licensed Premises and Site Plans



REV.	DATE	DESCRIPTION
2	10/1/2021	FIN. SURVEY
1	07/25/2021	PRELIMINARY SHEET

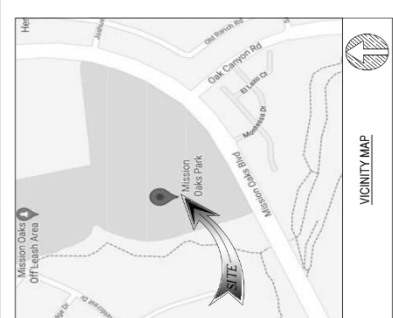
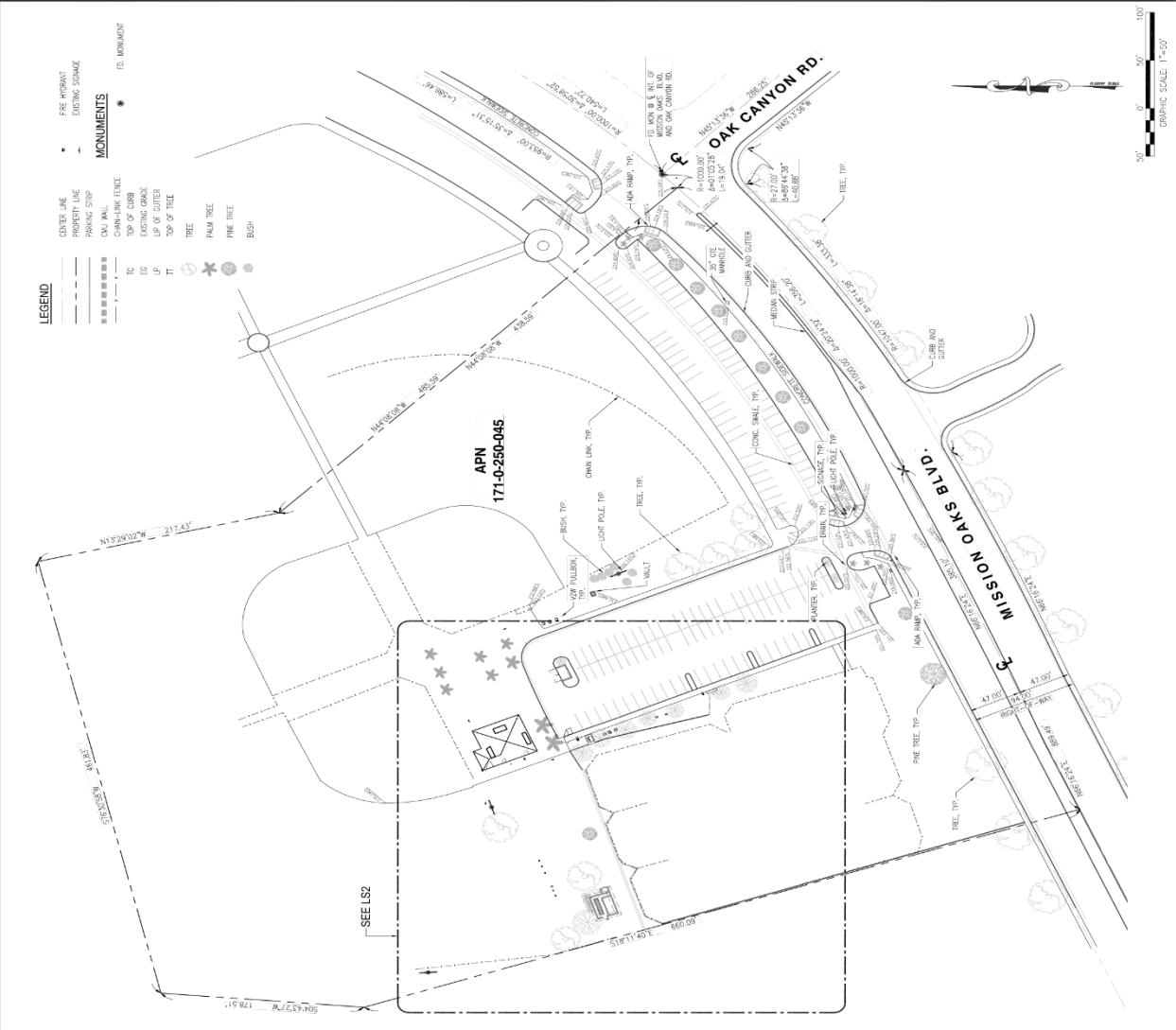
ISSUED DATE:  
**AUGUST 15, 2021**

ISSUED FOR:  
**FINAL SURVEY**



PROJECT INFORMATION:  
**LALAX2057A**  
**5501 MISSION OAKS BLVD.,**  
**CAMARILLO, CA 93012**

DATE: 7/16/21  
BY: [Signature]  
CHECKED BY: [Signature]  
SHEET TITLE:  
**TOPOGRAPHIC SURVEY**  
SHEET NUMBER:  
**LS-1**



APN  
171-0-250-045

SITE ADDRESS  
5501 MISSION OAKS BLVD, CAMARILLO, CA 93012

TITLE REPORT  
TITLE REPORT WAS PREPARED BY FIRST TITLE NATIONAL, TITLE & CLOSING CORPORATION, 1000 CALIFORNIA ST, SUITE 200, CARLSBAD, CA 92008 (VTS/M)

BASIS OF BEARING  
BEARINGS SHOWN THEREON ARE BASED UPON U.S. STATE PLANE WADSWORTH TRANSVERSE MERCATOR (TM) COORDINATE SYSTEM, ZONE 12N, CONTAINING 27.745 METER BENCHMARK.

BENCHMARK  
ELEVATIONS ARE BASED ON CP814 (CPS3) NETWORK BROADCAST COORDINATES.

FLOODZONE  
SITE IS LOCATED IN FLOOD ZONE 'X' AS PER FEMA MAP NO. 08110C010E EFFECTIVE DATE 01/29/2019.

