

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
December 2, 2021**

Please Note: Under current orders from the Ventura County Health Officer, all individuals, (whether vaccinated or unvaccinated) are required to wear a face covering at all times in indoor public settings and businesses. PVRPD thanks you for your cooperation and understanding.

5:00 P.M. CLOSED SESSION

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

1) Conference with Labor Negotiations

The Board will conduct a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721.

C. Reconvene into Regular Meeting

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #696

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

6. PRESENTATIONS

A. FT Employee Recognition

B. 2022 Programming Calendar

7. PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.

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

A. Minutes for Special Board Meetings of October 28, 2021 and November 4, 2021 and Regular Board Meeting of November 4, 2021

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before October 31, 2021

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for October 2021.

D. Consideration and Adoption of Resolution No. 694 Requesting a Loan from the Capital Account to the General Fund Account

Staff is requesting the Board to approve a temporary loan from Capital to the General Fund to help cover payroll and accounts payable expenses until the tax apportionment is received.

9. NEW ITEMS – DISCUSSION/ACTION

A. Las Posas Equestrian Park Report

The District is approaching the end of this agreement and is exploring options regarding the status of the Park with the District.

Suggested Actions: Provide direction and next steps.

B. Consideration and Approval of the Purchase of New Playground and Restroom at Arneill Ranch Park

On October 28, 2021, the Board voted to allocate Proposition 68 Per Capita Program Grant funds towards the replacement of the current playground and bathroom structure at Arneill Ranch Park.

Suggested Actions: A MOTION to approve and authorize the General Manager to enter into agreements with:

1. Great Western Recreation for the purchase and installation of a new playground at Arneill Ranch Park in the amount of three hundred and thirteen thousand six hundred and forty-two dollars and sixty-eight cents (\$313,642.68) and;
2. the Public Restroom Company for the purchase and installation of a new modular restroom facility in the amount of one hundred fifty-seven thousand eight hundred and ninety dollars (\$157,890.00).

C. Consideration and Approval of a Professional Services Agreement with Lauterbach & Associates Architects Inc. for the Design and Construction Plans for the Freedom Park Pickleball Complex

As part of the FY 2021/2022 budgeting process, the Board approved a budget allocation of \$1.4M in Quimby fees for the Freedom Park pool pickleball conversion project.

Suggested Action: A MOTION to approve and authorize the General Manager to enter into a professional services agreement between the District and Lauterbach & Associates Architects, Inc. for the design and construction plans for the Freedom Park Pickleball Complex not to exceed \$125,178.

D. Consideration and Selection of Service Provider for a Five-Year Lease on a Color Copier

The District is reaching the end of a 5-year lease of its color copier with Konica Minolta Business Solutions for printing services at the Administration Building.

Suggested Action: A MOTION to approve and authorize the General Manager to enter into an agreement with Konica Minolta Business Solutions for a 5-year copier lease with the One Rate printing model.

E. Rescind Resolution No. 532 and Adopt Resolution No. 695 Board of Directors Decorum and Norms Policy for Elected Officials

The proposed policy is intended to set forth clarification of best practices for Board conduct of civic affairs.

Suggested Action: A MOTION to rescind Resolution No. 532 and adopt Resolution No. 695 Board of Directors Decorum and Norms Policy for Elected Officials or discuss and direct staff to revise and bring the Policy back after addressing any needed revisions for formal Board approval at a later Board meeting.

F. Selection of Chair, Vice-Chair and Secretary for the 2022 Board of Directors

Every December the Board of Directors elects their officers for the next calendar year. New positions become effective immediately after voting and Board approval.

Suggested Actions: Receive nominations and select for Chair, Vice-Chair and Secretary for the 2022 District Board.

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

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board - Report
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members

11. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
October 28, 2021**

1. CALL TO ORDER - CLOSED SESSION

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:00 p.m. by Chairman Malloy.

2. CLOSED SESSION

A. Conference with Labor Negotiations

The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721. The Board reconvened into the open session at 6:10 p.m. with nothing to report.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

All present. Tiffany Israel, Doug Johnson and Jordan Roberts teleconferenced.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Analyst/Clerk of the Board Dylan Gunning, Customer Service Lead/Recording Board Secretary Karen Roberts, Recreation Supervisor Lanny Binney, Park Supervisor Nick Marienthal, Development Analyst Katlyn Simber-Clickener, Tyler Kyriopoulos, Valarie Grossman, Cory Dransfeldt, Doug McDowell, Libby Higgins, Jeremy Goldberg, Dave Rodriguez, Mike Mishler, Marcy Nunn, Sylvia Garcia and David Woodbury.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

6. OPEN COMMUNICATION/PUBLIC FORUM

Chairman Malloy received 8 public comment cards regarding Item 7.A.

7. PUBLIC HEARING

A. Public Hearing #4: Consideration of Proposed Maps for the District Voting Divisions and Election Sequencing Pursuant to Elections Code Section 10010 and 10650 and Adopt Resolution No. 693 Establishing By-Division Elections for the Board

General Manager Mary Otten introduced Doug Johnson, president of National Demographics Corporation (NDC) who via video conferencing, reviewed the districting process and the proposed maps. New maps presented were the Mishler 24 and Mishler 28 Maps, the Tan Map and the Major Roads Map.

Chairman Malloy called for public comments.

Valarie Grossman, a local resident stated that she was concerned about the rush of the redistricting process and lack of commitment to encourage more participation. She stated that the Tan Map would be the most fair to date.

Cory Dransfeldt stated that he supported the Tan Map and echoed Ms. Grossman's comments.

Doug McDowell stated that even with a 4th public meeting, the accessibility of the information was not very clear on the website. He asked for better information and wondered why there was not any camera so that the public could hear and provide input. The Tan Map is the only map in which board members have their own district. Mr. McDowell requested a delay in consideration so that more people could make comments.

Libby Higgins stated that there was a real lack of transparency because the public was only allowed to watch and listen to any public input at the televised October 6th regular board meeting. Ms. Higgins said that social media postings do not reach the general population of Camarillo and the decisions will impact the next 10 years. Ms. Higgins mentioned that Mr. Mishler who lost the most recent District election, created maps that place the 2 newest boardmembers in the same district.

David Woodbury of Camarillo reviewed that the District is in compliance with the law regarding compactness and contiguousness of interest groups across all of the maps. However, the Tan Map should be considered since each board member has their own district and new members will not be placed at risk of losing their districts.

Jeremy Goldberg stated that he wrote a letter to the *Camarillo Acorn* about the District waiting 6 months before addressing the redistricting process. He stated that the meeting was poorly run with no cameras, Zoom or remote access and half of the presented maps were from a past director. Mr. Goldberg stated that the directors are focused on personal agendas rather than the community and target colleagues that they do not like. Mr. Goldberg supports the Tan Map.

Dave Rodriguez of Las Posas Hills stated his concern about the rush job of districting process. He said that the Board may be exposed to litigation and needs a map that supports the voices and reaches the communities of color. Mr. Rodriguez said that the District should take the time to bring in the community members.

Mike Mishler stated that he and David Woodbury have attended all of the CVRA public input meetings so far. He stated that he has experience with maps through the process

with the City of Camarillo a couple of years ago. Mr. Mishler stated that his maps protect the Latino population more than the Tan Map.

Chairman Malloy stated that Karen Sher had provided an email in which she stated that she was in favor of the Tan Map,

PVRPD’s attorney Tiffany Israel stated that the Board is not violating the CVRA or the FVRA. She explained the process which began near the end of July 2021. The Board had to vote to approve the transition and then hold 5 public meetings with no maps able to be presented until the 3rd public meeting. The time requirement for the maps is that they have to be posted 7 days before any discussion can take place and then a map will have to be adopted by November 9, 2021 or the District will be sued on November 10.

Board discussion included: all maps meeting legal requirements, Mishler maps with Directors Dransfeldt and Roberts in the same voting division, request for a map that kept the Village at the Park community together, question on fair representation with board members who have been on the Board for several election cycles, clarity of the Major Roads Map, quest for maps that do not dilute the protected voting class, discussion of an additional map at the November 4th Special Board Meeting, no consideration of proposed development unless “sticks are in the ground” already, addressing more than the bare minimum; review of the CVAP (Citizen Voting Age Population) for best comparison and highest Latino percentage; and desire to wait on any votes until the November 4th meeting which is televised and will offer more community involvement.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to move consideration of the proposed maps to the November 4th, 2021 Special Board Meeting.

**Motion to
Delay Voting on
Maps until Nov
4th Meeting**

Voting was as follows:

Ayes: Roberts, Dransfeldt, Magner, Kelley, Chairman Malloy

Noes:

Absent:

Carried

Motion: Carried

The Board recessed for a break at 7:26 p.m. and reconvened at 7:36 p.m.

8. NEW ITEM

A. Dedication of Proposition 68 Per Capita Grant Funding Allocations

Administrative Analyst Jessica Puckett presented potential fiscal scenarios for the Board to consider regarding the dedication of Proposition 68 Per Capita Grant Funding allocations at Arneill Ranch Park. Tyler Kyriopoulos with GameTime was in the

audience for any questions. Board discussion included: GameTime’s 50-50 matching grant, ADA and inclusivity of playground options, restroom options, and completion dates of phases.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to 1) approve staff to apply for the 50-50 grant for GameTimes’s playment equipment Option #2 plus the Inclusive Whirl, 2) approve Public Restroom Company’s Option #1 - PS022 restroom and 3) with any balance from the Prop 68 Per Capita Grant Funding going to Phase 1 for irrigation.

Motion to Approve Prop 68 Grant Funds Towards Playground & Restroom at Arneill Park

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Roberts, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

9. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:17 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
November 4, 2021**

1. CALL TO ORDER

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:03 p.m. by Chairman Malloy.

2. PLEDGE OF ALLEGIANCE

Dylan Gunning the pledge.

3. ROLL CALL

All present. Doug Johnson and Tiffany Israel on Zoom.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Administrative Analyst/Clerk of the Board Dylan Gunning, Recreation Supervisor Lanny Binney, Ryan Dill, Joe Zimmerly, Gloria Miele, Ruth Luevanos, Jeremy Goldberg, Cory Dransfeldt, Doug McDowell, Libby Higgins, Nicole Wall, David Woodbury, Mike Mishler, Marcy Nunn, and Eric Storrie.

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve
Agenda as
Presented**

Voting was as follows:

Ayes: Magner, Roberts, Kelley, Dransfeldt, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

5. PRESENTATION

A. Foundation for Pleasant Valley Recreation & Parks

Development Analyst Katlyn Simber-Clickener presented some of the Community Partnerships involved with the Foundation activities and also for the District's Special Events. Specific activities this year are the Foundation's Winter Wonderland of Wreaths and the District's Easter Eggstravaganza, Movies in the Park, Senior Events, Summer Concert Series, Halloween in the Park, and the Christmas Parade. Also highlighted were the volunteers involved in the programs and the Friday Food Distribution which has started up again.

Chairman Malloy paused the regular meeting at 6:14 p.m. and opened the Special Board Meeting. (Minutes submitted in a separate document.)

After the adjournment of the Special Board Meeting at 7:51 p.m., the Regular Meeting resumed at 8:00 p.m.

6. PUBLIC COMMENTS

No comments.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of October 6, 2021
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Consideration and Approval of Request for proposals for a Five-Year Lease on a Color Copier
- E. Consideration of Bylaws Updates for the California Special District Association
- F. Agreement on the Subrogation and Assignment of Certain Claims Arising out of the Woolsey Fire to California Office of Emergency Services (Cal OES)

Chairman Malloy called for a motion. Director Roberts requested that Item 7.D. *Consideration and Approval of Request for Proposals for a Five-Year Lease on a Color Copier* be pulled for discussion.

A motion was made by Director Roberts and seconded by Director Magner to approve the Consent Agenda minus Item 7.D.

Motion to Approve Consent Agenda Minus Item 7.D.

Voting was as follows:

Ayes: Roberts, Magner, Kelley, Dransfeldt, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

Director Roberts asked Administrative Analyst Dylan Gunning if the new printer will be able to provide a better-quality scan than what the District's current copier provides. Mr. Gunning stated that as one of the goals to be more transparent and provide an easier to access document, the new copier should create a better scan. The District has implemented Acrobat Reader Pro edition to be able to more readily search within District documents on the website.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Magner to approve Item 7.D.

Motion to Approve Item 7.D.

Voting was as follows:

Ayes: Roberts, Magner, Kelley, Dransfeldt, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. California Public Employees Retirement System (CalPERS) Actuarial Valuation Information Report for Fiscal Year 2021-2022

Administrative Services Manager Leonore Young provided information on the CalPERS annual valuation report along with the District’s retirement plans. The District has 12 employees in the 2.5% @ 55 plan, 5 employees at the 2% @ 60 plan and 19 employees at the 2% @ 62 plan. Ms. Young will provide the Board with information regarding how many retired District employees with the 2.5% @ 55 plan that the District is now paying.

B. Consideration and Approval of Bid Award for Mission Oaks Parking Lot Type 2 Slurry, Root Removal and Patching to Superior Paving Company Inc DBA United Paving Co.

Park Services Manager Bob Cerasuolo presented a recommendation for Superior Paving Company Inc. to complete a slurry of the Mission Oaks Park parking lot. Discussion included: use of Superior at the Bob Kildee parking lot and disparity in bids from companies that did not really offer more.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to authorize and approve the General Manager to enter into an agreement with Superior Paving Company Inc. in the amount of \$61,378, plus a 10% contingency bringing the total to \$67,516 for the Mission Oaks Type 2 slurry, root removal and patching project.

Motion to Approve Mission Oaks Paving to Superior Paving

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Roberts, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

C. Consideration and Selection of Consultant for User Fees and Cost Recovery Policy Analysis

Administrative Analyst Jessica Puckett presented the consideration of ClearSource as the consultant company to head up the District’s User Fees and Cost Recovery Policy Analysis. Board discussion included: local references in Ventura and Rancho Simi; public information meetings (3 minimum) with staff and Board involvement; ability of ClearSource to provide a tool and methodology that staff will be able to build on for years to come; importance for the health of the District and to make sure that the community is served; caution with any steep increases in user fees; and achieving of strategic goals.

Chairman Malloy called for a motion. A motion was made by Director Magner, Dransfeldt and seconded by Director to approve and authorize the General Manager to enter into an agreement with ClearSource for consulting services not to exceed \$24,300 for the implementation of a User Fees and Cost Recovery Policy and Analysis.

Motion to Approve ClearSource for User Fee Study

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Roberts, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

D. Consideration and Approval of Purchase of LED Tennis Court Lights from Brite Court Sports Lighting

Park Supervisor Brandon Lopez presented consideration of the purchase of additional LED tennis court lights. Board discussion included: initial installation of LED lights at Springville Park tennis courts, large bid discrepancies due to sports courts lights vs area lights; 10-year warranty; and need to purchase extra lights and bulbs.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve the General Manager to enter into an agreement with Brite Court Sports Lighting for the purchase of one hundred and twenty-six (126) LED tennis court lights not to exceed \$140,000 to replace the current 1,000-watt metal halide lighting.

Motion to Approve Brite Court Sports for Tennis Court LED Lights

Voting was as follows:

Ayes: Roberts, Dransfeldt, Magner, Kelley, Chairman Malloy

Noes:

Absent:

Carried

Motion: Carried

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chairman Malloy – Chairman Malloy reported on the VCSDA meeting in October.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner – Meeting in October. CSDA – Director Magner attended Zoom meetings and spoke about the \$100 million that is set aside for special districts, and include fire protection and health care districts to apply for.

C. Ventura County Consolidated Oversight Board – Chairman Malloy reported that Mike Mishler submitted a report on the reduction of properties held by the successor agencies.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported that the meeting was moved to November 22 and that funds are available for fire protection and shovel ready projects.

E. Standing Committees – Finance – Director Malloy provided an update and Administrative Services Manager Leonore Young said that the District will probably not need to borrow from capital to cover expenses but may do so as a cushion. Liaison – No meeting. Long Range Planning – Director Roberts – Next meeting is Nov 10 at 3pm for the Las Posas Equestrian Park. Personnel – Director Magner stated that they will meet next month. Policy – Director Kelley reported working on the board decorum language policy.

F. Ad Hoc Committees – Pickleball - No meeting.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner stated the events were covered in the presentation by Katlyn Simber-Clickener.

H. General Manager's Report – Halloween in the Park gave away over 16,000 pieces of candy in 1.5 hrs; the Jan through April 2022 activity guide will be out in mid-December; the Christmas Parade application deadline is coming up and food distribution is still accepting applications; PV Fields will be closed in November for top dressing; there is a January 1 Polar Bear Plunge at the pool; WCA has completed 19 of 20 tree removals and

will start grid pruning shortly; vines have been cleaned up at the Las Posas Equestrian Park trail; and the Somis annexation will go before LAFCo on Nov 17.

I. Board Members – Director Magner asked when the porta potties would be removed at Dos Caminos Park and Director Dransfeldt asked if the playground could be repaired. Director Dransfeldt asked for an update on Productive Parks and also the employee morale committee. She stated that more flood lighting was needed at the Halloween event which went great. Director Kelley stated that the increase in fees for neighboring community sports fees will bring more users to our fields. There needs to be land set aside for the future.

10. ADJOURNMENT

Chairman Malloy adjourned the meeting at 9:37 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Mark Malloy
Chairman**

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Special Meeting
November 4, 2021**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:15 p.m. by Chairman Malloy.

Roll call taken at start of Regular Board Meeting at 6:03 p.m. and includes the following:
All present. Doug Johnson and Tiffany Israel on Zoom.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Administrative Analyst/Clerk of the Board Dylan Gunning, Recreation Supervisor Lanny Binney, Ryan Dill, Joe Zimmerly, Gloria Miele, Ruth Luevanos, Jeremy Goldberg, Cory Dransfeldt, Doug McDowell, Libby Higgins, Nicole Wall, David Woodbury, Mike Mishler, Marcy Nunn, and Eric Storrie.

2. ADOPTION OF AGENDA

Chairman Malloy called for a motion. A motion was made by Director Wagner and seconded by Director Roberts to adopt the agenda as presented.

Voting was as follows:

Ayes: Wagner, Roberts, Kelley, Dransfeldt, Chairman Malloy

Noes:

Absent:

Motion: Carried

**Motion to
Adopt
Agenda as
Presented**

Carried

3. OPEN COMMUNICATIONS/PUBLIC FORUM

Chairman Malloy accepted 12 speaker cards from the public.

Bryan Dill, a Camarillo resident requested that a Disc Golf course be considered at Heritage Park and possibly Camarillo Grove Park. The closest course is located in Thousand Oaks. Director Kelley asked about the sport which is similar to golf but played with frisbee-like discs and 9 to 18 upright metal baskets.

Joe Zimmerly stated that he would like to initiate a discussion regarding integrating Disc Golf into the parks. This sport is one of the few activities that has emerged through COVID as a family activity which can be easily learned, and families can space out. Director Dransfeldt inquired about the number of people currently playing in the area. Mr. Zimmerly

stated that the club is just beginning, but there are over 200 people playing in Thousand Oaks parks and Simi Valley which has two 9-hole courses.

4. PUBLIC HEARING

A. Public Hearing #5 – Consideration of Proposed Maps for the District Voting Divisions and Election Sequencing Pursuant to Elections Code Section 10010 and 10650 and Adopt Resolution No. 693 Establishing By-Division Elections for the Board

General Manager Mary Otten introduced Doug Johnson with National Demographics (NDC) who presented an overview of the districting process. Mr. Johnson displayed all of the 10 maps submitted with the Tan II Map as a new map since the October 28th, 2021 Special Board Meeting. The lines changed slightly, and the population numbers varied a little in divisions 3 and 5 as compared to the Tan Map. Board discussion included: Citizen Voting Age Population (CVAP) as the percentage to look at for eligible voters; no presented maps in violation or open to lawsuits; questions on “packing” and “cracking” and if there was an issue with racial gerrymandering; and maps so close in numbers that there is no danger of packing.

Chairman Malloy asked for public comments regarding the public hearing.

Gloria Miele of Camarillo thanked the Board for their hard work. As a park and District program user, she stated that she prefers the tan maps because they looked balanced and each individual was represented in their own division.

Ruth Luevanos who works in Camarillo likes the tan maps because they are balanced and do not exclude a current board member from being elected. Ms. Luevanos stated that research shows that the Latino population is increasing, and their voices need to be represented and heard.

Jeremy Goldberg of Camarillo stated that he wanted to speak because of Board comments from the October 28th meeting. He reported that some of the board members seemed initially unaware of the importance of the Latino population representation. Mr. Goldberg asked for the Board to go above the law by being unbiased and choose fairness, rather than hide behind the words of a lawyer.

Cory Dransfeldt of Camarillo stated that his daughter attends many of the District’s programs and he would like to see a fair outcome of this process. He stated that the tan maps are the best choice and that the Mishler maps are close to gerrymandering and do not show justice.

Doug McDowell stated that he had sent an email to the Board with an analysis of the map data presented. While the maps complied with CVRA requirements, his comparison of CVAP % per map showed that the tan maps were more equitable and the Mishler maps 24 and 28 created an isolation of the Latino population (packing).

Libby Higgins supports the tan maps and mentioned that the Tan II Map keeps the Village at the Park community together. She thanked board members for delaying the vote until all submitted maps could be reviewed but asked why Chairman Malloy or Mr. Mishler did not create a map that separated Directors Roberts and Dransfeldt in their own divisions. Ms. Higgins stated that Mr. Mishler's maps concentrated the Latino population and that could be considered gerrymandering.