LEGAL DESCRIPTION  
BEARING AND DISTANCE OF THE CENTER LINE OF MISSION OAKS BLVD AS SHOWN IN BOOK 17, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEARING AND DISTANCE OF THE CENTER LINE OF MISSION OAKS BLVD AS SHOWN IN BOOK 17, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEARING AND DISTANCE OF THE CENTER LINE OF MISSION OAKS BLVD AS SHOWN IN BOOK 17, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEARING AND DISTANCE OF THE CENTER LINE OF MISSION OAKS BLVD AS SHOWN IN BOOK 17, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEARING AND DISTANCE OF THE CENTER LINE OF MISSION OAKS BLVD AS SHOWN IN BOOK 17, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

**LEGEND**

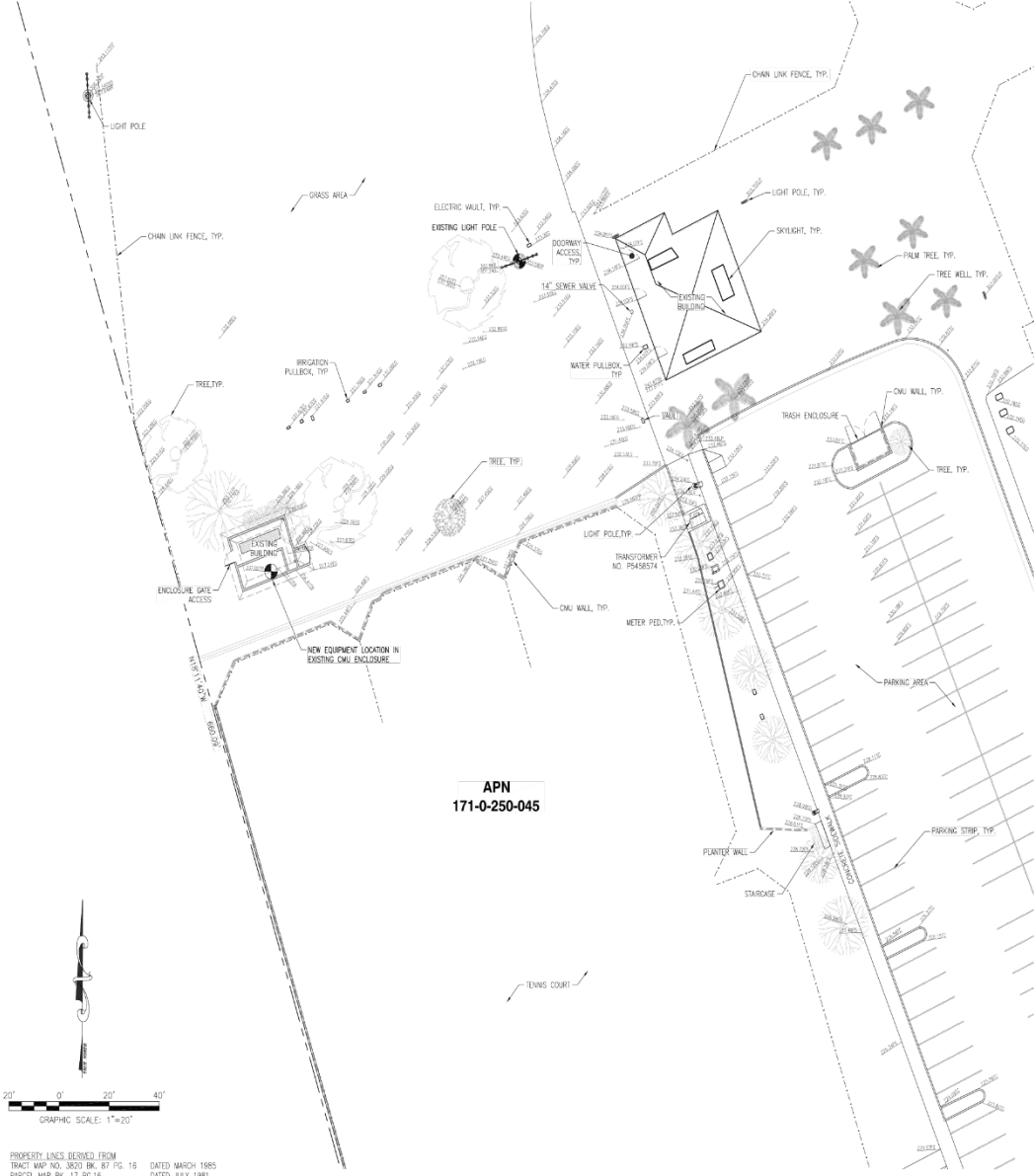
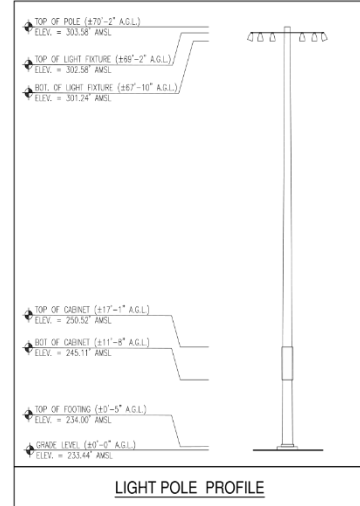
- CENTER LINE
- - - PROPERTY LINE
- . - . CHAIN-LINK FENCE
- ▣ CMU WALL
- TC TOP OF CURB
- EG EXISTING GRADE
- LP UP OF CUTTER
- TF TOP OF FOOTING
- TL TOP OF LIGHT FIXTURE
- TBP TOP OF BASE PLATE
- TT TOP OF TREE
- TR TOP OF ROOF RIDGE
- TRC TOP OF CHAIN ROOF
- TFP TOP OF FENCE POST
- TP TOP OF POLE
- TA TOP OF GPS ANTENNA
- TB TOP OF BUILDING
- TRD TOP OF RADOME
- BR BOTTOM OF RADOME
- ☉ TREE
- ✱ PALM TREE
- FINE TREE
- BUSH

**COORDINATES**

- EXISTING LIGHT POLE**
- LATITUDE: 34°15'55.70"N (34.232164)
  - LONGITUDE: 118°56'29.37"W (118.91472)
- NEW EQUIPMENT LOCATION WITHIN EXISTING CMU ENCLOSURE**
- LATITUDE: 34°15'54.74"N (34.231872)
  - LONGITUDE: 118°56'30.47"W (118.91797)

**NOTES:**

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP. THE PROPERTY LINES AND EASEMENTS SHOWN HEREON ARE FROM RECORD INFORMATION AS NOTED HEREON. CELLSITE CONCEPTS TRANSLATED THE TOPOGRAPHIC SURVEY TO RECORD INFORMATION USING FLOOD MONUMENTS SHOWN HEREON. THE LOCATION OF PROPERTY LINES SHOWN HEREON ARE APPROXIMATE AND FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT TO BE RELIED UPON AS THE ACTUAL BOUNDARY LINES.
2. ANY CHANGES MADE TO THE INFORMATION ON THIS PLAN, WITHOUT THE WRITTEN CONSENT OF CELLSITE CONCEPTS, RELIEVES CELLSITE CONCEPTS OF ANY AND ALL LIABILITY.
3. THE HEIGHTS AND ELEVATIONS FOR THE TREES, BUSHES AND OTHER LIVING PLANTS SHOWN HEREON SHOULD BE CONSIDERED APPROXIMATE (+/-) AND ONLY FOR THE DATE OF THIS SURVEY. THEY ARE PROVIDED AS A GENERAL REFERENCE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
4. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED & SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF THE SURVEYOR PRIOR TO COMMENCEMENT OF ANY WORK.
5. FIELD SURVEY COMPLETED ON MAY 18, 2021



**dish wireless.**  
1812 AMORNING RD  
SUITE 203  
IRVINE, CA 92614

**Eukon**  
an SFC Communications, Inc. Company  
85 POST SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
www.eukongroup.com

**esite concepts**  
1885 VAN DEL CANTO CT, SUITE 318  
SAN DIEGO, CA 92127  
tel: (619) 432-4112 / (619) 432-4237

REV	DATE	DESCRIPTION
2	08/15/2021	FINAL SURVEY
1	05/25/2021	PRELIMINARY SURVEY

ISSUED DATE: **AUGUST 15, 2021**

ISSUED FOR: **FINAL SURVEY**

LICENSE: **RATI V. HANNA**  
*Rati Hanna*  
L.S. 8780  
Exp. 12/31/22  
08/15/21  
STATE OF CALIFORNIA

PROJECT INFORMATION:  
**LALAX02057A**  
5501 MISSION OAKS BLVD.,  
CAMARILLO, CA 93012

DRAWN BY: \_\_\_\_\_ VNS  
CHECKED BY: \_\_\_\_\_ RH

SHEET TITLE: **TOPOGRAPHIC SURVEY**

SHEET NUMBER: **LS-2**

**dish**  
wireless.  
1812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606

**Eukon**  
an SFC Communications, Inc. Company  
65 POST SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8666  
www.eukongroup.com

NOT FOR  
CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON  
UNLESS THEY ARE ACTING UNDER THE DIRECTION  
OF THE REGISTERED PROFESSIONAL ENGINEER  
TO ALTER THIS DOCUMENT.

DRAWN BY:	UTLITIES	CHECKED BY:	ASE
RP	GD	RB	RB
REDS REV#	0		

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
0	08/28/11	ISSUE ZONING DRAWINGS
1	09/14/11	100% ZONING DRAWINGS
2	10/20/11	CLIENT COMMENTS
3	07/06/12	PLANNING COMMENTS

DISH WIRELESS PROJECT INFORMATION  
**MISSION OAKS PARK**  
LALAX02057A  
8501 MISSION OAKS BLVD  
CAMPARILLO, CA 93012

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**A-1**



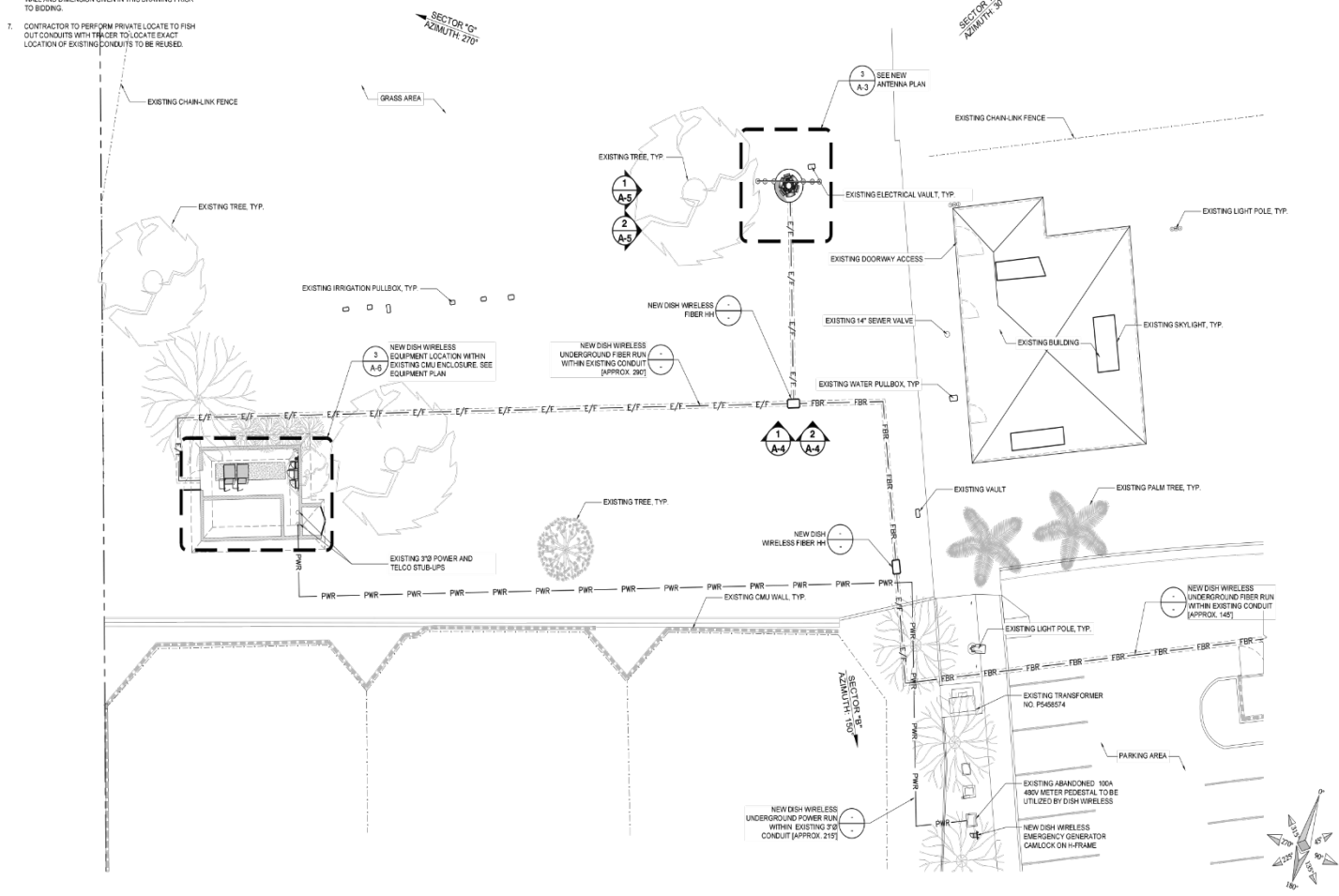
- NOTES:**
1. IF DIMENSIONS SHOWN ON PLAN DO NOT SOME CORRECTLY, CHECK FOR REVISIONS AND CORRECT FROM THE PLAN.
  2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  3. CONTRACTOR SHALL MAINTAIN A 6" MINIMUM SEPARATION BETWEEN THE NEW POLE, UNDERGROUND CONDUIT AND EXISTING POLE AND WATER TIGHT SEAL AT EXTERIOR WALLS.
  4. ALL CONDUIT PENETRATIONS THROUGH EXISTING WALLS MUST MAINTAIN 6" MINIMUM SEPARATION FROM EXISTING CONDUIT THROUGH WATER TIGHT SEAL AT EXTERIOR WALLS.
  5. CONTRACTOR SHALL ACCURATELY LOCATE ALL EXISTING REINFORCING BY ANY OF EQUIVALENT METHODS. NO REBAR OR TENDONS SHALL BE CUT OR DAMAGED. ALL REBAR OR TENDONS SHALL BE PROTECTED BY A MINIMUM OF 2" OF CONCRETE. ALL TENDONS SHALL BE ENTIRELY AT THE EXPENSE OF THE CONTRACTOR.
  6. PROVIDE SLEEVES AND/OR CONDUIT SUPPORT WHERE CONDUIT ROUTES ARE SHOWN TYP.
  7. COORDINATE AND VERIFY EXISTING ROOF/UMBRELLA PRIOR TO INSTALLATION/MODIFICATIONS.
  8. AN ACCESS RY SHALL BE PROVIDED TO THE CITY FIRE DEPARTMENT AND PLACED IN THE INDEX BOX LOCATED ON BUILDING SITE. CFC.
  9. ALL BACKWAYS ROUTING ARE SCHEMATIC. SUBCONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS SO THAT ACCESS TO EQUIPMENT IS NOT IMPERED.
  10. THIS SITE PLAN IS NOT INTENDED TO BE A LAND SURVEY.