Nicole Wall of Camarillo stated that she ran for the Ventura County Community College board to support equity and access for all. She stated that she had voted for Directors Dransfeldt and Roberts because they have a vision for the District. The proposed Mishler maps are against the two directors and involve gerrymandering. Ms. Wall supports the tan maps and asked the Board to think of their neighbors and the community for ethical values and not political power.

David Woodbury of Camarillo stated that he has been attending all of the meetings. He stated that the Mishler maps were created out of retribution and protect political allies while placing opponents at risk. Mr. Woodbury stated that the Mishler maps do not support the will of the voters and draw a line around the Latino votes.

Mike Mishler of Camarillo stated the political maps are the tan maps because they dilute the Latino population. The maps were not drawn to make the Board happy. Mr. Mishler supports the Mishler 28 Map.

Eric Storrie, the District's former recreation services manager stated that he had submitted public record requests for information regarding the process of redistricting and the General Manager's spending authority. He cited Resolution No. 468 and 686 titles and questioned if the District was in violation of the public contract code in their procurement of NDC's services without a bidding process and if this was done on purpose.

General Manager Mary Otten stated that the District initially retained NDC in March 2020 to see if the District was in violation of the CVRA. Ms. Otten reported that information has been sent to Mr. Storrie. Board action in August 2021 approved the District's intention to transition from at-large to division-based elections and a professional services agreement with NDC. The District's attorney Tiffany Israel stated that for the procurement of special services, there are no bidding law requirements. With only 2 or 3 demographers in the state of California and thousands of agencies looking for their services, the District was fortunate to continue with NDC and all the rules were followed.

Chairman Malloy requested any Board comments and Board discussion included: need for more perspective on the Board, request to vote in the best interests of the community, the presence of a Latina on the current Board, consideration of tan maps which provided each board member their own division but did not provide the highest Latino population

numbers, recently updated census and demand on demographers in the state with tight timelines, and the desire not to divide the Latino population.

Chairman Malloy called for a motion. A motion was made by Director Kelley and seconded by Director Magner to approve the selection of Mishler Map 28 for the District Voting Divisions.

Director Roberts asked for a substitute motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve the selection of the Tan Map for the District Voting Divisions.

Director Roberts requested and received confirmation from Doug Johnson that the Tan Map was created by NDC after consensus from the Board to provide a map with each director in their own division. Upon inquiry, Ms. Israel stated that legally there is very little difference in the CVAP % numbers between all the maps. Director Dransfeldt stated that the Board requested public engagement and no one is considering their input. Ms. Dransfeldt also stated that when she created the Tan II Map, she was trying to keep Village at the Park community whole and did not look at data. Ms. Dransfeldt said that the Tan Map does field a division with higher CVAP percentages and still gives each member their own division. There was no public support for the Mishler 28 Map and the public comments made have been disregarded.

Chairman Malloy called for a vote on the sub motion to approve the Tan Map.

Voting was as follows:

Ayes: Roberts, Dransfeldt

Noes: Magner, Kelley, Chairman Malloy

Absent:

Motion to Approve the Tan Map

Failed

Motion: Failed

Chairman Malloy called for a vote on the motion to approve the Mishler 28 Map.

Voting was as follows:

Ayes: Kelley, Magner, Chairman Malloy

Noes: Dransfeldt, Roberts

Absent:

Motion to Approve the Mishler 28 Map

Carried

Motion: Carried

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to adopt Resolution No. 693 establishing a map of divisions for division-based District elections and sequencing of elections for Pleasant Valley Recreation and Park District.

Voting was as follows:
Ayes: Magner, Chairman Malloy, Kelley
Noes: Dransfeldt, Roberts
Absent:

**Motion to
Adopt Reso 693
for Map and
Election
Sequencing**

Motion: Carried

Carried

5. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:51 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

Pleasant Valley Recreation and Park District
Finance Report
October 2021

	Date	Amount	
Accounts Payables:	10/2021	\$ 835,688.29	
	Total	\$ 835,688.29	
Payroll (Total Cost):	10/14/2021	\$ 134,282.02	
	10/28/2021	\$ 135,669.81	
	Total	\$ 269,951.83	
Outgoing: Online Payments			
	10/4/2021	\$ 27,357.33	CALPERS- Health Insurance
	10/4/2021	\$ 500.40	VSP- Vision Insurance
	10/4/2021	\$ 1,837.45	The Hartford
	10/4/2021	\$ 1,479.29	The Guardian
	10/14/2021	\$ 378.84	Aflac
	10/14/2021	\$ 13,946.64	CALPERS- Ret.-PR-10/14/2021
	10/28/2021	\$ 14,250.66	CALPERS- Ret.-PR-10/28/2021
	Total	\$ 59,750.61	
	Grand Total	\$ 1,165,390.73	

CASH REPORT

	10/31/2021 Balance	10/31/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 135,451.30	\$ 126,746.74	
457 Pension Trust Restricted	\$ 83,845.47	\$ 115,944.34	
Quimby Fee - Restricted	\$ 70,297.53	\$ 107,618.86	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,549,731.62	\$ 4,573,390.10	
Park Impact Fees	\$ 158.40	\$ -	
FCDP Checking	\$ 13,601.16	\$ 21,539.61	
Total	\$ 4,853,085.48	\$ 5,360,660.79	
Semi-Restricted Funds			
Assessment	\$ 308,954.32	\$ 240,698.47	
Capital Improvement	\$ 40,817.83	\$ 214,048.51	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ -	\$ 16,397.94	
LAIF - Capital #1301	\$ 2,272,215.45	\$ 2,166,183.28	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,282,831.40	\$ 3,143,172.00	
Unrestricted Funds			
Contingency	\$ 12,249.86	\$ 12,208.19	
LAIF/Cal Trust - Contingency #1200	\$ 1,982,152.90	\$ 594,682.29	
General Fund Checking	\$ 276,279.40	\$ 119,050.01	
Total	\$ 2,270,682.16	\$ 725,940.49	
Total of all Funds	\$ 10,406,599.04	\$ 9,229,773.28	\$ 1,176,825.76

	11/6/2021 Balance	11/30/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 135,451.30	\$ 126,750.91	
457 Pension Trust Restricted	\$ 83,845.47	\$ 115,948.15	
Quimby Fee - Restricted	\$ 357,035.88	\$ 101,444.16	
Multi-Bank Securities Restricted	\$ -	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,059,731.62	\$ 4,573,390.10	
Park Impact Fees	\$ 158.40	\$ -	
FCDP Checking	\$ 13,601.16	\$ 21,539.61	
Total	\$ 4,649,823.83	\$ 5,354,494.07	
Semi-Restricted Funds			
Assessment	\$ 292,249.56	\$ 221,078.59	
Capital Improvement	\$ 40,817.83	\$ 214,058.71	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 79,843.80	
Capital - Designated Project	\$ -	\$ 16,397.94	
LAIF - Capital	\$ 2,272,215.45	\$ 2,166,183.28	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,266,126.64	\$ 3,123,562.32	
Unrestricted Funds			
Contingency	\$ 12,249.86	\$ 12,208.19	
LAIF/Cal Trust - Contingency	\$ 1,682,152.19	\$ 94,682.29	
General Fund Checking	\$ 412,459.60	\$ 437,036.13	
Total	\$ 2,106,861.65	\$ 543,926.61	
Total of all Funds	\$ 10,022,812.12	\$ 9,021,983.00	\$ 1,000,829.12



P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER
STATEMENT DATE 10-22-2021
AMOUNT DUE \$6,123.72
NEW BALANCE \$6,123.72
PAYMENT DUE ON RECEIPT



000001803 01 SP 0.530 106481408916714 P

PLEASANT VALLEY REC PRK
ATTN LEO YOUNG
1605 E BURNLEY ST
CAMARILLO CA 93010-4524

AMOUNT ENCLOSED
\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

000612372 000612372

mo

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

PLEASANT VALLEY REC	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	Credits	Payments	New Balance
Company Total	\$6,609.51	\$6,193.11	\$0.00	\$0.00	\$0.00	\$69.39	\$6,609.51	\$6,123.72

CORPORATE ACCOUNT ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-18	10-15	74798261291000000000015	PAYMENT - 2384 00000 A	6,609.51 PY
TOTAL CORPORATE ACTIVITY				\$6,609.51 CR

NEW ACTIVITY

LEONORE YOUNG	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$601.11	\$0.00	\$601.11

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-23	09-22	24231681266837000067688	SMART AND FINAL 400 CAMARILLO CA	112.66
09-24	09-22	24231681266837001426446	VONS #1672 CAMARILLO CA	17.35
10-04	10-01	24692161274100731828737	VENTURA COUNTY STAR 805-437-0406 CA	9.99
10-07	10-06	24431061280091721000728	URBANE CAFE OLO.COM CA	48.65
10-11	10-08	24692161281100881268438	J2 *METROFAX 888-929-4141 CA	9.95

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

ACCOUNT SUMMARY

STATEMENT DATE 10/22/21
DISPUTED AMOUNT .00

PREVIOUS BALANCE	6,609.51
PURCHASES & OTHER CHARGES	6,193.11
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	69.39
PAYMENTS	6,609.51
ACCOUNT BALANCE	6,123.72

AMOUNT DUE

6,123.72

SEND BILLING INQUIRIES TO:

U.S. Bank National Association

C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335



Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number:
Statement Date: 10-22-2021

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-13	10-12	24137461286001215157879	USPS PO 0511580060 CAMARILLO CA	27.10
10-19	10-18	24137461292001181762548	USPS PO 0511580060 CAMARILLO CA	7.38
10-21	10-20	24430991293400812009189	MSFT * E0700GDLFL 800-642-7676 WA	16.00
10-21	10-20	24430991293400812009288	MSFT * E0700GDMDT 800-642-7676 WA	262.50
10-21	10-20	24430991293400812009403	MSFT * E0700GDKC7 800-642-7676 WA	26.00
10-22	10-21	24164071294741206118033	FEDEX 285170117951 MEMPHIS TN	25.80
10-22	10-21	24692161294100081217552	AMZN MKTP US*2Y8XC0681 AMZN.COM/BILL WA	37.73

LANNY RINNEY	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$521.68	\$0.00	\$521.68

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-05	10-04	24231681278837000068641	SMART AND FINAL 400 CAMARILLO CA	10.99
10-11	10-08	24231681282837000018665	SMART AND FINAL 400 CAMARILLO CA	106.36
10-11	10-08	24231681282837000018707	SMART AND FINAL 400 CAMARILLO CA	42.47
10-11	10-08	24445001283000671182086	LITTLE CAESARS 5843 CAMARILLO CA	119.05
10-15	10-14	24164071287069187886223	FEDEX OFFIC42900042978 CAMARILLO CA	242.61

KATLYN SIMBER-CLICKENER	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$255.85	\$0.00	\$255.85

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-01	09-30	24493981273206933300012	CLU CTR NP LEADERSHIP 805-493-3160 CA	150.00
10-11	10-08	24445711281300414158757	RALPHS #0741 CAMARILLO CA	5.99
10-11	10-08	24692161282100730354925	THE HOME DEPOT 1012 CAMARILLO CA	99.86

NICK MARIENTHAL	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$140.99	\$0.00	\$140.99

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-24	09-22	24943011266010185824344	THE HOME DEPOT #1012 CAMARILLO CA	16.06
10-06	10-04	24316051278548225036586	SHELL OIL 10005810014 CAMARILLO CA	53.60
10-18	10-14	24316051288548228058429	SHELL OIL 10005810014 CAMARILLO CA	71.33

BRANDON LOPEZ	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$26.53	\$1,498.40	\$0.00	\$1,471.87

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-04	10-01	24015171274000076605410	76 - UP0688 CAMARILLO CA	71.34
10-06	10-05	74692161278100805052520	AMZN MKTP US AMZN.COM/BILL WA	26.53 CR
10-13	10-12	24692161285100049078378	SUPPLYHOUSE.COM 888-757-4774 NY	1,353.24
10-21	10-20	24015171293002082748116	76 - UP0688 CAMARILLO CA	73.82



Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number:
Statement Date: 10-22-2021

NEW ACTIVITY

JOSEPH KEY **CREDITS** **PURCHASES** **CASH ADV** **TOTAL ACTIVITY**
 \$42.86 \$279.53 \$0.00 \$236.67

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-27	09-24	74943011268010185787593	THE HOME DEPOT #1012 CAMARILLO CA	42.86 CR
09-27	09-24	24943011268010185781963	THE HOME DEPOT #1012 CAMARILLO CA	151.90
09-30	09-28	24943011272010186890643	THE HOME DEPOT #1012 CAMARILLO CA	127.63

JOHN FLETCHER **CREDITS** **PURCHASES** **CASH ADV** **TOTAL ACTIVITY**
 \$0.00 \$76.42 \$0.00 \$76.42

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-24	09-23	24231681267091041981817	HARBOR FREIGHT TOOLS 10 CAMARILLO CA	57.33
10-18	10-15	24943011289010185841465	THE HOME DEPOT #1012 CAMARILLO CA	19.09

MICHAEL GUERRERO **CREDITS** **PURCHASES** **CASH ADV** **TOTAL ACTIVITY**
 \$0.00 \$110.68 \$0.00 \$110.68

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-21	10-20	24431061294400642000010	BIG 5 SPORTING GOODS 429 CAMARILLO CA	57.85
10-21	10-19	24943011293010187167921	THE HOME DEPOT #1012 CAMARILLO CA	52.83

MACY TRUEBLOOD **CREDITS** **PURCHASES** **CASH ADV** **TOTAL ACTIVITY**
 \$0.00 \$2,219.74 \$0.00 \$2,219.74

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-27	09-24	24445001267300412428818	FSP*JOLLYJUMPS 805-484-0026 CA	517.50
09-27	09-26	24692161269100286152779	AMZN MKTP US*2G7CC9WO2 AMZN.COM/BILL WA	20.35
09-27	09-26	24692161269100575898116	AMZN MKTP US*2G6U31YH2 AMZN.COM/BILL WA	36.44
09-28	09-27	24492161270000026974418	ANNUVIA WWW.ANNUVIA.C WI	130.00
09-28	09-28	24692161271100822301779	AMZN MKTP US*2C58U0M31 AMZN.COM/BILL WA	46.18
09-29	09-28	24692161271100170280559	AMZN MKTP US*2C1GB9HD1 AMZN.COM/BILL WA	43.94
09-29	09-27	24789301271299800265927	FUN EXPRESS 800-2280122 NE	602.12
09-29	09-27	24789301271299800266115	FUN EXPRESS 800-2280122 NE	118.72
09-30	09-30	24692161273100181151987	SQ *UNDERWOOD FAMILY FARM GOSQ.COM CA	694.50
10-04	10-01	24492151274637191612906	SIGNUPGENIUS WWW.SIGNUPGEN NC	9.99

ROBERT A CERASUOLO **CREDITS** **PURCHASES** **CASH ADV** **TOTAL ACTIVITY**
 \$0.00 \$488.71 \$0.00 \$488.71

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-29	09-28	24164071271069762893840	FEDEX OFFIC42900042978 CAMARILLO CA	73.84
09-29	09-28	24164071271069764116463	FEDEX OFFIC42900042978 CAMARILLO CA	73.84
09-29	09-28	24164071271069764799045	FEDEX OFFIC42900042978 CAMARILLO CA	41.03



Company Name: PLEASANT VALLEY REC PRK
Corporate Account Number: _____
Statement Date: 10-22-2021

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-13	10-12	24692161285100105669490	IN *AQUATICS BY ARMANDO 916-8798039 CA	300.00

Department: 00000 Total: \$6,123.72
Division: 00000 Total: \$6,123.72

Bank Reconciliation

Board Audit

User: LYoung
 Printed: 11/12/2021 - 1:42PM
 Date Range: 10/01/2021 - 10/31/2021
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK:PVRPD CAL CARDS/9-2:	10/15/2021	6,609.51
0	MACY TRUEBLOOD	TRUEBLOOD,M: DEPOSIT REFUN	10/07/2021	50.00
24655	CARA CALLAWAY	CALLAWAY,C: DEPOSIT REFUND/	10/04/2021	300.00
24657	DIAL SECURITY	DIAL SECURITY: GUARD SVC 9/4/	10/04/2021	464.00
24672	RICHARD BAKER	BAKER,R: DEPOSIT REFUND/PER	10/07/2021	50.00
24674	ALANA BLAGG	BLAGG,A: DEPOSIT REFUND/PER	10/07/2021	50.00
24675	CYNTHIA BRESCHINI	BRESCHINI,C: DEPOSIT REFUND/	10/07/2021	50.00
24676	GUILLORY BRYANT	BRYANT,G: DEPOSIT REFUND/PEI	10/07/2021	50.00
24677	CINDY CAHUE	CAHUE,C: DEPOSIT REFUND/PER	10/07/2021	50.00
24678	VERONICA CHALA	CHALA,V: DEPOSIT REFUND/PER	10/07/2021	50.00
24679	ARMANDO CHAVEZ	CHAVEZ,A: DEPOSIT REFUND/PEI	10/07/2021	50.00
24680	KATHERINE COLLINS	COLLINS,K: DEPOSIT REFUND/PE	10/07/2021	50.00
24682	DEANNE ELLISON	ELLISON,D: DEPOSIT REFUND/PE	10/07/2021	50.00
24684	MELANIE FRAUSTO	FRAUSTO,M: DEPOSIT REFUND/P	10/07/2021	100.00
24685	ALEXANDRA GARCIA	GARCIA,A: DEPOSIT REFUND/PEI	10/07/2021	50.00
24686	MELODY GILBREATH	GILBREATH,M: DEPOSIT REFUND	10/07/2021	50.00
24687	MARIA HERNANDEZ	HERNANDEZ,M: DEPOSIT REFUN	10/07/2021	50.00
24689	BERNADETTE IGNACIO	IGNACIO,B: DEPOSIT REFUND/PE	10/07/2021	50.00
24690	ADILENE JUAREZ	JUAREZ,A: DEPOSIT REFUND/PEF	10/07/2021	50.00
24691	MARTHA KATZ	KATZ,M: DEPOSIT REFUND/PERM	10/07/2021	50.00
24692	BENJAMIN KONRAD	KONRAD,B: DEPOSIT REFUND/PE	10/07/2021	150.00
24693	ALYSSA LUNDQUIST	LUNDQUIST,A: DEPOSIT REFUND	10/07/2021	50.00
24694	JANETTE MAGDALENO	MAGDALENO,J: DEPOSIT REFUNI	10/07/2021	50.00
24695	DONNA MCGHEE	MCGHEE,D: DEPOSIT REFUND/PE	10/07/2021	200.00
24696	KELLI MURNANE	MURNANE,K: DEPOSIT REFUND/I	10/07/2021	50.00
24697	LYNSAY OAKLEY	OAKLEY,L: DEPOSIT REFUND/PEI	10/07/2021	50.00
24699	PLEASANT VALLEY HISTORICAL	PLEASANT VALLEY HIST SOC: DE	10/07/2021	300.00
24700	DEANNA RANTZ	RANTZ,D: DEPOSIT REFUND/PER	10/07/2021	50.00
24701	MARIBEL RODRIGUEZ	RODRIGUEZ,M: DEPOSIT REFUNI	10/07/2021	50.00
24702	SUSANA RODRIGUEZ	RODRIGUEZ,S: DEPOSIT REFUND	10/07/2021	50.00
24703	BARBARA SERRANO	SERRANO,B: DEPOSIT REFUND/P	10/07/2021	50.00
24704	TAMMY TORREZ	TORREZ,T: DEPOSIT REFUND/PEF	10/07/2021	300.00
24705	ANITA VALDEZ	VALDEZ,A: DEPOSIT REFUND/PEI	10/07/2021	100.00
24706	LAUREN WILKINS	WILKINS,L: DEPOSIT REFUND/PE	10/07/2021	50.00
24707	AMANDA WOLSEY	WOLSEY,A: DEPOSIT REFUND/PE	10/07/2021	50.00
24714	DIAL SECURITY	DIAL SECURITY: GUARD SERVIC	10/07/2021	145.00
24719	LYNDA TJARKS	TJARKS,L: DEPOSIT REFUND/PER	10/07/2021	900.00
24741	ANTHEM CHURCH CAMARILLO	ANTHEM CHURCH CAMARILLO:	10/21/2021	100.00
24742	EILEEN AUGUSTIN	AUGUSTIN,E: RENTAL DEPOSIT R	10/21/2021	50.00
24744	BIG EVENTS INC.	BIG EVENTS,INC: SANTA CLAUS	10/21/2021	1,025.00
24749	CHRISTINE DAVIS	DAVIS,C: RENTAL DEPOSIT REFU	10/21/2021	50.00
24751	ABIGAIL DUNN	DUNN,A: RENTAL DEPOSIT REFU	10/21/2021	50.00
24752	MAREN ENGH	ENGH,M: RENTAL DEPOSIT REFU	10/21/2021	150.00
24753	ANAHITA FOGHI	FOGHI,A: RENTAL DEPOSIT REFU	10/21/2021	50.00
24754	ELLERY FORD	FORD,E: RENTAL DEPOSIT REFUN	10/21/2021	50.00
24755	STEVEN GAGUA	GAGUA,S: RENTAL DEPOSIT REFI	10/21/2021	50.00
24756	MARIA ISABEL GONZALEZ	GONZALEZ,MI: RENTAL DEPOSIT	10/21/2021	300.00
24757	MARLEEN GRACOM	GRACOM,M: RENTAL DEPOSIT RI	10/21/2021	50.00
24762	KENNETH LEV	LEV,K: RENTAL DEPOSIT REFUNI	10/21/2021	300.00
24763	WINTER MCDANIEL	MCDANIEL,W: RENTAL DEPOSIT	10/21/2021	100.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
24765	PATRICIA OESTREICH	OESTREICH,P: RENTAL DEPOSIT I	10/21/2021	200.00
24768	MARIBEL RODRIGUEZ	RODRIGUEZ,M: RENTAL DEPOSIT I	10/21/2021	50.00
24769	SERVICEMASTER RESTORE BY PI	SERVICEMASTER RESTORE BY PI	10/21/2021	50.00
24770	BRITTANY SLAYTON	SLAYTON,B: RENTAL DEPOSIT RE	10/21/2021	50.00
24771	TIM STOLSIG	STOLSIG,T: RENTAL DEPOSIT REI	10/21/2021	50.00
24773	GEANNE VALDEZ	VALDEZ,G: RENTAL DEPOSIT REF	10/21/2021	100.00
24774	KARINA VALDOVINOS	VALDOVINOS,K: RENTAL DEPOSIT	10/21/2021	100.00