SITE PLAN



- NOTES:**
- IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
  - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  - CONTRACTOR SHALL MAINTAIN A 10' MINIMUM SEPARATION BETWEEN THE NEW GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
  - CONTRACTOR TO VERIFY WITH DISH WIRELESS C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.
  - UTILITY RUBBER MAT TO BE INSTALLED UNDER ALL DISH WIRELESS EQUIPMENT THAT IS RESTING ON OR AFFIXED TO ROOF MEMBRANE.
  - NEW TRIP PARAPET WALL TO BE CONSTRUCTED AS A MATERIAL REPLACEMENT ONLY WITH NO CHANGES ON PHYSICAL SHAPE/DESIGN AGAINST THE PARAPET WALL. CONTRACTOR TO VERIFY EXISTING PARAPET WALL AND DIMENSION GIVEN IN THIS DRAWING PRIOR TO BIDDING.
  - CONTRACTOR TO PERFORM PRIVATE LOCATE TO FISH OUT CONDUITS WITH FIBER TO LOCATE EXACT LOCATION OF EXISTING CONDUITS TO BE REUSED.



ENLARGED SITE PLAN



**dish wireless.**

16812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606

**Eukon**  
an SFC Communications, Inc. Company

65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
[www.eukongroup.com](http://www.eukongroup.com)

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	UTILITIES CHECKED BY:	ASE CHECKED BY:
KP	GD	RB

RFDS REV# 0

**ZONING DRAWINGS**

**SUBMITTALS**

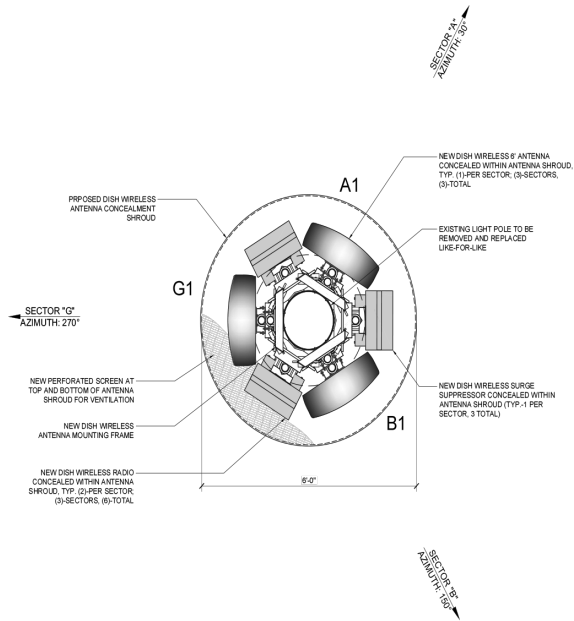
REV	DATE	DESCRIPTION
0	09/28/21	50% ZONING DRAWINGS
1	09/14/21	100% ZONING DRAWINGS
2	10/20/21	CLIENT COMMENTS
3	07/08/22	PLANNING COMMENTS

DISH WIRELESS PROJECT INFORMATION  
**MISSION OAKS PARK**  
**LALAX02057A**  
5501 MISSION OAKS BLVD.  
CAMARILLO, CA 93012

SHEET TITLE  
**ENLARGED SITE PLAN**

SHEET NUMBER  
**A-2**

- NOTES:**
1. IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
  2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  3. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFD'S FOR ALL RF DETAILS.



ANTENNA PLAN

SCALE 3/4"=1'-0"

3

NOT USED

SCALE NONE

2

SECTOR	POSITION	ANTENNA							TRANSMISSION CABLE			
		EXISTING OR NEW	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxWxD)	AZIMUTH	RAD CENTER	MECH TILT	ELEC TILT	COAX QTY. AND LENGTH	HYBRID QTY. AND LENGTH	
ALPHA	A1	NEW	MANUF. -XXXX	NR	72.4" x 26.7" x 7.7"	30°	56'-0"	--	--	--	(1) HIGH-CAPACITY HYBRID CABLE (600' LONG)	
	A2	--	--	--	--	--	--	--	--	--	--	
	A3	--	--	--	--	--	--	--	--	--	--	
BETA	B1	NEW	MANUF. -XXXX	NR	72.4" x 26.7" x 7.7"	150°	56'-0"	--	--	--	--	
	B2	--	--	--	--	--	--	--	--	--	--	
	B3	--	--	--	--	--	--	--	--	--	--	
GAMMA	G1	NEW	MANUF. -XXXX	NR	72.4" x 26.7" x 7.7"	270°	56'-0"	--	--	--	--	
	G2	--	--	--	--	--	--	--	--	--	--	
	G3	--	--	--	--	--	--	--	--	--	--	
SECTOR		POSITION	EXISTING OR NEW	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	DIAMETER	AZIMUTH	RAD CENTER	MECH TILT	ELEC TILT	COAX QTY. AND LENGTH	HYBRID QTY. AND LENGTH
DELTA		MW1	--	--	--	--	--	--	--	--	--	--
SECTOR		POSITION	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	QUANTITY	MANUFACTURER - MODEL NUMBER	NOTES:					
ALPHA		A1	MANUF. -XXXX	MULTIBAND	2	MANUF. -XXXX	1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFD'S FOR ALL RF DETAILS.					
ALPHA		A2	--	--	--	MANUF. -XXXX	2. ANTENNA AND RFR MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE NEW DESIGN AND STRUCTURAL ANALYSES.					
ALPHA		A3	--	--	--	--	3. NO RFR STRUCTURAL CROSS MEMBERS SHALL TRANSITION ACROSS ANTENNA FACES IN ALL LOCATIONS.					
BETA		B1	MANUF. -XXXX	MULTIBAND	2	--						
BETA		B2	--	--	--	--						
BETA		B3	--	--	--	--						
GAMMA		G1	MANUF. -XXXX	MULTIBAND	2	--						
GAMMA		G2	--	--	--	--						
GAMMA		G3	--	--	--	--						

ANTENNA SCHEDULE

SCALE NONE

1



16812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606



an SFC Communications, Inc. Company  
65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
www.eukongroup.com

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: UTILITIES CHECKED BY: ASE CHECKED BY:

KP GD RB

RFD'S REV # 0

ZONING DRAWINGS

SUBMITTALS

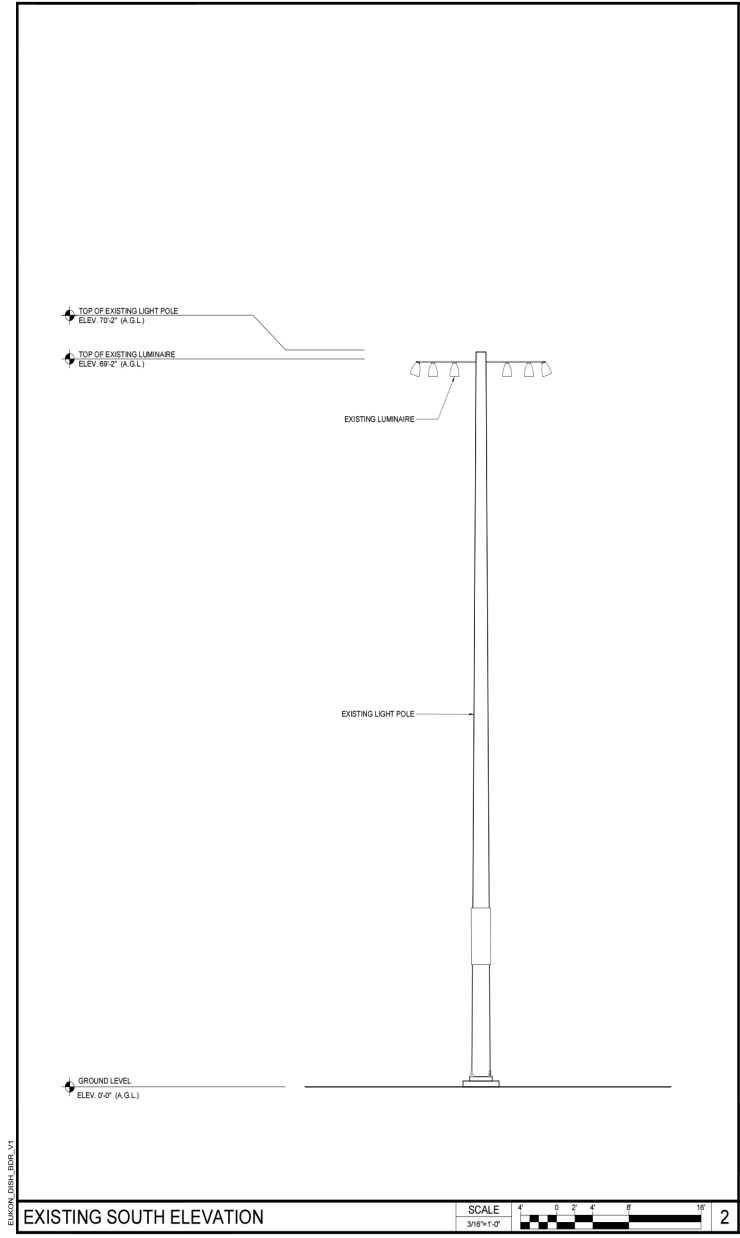
REV	DATE	DESCRIPTION
0	06/28/21	80% ZONING DRAWINGS
1	08/14/21	100% ZONING DRAWINGS
2	10/20/21	CLIENT COMMENTS
3	07/06/22	PLANNING COMMENTS