Total for Department: 00 Non Departmentalized

13,793.51

Department: 03 Recreation

0	CAMILLE TORGESON	TORGESON,C: INSTRUCTOR FEES	10/07/2021	60.71
0	DEBRA GREENWOOD	GREENWOOD,D: INSTRUCTOR FE	10/07/2021	546.39
0	DEBRA GREENWOOD	GREENWOOD,D: INSTRUCTOR FE	10/21/2021	750.10
0	KATIE SHINDEN	SHINDEN,K: INSTRUCTOR FEES/K	10/21/2021	696.15
0	PATRICIA J. BOLLAND	BOLLAND,P: INSTRUCTOR FEES/.	10/13/2021	637.00
24660	HARVEY MARDYKS	MARDYKS,H: INSTRUCTOR FEES/	10/04/2021	578.50
24661	BRYAN MONKA	MONKA,B: INSTRUCTOR FEES/M	10/04/2021	747.50
24663	BRET NIEDENS	NIEDENS,B:INSTRUCTOR FEES/M	10/04/2021	659.75
24664	ALEXANDRA PETERSON	PETERSON,A: REFUND/PRESCHO	10/04/2021	9.71
24669	RONDA WERNER	WERNER,R: THE FINISH LINE/ SW	10/04/2021	2,062.44
24670	DUNCAN YOUNG	YOUNG,D: INSTRUCTOR FEES/GY	10/04/2021	679.90
24671	AMY ANA	ANA,A: REFUND CLASS 7029.013	10/07/2021	29.00
24673	ANNE BARNES	BARNES,A: REFUND/CLASS 7029.0	10/07/2021	9.71
24681	DULCE DIAZ	DIAZ,D: REFUND CLASS #7029.04	10/07/2021	9.71
24683	HOLLY FERRO	FERRO,H: REFUND CLASS 4733.00	10/07/2021	194.00
24688	ALICIA IBARRA	IBARRA,A: REFUND CLASS 7029.0	10/07/2021	9.71
24698	JACOB PIPER	PIPER,J: CLASS REFUND/7029.040	10/07/2021	9.71
24708	EDLIN ZARATE	ZARATE,E: REFUND CLASS #7029	10/07/2021	9.71
24710	KATHRYN ARTUSO	ARTUSO,K: REFUND CLASS 7029.0	10/07/2021	34.00
24717	ALEXANDRA PETERSON	PETERSON,A: REFUND/CLASS 702	10/07/2021	9.71
24721	BINGO WEST #4	BINGO WEST #4: BINGO SUPPLIE	10/13/2021	230.59
24724	BETTY CHIEN	CHIEN,B: TENNIS CLASS REFUNE	10/13/2021	89.00
24731	JAMIE SCHARICH	SCHARICH,J:DRUM CLASS REFUN	10/13/2021	60.00
24738	AMERICAN RED CROSS	AMERICAN RED CROSS: CPR CLA	10/21/2021	18.00
24746	LARRY CHAVEZ	CHAVEZ,L: UMPIRE/REIMBURSEM	10/21/2021	60.00
24776	RONDA WERNER	WERNER/THE FINISH LINE:STAFF	10/21/2021	393.00
24777	YOUTH EVOLUTION ACTIVITIES	YOUTH EVOLUTION: YOUTH BAS	10/21/2021	1,891.76

Total for Department: 03 Recreation

10,485.76

Department: 04 Parks

0	ARAMSCO INC.	ARAMSCO:TOILET TISSUE/BLEAC	10/07/2021	2,369.43
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: MONTHLY RUBBIS	10/04/2021	4,336.74
0	FERGUSON ENTERPRISES INC. #1	FERGUSON: RESTROOM HOSE SP	10/04/2021	85.86
0	FERGUSON ENTERPRISES INC. #1	FERGUSON: PLUMBING/PUSH HA	10/07/2021	146.37
0	FERGUSON ENTERPRISES INC. #1	FERGUSON: DESCALER/PVAC PO	10/21/2021	91.93
0	LINCOLN AQUATICS	LINCOLN AQUATICS: CHLORINE/	10/13/2021	685.13
0	SOCAL GAS COMPANY	SOCAL GAS: SVC 8/27-9/29/21/FRE	10/04/2021	151.95
0	SOUTHERN CALIF EDISON COMP.	SCE: MONTHLY ELECTRIC SVC 8/	10/04/2021	1,762.66
0	SOUTHERN CALIF EDISON COMP.	SCE: ELECTRIC SVC 9/1-10/3/21-W	10/06/2021	3,913.98
0	SOUTHERN CALIF EDISON COMP.	SCE: ELECTRIC SVC 9/9-10/10/21-I	10/21/2021	12,302.51
0	UNITED SITE SERVICES OF CA IN	UNITED SITE SVC: PORTA RESTRO	10/21/2021	143.51
0	W & S SERVICES	W&S: MONTHLY SEWER SVC 8/31	10/15/2021	446.90
0	ADAM WHEAT	WHEAT,A: REIMBURSEMENT/WO	10/04/2021	150.00
24652	B & B DO IT CENTER	B&B: FLAP DISK,METAL GRIND,S	10/04/2021	17.02
24653	BIGBRAND TIRE & SERVICE	BIGBRAND TIRE: TIRE TUBE/MOV	10/04/2021	164.59
24654	CAL-COAST MACHINERY INC. - S	CALCOAST MACHINERY: IMPELL	10/04/2021	576.98
24656	COUNTY OF VENTURA	COUNTY OF VENTURA: CITATION	10/04/2021	12.50
24658	HARBOR FREIGHT TOOLS	HARBOR FREIGHT: TRAILER LIG	10/04/2021	34.30
24662	NAPA AUTO PARTS	NAPA AUTO: OIL FILTERS/STOCK	10/04/2021	834.32
24665	PHOENIX GROUP INFORMATION ;	PHOENIX GROUP: CITATION PRO	10/04/2021	32.87
24666	RAIN MASTER IRRIGATION SYST	RAIN MASTER: MONTHLY IRRIG/	10/04/2021	568.10

Check No.	Vendor/Employee	Transaction Description	Date	Amount
24675	CYNTHIA BRESCHINI	BRESCHINI,C: REFUND RENTAL F	10/07/2021	84.00
24711	B & B DO IT CENTER	B&B: BASIN WRENCH,PRUNERS,(10/07/2021	145.29
24713	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: RECYCLE SVC	10/07/2021	111.06
24715	JOHN DEERE FINANCIAL	JOHN DEERE: TRACTOR PARTS/FI	10/07/2021	595.14
24718	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION PARTS/HEI	10/07/2021	833.27
24720	B & B DO IT CENTER	B&B: GLOVES/ADHESIVE/SCREW	10/13/2021	459.97
24722	CAL COAST MOTORSPORTS	CAL COAST MOTORSPORTS: CAB	10/13/2021	5.00
24723	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: BLO	10/13/2021	42.84
24725	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO:IRRIGATION PAF	10/13/2021	325.65
24726	FRONTIER FIRE PROTECTION	FRONTIER FIRE PROTECTION: KI	10/13/2021	364.65
24727	HARBOR FREIGHT TOOLS	HARBOR FREIGHT TOOLS: STETH	10/13/2021	60.01
24729	NAPA AUTO PARTS	NAPA AUTO: AIR DOOR ACTUATC	10/13/2021	74.33
24730	PAVEMENT COATINGS COMPANY	PAVEMENT COATINGS CO: SLURF	10/13/2021	23,600.22
24732	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION PARTS/HEI	10/13/2021	1,468.57
24733	RONALD & JENNIFER SKARE	AIRESEV HEAT & AIR/SKARE: N	10/13/2021	7,414.00
24734	THOMPSON BUILDING MATERIAL	THOMPSON BUILDING: PLAYGRC	10/13/2021	772.20
24735	WEST COAST ARBORISTS INC.	WCA: TREE PRUNING/HERITAGE	10/13/2021	3,150.00
24739	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: M	10/21/2021	947.39
24743	B & B DO IT CENTER	B&B: CHAIN SAW OIL/FREEDOM	10/21/2021	163.82
24745	BIGBRAND TIRE & SERVICE	BIGBRAND TIRE: TIRE SVC/RANC	10/21/2021	265.62
24748	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: SV	10/21/2021	54.00
24750	DIAL SECURITY	DIAL SECURITY: GUARD SVC/RE	10/21/2021	232.00
24758	HARBOR FREIGHT TOOLS	HARBOR FREIGHT: MECH STETH	10/21/2021	65.35
24764	NAPA AUTO PARTS	NAPA AUTO: BATTERY/DEPOSIT/I	10/21/2021	218.25
24766	PERFORMANCE NURSERY	PERFORMANCE NURSERY: PLAN	10/21/2021	61.13
Total for Department: 04 Parks				70,341.41
Department: 05 Administration				
0	CULLIGAN OF SYLMAR	CULLIGAN WATER: MONTHLY W/	10/21/2021	64.00
0	DIGITAL DEPLOYMENT	DIGITAL DEPLOYMENT: MONTHI	10/07/2021	300.00
0	SPECTRUM BUSINESS	SPECTRUM: TV CABLE SVC 9/17-1	10/04/2021	17.05
24668	MICHAEL WATLING	WATLING,M: INSTRUCTOR FEES/I	10/04/2021	150.00
24671	AMY ANA	ANA,A: ADMIN FEE REFUND CLA	10/07/2021	4.00
24683	HOLLY FERRO	FERRO,H: REFUND ADMIN FEE CI	10/07/2021	8.00
24709	ALLCONNECTED, INC.	ALLCONNECTED: MONTHLY REM	10/07/2021	2,074.00
24724	BETTY CHIEN	CHIEN,B: ADMIN FEE REFUND/TE	10/13/2021	4.00
24728	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES/ADM	10/13/2021	107.12
24731	JAMIE SCHARICH	SCHARICH,J:ADMIN FEE/ REFUNI	10/13/2021	4.00
24737	ACCU-PRINTS/M&L PARTNERSHII	ACCU-PRINTS: FINGERPRINTING.	10/21/2021	30.00
24740	AMILIA TECHNOLOGIES USA, INC	AMILIA TECHNOLOGIES: MO SUE	10/21/2021	3,487.76
24747	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: BUILD USI	10/21/2021	160.03
24759	J. THAYER COMPANY	J THAYER OFFICE SUPPLIES: STA	10/21/2021	58.84
24760	KONICA MINOLTA	KONICA MINOLTA:MONTHLY SVC	10/21/2021	742.72
24767	QUADIEN LEASING USA, INC.	QUADIEN LEASING: PROP TAX I	10/21/2021	72.99
24772	DAVID TORFEH	TORFEH,D: INSTRUCTOR FEES/HO	10/21/2021	50.00
24775	VCSDA	VCSDA: PVRPD BOARD DINNER I	10/21/2021	66.00
24776	RONDA WERNER	WERNER/THE FINISH LINE:STAFF	10/21/2021	650.00
Total for Department: 05 Administration				8,050.51
Total for Fund:10 General Fund				102,671.19

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
0	MUFG UNION BANK , N.A.	MUFG UNION BANK: DEBT SVC P	10/21/2021	529,755.84
24712	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW: MONTHLY LANDS	10/07/2021	21,980.83
24716	NATURAL GREEN LANDSACAPES	NATURAL GREEN: MONTHLY LAI	10/07/2021	15,404.76
Total for Department: 00 Non Departmentalized				567,141.43
Total for Fund:20 Assessment Fund				567,141.43

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
24659	LAUTERBACH & ASSOCIATES, IN	LAUTERBACH&ASSOC: BID/JOB V	10/04/2021	478.75
24667	UNITED CONSTRUCTION & LANE	UNITED CONSTRUCTION: CONST	10/04/2021	162,393.00
24761	LAUTERBACH & ASSOCIATES, IN	LAUTERBACH & ASSOC: ARCHIT	10/21/2021	3,003.92
Total for Department: 00				165,875.67
Total for Fund: 30 Park Dedication Fund				165,875.67

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		835,688.29

Ventura County Pool

Investment Name	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021
Ventura County Pool	1.604%	1.451%	1.293%	1.103%	.958%	.796%	.690%	.518%	.464%
	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021
Ventura County Pool	.495%	.410%	.383%	.357%	.361%	.331%	.305%	.322%	.310%

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021
Local Agency Investment Fund (LAIF)	1.363%	1.217%	.920%	.784%	.685%	.620%	.576%	.540%	.458%
	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021
Local Agency Investment Fund (LAIF)	.407%	.357%	.339%	.315%	.262%	.330%	.221%	.206%	.203%

Cal Trust

Investment Name	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021
Cal Trust	.15%	.10%	.07%	.004%	.09%	.07%	.04%	.03%	.03%
	February 2021	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021
Cal Trust	.03%	.05%	.05%	.05%	.03%	.04%	.03%	.03%	.03%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: December 2, 2021

SUBJECT: FINANCE REPORT OCTOBER 2021

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for October 31, 2021, for Fund 10, Fund 20, Fund 30, Fund 40 and Fund 50.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH OCTOBER 2021

The District's Statements of Revenues and Expenditures for the period of July 1, 2021, through October 31, 2021, with a year-to-date comparison for the period of July 1, 2020, through October 31, 2020, are attached. The percentage rate used for the 2021-2022 fiscal year budget is 33% for Period 4 of the fiscal year.

REVENUES

Total revenue for the 4th month ending October 31, 2021, for Fund 10 (General Fund) has an overall increase of \$156,813 in comparison to fiscal year 2020-2021. The variance from prior year is made up of the same three accounts as last month's report, Rental #5530 (\$90,941), Contract Class – Public Fees #5510 (\$45,829) and Public Fees #5511 (\$30,847). The District continues to see an increase in revenue from prior year since the restrictions of COVID-19 have been loosened but remains watchful, monitoring the restrictions of COVID-19 and the effect it will have on the District's classes and programs.

Total revenue for the 4th month ending October 31, 2021, for Fund 20 (Assessment District) is at 0.57% of budget. This is normal for the Assessment District as the Assessment District does not receive any significant revenue until the tax apportionment is received in December.

Fund 30, the Park Dedication Fund has had minimal revenue activity for the third month of FY2021-2022 reporting as the District only budgets for interest earnings.

Fund 40, the Park Impact Fee Fund was formed in FY2020-2021 in anticipation of the District receiving Park Impact Fees. Per the statute the Park Impact Fees must be kept in their own fund. As the report shows the District received some initial revenue in the month of October.

Fund 50, the Community Development Block Grant (CDBG) Fund – Food Share has not had any revenue activity this reporting period.

EXPENDITURES

Personnel Expenditures have increased by \$191,724 for fiscal year 2021-2022 in comparison to personnel expenses for the same time last year. The increase is primarily due to Part-Time Salaries #6110 (\$69,837), PERS Unfunded Liability #6170 (\$67,476) and Workers Compensation #6140 (\$38,691). The increase in part-time salaries and workers compensation is because the District is hiring back staff since the COVID-19 restriction have relaxed since the start of the COVID-19 crisis of 2020. Personnel is currently 0.77% above budget.

Service and Supply Expenditures for Fund 10 have increased \$26,733 in comparison to the same time as last year and is at 25.85% of budget.

Fund 20 is at 28.98% in Personnel and 28.78 % in Service and Supplies.

Fund 30 had no activity in Personnel or Services and Supplies for the month of October 2021.

Fund 40 had no activity in Personnel or Services and Supplies for the month of October 2021.

Fund 50 had no activity in Personnel or Services and Supplies for the month of October 2021.

The capital projects in Fund 10 (General Fund) and Fund 30 (Quimby Fee Fund) have started to show progress and funds expended.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 2.57% and under in Fund 20 by 4.21%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for October 31, 2021 for Fund 10, Fund 20, Fund 30, Fund 40 and Fund 50.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of October 31, 2021, Fund 10 (3 pages)
- 2) Financial Statement of Revenues and Expenditures as of October 31, 2021, Fund 20 (1 page)
- 3) Financial Statement of Revenues and Expenditures as of October 31, 2021, Fund 30 (1 page)
- 4) Financial Statement of Revenues and Expenditures as of October 31, 2021, Fund 40 (1 page)
- 5) Financial Statement of Revenues and Expenditures as of October 31, 2021, Fund 50 (1 page)

General Ledger
Fund 10 General Fund
October 2021 33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110-5240	\$ (10,893.84)	\$ (71,660.41)	\$ (36,865.98)	\$ (7,301,920.00)	\$ (7,265,054.02)	0.50%
Interest Earnings	5310	\$ -	\$ (12,962.73)	\$ (1,002.38)	\$ (14,928.00)	\$ (13,925.62)	6.71%
Park Patrol Citations	5506	\$ -	\$ (1,100.00)	\$ (213.59)	\$ (2,200.00)	\$ (1,986.41)	9.71%
Bingo Revenue	5508	\$ (494.25)	\$ -	\$ (5,795.25)	\$ -	\$ 5,795.25	0.00%
Excess Bingo Funds	5509	\$ (824.85)	\$ -	\$ (2,653.60)	\$ -	\$ 2,653.60	0.00%
Contract Classes-Public Fees	5510	\$ (13,429.45)	\$ (19,192.75)	\$ (65,021.68)	\$ (68,380.00)	\$ (3,358.32)	95.09%
Public Fees	5511	\$ (4,175.34)	\$ (9,310.00)	\$ (40,157.09)	\$ (244,121.00)	\$ (203,963.91)	16.45%
Public Fees-Entry Fees	5520	\$ (2,588.00)	\$ (2,019.00)	\$ (12,290.00)	\$ (25,840.00)	\$ (13,550.00)	47.56%
Vending Concessions	5525	\$ (250.00)	\$ -	\$ (367.32)	\$ (2,500.00)	\$ (2,132.68)	14.69%
Rental	5530	\$ (32,198.38)	\$ (29,952.50)	\$ (120,893.49)	\$ (261,412.00)	\$ (140,518.51)	46.25%
Cell Tower Revenue	5535	\$ (5,264.59)	\$ (35,490.62)	\$ (30,502.12)	\$ (91,704.00)	\$ (61,201.88)	33.26%
Parking Fees	5540	\$ (1,304.00)	\$ (2,429.60)	\$ (6,256.67)	\$ (7,012.00)	\$ (755.33)	89.23%
Activity Guide Revenue	5555	\$ -	\$ -	\$ -	\$ (10,000.00)	\$ (10,000.00)	0.00%
Sponsorships/Donations	5558	\$ -	\$ -	\$ -	\$ (1,000.00)	\$ (1,000.00)	0.00%
Staffing Cost Recovery	5563	\$ (2,061.50)	\$ (5,533.00)	\$ (7,126.25)	\$ (29,110.00)	\$ (21,983.75)	24.48%
Special Event Permits	5564	\$ (200.00)	\$ (100.00)	\$ (400.00)	\$ -	\$ 400.00	0.00%
Security Services Recovery	5566	\$ (171.00)	\$ -	\$ (486.00)	\$ -	\$ 486.00	0.00%
Contributions	5570	\$ (143.85)	\$ (35,000.00)	\$ (50,143.85)	\$ (72,000.00)	\$ (21,856.15)	69.64%
Other Misc Revenue	5575	\$ (8,609.00)	\$ (11,652.50)	\$ (26,074.53)	\$ (54,880.00)	\$ (28,805.47)	47.51%
Credit Card Processing Fee	5576	\$ -	\$ 11.62	\$ (67.75)	\$ -	\$ 67.75	0.00%
Cash Over/Under	5580	\$ -	\$ (40.00)	\$ (45.00)	\$ -	\$ 45.00	0.00%
Incentive Income	5585	\$ (18.50)	\$ (85.23)	\$ (426.81)	\$ (2,700.00)	\$ (2,273.19)	15.81%
Reimbursement - ROPS	5600	\$ -	\$ (74,556.06)	\$ (78,706.69)	\$ (125,000.00)	\$ (46,293.31)	62.97%
Reimb-Needs Assessment/LPA	5605	\$ -	\$ (17,610.38)	\$ -	\$ -	\$ -	0.00%
Surplus Carryover	5991	\$ -	\$ -	\$ -	\$ (16,397.00)	\$ (16,397.00)	0.00%
Revenue		\$ (82,626.55)	\$ (328,683.16)	\$ (485,496.05)	\$ (8,331,104.00)	\$ (7,845,607.95)	5.83%
YTD Comparison				\$ (156,812.89)			

Personnel							
Full Time Salaries	6100	\$ 169,762.97	\$ 703,035.76	\$ 715,004.06	\$ 2,470,564.00	\$ 1,755,559.94	28.94%
Overtime Salaries	6101	\$ 795.82	\$ 4,007.44	\$ 3,674.29	\$ 23,594.00	\$ 19,919.71	15.57%
Car Allowance	6105	\$ 830.74	\$ 3,738.33	\$ 3,738.33	\$ 10,800.00	\$ 7,061.67	34.61%
Cell Phone Allowance	6108	\$ 1,066.14	\$ 4,820.07	\$ 4,650.63	\$ 15,420.00	\$ 10,769.37	30.16%
Part-Time Salaries	6110	\$ 31,141.38	\$ 57,671.44	\$ 127,508.22	\$ 479,525.00	\$ 352,016.78	26.59%
Retirement	6120	\$ 28,922.83	\$ 120,542.27	\$ 120,353.12	\$ 435,765.00	\$ 315,411.88	27.62%
457 Pension	6121	\$ -	\$ 6,173.32	\$ 6,023.23	\$ 7,000.00	\$ 976.77	86.05%
Deferred Compensation	6125	\$ 365.56	\$ 1,597.14	\$ 1,503.73	\$ 4,752.00	\$ 3,248.27	31.64%
Employee Insurance	6130	\$ 22,238.81	\$ 70,340.53	\$ 80,247.44	\$ 343,440.00	\$ 263,192.56	23.37%
Workers Compensation	6140	\$ 12,187.17	\$ 9,546.90	\$ 48,237.70	\$ 188,202.00	\$ 139,964.30	25.63%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
Loan - Pension Obligation	6160	\$ -	\$ 13,768.30	\$ 8,548.94	\$ 264,218.00	\$ 255,669.06	3.24%
PERS Unfunded Liability	6170	\$ -	\$ 434,065.00	\$ 501,541.00	\$ 516,970.00	\$ 15,429.00	97.02%
Personnel		\$ 267,311.42	\$ 1,429,306.50	\$ 1,621,030.69	\$ 4,800,250.00	\$ 3,179,219.31	33.77%
YTD Comparison				\$ 191,724.19			

Services and Supplies							
Telephone/Internet	6210	\$ 84.00	\$ 6,472.22	\$ 5,081.33	\$ 21,008.00	\$ 15,926.67	24.19%
Internet Services	6220	\$ 2,374.00	\$ 5,926.00	\$ 9,223.00	\$ 36,862.00	\$ 27,639.00	25.02%
IT Infrastructure	6230	\$ -	\$ 58.01	\$ 539.62	\$ 2,000.00	\$ 1,460.38	26.98%
Computer Hardware/Software	6240	\$ 462.02	\$ 4,151.53	\$ 2,438.66	\$ 12,050.00	\$ 9,611.34	20.24%
Pool Chemicals	6310	\$ 685.13	\$ 741.00	\$ 1,306.87	\$ 8,250.00	\$ 6,943.13	15.84%
Janitorial Supplies	6320	\$ 2,369.43	\$ 9,865.92	\$ 7,631.57	\$ 48,408.00	\$ 40,776.43	15.77%
COVID - Supplies	6321	\$ -	\$ 398.17	\$ 80.44	\$ 5,600.00	\$ 5,519.56	1.44%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Food Supplies	6340	\$ -	\$ -	\$ -	\$ 13,745.00	\$ 13,745.00	0.00%
Water Maint & Service	6350	\$ 64.00	\$ 277.95	\$ 195.00	\$ 1,265.00	\$ 1,070.00	15.42%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 880.00	\$ 880.00	0.00%
Insurance Liability	6410	\$ -	\$ 104,042.00	\$ 118,349.00	\$ 228,892.00	\$ 110,543.00	51.71%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 900.00	\$ 900.00	0.00%
Fuel	6510	\$ 4,538.82	\$ 14,616.60	\$ 13,363.50	\$ 51,600.00	\$ 38,236.50	25.90%
Vehicle Maintenance	6520	\$ 3,143.37	\$ 9,021.75	\$ 9,607.59	\$ 35,400.00	\$ 25,792.41	27.14%
Office Equipment Maintenance	6530	\$ -	\$ 116.89	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 3,098.82	\$ 6,884.53	\$ 7,663.27	\$ 88,000.00	\$ 80,336.73	8.71%

General Ledger
Fund 10 General Fund
October 2021 33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
HVAC	6620	\$ -	\$ 2,382.14	\$ -	\$ 8,820.00	\$ 8,820.00	0.00%
Playground Maintenance	6630	\$ 772.20	\$ -	\$ 1,054.87	\$ 40,000.00	\$ 38,945.13	2.64%
Turf Removal	6705	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
Grounds Maintenance	6710	\$ 3,815.45	\$ 14,274.26	\$ 20,875.76	\$ 86,220.00	\$ 65,344.24	24.21%
Tree Care	6719	\$ 3,150.00	\$ -	\$ 17,325.00	\$ 30,000.00	\$ 12,675.00	57.75%
Fee Schedule	6727	\$ -	\$ -	\$ -	\$ 16,397.00	\$ 16,397.00	0.00%
Contracted Pest Control	6730	\$ -	\$ 360.00	\$ 100.00	\$ 2,520.00	\$ 2,420.00	3.97%
Rubbish & Refuse	6740	\$ 5,395.19	\$ 25,568.32	\$ 23,825.22	\$ 79,346.00	\$ 55,520.78	30.03%
Vandalism/Theft	6750	\$ -	\$ -	\$ 36.02	\$ 500.00	\$ 463.98	7.20%
Memberships	6810	\$ 120.00	\$ 11,885.00	\$ 4,245.00	\$ 14,435.00	\$ 10,190.00	29.41%
Office Supplies	6910	\$ 175.91	\$ 1,020.77	\$ 3,797.74	\$ 12,709.00	\$ 8,911.26	29.88%
Postage Expense	6920	\$ 133.32	\$ 537.65	\$ 635.57	\$ 12,700.00	\$ 12,064.43	5.00%
Advertising Expense	6930	\$ 900.00	\$ 900.00	\$ 900.00	\$ 2,490.00	\$ 1,590.00	36.14%
Printing Charges	6940	\$ 742.72	\$ 3,162.32	\$ 2,773.75	\$ 14,123.00	\$ 11,349.25	19.64%
Registration Fees	6950	\$ 3,517.60	\$ 4,099.85	\$ 38,450.98	\$ 47,732.00	\$ 9,281.02	80.56%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 545,454.00	\$ 545,454.00	0.00%
Minor Furn Fixture & Equip	6980	\$ 72.99	\$ 604.57	\$ 602.79	\$ 1,137.00	\$ 534.21	53.02%
Fingerprint Fees (HR)	7010	\$ 30.00	\$ -	\$ 237.00	\$ 2,640.00	\$ 2,403.00	8.98%
Fire & Safety Insp Fees	7020	\$ 364.65	\$ -	\$ 364.65	\$ 3,800.00	\$ 3,435.35	9.60%
Permit & Licensing Fees	7030	\$ 50.00	\$ 797.80	\$ 2,357.90	\$ 6,350.00	\$ 3,992.10	37.13%
State License Fee	7040	\$ -	\$ 657.50	\$ 48.75	\$ 1,000.00	\$ 951.25	4.88%
Professional Services	7100	\$ -	\$ -	\$ -	\$ 81,550.00	\$ 81,550.00	0.00%
Legal Services	7110	\$ 4,838.03	\$ 18,010.96	\$ 28,113.16	\$ 90,000.00	\$ 61,886.84	31.24%
Typeset and Print Services	7115	\$ -	\$ -	\$ -	\$ 24,300.00	\$ 24,300.00	0.00%
Instructor Services	7120	\$ 7,447.76	\$ 8,280.15	\$ 45,454.03	\$ 69,303.00	\$ 23,848.97	65.59%
PERS Admin Fees	7125	\$ 78.65	\$ 869.32	\$ 354.95	\$ 2,128.00	\$ 1,773.05	16.68%
Audit Services	7130	\$ -	\$ 2,100.00	\$ -	\$ 20,275.00	\$ 20,275.00	0.00%
Medical & Health Svcs (HR)	7140	\$ -	\$ 400.00	\$ 100.00	\$ 8,670.00	\$ 8,570.00	1.15%
Security Services	7150	\$ 232.00	\$ 1,237.50	\$ 907.00	\$ 4,147.00	\$ 3,240.00	21.87%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 3,900.00	\$ 3,900.00	0.00%
Business Services	7180	\$ 232.44	\$ 33,475.25	\$ 37,664.07	\$ 67,660.00	\$ 29,995.93	55.67%
Umpire/Referee Services	7190	\$ 60.00	\$ -	\$ 340.00	\$ 1,500.00	\$ 1,160.00	22.67%
Subscriptions	7210	\$ 9.99	\$ 1,457.65	\$ 29.97	\$ 3,723.00	\$ 3,693.03	0.80%
Rents & Leases - Equip	7310	\$ 143.51	\$ 912.05	\$ 1,885.91	\$ 24,000.00	\$ 22,114.09	7.86%
Bldg/Field Leases & Rental	7320	\$ (500.00)	\$ -	\$ (250.00)	\$ 60.00	\$ 310.00	-416.67%
Event Supplies	7410	\$ -	\$ -	\$ 687.99	\$ 3,330.00	\$ 2,642.01	20.66%
Supplies	7420	\$ -	\$ -	\$ 115.74	\$ 4,900.00	\$ 4,784.26	2.36%
Bingo Supplies	7430	\$ 230.59	\$ -	\$ 1,777.46	\$ 3,600.00	\$ 1,822.54	49.37%
Sporting Goods	7440	\$ 726.20	\$ 93.18	\$ 2,309.21	\$ 6,000.00	\$ 3,690.79	38.49%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 3,375.00	\$ 3,375.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	0.00%
Small Tools	7500	\$ 240.52	\$ 582.64	\$ 560.32	\$ 6,000.00	\$ 5,439.68	9.34%
Safety Supplies	7510	\$ 257.39	\$ 130.00	\$ 735.06	\$ 2,550.00	\$ 1,814.94	28.83%
Uniform Allowance	7610	\$ 839.00	\$ 599.86	\$ 999.00	\$ 11,220.00	\$ 10,221.00	8.90%
Safety Clothing	7620	\$ 150.00	\$ 500.18	\$ 150.00	\$ 4,764.00	\$ 4,614.00	3.15%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%
Conference&Seminar Staff	7710	\$ 300.00	\$ 1,046.32	\$ 4,264.00	\$ 24,896.00	\$ 20,632.00	17.13%
Conference&Seminar Board	7715	\$ 66.00	\$ -	\$ 129.00	\$ 4,450.00	\$ 4,321.00	2.90%
Conference&Seminar Travel Exp	7720	\$ -	\$ -	\$ 1,149.83	\$ 14,718.00	\$ 13,568.17	7.81%
Out of Town Travel Board	7725	\$ -	\$ -	\$ 1,221.94	\$ 2,420.00	\$ 1,198.06	50.49%
Private Vehicle Mileage	7730	\$ -	\$ 127.83	\$ -	\$ 3,892.00	\$ 3,892.00	0.00%
Buses/Excursions	7750	\$ -	\$ -	\$ -	\$ 17,400.00	\$ 17,400.00	0.00%
Utilities - Gas	7810	\$ 151.95	\$ 3,495.62	\$ 6,352.30	\$ 30,414.00	\$ 24,061.70	20.89%
Utilities - Water	7820	\$ 53,408.89	\$ 390,549.86	\$ 301,995.90	\$ 899,999.00	\$ 598,003.10	33.56%
Utilities - Electric	7830	\$ 21,338.37	\$ 45,699.19	\$ 63,911.16	\$ 190,000.00	\$ 126,088.84	33.64%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 2,146.04	\$ 240.00	\$ 2,412.79	\$ 14,206.00	\$ 11,793.21	16.98%
Meals for Staff Training	7920	\$ 38.79	\$ 377.88	\$ 208.57	\$ 3,500.00	\$ 3,291.43	5.96%
Employee Morale	7930	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
COP Debt - PV Fields	7950	\$ 18,646.67	\$ 76,586.67	\$ 74,586.67	\$ 223,760.00	\$ 149,173.33	33.33%
Reserve Computer Fleet	7971	\$ -	\$ 1,666.68	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 3,053.75	\$ -	\$ 12,215.00	\$ 36,645.00	\$ 24,430.00	33.33%
Reserve Repair/Oper/Admin	7975	\$ 5,416.07	\$ 50,000.00	\$ 21,664.27	\$ 65,000.00	\$ 43,335.73	33.33%
Admin Fee/CC Refund 2020	8112	\$ -	\$ 11,436.84	\$ 275.00	\$ -	\$ (275.00)	0.00%
Services and Supplies		\$ 155,612.22	\$ 878,698.38	\$ 905,431.14	\$ 3,502,788.00	\$ 2,597,356.86	25.85%
YTD Comparson				\$ 26,732.77			

General Ledger
Fund 10 General Fund
October 2021 33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Capital							
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 64,730.00	\$ 64,730.00	0.00%
Community Center Marquee	8468	\$ -	\$ 3,997.52	\$ -	\$ -	\$ -	0.00%
Switches and Servers	8474	\$ -	\$ 29,642.96	\$ -	\$ -	\$ -	0.00%
Pitts Ranch BB Crt Repaint	8476	\$ -	\$ 7,950.00	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ 48,491.23	\$ -	\$ -	\$ -	0.00%
Inflatable System	8479	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
HVAC Administration Bldg	8481	\$ -	\$ 13,200.00	\$ -	\$ -	\$ -	0.00%
ECAA Loan-Lighting Project	8483	\$ -	\$ -	\$ 52.50	\$ 190,000.00	\$ 189,947.50	0.03%
HVAC Conference Room	8485	\$ 7,414.00	\$ -	\$ 7,414.00	\$ 15,000.00	\$ 7,586.00	49.43%
Pool Vacuum	8486	\$ -	\$ -	\$ 5,203.25	\$ 6,000.00	\$ 796.75	86.72%
Springville Parking Lot	8487	\$ 23,600.22	\$ -	\$ 23,600.22	\$ 80,000.00	\$ 56,399.78	29.50%
Mission Oaks Parking Lot	8488	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
Tennis Court Lighting	8489	\$ -	\$ -	\$ -	\$ 140,000.00	\$ 140,000.00	0.00%
Senior Center Carpeting	8491	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Sr Ctr Upgrade to Sound Board	8492	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Bingo Console	8494	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Turf Sweeper	8495	\$ -	\$ -	\$ 8,189.10	\$ 8,190.00	\$ 0.90	99.99%
ADA Transition Plan	8496	\$ -	\$ -	\$ -	\$ 82,880.00	\$ 82,880.00	0.00%
Capital		\$ 31,014.22	\$ 103,281.71	\$ 44,459.07	\$ 737,300.00	\$ 692,840.93	6.03%

TOTAL EXPENSES		\$ 422,923.64	\$ 2,308,004.88	\$ 2,526,461.83	\$ 8,303,038.00	\$ 5,776,576.17	30.43%
TOTAL YTD COMPARISON				\$ 218,456.96			

General Ledger
Fund 20 Assessment District Fund
October 2021 33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ (107.46)	\$ (95.37)	\$ (238.00)	\$ (142.63)	40.07%
Assessment Revenue	5500	\$ -	\$ (11,247.83)	\$ (6,849.52)	\$ (1,209,566.00)	\$ (1,202,716.48)	0.57%
Revenue		\$ -	\$ 11,355.29	\$ 6,944.89	\$ 1,209,804.00	\$ 1,202,859.11	0.57%
YTD Comparison				\$ (4,410.40)			
Personnel							
Full Time Salaries	6100	\$ 1,576.67	\$ 5,574.56	\$ 6,165.85	\$ 20,831.00	\$ 14,665.15	29.60%
Overtime Salaries	6101	\$ -	\$ -	\$ 17.37	\$ -	\$ (17.37)	0.00%
Cell Phone Allowance	6108	\$ 13.86	\$ 6.93	\$ 62.37	\$ 178.00	\$ 115.63	35.04%
Retirement	6120	\$ 260.55	\$ 910.40	\$ 1,025.32	\$ 3,568.00	\$ 2,542.68	28.74%
Employee Insurance	6130	\$ 296.17	\$ 813.40	\$ 988.69	\$ 3,749.00	\$ 2,760.31	26.37%
Workers Compensation	6140	\$ 171.04	\$ 545.83	\$ 669.85	\$ 2,483.00	\$ 1,813.15	26.98%
Personnel		\$ 2,318.29	\$ 7,851.12	\$ 8,929.45	\$ 30,809.00	\$ 21,879.55	28.98%
YTD Comparison				\$ 1,078.33			
Services and Supplies							
Incidental Costs - Assess	6709	\$ -	\$ 10,676.01	\$ 10,639.13	\$ 19,444.00	\$ 8,804.87	54.72%
Grounds Maintenance	6710	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Tree Care	6719	\$ -	\$ 3,750.00	\$ -	\$ 67,500.00	\$ 67,500.00	0.00%
Contracted LS Services	6720	\$ 37,385.59	\$ 168,329.12	\$ 134,745.24	\$ 465,913.00	\$ 331,167.76	28.92%
Park Amenities - Assess	6722	\$ -	\$ 929.12	\$ -	\$ 17,500.00	\$ 17,500.00	0.00%
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	\$ 44,146.67	\$ 175,186.67	\$ 176,586.68	\$ 529,760.00	\$ 353,173.32	33.33%
Services and Supplies		\$ 81,532.26	\$ 358,870.92	\$ 321,971.05	\$ 1,118,687.00	\$ 796,715.95	28.78%
YTD Comparison				\$ (36,899.87)			
TOTAL EXPENSE		\$ 83,850.55	\$ 366,722.04	\$ 330,900.50	\$ 1,149,496.00	\$ 818,595.50	28.79%
TOTAL YTD COMPARISON				\$ (35,821.54)			

General Ledger
Fund 30 Quimby Fee Fund
October 2021 33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ (8,785.47)	\$ (52.89)	\$ (35,013.00)	\$ (34,960.11)	0.15%
MBS Interest Earnings	5320	\$ -	\$ (3,640.00)	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ -	\$ 12,425.47	\$ 52.89	\$ 35,013.00	\$ 34,960.11	0.15%
YTD Comparison				\$ (12,372.58)			
Expense							
		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Capital							
Arneill Ranch Park Renovation	8464	\$ 162,466.20	\$ 6,180.00	\$ 321,621.54	\$ 1,477,651.00	\$ 1,156,029.46	21.77%
PVAC Restroom & Shower	8469	\$ -	\$ 35,249.13	\$ -	\$ -	\$ -	0.00%
Turf Grinder	8475	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Fertilizer Injector System	8478	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Community Center Kitchen	8480	\$ 3,482.67	\$ -	\$ 4,491.65	\$ 229,347.00	\$ 224,855.35	1.96%
Pickleball Sports Complex	8493	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	0.00%
Capital		\$ 165,948.87	\$ 41,429.13	\$ 326,113.19	\$ 3,106,998.00	\$ 2,780,884.81	10.50%

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,638,543.64	\$ 611,946.06	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ 2,800,000.00	Comstock/Elacora Mission Oaks		\$ 605,042.35	\$ 2,044,166.65	8/8/2021
8/10/2016	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/2018	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/2018	\$-	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/2019	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/2019	\$-	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/2019	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
Total	\$ 7,311,114.95	\$ 6,400,589.70			\$ 3,328,337.82	\$ 4,221,660.14	

General Ledger
Fund 40 Park Impact Fee Fund
October 2021 33%

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue								
Park Impact Fees	5450	\$	(158.40)	\$	-	\$ (158.40)	\$ -	\$ 158.40 0.00%
Revenue		\$	158.40	\$	-	\$ 158.40	\$ -	(158.40) 0.00%

General Ledger
Fund 50 CDBG - Food Share
October 2021 33%

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue								
CDBG - Food Share	5577	\$	-	\$	-	\$	(42,428.33)	\$ (42,428.33) 0.00%
Revenue		\$	-	\$	-	\$	42,428.33	\$ 42,428.33 0.00%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: December 2, 2021

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 694 REQUESTING A LOAN FROM THE CAPITAL
ACCOUNT TO THE GENERAL FUND ACCOUNT**

SUMMARY

Staff is requesting the Board to approve a temporary loan from Capital to the General Fund to help cover payroll and accounts payable expenses until the tax apportionment is received. This request is only precautionary as the District appears to have enough cash to handle all payroll and accounts payable invoices until the tax apportionment is received, which should be between December 20th – December 26th.

BACKGROUND

Staff continues to be prudent while managing the District's annual fiscal year budgets. Though the District's revenues have improved this year in comparison to last fiscal year which was during the peak of the COVID-19 crisis, staff is still spending in a cautionary manner. Beyond a variety of fees and charges that serve as revenue, the primary source of revenue is property taxes which are normally received between December 20th and December 26th.

The District receives the property taxes in two increments during the months of April and December. In the past, these two payments have been sufficient to cover the District expenses from April through December and January through March. For the month of December, the District may need to borrow funds from the District's Capital account which will include a payment to cover any interest earnings the capital account may lose due to the loan. The interest rate would be the equivalent to what the Capital account is currently earning at Pacific Western Bank; currently the Capital account earns interest at 0.04%. Once the December tax apportionment is received, the loan will be repaid back to the Capital account with interest. It is anticipated the loan would be no more than a 10-day loan if needed.

ANALYSIS

Staff is requesting a not to exceed amount of \$200,000 from the capital account to sufficiently operate for the remainder of the calendar year and prior to receiving the December property tax increment. This temporary loan, if needed, will provide funds for personnel costs and operations (services and supplies) and will not force the District to borrow funds from the District's bank as it had to do in the past.