DISH WIRELESS PROJECT INFORMATION  
**MISSION OAKS PARK**  
LALAX02057A  
5501 MISSION OAKS BLVD.  
CARMARILLO, CA 93012

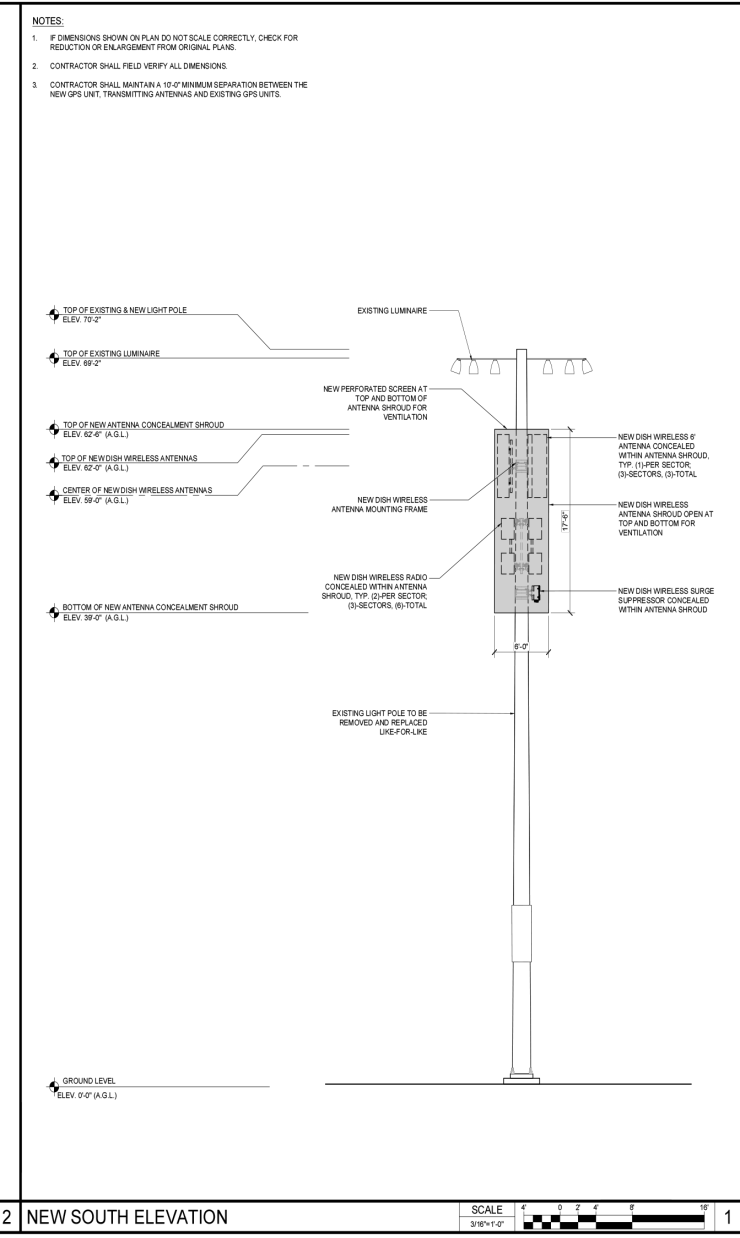
SHEET TITLE  
**ANTENNA PLAN AND SCHEDULE**

SHEET NUMBER

**A-3**



EXISTING SOUTH ELEVATION



NEW SOUTH ELEVATION



- NOTES:
- IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
  - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  - CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE NEW GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.

**dish**  
wireless.

16812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606

**Eukon**  
an SFC Communications, Inc. Company

65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
www.eukongroup.com

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	UTILITIES CHECKED BY:	ASE CHECKED BY:
KP	GD	RB

RFDS REV #: 0

**ZONING DRAWINGS**

SUBMITTALS

REV	DATE	DESCRIPTION
0	09/29/21	90% ZONING DRAWINGS
1	09/14/21	100% ZONING DRAWINGS
2	10/29/21	CLIENT COMMENTS
3	07/09/22	PLANNING COMMENTS

DISH WIRELESS PROJECT INFORMATION

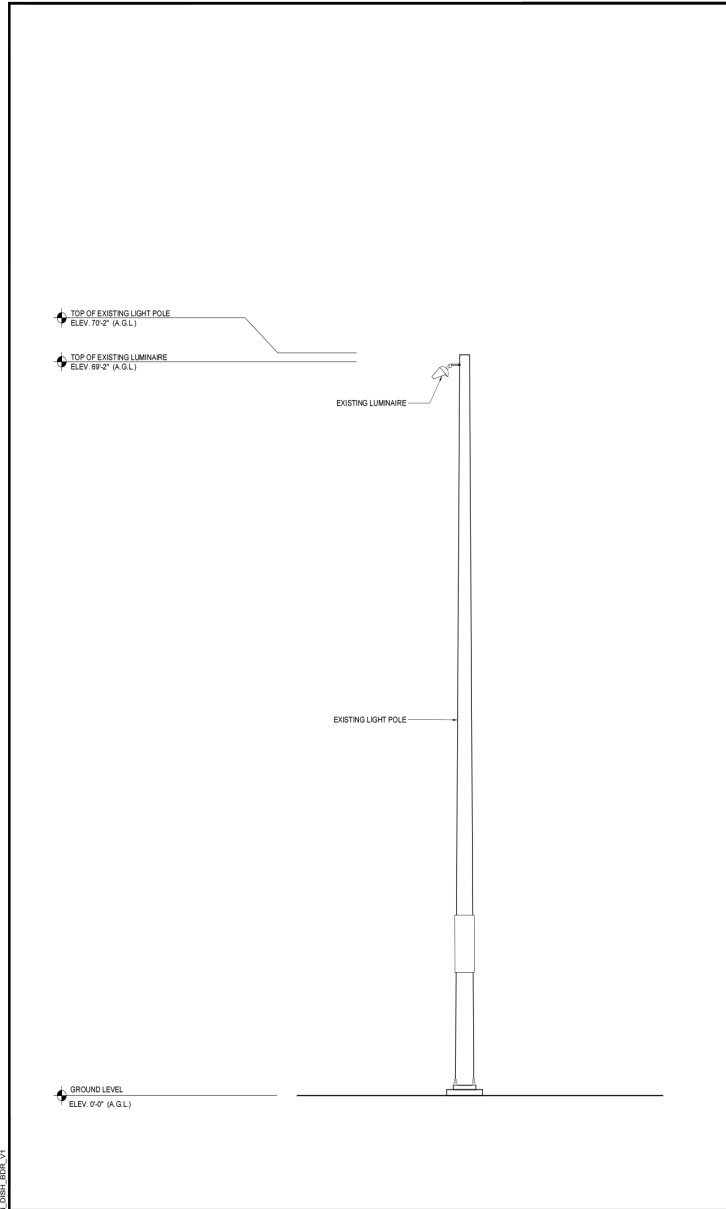
**MISSION OAKS PARK**  
LALAX02057A  
5501 MISSION OAKS BLVD.  
CAMARILLO, CA 93012