Included with this staff report is the cash projection through December 31, 2021. This projection does not include the property tax apportionment that is scheduled to be received at the end of December 2021. The cash flow attached is of October 31, 2021 when the reports were prepared for the November 4, 2021 agenda packet. Staff is confident there is adequate cash on hand to cover the payroll and services and supplies if the projections hold true. The request for the loan is precautionary only as to secures funds in the event of a major catastrophic event or the property tax apportionment is delayed.

Based on the December property tax payment history, the District will be able to reimburse the Capital Account in January 2022.

FISCAL IMPACT

The fiscal impact to the General Fund will be for the interest paid to the Capital Account of approximately \$2.20 if the entire \$200,000 is borrowed from the Capital Account.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 694 directing staff to loan funds from the Capital Account to the General Fund Account to cover payroll and accounts payable expenditures for the last month of calendar year 2021.

ATTACHMENT

- 1) Resolution No. 694 (1 page)
- 2) Cash Projection (1 page)

RESOLUTION NO. 694

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUESTING A 10-DAY TEMPORARY LOAN FROM THE CAPITAL
FUND TO THE GENERAL FUND CHECKING**

WHEREAS, the Board of Directors of the Pleasant Valley Recreation and Park District (“District”) is a local public agency, operating pursuant to its principal act set forth in California Public Resources Code Section 5780 et seq.; and

WHEREAS, the District Board of Directors (“Board”) desires to authorize the Capital Fund to temporarily loan the General Fund an amount not to exceed \$200,000 for District operations, pending receipt of tax revenues in December 2021: and

WHEREAS, the General Fund will pay an interest rate equivalent to the current interest rate the Capital account is earning at Pacific Western Bank for the actual amount of funds borrowed.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 2nd day of December 2021, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Elaine Magner, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Cash Projections July-December 2021

	Month 0 (Actual)	July 2021 (Actual)	August 2021 (Actual)	Sept 2021 (Actual)	Oct 2021 (Actual)	Nov 2021 (Projected)	Dec 2021 (Projected)
Beginning Cash Balance	\$ 2,963,932	\$ 2,963,932	\$ 2,117,653	\$ 1,662,348	\$ 1,242,950	\$ 934,608	\$ 604,877
Cash Inflows							
Revenue		\$ 163,318	\$ 151,152	\$ 88,397	\$ 82,626	\$ 82,626	\$ 82,626
Total Cash Inflows		\$ 163,318	\$ 151,152	\$ 88,397	\$ 82,626	\$ 82,626	\$ 82,626
Cash Outflows							
Accounts Payable		\$ 343,764	\$ 193,259	\$ 112,427	\$ 123,657	\$ 141,979	\$ 170,964
Payroll		\$ 164,292	\$ 283,650	\$ 395,368	\$ 267,311	\$ 270,378	\$ 270,378
PERS Unfunded Liab		\$ 501,541					
PERS Loan			\$ 129,548				
Total Cash Outflows		\$ 1,009,597	\$ 606,457	\$ 507,795	\$ 390,968	\$ 412,357	\$ 441,342
Net Cash Flows		(846,279)	(455,305)	(419,398)	(308,342)	(329,731)	(358,716)
Ending Cash Balance	\$ 2,963,932	\$ 2,117,653	\$ 1,662,348	\$ 1,242,950	\$ 934,608	\$ 604,877	\$ 246,161

Beginning Cash Balance Includes: Starting General Fund, Contingency Funds and Dry Period Funds

** Variances in October, November and December are projected Unsecured and Supplemental Property Taxes District is to receive

**Secured Property Tax Payment is not factored into spreadsheet, Staff has budgeted \$4,016,056 for December.

**December Apportionment typically received between 12/20/2021 - 12/28/2021

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

TO: BOARD OF DIRECTORS

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

DATE: December 2, 2021

SUBJECT: LAS POSAS EQUESTRIAN PARK REPORT

SUMMARY

Pleasant Valley Recreation and Park District (District) has owned the land that Las Posas Equestrian Park occupies since 1972. The Park District developed and began operating the Park in 1979. Between 1979 and 1992, the District operated under the assumption that it was the owner of the trail system, which runs behind and beneath several neighboring residential properties. The local homeowners association sued the District, and it was established in 1993 that the Park District did not own certain sections of the trails and was given access to those areas via conveyance (the current status of these parcels is being researched with the County).

These conveyances are valid for 30 years, given that the District maintains their operation as equestrian trails. If the District fails to maintain the trails for equestrian use during this time, the conveyances will revert to the property owners. The District is approaching the end of this agreement and is exploring options regarding the status of the Park with the District.

BACKGROUND

Las Posas Equestrian Park is a park in the northwest quadrant of the District. Developed in 1979, the Park offers a riding arena and riding trails that run down into a wash behind several Las Posas Hills neighborhood homes. In addition to the trail system, two arenas offer the only enclosed public equestrian facilities in the Camarillo area. Throughout the years, common users have included hikers looking for a challenging urban trail site, urban horse owners including members of the Camarillo White Horses and Las Posas Rancheros, and equestrians from out of the area looking for a spot to stretch their horses.

Since the District took ownership of the land in 1972, it has been a source of concern for local residents and difficulty for District staff. On multiple occasions, the trail portion has been blocked by residents seeking to limit access to the trail and prevent the public's use of the trail system. Additional problems were created through poor planning by developers in the surrounding areas who have cut the equestrian trails off at street thoroughfares without any means to cross into other trail sections. This has effectively turned the trails into islands, disconnected from each other and with little or no signage directing users to subsequent sections.

However, the largest point of contention for both residents and the District has stemmed from a lawsuit which was filed against the District and a variety of other defendants and was resolved with an adjudicated Settlement reached in early 1993. The Settlement between the District and the Plaintiffs is the most current document that governs the disposition of land in the area and how the trails are to be used and maintained.

Within the Settlement, the District has been conveyed portions of eight properties, strips "4 and 5" (see attachments), to provide the public with access to uninterrupted equestrian trail areas and to maintain the trail areas. Additionally, the District is to have been granted a license for the use of trail strips "1, 2, and 3" (see attachments) which the association manages. The District is also obligated to maintain the trails through strips 4 and 5 at a minimum of twelve feet wide unless restricted by topography. This includes an identified need to address the erosion and damage of the barranca walls and toes within strips 4 and 5 (see Settlement pg. 12). Addressing any of the barranca walls or toes requires notification and approval by the adjoining property owner. If the District fails to maintain the trails, it is likely that the Las Posas Hills Homeowners Association will pursue legal action against the District.

However, the District maintains the right to close the trail at any time for the purposes of public safety if it finds that the adjoining homeowners are not maintaining the portions of their property which abut the trail or if they improperly block the trail. The back and forth status of the trail has caused the relationship between the District and the homeowner's association to become contentious at times. This is evident by the almost annual letters received by the District from the homeowner's association attorney, threatening the District with legal action if the trail system is not maintained to their perceived standard. However, it must also be noted that the Settlement also stipulates that the association must maintain trail portions 1, 2, and 3 in the same state or better than what was present in the three years between 1989 and 1992.

The last stipulation that affects the District's ability to maintain the park trail system is the expiration date of the conveyances and stipulations placed upon the trail's use. To maintain access to the conveyances and subsequent separated pieces of trails, the District is obligated to maintain the trail system for equestrian use for 30 years from the date of the Settlement. If this point is violated, the District will lose its right to use the conveyances and will be forced to return those properties to the adjacent owners.

If the Settlement is maintained until the end of the specified 30 years, the agreement will automatically renew for another irrevocable five years. Either party can unilaterally inform the other that they wish to not renew the current agreement, at which point the agreement would become null and void at the end of its term. The Park District would be compelled at that point to return the established conveyances to the adjacent property owners.

ANALYSIS

District staff has laid out a plan needed to continue the Las Posas Equestrian Park and Trail process. The steps are as follows:

Step 1: Easement and Deed Research

Staff is in the discovery phase reviewing the current easements and deeds of the properties that were created nearly 30 years ago, which allowed for public access along the trail maintained by the District. This process includes reviewing the existing easements and deeds, determining any special conditions, as well as potential agreement deal points for each property in perpetuity.

Step 2: Ventura County Watershed District

Located at the southern end of the trail, the Ventura County Watershed District has a storm basin known as Parcel X. Currently, people traveling on this portion of the trail system will reach a "No Trespassing" sign at the storm basin and are required to turn around. However, individuals tend to ignore the "No Trespassing" sign and travel along the basin or trespass onto neighboring properties.

District staff has contacted the Ventura County Watershed District to investigate what steps and costs would be associated with incorporating this section into the trail. The District would have to enter into an encroachment permit and watercourse permit with the Ventura County Watershed in order for the District to access Parcel X. The following steps would be required:

- 1) Complete the Encroachment & Watercourse Permit
- 2) Submit a trust deposit of \$2,000 (\$395 is a non-refundable application fee, and the remaining \$1,605 is put in the trust account for permit staff charges)
- 3) Plans and a location map showing the activity or proposed construction
- 4) Maintenance agreement between the Watershed Protection District and Pleasant Valley Recreation & Park District outlining each agencies responsibilities
- 5) Insurance requirements

Additionally, the District would need to develop a maintenance agreement between the Watershed Protection District and Pleasant Valley Recreation & Park District outlining who is responsible for what. Further research is still needed to gauge the cost pertaining to the "Use and Maintenance" Agreement and any improvements.

There are currently five private property owners that have easements as either part of Property X and/or as part of the Watershed Basin. As part of the permitting process, the District would need to engage the property owners in discussion pertaining to easements for the District. This process of investigating all Ventura County Watershed District requirements and easements with the five property owners will take 3 to 6 months to complete.

Step 3: Long Range Planning Committee

At the July 14, 2021, September 9, 2021, and November 10, 2021 Long Range Planning Committee meetings, the committee was presented with options the District could peruse. The Long Range Planning Committee recommended removing option three which was to pursue the sale of Las Posas Equestrian Park.

Option 1: Maintain the Park/Trail System as a Special-Use Equestrian Park (Status Quo)

This option would require the least alteration of current District operations. This option would not address any of the current challenges identified within the District's Community Needs Assessment Study. The park would continue to have a relatively low impact upon the District budget but would also fail to earn the District any revenue. This would maintain the status quo for another five years and allow the District to continue to operate the trail portion of the park in accordance with the agreement, given that the Las Posas Hills HOA does not inform the District of its intent to abandon the agreement allowing public access to the trails.

However, the status of the agreement is not clear after the 30-year^[M01]_[DG2] term outlined in 1993. It is primarily unclear due to the status of the easements granted to the District after the expiration of the initial 30-year term. While the license agreement for the use of the Las Posas Hills HOA trail system is perpetually self-renewing, the easements recorded in early 1993 are for a 30-year term^[KR3] only. This indicates that the District will need to negotiate with each property owner to maintain access to these easements past 2023.

Estimated Costs Option 1	
Renegotiate License Agreements District Trail Residents	11,000.00
Negotiate Agreement with LPHOA for Modern Agreement	5,000.00
Total First Year Agreement Costs	\$16,000
Current Trail Maintenance Cost	13,000.00
Total Annual Maintenance Costs	\$13,000
Total Estimated Cost for First Year	\$29,000

Option 2: Redevelop and extend the Park/Trails to Accommodate Local Residents and Urban Hikers

Positive outcomes from this option would include addressing the stated needs in the District's Community Needs Assessment Study, providing a more accessible park for the surrounding residents, and providing the District with more rentable facilities. This option would keep a park in a relatively underserved neighborhood that may also be available for unique programming opportunities due to its location outside the Camarillo city limits.

Furthermore, efforts could be made to integrate the Las Posas trail with the surrounding trails maintained by other HOA's and create a localized urban trail system. This would be the first of its kind within the District with a total distance of approximately 2.1 miles combined trail system.

Currently, the Las Posas Hills HOA maintains their section of trail approximately 1.3 miles long with a landscaper who maintains a 10ft wide by 10ft tall corridor. This includes keeping the 10ft wide path clear and removing any limbs within 10ft from the ground. Currently, all trees located along the trail are the responsibility of the homeowners. In the prior year, the Las Posas HOA spent approximately \$10,000 on fixing erosion along the trail. Sandbags are currently placed along certain parts of the trail to protect against erosion.

To anticipate the District's possibility of maintaining the Las Posas Hills HOA section of the trail, the District received a landscape maintenance estimate from Natural Green Landscape, Inc. for the following scope of service for 1x per week service, which is currently the standard by which the HOA maintains their portion of the trail.

- Hand and mechanical spot weeding weekly
- Spot check to clean hardscape area from grass or weeds
- Pick up trash in planter beds and remove leaf litter as it builds up
- Clean V ditches weekly in specified areas throughout the month, each section per week.

The monthly service contract will be at the rate of \$2,550 per month, totaling \$30,600 per year. The \$30,600 would only include the new section of the trail and is based on current HOA standards.

A major challenge inherent with this option is the requirement that the District negotiate a new agreement with the adjacent homeowners and Las Posas Hills HOA over the status of the current conveyances as the District is compelled to return those properties at the end of the current agreement.

A vote from the 81 homeowners of the Las Posas Hills HOA would have to take place for the District to take control of the trails. Following an approval vote, easements and deeds would need to be negotiated with all the homeowners that the trail crosses over as well as an agreement with the HOA. There has been mixed feeling with the homeowners regarding people walking behind their homes, and some homeowners could demand an unknown amount of compensation for the easement or deed.

Further challenges include possible negative reactions from citizens to the closure of the last free public equestrian park in the Camarillo area, negative reactions by neighboring residents to increased usage and possible public access to the trail portions which adjoin private property, and ambiguity regarding the availability of the rest of the trail system within the Las Posas neighborhood.

Objections to closing the park to equestrians may be somewhat mitigated by the creation of mixed-use facilities which cater to both equestrian and pedestrian usage. However, this may need to be explored by insurance providers and risk managers prior to being pursued as a serious option so that the District is suitably protected from unnecessary liability.

This option cannot be implemented until after the Settlement expires or a new agreement is negotiated. Additionally, unknown investment amounts could be required from the District to convert the park from equestrian use to use by the general public. Furthermore, the Las Posas Hills HOA does not have any obligation to open trail portions 1, 2, and 3 to the general public and could close the trail at any time. These issues may make pursuing this option prohibitively difficult and may predispose the District to explore the purchase of the entire trail system from the association in order to ensure uninhibited public use.

To aid in the decision-making process, Option 2 is being broken into Option 2 A, B, and C.

Option 2 A: The District takes responsibility for the Watershed Basin, continues with the District's current section of the trail, and takes responsibility for the Las Posas Hills HOA trail sections. Under this option, the District would continue to operate the approximately 0.5 miles of the trail within the barranca and renegotiate terms with the homeowners along the current trail. The District would also enter into negotiations with the Las Posas Hills HOA for the District to take over the approximately 1.31 miles of trail North of the equestrian park that currently connects to the park.

Staff has provided an estimate on the possible costs associated with this option. Depending on the agreements, legal costs, and unforeseen costs, the costs to this option could be considerably higher. The costs associated with the agreements and negotiations will be mostly the first year only, and maintenance costs will continue annually.

Estimated Costs for Option 2 A	
Renegotiate License Agreements District Trail Residents	11,000.00
Negotiate Agreement with Property Owners Water Basin	5,000.00
Negotiate Sections 1, 2, & 3	30,000.00
Negotiate Agreement with LPHOA for modern agreement	5,000.00 _[MO4]
Negotiate Agreement with VC	5,000.00
Total First Year Agreement Costs	\$56,000
New Trail Maintenance	30,600.00
Current Trail Maintenance Cost	13,000.00
Total Annual Maintenance Costs	\$43,600
Total Estimated Cost for First Year	\$99,600

Option 2 B: The District takes responsibility for the watershed basin, continues with the District's current section of the trail, but does not take responsibility for the Las Posas Hills HOA trail sections. This option would provide access to the trail system south of the Equestrian Park through the watershed basin. Unless the Las Posas Hills HOA blocks access, the entire equestrian trail will remain open.

Staff has provided an estimate on the possible costs associated with this option. Depending on the agreements, legal costs, and unforeseen costs, the costs to this option could be considerably higher. The costs associated with the agreements and negotiations will be mostly the first year only, and maintenance costs will continue annually.

Estimated Costs for Option 2 B	
Renegotiate License Agreements District Trail Residents	11,000.00
Negotiate Agreement with Property Owners Water Basin	5,000.00
Negotiate Agreement with LPHOA for modern agreement	5,000.00 _[MO5]

Negotiate Agreement with VC	5,000.00
Total First Year Agreement Costs	\$26,000
Current Trail Maintenance Cost	\$13,000
Total Annual Maintenance Costs	\$13,000
Total Estimated Cost for First Year	\$39,000

Option 2 C: The District continues with the District's current section of the trail, and takes responsibility for Las Posas Hills HOA sections of the trail. The District does not enter into an agreement for the watershed basin.

Staff has provided an estimate on the possible costs associated with this option. Depending on the agreements, legal costs, and unforeseen costs, the costs to this option could be considerably higher. The costs associated with the agreements and negotiations will be mostly the first year only, and maintenance costs will continue annually.

Estimated Costs for Option 2 C	
Renegotiate License Agreements District Trail Residents	11,000.00
Negotiate Sections 1, 2, & 3	30,000.00
Negotiate Agreement with LPHOA for modern agreement	5,000.00
Total First Year Agreement Costs	\$46,000
New Trail Maintenance	30,600.00
Current Trail Maintenance Cost	13,000.00
Total Annual Maintenance Costs	\$43,600
Total Estimated Cost for First Year	\$89,600

Steps 1 and 2 are currently in process and will take approximately three to six months, depending on the availability of information and board action.

Following the Board meeting and Staff receiving direction, staff can move forward with Steps 4 through 7.

Step 4: Working with Homeowners on Easements and Deed Agreements

Along the trail currently managed by the District, approximately 30 years ago, 11 homes provided the District either an easement or a deed for access to their land that the trail follows, including five easements and six deeds. These conveyances are valid for 30 years, given that the District maintains their operation as equestrian trails. If the District fails to maintain the trails for equestrian use during this time, the conveyances will revert to the property owners.

Staff will need to contact each current property owner and secure new easements or deeds along the trail. The District's goal is to make the conveyances agreement in perpetuity, avoiding this process in the future. The timeframe for this will depend on the willingness of the property owners.

Step 5: Easement for Ventura County Watershed District Area

The District would need to complete five easements and/or deeds with the private landowners within the Ventura County Watershed District Area. The timeframe for this will depend on the willingness of the property owners and the time to prepare legal documents.

Step 6: Agreement with Ventura County Watershed District

Complete the encroachment permit and waterway permit with the Ventura County Watershed District. Additionally, the District would enter into a maintenance agreement between the Watershed Protection District and Pleasant Valley Recreation & Park District outlining each agency's responsibilities. Once all documents are submitted, the permitting process is estimated to take two months. If construction or alterations are required to make the trail safe, the permitting process will take longer.

Step 7: Agreement with Las Posas Hills Homeowners Association

Depending on the Board's actions and decisions during the Board meeting, an agreement would need to be made with the Las Posas Hills Homeowners Association to outline responsibilities of the District and the association regarding the maintenance and the responsibilities of the landowner when debris lands within the trail.

FISCAL

There is no fiscal impact unless the Board opts to pursue any of the options listed. With that being said, there are currently multiple options that could range in cost from approximately \$29,000 – \$99,600. There is a large portion of costs for the initial year due to negotiating conveyances, HOA agreements, and the Water Basin Agreement. The rough magnitude of costs do not include any capital projects, costs for land, or Ventura County Water Basin improvement requirements at this time.

RECOMMENDATION

It is recommended the Board provide guidance and direction for the Las Posas Equestrian trails item and next steps.

Option 1: Maintain the Park/Trail System as a Special-Use Equestrian Park. (Status Quo)

Option 2: Redevelop the Park/Trails to Accommodate Local Residents and Urban Hikers:

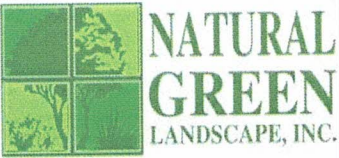
Option 2 A: The District takes responsibility for the Watershed Basin, continues with the District's current section of the trail, and takes responsibility for the Las Posas HOA trail sections.

Option 2 B: The District takes responsibility for the watershed basin, continues with the District's current section of the trail, but does not take responsibility for the Las Posas HOA trail sections.

Option 3 C: The District continues with the District's current section of the trail, and takes responsibility for Las Posas HOA sections of the trail.

ATTACHMENTS

- 1) Natural Green Landscape, Inc. (1 page)
- 2) Las Posas Settlement Documents (109 pages)
- 3) Agreement Exhibits B & C for property disposition and current requirements placed upon the District (62 pages)
- 4) Proposed Trail in Basin (1 page)



Las Posas Hills – Transformation Plan

Shrub Pruning, Irrigation, Landscape Maintenance

Natural Green Solution:

Solutions Driven Landscape Maintenance Account Management

- Irrigation Plan: Create opportunities for saving water and enhancing community
 - *Frequent communication with task driven solutions with Photos, Maps*
- No weekend work unless requested by the property
- Staff is clearly identified in professional Natural Green Attire

Your Community Natural Areas:

- Necessitate training and safety for pedestrians, sidewalks, and open spaces.
- Natural Green Staff proactively communicate pests such as bees will be included to weekly reports to indicate trends for the safety of staff and residents.

Las Posas Hills

Performance based contract shall service property 1x per week. Our perspective is to find a balance of natural pruning that will require less frequent and aggressive pruning, hedging and clearance.

Winter and Fall are task driven and we will adjust to meet the requirements of each season peaks, for instance, Spring and Summer and may require Natural Green to send additional manpower to assure that we do not fall behind or result in neglect of key areas.

ANNUAL COMPENSATION SCHEDULE

The monthly service contract for this property shall be **\$2,550.00** per month.

The total amount annually for this contract shall be **30,600.00 per year**, which shall be paid in twelve (12) installments of **\$2,550.00 per month**.

Notes:

- Hand and mechanical spot weeding weekly
- Spot check to Clean hardscape areas from grass or weeds
- Pick up trash in planter beds and remove leaf litter as it builds up.
- Clean V ditches weekly in specified areas throughout month, each section per week

SETTLEMENT DOCUMENTS

LAS POSAS EQUESTRIAN COMMITTEE

v.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

VENTURA COUNTY SUPERIOR COURT

CASE NO. 96404

1. JUDGMENT
2. STIPULATION TO ENTRY OF JUDGMENT
3. SETTLEMENT AGREEMENT AND MUTUAL RELEASE
4. JUDGMENT BY COURT AFTER DEFAULT
5. LICENSE AGREEMENT
6. HOMEOWNER GRANT DEEDS AND GRANTS OF EASEMENT

RECORDED AT REQUEST OF
AND RETURN TO:

93-065046

Rec Fee 23.00
ADD 2.00
Check 25.00

Michael W. Case, Esq.
Ferguson, Case, Orr, Paterson
& Cunningham
1050 South Kimball Road
Ventura, CA 93004

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
3:30pm 13-Apr-93

CC 7

FILED

MAR 22 1993

SHEILA GONZALEZ, Superior Court
Executive Officer and Clerk
By *[Signature]* Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

10	LAS POSAS EQUESTRIAN COMMITTEE,)	Case No. 96404
11	an Unincorporated Association on)	
	Behalf of its Members, et al.,)	
12)	JUDGMENT
	Plaintiffs,)	
13	vs.)	
14	PLEASANT VALLEY RECREATION AND)	
15	PARK DISTRICT, a political entity,)	
	et al.,)	
16)	
	Defendants,)	
17	<hr/>		
18	AND RELATED CROSS-ACTIONS.)	

20 Having considered the Settlement Agreement submitted, the
21 evidence presented by the parties, and the arguments of counsel
22 at this Court's hearing duly noticed for that purpose, and
23 finding good cause, this Court finds:

25 A. Plaintiffs and cross-defendants LAS POSAS EQUESTRIAN
26 COMMITTEE, an Unincorporated Association on behalf of its mem-
27 bers; LAS POSAS RANCHEROS, a non-profit California corporation;
28 DAVID ANDERSON, an individual and on behalf of the general

1 public; ROBERT W. SCHROEDER, an individual; and LEONARD DIAMOND,
2 an individual, sometimes all collectively referred to as "PLAIN-
3 TIFF EQUESTRIANS"; defendants and cross-complainants DAVID G.
4 SCHUMAKER and KAREN J. SCHUMAKER; RICHARD G. TANITA and EDNA O.
5 TANITA; KENNETH H. HENDRICKSON and MARIAN HENDRICKSON, Trustees;
6 ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees;
7 DENNIS E. REYNOLDS and SUSAN REYNOLDS; ZOLTAN DALA and SAROLTA A.
8 DALA; all collectively referred to as "SELECTED HOMEOWNERS"; and
9 cross-defendants LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCI-
10 ATION"); THE MITCHELL COMPANY and ROBERT BOSWELL collectively
11 "MITCHELL"; PLEASANT VALLEY RECREATION AND PARK DISTRICT "PARK
12 DISTRICT"; HENRY Y. SASAKI and BETTY M. SASAKI "SASAKIS"; and
13 EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively
14 "RAMSEYER" have previously agreed to and executed a "Settlement
15 Agreement and Mutual Release" (the "Settlement Agreement"), which
16 resolves many of the issues of the complaints and cross-com-
17 plaints herein.

18
19 B. The Settlement Agreement concerns LAS POSAS HILLS,
20 Tract Number 2706, located in the vicinity of Camarillo, Califor-
21 nia, in the County of Ventura. It was developed in two phases,
22 following recordation of a Tract Subdivision Map on October 5,
23 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53,
24 of the Official Records of Ventura County ("Tract Map"). The
25 first phase was developed, and its CC&R's were recorded prior to
26 development of Phase II, thereafter added by recordation of a
27 Declaration of Annexation.

28 [*Not in original document, added at recorder's request: Robert S. MacAlister and
Catherine V. MacAlister Trust dated November 20, 1985; Hendrickson Family Trust
dated December 3, 1979.]

1 C. A dispute has arisen among the PLAINTIFF EQUESTRIANS
2 and the remaining parties to this Agreement regarding the exis-
3 tence and location of equestrian easements within Tract 2706.
4 Plaintiffs have previously contended that a public trail system
5 exists as more or less illustrated by the proposed trails identi-
6 fied by the Tract Map based on various theories set forth in
7 their complaint. The remaining parties with the possible excep-
8 tion of the PARK DISTRICT, disagree in one manner or another, as
9 to both the existence and location of the trails, and dispute the
10 claim that any trails are public. Those positions are more fully
11 set forth in their various pleadings.
12

13 D. Cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS,
14 MacALISTERS, REYNOLDS and DALAS, have asked the Court by their
15 cross-complaint to determine the easement rights the subject of
16 the complaint, the cross-complaints and this judgment, and named
17 as cross-defendants, Does 501 through 950, inclusive, asserting
18 that such cross-defendant Does may assert adverse claims. The
19 said cross-complaint was duly served on said cross-defendant Does
20 by publication in accordance with Code of Civil Procedure section
21 415.50, said cross-defendant Does failed to respond to the cross-
22 complaint or to otherwise appear and, on July 13, 1992, the Court
23 entered its judgment after default against said Doe cross-defen-
24 dants and in favor of cross-complainants SCHUMAKERS, TANITAS,
25 HENDRICKSONS, MacALISTERS, REYNOLDS and DALAS. The Court finds
26 that a several judgment against said Doe cross-defendants is
27 proper and that, pursuant to Code of Civil Procedure Sections 578
28 and 579, the Court is entitled to make the within judgment

1 determining the ultimate rights of the remaining parties on each
2 side, as between themselves.

3
4 E. Among other things, the Settlement Agreement creates an
5 agreed equestrian trail system for public use to be owned and/or
6 controlled by the Park District. That system incorporates the
7 use of some, but not all, of the trails and/or property original-
8 ly a part of this action, in addition to adjoining properties
9 owned by non-parties who have voluntarily participated. Certain
10 other property the subject of this litigation is not included as
11 a part of that trail system. This judgment confirms the agreed
12 system as more specifically described by the Settlement Agreement
13 and records that certain property interests are not included.

14
15 F. The judgment made herein is consistent with the Settle-
16 ment Agreement, and the evidence presented. Finding good cause
17 to do so, the Court orders entry of judgment as follows:

18
19 IT IS THEREFORE ADJUDGED, ORDERED AND DECREED:

20
21 1. The Settlement Agreement, including without limitation,
22 those parts creating an agreed equestrian trail system, is
23 approved. Each of the parties to the Settlement Agreement is
24 bound by its terms and entitled to its benefits as therein
25 provided.

26
27 2. Pursuant to the ASSOCIATION'S CC&R's and certain
28 effectuating deeds, private equestrian easements were created on

1 behalf of the ASSOCIATION in Phase I only (Lots 1-20, 71 and 73-
2 83) in the area of the proposed easements shown on the Tract Map.
3 Pursuant to the same CC&R's and the Declaration of Annexation by
4 which Phase II was annexed to the Tract, certain other private
5 equestrian easements were created on behalf of the ASSOCIATION as
6 described in Exhibit "A" to the Declaration of Annexation. All
7 of the previously-mentioned easements are owned by the LAS POSAS
8 HILLS OWNERS ASSOCIATION.

9
10 3. The Park District owns, and at all times during the
11 litigation has owned, Lot 57 of Tract 2706. In accordance with
12 the Settlement Agreement certain additional property or easement
13 rights in or adjoining Tract 2706 have been deeded to the PARK
14 DISTRICT and the PARK DISTRICT has been given a license to use
15 and allow the public to use an agreed part of the ASSOCIATION'S
16 private equestrian trail system. Except for the foregoing,
17 neither the public nor the PARK DISTRICT, has any property right
18 or other claim to any other part of Tract 2706 for equestrian
19 trail purposes.

20
21 4. The following lots within Tract 2706 are not subject to
22 any equestrian easements of any kind, including those depicted on
23 the Tentative Tract Map for Tract 2706: 65, 66, 67, 49, 51 and
24 54.

25
26 5. The "License for Equestrian Recreation Trails" Agree-
27 ment made by the ASSOCIATION and PARK DISTRICT as referenced by
28

1 the Settlement Agreement is hereby approved and found to be
2 valid.

3
4 6. GRIFFIN HOMES ("GRIFFIN"), presently in Chapter 11
5 proceedings under the bankruptcy act, and FRONTIER ENTERPRISES
6 ("FRONTIER"), a corporation related to GRIFFIN, are not parties
7 to the Settlement Agreement. Claims for money damages by or
8 against GRIFFIN and FRONTIER are not resolved by this Judgment.
9 The Court finds that a several judgment as to FRONTIER and/or
10 GRIFFIN is proper and is hereby permitted.

11
12 7. The Court shall maintain continuing jurisdiction as
13 necessary to implement the Settlement Agreement and this Judgment
14 and to resolve any disputes which may arise concerning either.
15 Such disputes shall be submitted to the presiding judge of the
16 Ventura County Superior Court, or such other judge of that Court
17 as the presiding judge shall appoint, for disposition.

18
19 8. The parties shall bear their own respective attorney's
20 fees and costs except as otherwise ordered in favor of any party
21 against cross-defendants FRONTIER or GRIFFIN in any further
22 proceedings.

23
24
25 DATED: MAR 19 1993, 1993

26 Barbara J. ...
JUDGE OF THE SUPERIOR COURT

27 C25799

1 Michael W. Case
2 FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM
3 1050 South Kimball Road
4 Ventura, California 93004
5 (805) 659-6800

FILED

MAR 22 1993

6 Attorneys for Defendants and Cross-Complainants
7 SCHUMAKERS, TANITAS, REYNOLDS, HENDRICKSONS, EILA GONZALEZ, Superior Court
8 MacALISTERS, and DALA Executive Officer and Clerk
9 By _____, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF VENTURA

12 LAS POSAS EQUESTRIAN COMMITTEE,
13 an Unincorporated Association on
14 Behalf of its Members, et al.,

15 Plaintiffs,

16 vs.

17 PLEASANT VALLEY RECREATION AND
18 PARK DISTRICT, a political entity,
19 et al.,

20 Defendants.

21 AND RELATED CROSS-ACTIONS.

Case No. 96404

STIPULATION TO ENTRY OF
JUDGMENT

22 Having agreed to settlement of this case, attended various
23 hearings before this Court in connection with resolution of the
24 case and entry of judgment, reviewed the form of judgment at-
25 tached hereto as Exhibit "A", and believing there to be good
26 cause to do so, the parties, through their respective counsel,

27 ///

28 ///

///

///

1 hereby stipulate to entry of judgment in the form attached
2 hereto.

3


4 DATED: January 28, 1993

5

FERGUSON, CASE, ORR, PATERSON
& CUNNINGHAM

6

7

By 
MICHAEL W. CASE, Attorneys for
Defendants and Cross-Complainants
SCHUMAKERS, TANITAS, REYNOLDS,
HENDRICKSONS, MacALISTERS, and
DALA

8

9

10

11


DATED: January 29, 1993

12

ENGLAND, WHITFIELD, SCHROEDER
& TREDWAY

13

14

By 
MARY SCHROEDER, Attorneys for
Plaintiffs and Cross-Defendants
LAS POSAS EQUESTRIAN COMMITTEE,
an Unincorporated Association on
behalf of its members, LAS POSAS
RANCHEROS, a non-profit
California corporation, DAVID
ANDERSON, an Individual and on
behalf of the general public,
ROBERT SCHROEDER, an Individual,
and LEONARD DIAMOND, an
Individual

15

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20

21


22 DATED: January 29, 1993

23

HENDERSON & WOHLGEMUTH

24

25

By 
JOE HENDERSON, Attorneys for
Defendant and Cross-Complainant
LAS POSAS HILLS OWNERS
ASSOCIATION

26

27

28

1 DATED: February
January 10, 1993


RAMSEYER & ASSOCIATES

2
3
4 By 
EDDIE RAMSEYER, President


5 DATED: February
~~January~~ 10, 1993

6
7 
EDDIE RAMSEYER, In Propria
Persona

8 DATED: February 17, 1993
~~January~~ , 1993


9
10 
GARY S. MYERS, SR., Attorney for
Defendant and Cross-Defendant
THE MITCHELL COMPANY and ROBERT
BOSWELL

11
12 DATED: February
~~January~~ 5, 1993

13
14 
GORDON R. LINDEEN, Attorney for
Defendant and Cross-Defendant
PLEASANT VALLEY RECREATION AND
PARK DISTRICT

15
16 DATED: February
~~January~~ 3, 1993

17
18 FULBRIGHT & JAWORSKI L.L.P.
~~RICHARDS, WATSON & GERSHON~~

19 By 
THOMAS R. FREIBERG, JR.,
Attorneys for Defendant and
Cross-Defendant PLEASANT VALLEY
RECREATION AND PARK DISTRICT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

LAS POSAS EQUESTRIAN COMMITTEE,
an Unincorporated Association on
Behalf of its Members, et al.,

Plaintiffs,

vs.

PLEASANT VALLEY RECREATION AND
PARK DISTRICT, a political entity,
et al.,

Defendants.

Case No. 96404

JUDGMENT

AND RELATED CROSS-ACTIONS.

Having considered the Settlement Agreement submitted, the evidence presented by the parties, and the arguments of counsel at this Court's hearing duly noticed for that purpose, and finding good cause, this Court finds:

A. Plaintiffs and cross-defendants LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members; LAS POSAS RANCHEROS, a non-profit California corporation; DAVID ANDERSON, an individual and on behalf of the general

1 public; ROBERT W. SCHROEDER, an individual; and LEONARD DIAMOND,
2 an individual, sometimes all collectively referred to as "PLAIN-
3 TIFF EQUESTRIANS"; defendants and cross-complainants DAVID G.
4 SCHUMAKER and KAREN J. SCHUMAKER; RICHARD G. TANITA and EDNA O.
5 TANITA; KENNETH H. HENDRICKSON and MARIAN HENDRICKSON, Trustees;
6 ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees;
7 DENNIS E. REYNOLDS and SUSAN REYNOLDS; ZOLTAN DALA and SAROLTA A.
8 DALA; all collectively referred to as "SELECTED HOMEOWNERS"; and
9 cross-defendants LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCI-
10 ATION"); THE MITCHELL COMPANY and ROBERT BOSWELL collectively
11 "MITCHELL"; PLEASANT VALLEY RECREATION AND PARK DISTRICT "PARK
12 DISTRICT"; HENRY Y. SASAKI and BETTY M. SASAKI "SASAKIS"; and
13 EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively
14 "RAMSEYER" have previously agreed to and executed a "Settlement
15 Agreement and Mutual Release" (the "Settlement Agreement"), which
16 resolves many of the issues of the complaints and cross-com-
17 plaints herein.

18
19 B. The Settlement Agreement concerns LAS POSAS HILLS,
20 Tract Number 2706, located in the vicinity of Camarillo, Califor-
21 nia, in the County of Ventura. It was developed in two phases,
22 following recordation of a Tract Subdivision Map on October 5,
23 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53,
24 of the Official Records of Ventura County ("Tract Map"). The
25 first phase was developed, and its CC&R's were recorded prior to
26 development of Phase II, thereafter added by recordation of a
27 Declaration of Annexation.

28

1 C. A dispute has arisen among the PLAINTIFF EQUESTRIANS
2 and the remaining parties to this Agreement regarding the exis-
3 tence and location of equestrian easements within Tract 2706.
4 Plaintiffs have previously contended that a public trail system
5 exists as more or less illustrated by the proposed trails identi-
6 fied by the Tract Map based on various theories set forth in
7 their complaint. The remaining parties with the possible excep-
8 tion of the PARK DISTRICT, disagree in one manner or another, as
9 to both the existence and location of the trails, and dispute the
10 claim that any trails are public. Those positions are more fully
11 set forth in their various pleadings.

12
13 D. Cross-complainants SCHUMAKERS, TANITAS, HENDRICKSONS,
14 MACALISTERS, REYNOLDS and DALAS, have asked the Court by their
15 cross-complaint to determine the easement rights the subject of
16 the complaint, the cross-complaints and this judgment, and named
17 as cross-defendants, Does 501 through 950, inclusive, asserting
18 that such cross-defendant Does may assert adverse claims. The
19 said cross-complaint was duly served on said cross-defendant Does
20 by publication in accordance with Code of Civil Procedure section
21 415.50, said cross-defendant Does failed to respond to the cross-
22 complaint or to otherwise appear and, on July 13, 1992, the Court
23 entered its judgment after default against said Doe cross-defen-
24 dants and in favor of cross-complainants SCHUMAKERS, TANITAS,
25 HENDRICKSONS, MACALISTERS, REYNOLDS and DALAS. The Court finds
26 that a several judgment against said Doe cross-defendants is
27 proper and that, pursuant to Code of Civil Procedure Sections 578
28 and 579, the Court is entitled to make the within judgment

1 determining the ultimate rights of the remaining parties on each
2 side, as between themselves.

3

4 E. Among other things, the Settlement Agreement creates an
5 agreed equestrian trail system for public use to be owned and/or
6 controlled by the Park District. That system incorporates the
7 use of some, but not all, of the trails and/or property original-
8 ly a part of this action, in addition to adjoining properties
9 owned by non-parties who have voluntarily participated. Certain
10 other property the subject of this litigation is not included as
11 a part of that trail system. This judgment confirms the agreed
12 system as more specifically described by the Settlement Agreement
13 and records that certain property interests are not included.

14

15 F. The judgment made herein is consistent with the Settle-
16 ment Agreement, and the evidence presented. Finding good cause
17 to do so, the Court orders entry of judgment as follows:

18

19 IT IS THEREFORE ADJUDGED, ORDERED AND DECREED:

20

21 1. The Settlement Agreement, including without limitation,
22 those parts creating an agreed equestrian trail system, is
23 approved. Each of the parties to the Settlement Agreement is
24 bound by its terms and entitled to its benefits as therein
25 provided.

26

27 2. Pursuant to the ASSOCIATION'S CC&R'S and certain
28 effectuating deeds, private equestrian easements were created on

1 behalf of the ASSOCIATION in Phase I only (Lots 1-20, 71 and 73-
2 83) in the area of the proposed easements shown on the Tract Map.
3 Pursuant to the same CC&R's and the Declaration of Annexation by
4 which Phase II was annexed to the Tract, certain other private
5 equestrian easements were created on behalf of the ASSOCIATION as
6 described in Exhibit "A" to the Declaration of Annexation. All
7 of the previously-mentioned easements are owned by the LAS POSAS
8 HILLS OWNERS ASSOCIATION.

9
10 3. The Park District owns, and at all times during the
11 litigation has owned, Lot 57 of Tract 2706. In accordance with
12 the Settlement Agreement certain additional property or easement
13 rights in or adjoining Tract 2706 have been deeded to the PARK
14 DISTRICT and the PARK DISTRICT has been given a license to use
15 and allow the public to use an agreed part of the ASSOCIATION'S
16 private equestrian trail system. Except for the foregoing,
17 neither the public nor the PARK DISTRICT, has any property right
18 or other claim to any other part of Tract 2706 for equestrian
19 trail purposes.

20
21 4. The following lots within Tract 2706 are not subject to
22 any equestrian easements of any kind, including those depicted on
23 the Tentative Tract Map for Tract 2706: 65, 66, 67, 49, 51 and
24 54.

25
26 5. The "License for Equestrian Recreation Trails" Agree-
27 ment made by the ASSOCIATION and PARK DISTRICT as referenced by
28

1 the Settlement Agreement is hereby approved and found to be
2 valid.

3
4 6. GRIFFIN HOMES ("GRIFFIN"), presently in Chapter 11
5 proceedings under the bankruptcy act, and FRONTIER ENTERPRISES
6 ("FRONTIER"), a corporation related to GRIFFIN, are not parties
7 to the Settlement Agreement. Claims for money damages by or
8 against GRIFFIN and FRONTIER are not resolved by this Judgment.
9 The Court finds that a several judgment as to FRONTIER and/or
10 GRIFFIN is proper and is hereby permitted.

11
12 7. The Court shall maintain continuing jurisdiction as
13 necessary to implement the Settlement Agreement and this Judgment
14 and to resolve any disputes which may arise concerning either.
15 Such disputes shall be submitted to the presiding judge of the
16 Ventura County Superior Court, or such other judge of that Court
17 as the presiding judge shall appoint, for disposition.

18
19 8. The parties shall bear their own respective attorney's
20 fees and costs except as otherwise ordered in favor of any party
21 against cross-defendants FRONTIER or GRIFFIN in any further
22 proceedings.