SHEET TITLE

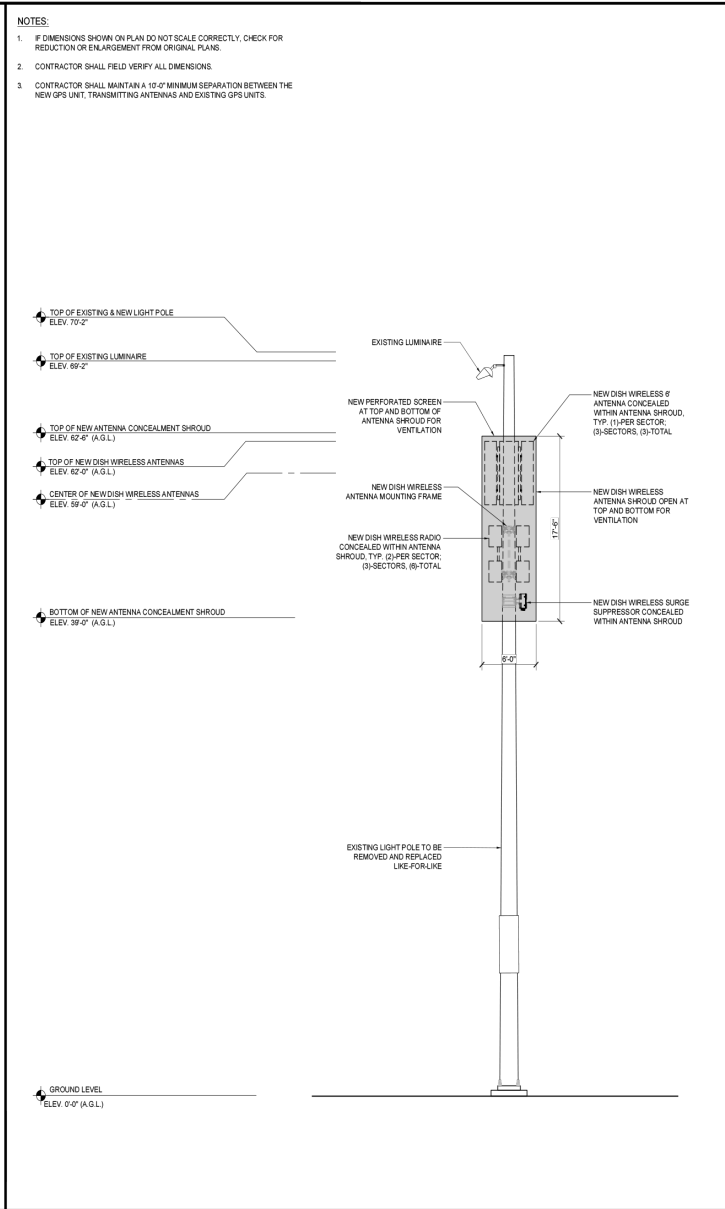
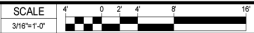
**ELEVATIONS**

SHEET NUMBER

**A-4**



EXISTING WEST ELEVATION



NEW WEST ELEVATION



**dish**  
wireless.

16812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606

**Eukon**  
an SFC Communications, Inc. Company

65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
www.eukongroup.com

NOT FOR  
CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	UTILITIES CHECKED BY:	ASE CHECKED BY:
KP	GD	RB
RFDS REV #:		0

**ZONING DRAWINGS**

SUBMITTALS

REV	DATE	DESCRIPTION
0	08/29/21	90% ZONING DRAWINGS
1	09/14/21	100% ZONING DRAWINGS
2	10/20/21	CLIENT COMMENTS
3	07/09/22	PLANNING COMMENTS