23
24
25 DATED: _____, 1992

26 _____
JUDGE OF THE SUPERIOR COURT

27 C25799

1 MICHAEL W. CASE
2 FERGUSON, CASE, ORR, PATERSON
3 & CUNNINGHAM
4 1050 South Kimball Road
5 Ventura, CA 93004
6 (805) 659-6800

FILED

MAR 22 1993

7
8 Attorneys for Defendants and Cross-Complainants SHEILA GONZALEZ, Superior Court
9 SCHUMAKER, TANITA, HENDRICKSON, MacALISTER, Executive Officer and Clerk
10 REYNOLDS and DALA By _____, Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF VENTURA

13 LAS POSAS EQUESTRIAN)
14 COMMITTEE, an Unincorporated)
15 Association on Behalf of its)
16 Members, et al.,)

Case No. 96404

SETTLEMENT AGREEMENT AND MUTUAL
RELEASE

17 Plaintiffs,)
18)

v.)

19 PLEASANT VALLEY RECREATION)
20 AND PARK DISTRICT, a)
21 political entity, et al.,)

22 Defendants.)
23)
24)
25)
26)
27)
28)

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATED: May 11, 1992

- PARTIES:
- A. LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, ("LAS POSAS EQUESTRIAN"); LAS POSAS RANCHEROS, a non-profit California corporation, ("LAS POSAS RANCHEROS"); DAVID ANDERSON, an Individual and on behalf of the general public, ("ANDERSON"); ROBERT W. SCHROEDER, an Individual, ("SCHROEDER"); and LEONARD DIAMOND, an Individual ("DIAMOND"), sometimes all collectively referred to as "PLAINTIFF EQUESTRIANS".
 - B. DAVID G. SCHUMAKER and KAREN J. SCHUMAKER ("SCHUMAKERS"); RICHARD G. TANITA and EDNA O. TANITA ("TANITAS"); KENNETH H. HENDRICKSON AND MARIAN HENDRICKSON, Trustees ("HENDRICKSONS"); ROBERT S. MacALISTER and CATHERINE V. MacALISTER, Trustees ("MacALISTERS"); DENNIS E. REYNOLDS and SUSAN REYNOLDS ("REYNOLDS"); ZOLTAN DALA and SAROLTA A. DALA ("DALAS"); all collectively referred to as "SELECTED HOMEOWNERS".
 - C. LAS POSAS HILLS OWNERS ASSOCIATION (the "ASSOCIATION").
 - D. THE MITCHELL COMPANY and ROBERT BOSWELL, collectively "MITCHELL".
 - E. PLEASANT VALLEY RECREATION AND PARK DISTRICT AND BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ("PARK DISTRICT").
 - F. EDDIE P. RAMSEYER and RAMSEYER & ASSOCIATES, collectively "RAMSEYER".

RECITALS

A. LAS POSAS HILLS, Tract Number 2706, is located in the vicinity of Camarillo, California, in the County of Ventura. It was developed in two phases, following recordation of Tract

Subdivision Map on October 5, 1979, in Book 84 of Miscellaneous Records (Maps) at Pages 50-53, of the Official Records of Ventura County ("Tract Map"). The first phase was developed, and its CC&R's were recorded prior to development of Phase II, thereafter added by recordation of a Declaration of Annexation.

B. The Tract Map references "proposed" equestrian easements. Some of the proposed easements were expressly conveyed to the Association and some were not. The Declaration of Annexation purports to delete some of those proposed equestrian easements from the LAS POSAS HILLS development.

C. A dispute has arisen among the PLAINTIFF EQUESTRIANS and the remaining parties to this Agreement regarding the existence and location of equestrian easements within Tract 2706. Plaintiffs contend that a public trail system exists as more or less illustrated by the proposed trails identified by the Tract Map based on various theories set forth in their complaint. The remaining parties with the exception of the PARK DISTRICT, disagree in one manner or another, as to both the existence and location of the trails, and dispute the claim that any trails are public. Those positions are more fully set forth in their various pleadings.

D. Included within Tract 2706 is Lot 57, previously conveyed by the developer, GRIFFIN DEVELOPMENT COMPANY, later

known as GRIFFIN HOMES (hereinafter "GRIFFIN") to defendant PARK DISTRICT. Lot 57 has been developed as an equestrian arena and is used by various EQUESTRIAN PLAINTIFFS, and will be served by the trails created under the terms of this Agreement.

E. On April 7, 1987, plaintiffs filed their "Petition for Mandate and Complaint for Declaratory Relief, Quiet Title, Prescriptive Easement, and Injunctive Relief", Ventura County Superior Court Case Number 96404 (the "Action"). Certain persons were not served and/or have not answered the complaint and are not signatories to this Agreement. The defendants who answered generally denied the allegations of the complaint. Some defendants also filed cross-complaints.

F. The defendants and cross-defendants to this Action include the ASSOCIATION, the owners association formed by the CC&R's for Tract 2706; certain SELECTED HOMEOWNERS who have been named as defendants and cross-defendants and are active participants in this litigation as otherwise indicated; defendant PARK DISTRICT; the tract's developer, GRIFFIN DEVELOPMENT COMPANY, later known as GRIFFIN HOMES ("GRIFFIN"); GRIFFIN'S brokers and agents at the time the project was developed, MITCHELL; a corporation related to GRIFFIN, FRONTIER ENTERPRISES; the project design engineer, RAMSEYER; the COUNTY OF VENTURA and its BOARD OF SUPERVISORS (the "COUNTY"); various other homeowners residing in Tract 2706 who have been named by

the Action, but not served; and cross-defendant Does alleged by the SELECTED HOMEOWNERS to have possible easement claims. Plaintiffs have also been named as cross-defendants by the SELECTED HOMEOWNERS. The parties to this Agreement are either plaintiffs, defendants, cross-complainants or cross-defendants to said litigation. Although no longer a party to the litigation, the COUNTY has agreed to participate in this settlement as further discussed.

G. After considerable discovery and negotiation, the parties have each for their own purposes, but for the common benefit of all, agreed to compromise their various disputes as set forth in this Agreement. They do so without admission, and for the purpose of buying peace, and finally resolving their respective disputes. Among other things, this Agreement establishes an agreed equestrian trail system primarily within Tract 2706, the parties having concluded that the agreed system is in their common interest. In exchange, certain parts of the trail system as alleged by the litigation and the claims related thereto are waived and otherwise abandoned.

H. GRIFFIN DEVELOPMENT COMPANY, later known as GRIFFIN HOMES, ("GRIFFIN"), a named cross-defendant, was originally a participant in the settlement discussions preceding this Agreement. GRIFFIN is also successor in interest to FRONTIER ENTERPRISES, INC., also a named cross-defendant in the Action.

On March 9, 1992, GRIFFIN filed a voluntary petition as a Chapter 11 debtor in the United States Bankruptcy Court, Central District of California, and has not thereafter, despite request, voluntarily participated.

AGREEMENT

The parties agree:

1. Specific Consideration. As specific consideration, in addition to the remaining provisions of this Agreement, the parties agree:

a) The primary purpose of this Agreement, as discussed by the foregoing recitals, is to create a sufficient property interest and license rights in the PARK DISTRICT to operate for a minimum of thirty (30) years a public equestrian system in Tract 2706, to be owned, controlled, maintained by, and the financial responsibility of, the PARK DISTRICT and the ASSOCIATION as further described herein. If any part of any property interest conveyed to the PARK DISTRICT under this Agreement ceases to be used for equestrian purposes, the PARK DISTRICT shall, on request, reconvey such part or parts to its respective grantors, or their successors if they have conveyed their original adjoining property from which the property interest was taken. The completed trail system, including the

described property interests and the related license given by the ASSOCIATION shall be located over the following property interests and area, described for purposes of illustration as strips numbered one, two, three, four and five, as follows:

i) Strip One. Strip one includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 1-7; 10-19; and 20-27, inclusive, as illustrated by Exhibit "A".

ii) Strip Two. Strip two includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 29, 33, 34, 35, 36, 58, 59 and 62, as illustrated by Exhibit "A".

iii) Strip Three. Strip three includes the equestrian easements previously granted to the ASSOCIATION across the following lots of Tract 2706: 74-83; 69 and 71, as illustrated by Exhibit "A".

iv) Strip Four. Strip four is a strip located over lots 64, 65, 66, and 67 of Tract 2706 and certain other adjoining parcels not within Tract 2706. The affected properties and their present owners are set forth on Exhibit "B".

v) Strip Five. Strip five is a strip located

over lots 52, 53, 54 and 55 and certain other adjoining lots not a part of Tract 2706. The affected properties and their present owners are set forth on Exhibit "C".

b) The ASSOCIATION will convey to the PARK DISTRICT a license for equestrian recreational trails over strips one, two, and three, as described by Exhibit "D".

c) The DALAS, REYNOLDS and MacALISTERS will convey to the PARK DISTRICT that portion of strip four crossing their lots, as described by Exhibit "B".

The parties to this Agreement will take all reasonable acts and steps necessary to acquire and record deeds from the non-party owners of those portions of the additional lots described by Exhibit "B" to complete strip four.

d) The SCHUMAKERS will convey to the PARK DISTRICT those portions of strip five crossing their lot described by Exhibit "C".

Deeds in favor of the PARK DISTRICT will also be acquired and recorded from HENRY SASAKI and BETTY M. SASAKI ("SASAKIS") and the non-party owners of the additional lots described by Exhibit "C" necessary to complete strip five.

e) Strips four and five are further described and located as further set forth by paragraph 16.

f) Certain trail work remains for strips four and five, to be funded by agreed contributions, as more fully set forth by paragraph 3 following.

g) The COUNTY will contribute \$3,500.00 toward the cost of a survey to be made describing strips four and five, the said survey to be used to complete the work described in subpart e) above and to complete the required real property conveyances and deeds. The survey work will be supervised by the PARK DISTRICT.

h) Certain rights against GRIFFIN are assigned to the ASSOCIATION by the SELECTED HOMEOWNERS as further set forth by paragraph 13.

i) The parties will each release the other parties as provided by the general release provisions of paragraph 7 following.

j) PLAINTIFF EQUESTRIANS will also specifically release those claims and parties as set forth in paragraph 8. Among other things, they give up all claims to any other equestrian easements or similar rights within Tract 2706, except

as confirmed or created by this Agreement.

k) The PARK DISTRICT will also release the claims and parties as set forth in paragraph 9. Among other things, it gives up all claims to other equestrian easements or similar rights within Tract 2706, except as confirmed or created by this Agreement.

l) The SELECTED HOMEOWNERS will also release the claims and parties as set forth in paragraph 10.

m) RAMSEYER will also release the claims and parties as set forth in paragraph 11.

n) The ASSOCIATION will also release the claims and parties as set forth in paragraph 12.

o) The parties confirm certain matters specifically set forth by paragraph 15.

2. Deposit of Documents. Following execution of this Agreement, each party shall deposit with Ferguson, Case, Orr, Paterson & Cunningham those deeds and related title documents, and a release of lis pendens for any lis pendens recorded by that respective party in the Action. At such time as all documents have been deposited, the construction required by this Agreement has been completed, the PARK DISTRICT has accepted the trail, and

the parties have agreed, the foregoing documents will be submitted to the Ventura County Recorder for recordation. In performing the foregoing duties, Ferguson, Case, Orr, Paterson & Cunningham shall not be considered to be an escrow holder or be charged with similar fiduciary responsibilities. It shall do so merely as an accommodation and convenience to the remaining parties.

3. REMAINING CONSTRUCTION OF TRAIL ON STRIPS FOUR AND FIVE.

A trail has been generally constructed in the barranca area in which strips four and five are located. That trail requires additional work before the PARK DISTRICT accepts the aforescribed property interests and its obligations hereunder. The ASSOCIATION will cause that work, as described below, to be completed by a contractor agreed upon by the parties, certain parties contributing as follows:

i) The SELECTED HOMEOWNERS will contribute up to \$3,500 to construct: a railroad tie wall approximately three feet high against the side of the barranca on the DALA parcel as previously discussed and bid; to remove or barricade the trail "dog leg" on the REYNOLDS parcel if a survey reveals the trail to be in two locations on the REYNOLDS' parcel; and to construct four barriers to motorcycle or other motorized recreational vehicle use of the trail as more fully discussed by paragraph 4 following.

ii) The ASSOCIATION will contribute up to \$7,500 as necessary for relocation of the trail to its proper location on the SASAKI property, general grading and clean-up of the trail to return it to its proper condition following the winter rains; extension of the drainage pipe on the PIJKA parcel and installation of sandbags, riprap and other materials; to alleviate future water damage to the trail such other trail work not otherwise specifically listed herein and the subject of bids received during settlements discussions; and the balance of necessary survey work also discussed by paragraph 2 f) above.

The construction contract will be let and supervised by the ASSOCIATION, subject to general advice and consent of: the SELECTED HOMEOWNERS in connection with construction of those portions which they are funding; affected property owners as to the location of the trail and easement if not within the described strips; and a committee of the ASSOCIATION, PARK DISTRICT and PLAINTIFF EQUESTRIANS as to the balance of the work.

Once the work has been accepted by the foregoing as being in compliance with the contract and this Agreement, the responsibilities of those persons identified by this paragraph for performance of the work discussed and the condition of the trail in general, shall terminate in favor of the future maintenance and operational responsibilities discussed by paragraph 4 below.

4. Maintenance and Operation of Equestrian Trail. The transfers, conveyances and general arrangements hereby are made for the purpose of creating and maintaining an equestrian trail system as further described. The parties to this Agreement hereby acknowledge:

a) The ASSOCIATION shall be responsible for maintenance of strips one, two and three as equestrian trails and in accordance with Exhibit "D". The PARK DISTRICT shall be responsible for maintenance of strips four and five as an equestrian trail.

b) It is the parties' expectation and intention that strips one, two and three shall at the least be maintained in accordance with the standard of condition and repair generally followed by the ASSOCIATION during the last three years.

c) Strips four and five are located in the vicinity of or in the barranca. It is anticipated and the intention of this Agreement that any trails established therein be constructed and maintained in a "natural" condition appropriate to rural equestrian trails. During its maintenance the PARK DISTRICT shall respect the need to protect the integrity of the barranca walls and the toes thereof, from erosion or damage, and will not damage or alter either without the express consent of the affected adjoining property owner. The PARK DISTRICT shall,

however, be entitled to remove dirt or debris at its own expense that has sloughed off the walls and onto its property.

The parties acknowledge and understand that the barranca and its walls are subject to continued erosion and decay and that neither the SELECTED HOMEOWNERS nor any other adjoining owners are responsible or liable for the effects of the same. The PARK DISTRICT accepts the property to be granted hereunder on that condition and understanding, releasing the SELECTED HOMEOWNERS and other adjoining owners from any liability related thereto.

d) The trails may be used for equestrian uses. They shall not be used for operation of motorized recreational vehicles, including motorcycles, ATV's, motor scooters, or the like. The PARK DISTRICT shall maintain the control devices installed prior to conveyance of properties in strips four and five to the PARK DISTRICT. The trails shall be posted to prohibit such vehicles and the PARK DISTRICT shall enact, if it has not already done so, ordinances prohibiting such use with appropriate penalties for violations. The PARK DISTRICT will welcome cooperation from the ASSOCIATION in the enforcement of this paragraph.

e) Neither the ASSOCIATION, SELECTED HOMEOWNERS, the SASAKIS, nor any of the other parties hereto, shall be responsible for the expense or work of maintaining the trail system,

except as expressly assigned by this Agreement.

f) Although it is the purpose of this Agreement to create public trails, the PARK DISTRICT shall continue to enjoy discretion to close or limit the public's use of any trail under its jurisdiction that it believes that it cannot properly maintain or safely operate. Nevertheless, any trail over strips one, two, and three closed to public use or otherwise restricted by the PARK DISTRICT may, however, continue to be operated as a private equestrian trail under the authority of the ASSOCIATION. Notwithstanding the foregoing, it is the intention of the parties to continue to operate an equestrian trail system for a period of at least thirty (30) years, and the PARK DISTRICT shall make reasonable efforts to accomplish that objective.

g) The parties acknowledge that following the PARK DISTRICT'S acceptance of the properties conveyed hereunder, the SELECTED HOMEOWNERS, ASSOCIATION, and other persons not owning an interest in the property deeded to the PARK DISTRICT shall not be liable for the care, maintenance or operation of the said deeded properties or trail system.

5. Certain Conditions Precedent to Agreement. This Agreement is subject to the following specific conditions precedent:

a) The parties have contacted and contemplate that certain persons not named or not participating in the litigation will deed those properties described by the exhibits attached hereto to the PARK DISTRICT. The parties hereto will all work in good faith to encourage and otherwise procure the said deeds. If any deed is not so delivered, this Agreement shall fail, unless, in that instance, the PARK DISTRICT shall agree to and successfully conduct condemnation proceedings in connection with that respective property, or additional agreements are made to resolve such issues.

b) Certain parties hereto have agreed to convey land to the PARK DISTRICT. Such conveyances, and their duties under this Agreement, are subject to said persons obtaining any and all requisite written consents to such conveyances from their respective lenders, or in the absence thereof, the PARK DISTRICT'S agreement to nevertheless accept that property.

c) This Agreement is further conditioned upon all proper approvals being obtained from the COUNTY OF VENTURA allowing the foregoing conveyances without violation of the Subdivision Map Act, zoning regulations, or other legal requirements.

d) The properties to be deeded are within the service area for and served by the Crestview Mutual Water Company. The Company has represented the conveyances will not cause any

grantor to lose any of their stock in the Company or otherwise adversely affect their present rights to water from the Company. The PARK DISTRICT does not by this Agreement intend to acquire such rights and agrees that they will remain those of the grantors. This Agreement is so conditioned.

6. Gifts. The conveyances made to the PARK DISTRICT for the purpose of establishing public trails are confirmed by the parties hereto to be made as gifts to and for the benefit of the public. The PARK DISTRICT and parties will cooperate in good faith to establish a fair value for the said properties for use in determining favorable income and property tax treatment.

7. General Release Provisions.

a) Unless stated otherwise the terms "release" and "releases" as used in paragraphs 7 through 13 means that the releasing party agrees and does in fact release and forever discharge the released party, and the officers, employees, agents, accountants, attorneys, shareholders, successors, insurance companies and all other persons acting for, under or in concert with the released party, past and present, of and from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, costs or expenses, including attorney fees, of any kind or nature, whatsoever, past or present, ascertained or unascertained, whether or not now

known, suspected or claimed, in connection with the matters thereafter described.

b) The releases given by this Agreement become effective at such time that all documents have been deposited and recorded as provided by paragraph 2 of this Agreement.

c) Each party hereto releases the other from his having prosecuted or defended, Ventura County Superior Court Case Number 96404, and any claims of malicious prosecution or abuse of process related thereto.

d) Each party releases the other from all claims for attorney fees and/or court costs associated with Ventura County Superior Court Case Number 96404.

e) The release provisions of this Agreement shall not be interpreted to release any party from any express obligation created by this Agreement.

8. Releases by PLAINTIFF EQUESTRIANS. The PLAINTIFF EQUESTRIANS, for themselves, their membership, individually, and as representatives of the general public, hereby release:

a) All claims to the existence or use of any equestrian easements, other than the easements described herein

as Strips One, Two, Three, Four and Five, in Tract 2706, whether established by tract map, prescription, or any other theory, including, but not limited to those set forth in their complaint or any amendment thereof.

b) The ASSOCIATION, and its members; and all other persons named as defendants to their complaint from any and all claims for damages related or incidental to claims of equestrian easement, trespass, interference with easement, or as otherwise set forth in the Action. The PLAINTIFF EQUESTRIANS do not release any claims of future interference with the trail system created by this Agreement.

c) From any claim that the ASSOCIATION, or its members (including the SELECTED HOMEOWNERS); RAMSEYER; MITCHELL; or the COUNTY OF VENTURA, have any duty, obligation or responsibility of any kind, except as expressly created by this Agreement, the ASSOCIATION'S governing documents or Exhibit "D" hereto, for maintenance, preservation, operation, or financial responsibility for any equestrian trails or related easements within Tract 2706 owned or operated by the PARK DISTRICT, or otherwise created by this Agreement.

d) This release is not intended to modify plaintiff DIAMOND'S rights to use equestrian or any other easements within Tract 2706 in the same manner as other members of the

ASSOCIATION.

9. Release by PARK DISTRICT. The PARK DISTRICT releases:

a) All claims to the existence or use of any equestrian easements, other than the easements described herein as Strips One, Two, Three, Four and Five, which may exist in Tract 2706, whether established by tract map, prescription, or any other theory.

b) Claims of any kind, nature or amount, against the remaining parties to this litigation for any alleged prior interference with, trespass over, or injuries to any equestrian easements in or over Tract 2706 or any part thereof.

c) Claims for recovery of damages relative to any matter, event or issue the subject of the existing complaint or cross-complaints herein.

d) The SELECTED HOMEOWNERS and adjoining property owners from the conditions described by paragraph 4 c)..

10. Release by SELECTED HOMEOWNERS. The SELECTED HOMEOWNERS release:

a) All claims made by its cross-complaint that any

event, occurrence or use prior to the date of judgment rendered herein constitutes a nuisance or any other basis for abating, enjoining, or otherwise discontinuing use of lot 57 for equestrian arena purposes.

b) Claims against the EQUESTRIAN PLAINTIFFS for previous use of their properties for equestrian or related purposes.

c) Claims for recovery of damages relative to any matter, event or issue the subject of the existing complaint or cross-complaints herein.

11. Release by RAMSEYER. RAMSEYER releases:

a) All claims for compensation for any services performed in connection with implementation of this Agreement.