DISH WIRELESS PROJECT INFORMATION

**MISSION OAKS PARK**

**LALAX02057A**

5501 MISSION OAKS BLVD.  
CAMARILLO, CA 93012

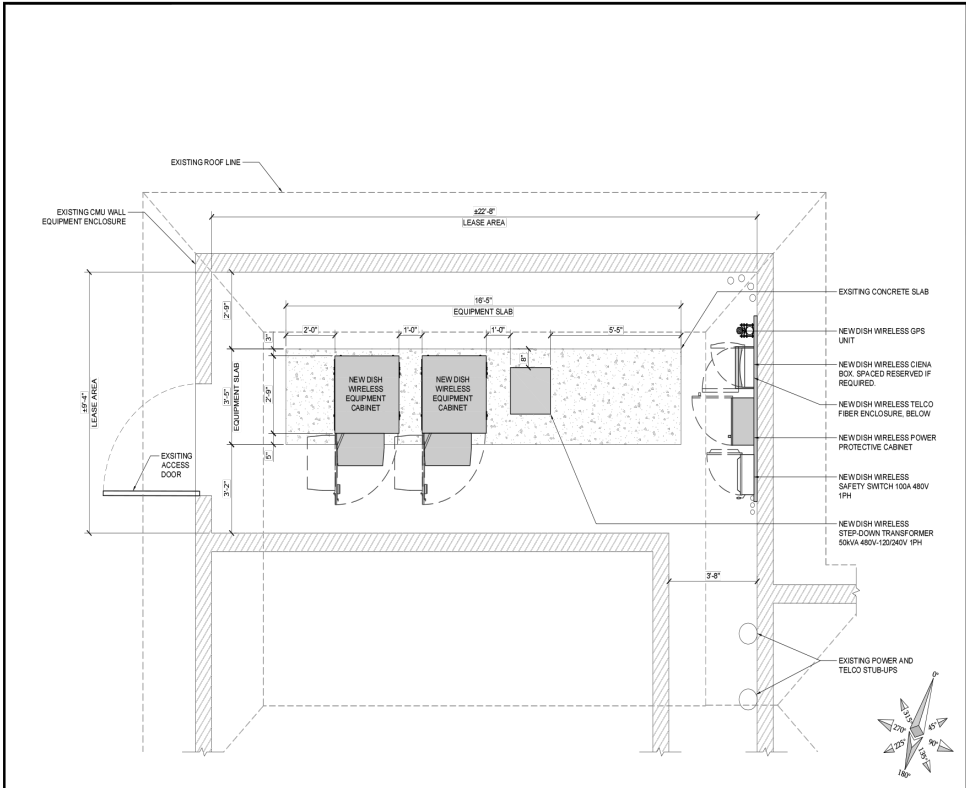
SHEET TITLE

**ELEVATIONS**

SHEET NUMBER

A-5

EUKON\_2024\_0829\_V1



EQUIPMENT PLAN

SCALE 1"=1'-0" 3

NOT USED

SCALE NONE 4

NOT USED

SCALE NONE 2

NOT USED

SCALE NONE 1

**dish**  
wireless.  
16812 ARMSTRONG AVE  
SUITE 200  
IRVINE, CA 92606

**Eukon**  
an SFC Communications, Inc. Company  
65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 553-8566  
www.eukongroup.com

NOT FOR  
CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON,  
UNLESS THEY ARE ACTING UNDER THE DIRECTION  
OF THE LICENSED PROFESSIONAL ENGINEER,  
TO ALTER THIS DOCUMENT.

DRAWN BY:	UTILITIES CHECKED BY:	ASE CHECKED BY:
KP	GD	RB

RFDS REV # 0

**ZONING  
DRAWINGS**

SUBMITTALS		
REV	DATE	DESCRIPTION
0	09/28/21	90% ZONING DRAWINGS
1	09/14/21	100% ZONING DRAWINGS
2	10/20/21	CLIENT COMMENTS
3	07/08/22	PLANNING COMMENTS

DISH WIRELESS PROJECT INFORMATION  
**MISSION OAKS PARK**  
LALAX02057A  
5501 MISSION OAKS BLVD.  
CAMARILLO, CA 93012

SHEET TITLE  
**EQUIPMENT PLAN  
AND DETAILS**

SHEET NUMBER  
**A-6**

© 2022 DISH WIRELESS, L.P.

**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 \_\_\_\_\_, 20\_\_\_\_\_, and is executed by the PLEASANT VALLEY RECREATION and PARK DISTRICT a California Special District (“**District**”), and \_\_\_\_\_ (“**Licensee**”).

**RECITALS**

A. Licensee and District have entered into that certain Agreement for Installation and Use of Telecommunications Antennas and Supporting Equipment at \_\_\_\_\_[insert location]\_\_\_\_\_ (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: \_\_\_\_\_. 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) four (4) 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:**

DISTRICT OF \_\_\_\_\_,  
a California municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
District Manager

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
District Attorney

**LICENSEE :**

\_\_\_\_\_ [insert company  
name]

By: \_\_\_\_\_ Name:

Title:

Date: \_\_\_\_\_

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

**TO: FINANCE COMMITTEE**

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

**DATE: OCTOBER 19, 2022**

**SUBJECT: CONSIDERATION OF SWITCHING RETIREMENT  
CONTRIBUTIONS FOR PART TIME EMPLOYEES  
FROM DISTRICT RUN 457 TO SOCIAL SECURITY**

**SUMMARY**

Currently, the District pays into a district run 457 retirement plan for part time employees. Staff recommends switching contributions from the 457 plan to the Federal Social Security program.

**BACKGROUND**

On July 1, 1963, Pleasant Valley Recreation and Park District entered into a Section 218 agreement with the State of California to provide Social Security coverage for full time employees. When the agreement was signed, part time employees were listed as an exempt class from Social Security coverage. At the time, employees not covered under Social Security were not explicitly required to have equivalent retirement coverage provided by their employer.

Section 3121 of the Internal Revenue Code was eventually amended in 1990. This section clarified that all employees must either be covered by Social Security, or a comparable employer provided pension. This pension must provide an annuity that must equal the same value the employee would receive if they were in the Social Security program. In addition, contributions to the District pension account must be 7.5%. This applies to all the District's part time employees.

Currently, there are 5 employees receiving annual benefits from the District run 457, with an annual payout of \$6,870.64. In addition to the 5 employees receiving benefits, we currently have over 250 employees attached to the 457 plan.

**ANALYSIS**

District staff currently spend around 35-40 a year minimum on ensuring the requirements of the Internal Revenue Code are being fulfilled. This includes the time necessary to track each part time employee, as well as issuing checks as necessary.

Additionally, the District is required to contribute 7.5% of part time earnings to the pension account. This is 1.2% more than what the district would contribute if part time employees were enrolled in Social Security, which is a 6.2% contribution rate.

Currently, because part time employees are not reported on our Social Security reports, they do not receive Social Security credit for their service. This means that employees who work part time for the District who then move on to work a job covered by Social Security, will see those years worked with the district as \$0 in earnings when calculating Social Security average monthly earnings, resulting in lower payments. For example, a part time employee who works for the District for three years, will need 38 instead of 35 years of service for maximum retirement payments.

### **FISCAL IMPACT**

Switching part time employees to Social Security instead of the District provided 457 would save the district 1.2% of part time wages. In calendar year 2021, the district paid \$275,058.18 in part time wages. This resulted in a required contribution to the 457 account of \$20,629.36. However, if these employees were covered under Social Security, the contribution would only be \$17,053.61, a savings of \$3,575.76.

In addition, the District would save on time spent ensuring compliance, updating 457 contributions, and other necessary tasks. This time spent would allow for staff to engage in more projects during the year.

The District would also limit liability for future retiree payouts. The district is mandated to payout retirees until death, which requires the district to ensure the 457 is properly funded. By switching to Social Security, the District would have a better ability to ensure future solvency.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

### **RECOMMENDATION**

It is the staff's recommendation the committee forward to full board to approve switching part time employee contributions from the District run 457 to Social Security. The timeline for this switch should the full board approve has three possibilities:

1. The first payroll after board approval
2. The beginning of the next calendar year after board approval
3. The beginning of the next fiscal year after board approval

Staff recommendation is option 2, the beginning of the next calendar year.