12. Release by ASSOCIATION. The ASSOCIATION releases:

a) All claims to any equestrian easements over the following lots in Phase II of Tract 2706: 65, 66 and 67; 45, 46, 49, 50, 51, 52, 53, 54 and 56.

b) Claims that any SELECTED HOMEOWNER, EQUESTRIAN PLAINTIFF, or any other person a party to this Agreement has

previously interfered with, injured or trespassed over any equestrian easement.

c) Claims for damages against any other party to this Agreement on its cross-complaint, based on any event, matter, or controversy the subject of the said cross-complaint or this litigation.

13. Certain Rights Against GRIFFIN. As a further inducement to enter into this Agreement, SELECTED HOMEOWNERS hereby assign and transfer to ASSOCIATION all rights, title and interest in those claims, including attorney fees and costs, embodied in the Action filed by SELECTED HOMEOWNERS against GRIFFIN, its agent and employees. SELECTED HOMEOWNERS will execute substitution of attorney forms and other documents necessary to permit the prosecution of the claim by ASSOCIATION or its designated representatives. In making this assignment, it is further understood that ASSOCIATION assumes no obligation to pursue the assigned claim.

14. Waiver. This agreement constitutes a general release of the released matters. Each party hereto expressly waives any rights or benefits available under California Civil Code section 1542 to the extent such section may apply to this agreement, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

15. Acknowledgement of ASSOCIATION'S Continued Easements, Absence of EQUESTRIAN PLAINTIFFS Interests Therein and Related Matters. The parties specifically acknowledge:

a) The ASSOCIATION owns additional equestrian and related easements within Tract 2706 which are not depicted or otherwise illustrated by easement strips one, two and three. The ASSOCIATION'S interests therein shall not be abated, diminished or reduced in any manner by this Agreement.

b) The ASSOCIATION'S remaining easements shall remain and are private. They are not public as PLAINTIFF EQUESTRIANS have contended in this litigation.

c) Following the conveyances required by this Agreement, neither the ASSOCIATION, the PLAINTIFF EQUESTRIANS nor the PARK DISTRICT will own or claim any equestrian easements over any part of SELECTED HOMEOWNERS' lots within Tract 2706.

d) Any member of the PLAINTIFF EQUESTRIANS who is also a member of the ASSOCIATION, including but not limited to DIAMOND, acknowledges that he has by this Agreement waived or

released any claim or right to enforcing not only his own, but any ASSOCIATION equestrian easement claims over the lots of the SELECTED HOMEOWNERS. The rights of any member of the ASSOCIATION who is a party to this litigation to use or enjoy ASSOCIATION easements shall remain intact except as expressly altered by this Agreement.

16. Location and Description of Strips Four and Five.

Strips four and five shall be twelve (12) feet wide, unless the topography requires less and generally situated as illustrated by the attached exhibits. The specific locations of each have not been determined, but will be in conjunction with the survey previously referenced by reasonable application of the following principles:

a) Each strip will be located on or border the Tract 2706 boundary line.

b) To the extent permitted by topography and the considerations following, strips shall be located so to cause the least damage barranca walls or the toe of those walls. Each will be located to take advantage of the natural topography and for the purpose of maintaining the integrity of the barranca and surrounding environs.

The parties will act in good faith, in consideration with

the listed adjoining landowners to achieve an equitable and consensual arrangement under the circumstances, taking into account the foregoing criteria. All unresolved disputes will be resolved by any judge of the Ventura County Superior Court designated by its presiding judge.

17. Entry of Judgment and Continuing Jurisdiction. On deposit and recordation of the documents required by this Agreement, the Court shall enter judgment approving this Agreement and adopting the provisions hereof, the parties having separately discussed and agreed upon a form of judgment. The parties agree, and judgment shall also provide, that this Court will maintain continuing jurisdiction as necessary to implement the remaining portions of this Agreement. Any disputes will be submitted to the presiding judge of the Ventura County Superior Court for disposition in the discretion of that judge, or such other judge of that Court as the presiding judge shall appoint.

18. Final Settlement. The parties understand and agree that with the exception of issues expressly reserved or excepted that this settlement and release shall act as a release of future claims that may arise from the issues resolved thereby, whether such claims are currently known, unknown, foreseen, unforeseen, disputed or not disputed. The parties understand and acknowledge the significance and consequences of the specific waiver of Section 1542 described

above and hereby assume full responsibility for any risk, injury, loss, damage or liability not excepted that may hereafter be incurred by reason of or related to the matters released hereby.

Each party fully understands that if the facts in respect to which this settlement agreement and release are executed are found hereafter to be different from facts now believed to be true that this agreement will remain effective. Each party expressly accepts and assumes the risk of such possible difference and agrees that this settlement agreement and mutual release shall remain effective, notwithstanding such differences.

19. No Admission. This agreement is the compromise of disputed claims and fully and finally settles all claims between the parties stemming from any and all dealings, contracts or transactions between them from the beginning of time, and to buy peace and to prevent any further involvement in dispute. Neither the payment of any consideration hereunder nor anything contained in this agreement shall be interpreted or construed to be an admission on the part of, or to the prejudice of any person or party named herein. Except for the obligations created by this document, each party or person hereto expressly denies any and all liability associated with or related to the said claims.

20. Failure Of Mitchell To Participate. If MITCHELL fails to participate in execution of this Agreement it shall nevertheless become binding and shall be construed as though MITCHELL was never intended to be a party thereto. All releases and benefits otherwise accruing in MITCHELL'S favor under this Agreement will on such failure be deemed void.

21. Warranty of Good Faith Regarding Purposes of Agreement. No party to this Agreement has any intention of taking any direct or indirect action interfering with or defeating the objectives of this Agreement, including without limitation, the creation and operation of a public equestrian trail system on the terms and as otherwise described herein. Neither the ASSOCIATION nor the SELECTED HOMEOWNERS object to the continued operation of an equestrian park on lot 57, subject to proper supervision and maintenance directed by the PARK DISTRICT.

22. No Inducement. Each party individually and collectively declares and represents that no promises, inducements, or other agreements not expressly contained herein have been made and that this Agreement, and all other documents referenced herein, contain the entire agreement between the parties.

23. Binding Effect. This settlement agreement and

mutual release shall inure to the benefit of all successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees, and personal representatives of each party.

24. Further Documents. Each party hereto agrees to execute and deliver such other additional documents as may be required to effectuate each of the terms of this agreement.

25. Representation. Each party warrants and acknowledges that it has conferred with and has been represented by counsel of its own selection with respect to this settlement agreement and release and all matters covered by or related to its subject. Plaintiffs LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, LAS POSAS RANCHEROS, a non-profit California corporation, DAVID ANDERSON, an Individual and on behalf of the general public, ROBERT W. SCHROEDER, an Individual, and LEONARD DIAMOND, an Individual, have been represented by Mary Schroeder of Cohen, England & Whitfield; SCHUMAKERS, TANITAS, HENDRICKSONS, MacALISTERS, REYNOLDS, and DALAS, have been represented by Michael W. Case of Ferguson, Case, Orr, Paterson & Cunningham; LAS POSAS HILLS OWNERS ASSOCIATION, has been represented by Joe Henderson, of Henderson & Wohlgemuth; THE MITCHELL COMPANY and ROBERT BOSWELL have been represented by Gary S. Myers, Sr.; PLEASANT VALLEY RECREATION AND PARK DISTRICT has been represented by Thomas A. Freiberg, Jr., of Richards,

Watson & Gershon and Gordon Lindeen; and the SASAKIS were represented by John R. Webster of Hathaway, Perrett, Webster, Powers & Chrisman, during a portion of the negotiations, but are now acting in propria persona. RAMSEYER has appeared in propria persona.

26. No Modification. This Agreement and the documents referenced herein set forth the entire agreement between the parties and may not be altered, amended, or modified in any respect, except by a writing duly executed by the party to be charged. All earlier understandings, oral agreements and writings other than those specifically referred to herein, are expressly superseded hereby and are of no further force or effect.

27. Attorney Fees. In the event any other action, arbitration or litigation is brought to enforce any provision of this agreement, the prevailing party shall be entitled to recover from the other its reasonable attorney fees and costs.

28. Applicable Law. This agreement shall be construed in accordance and governed by the laws of the State of California.

29. Construction of Agreement. For the purposes of construction, this agreement shall be deemed to have been drafted by all parties, and no ambiguity shall be construed against any

party by virtue of participation in the drafting of this agreement.

30. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute one and the same agreement.

31. Number and Gender. Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this agreement. As used in this agreement, the singular shall include the plural, and masculine shall include the feminine and neuter genders.

32. Warranty of Authorization. Each person signing this Agreement in behalf of any party warrants and covenants that he or she is authorized to do so.

DATED: May 24, 1992

LAS POSAS EQUESTRIAN COMMITTEE,
An Unincorporated Association

By Brenda Lee Morgan

DATED: May 24, 1992

LAS POSAS RANCHEROS, A California
Non-Profit Corporation

By Brenda Lee Morgan
President

DATED: May 24, 1992

By Roberta Ann Pincetich
Secretary

DATED: May 23, 1992

David Anderson
DAVID ANDERSON

DATED: May 20, 1992

Robert W. Schroeder
ROBERT W. SCHROEDER

DATED: May 23, 1992

Leonard Diamond
LEONARD DIAMOND

DATED: May 21, 1992

David G. Schumaker
DAVID G. SCHUMAKER

DATED: May 4, 1992

Karen J. Schumaker
KAREN J. SCHUMAKER

DATED: May 21, 1992

Richard G. Tanita
RICHARD G. TANITA

DATED: May 21, 1992

Edna O. Tanita
EDNA O. TANITA

DATED: May __, 1992

Kenneth H. Hendrickson
KENNETH H. HENDRICKSON

DATED: May __, 1992

Marian Hendrickson
MARIAN HENDRICKSON

DATED: May 4, 1992

Robert S. Macalister
ROBERT S. MACALISTER

DATED: May 24, 1992

Catherine V. MacAlister
CATHERINE V. MacALISTER

DATED: May 15, 1992

Dennis E. Reynolds
DENNIS E. REYNOLDS

DATED: May 15, 1992

Susan Reynolds
SUSAN REYNOLDS

DATED: May 21, 1992

Zoltan Dala
ZOLTAN DALA

DATED: May 21, 1992

Sarolta A. Dala
SAROLTA A. DALA

DATED: May 11, 1992

LAS POSAS HILLS OWNERS ASSOCIATION

By [Signature]
President

DATED: May 11, 1992

By [Signature]
Secretary

DATED: May __, 1992

THE MITCHELL COMPANY

By _____
President

DATED: May __, 1992

By _____
Secretary

DATED: May __, 1992

ROBERT BOSWELL

DATED: May 20, 1992

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By Gary S. Gasperino
GARY S. GASPERINO, Chairman of its Board of Directors

DATED: May 1, 1992

RAMSEYER & ASSOCIATES

By Eddie Ramseyer
EDDIE RAMSEYER, President

DATED: May 4, 1992

Eddie Ramseyer
EDDIE RAMSEYER

APPROVED AS TO FORM AND CONTENT:

DATED: May 26, 1992

COHEN, ENGLAND & WHITFIELD

By Mary Schroeder
MARY SCHROEDER, Attorneys for Plaintiffs and Cross-Defendants LAS POSAS EQUESTRIAN COMMITTEE, an Unincorporated Association on behalf of its members, LAS POSAS RANCHEROS, a non-profit California corporation, DAVID ANDERSON, an Individual and on behalf of the general public, ROBERT SCHROEDER, an Individual, and LEONARD DIAMOND, an Individual


DATED: May __, 1992

FERGUSON, CASE, ORR, PATERSON
& CUNNINGHAM

By _____
MICHAEL W. CASE, Attorneys for
Defendants and Cross-Complainants
SCHUMAKERS, TANITAS, REYNOLDS,
HENDRICKSONS, MacALISTERS, and
DALAS

DATED: May 11, 1992

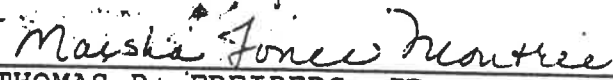
HENDERSON & WOHLGEMUTH

By 

JOE HENDERSON, Attorneys for
Defendant and Cross-Complainant
LAS POSAS HILLS OWNERS
ASSOCIATION

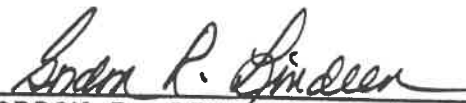
DATED: ^{June} ~~May~~ 3, 1992

RICHARDS, WATSON & GERSHON

By 

THOMAS R. FREIBERG, JR.,
Attorneys for Defendant and
Cross-Defendant PLEASANT VALLEY
RECREATION AND PARK DISTRICT

DATED: May __, 1992



GORDON R. LINDEEN, Attorney for
Defendant and Cross-Defendant
PLEASANT VALLEY RECREATION AND
PARK DISTRICT

DATED: May __, 1992

GARY S. MYERS, SR., Attorney for
Defendant and Cross-Defendant
THE MITCHELL COMPANY and ROBERT
BOSWELL

DATED: ~~May 1~~, 1992

RAMSEYER & ASSOCIATES

~~_____~~
EDDIE RAMSEYER, President

DATED: ~~May 1~~, 1992

~~_____~~
EDDIE RAMSEYER, In Propria
Persona

m22177m.red
wp\mwc

DATED: May __, 1992

CATHERINE V. MacALISTER

DATED: May __, 1992

DENNIS E. REYNOLDS

DATED: May __, 1992

SUSAN REYNOLDS

DATED: May __, 1992

ZOLTAN DALA

DATED: May __, 1992

SAROLTA A. DALA

DATED: May __, 1992

LAS POSAS HILLS OWNERS ASSOCIATION

By _____
President

DATED: May __, 1992

By _____
Secretary

DATED: May 13, 1992

THE MITCHELL COMPANY

By [Signature]
President

DATED: May __, 1992

By _____
Secretary

DATED: May 18, 1992

[Signature]
ROBERT BOSWELL

EXHIBIT "A"

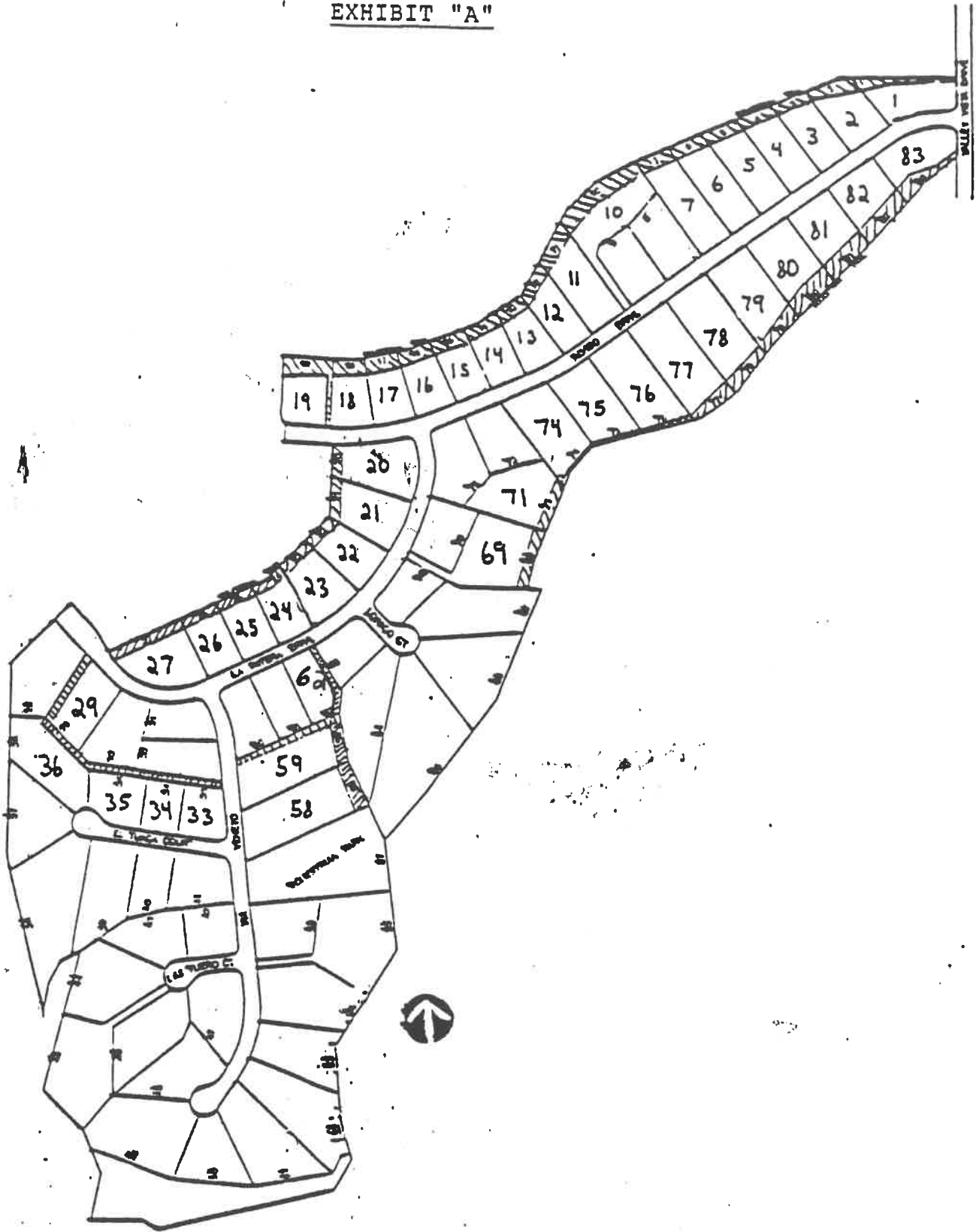


EXHIBIT "B"

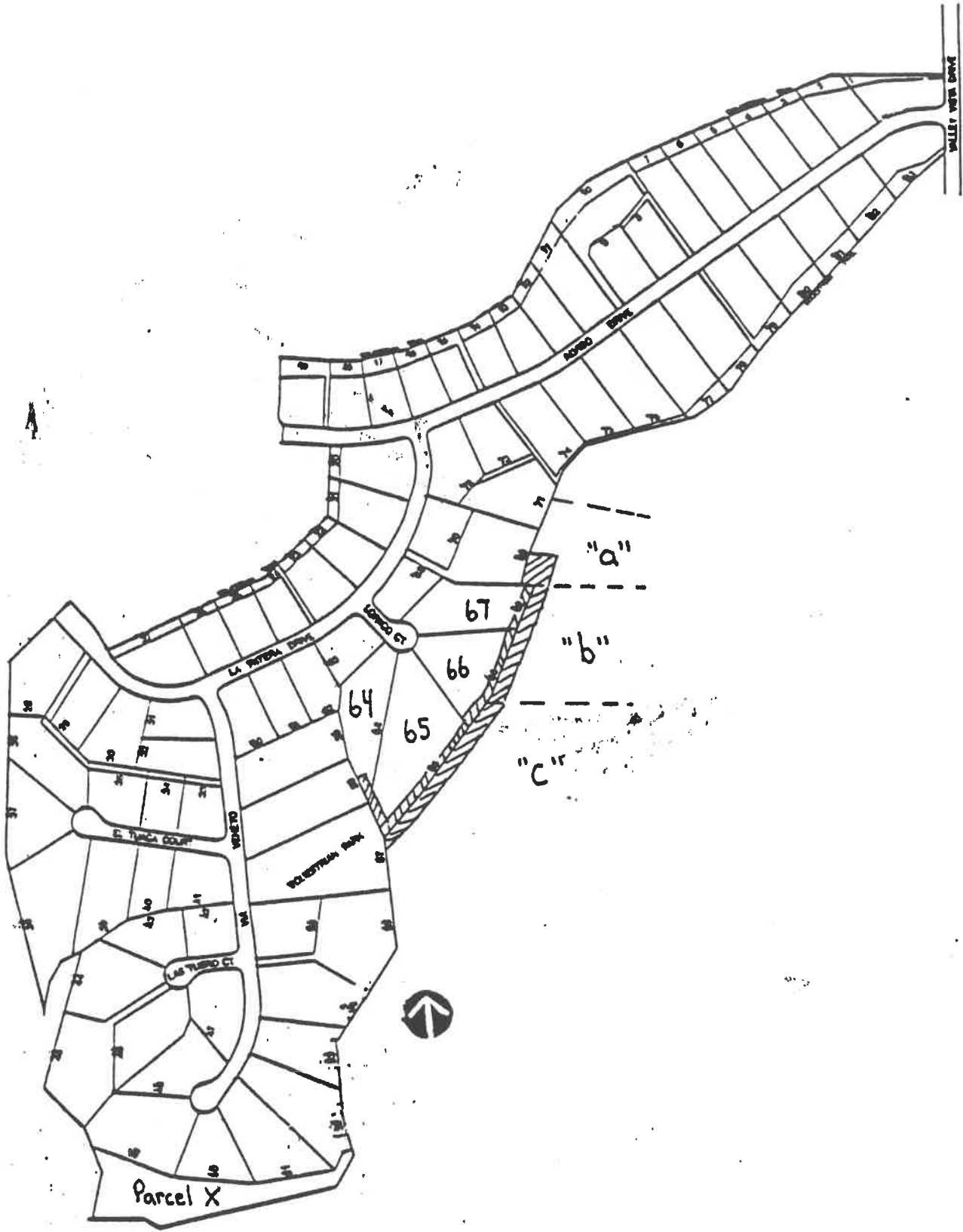


EXHIBIT "B"
Affected Lots/Present Owners

STRIP 4:

Lot 64: George and Cheri Burk
Lot 65: Dennis and Susan Reynolds
Lot 66: Robert & Catherine MacAlister
Lot 67: Zoltan & Sarota Dala
Parcel "a": Stan Pajka
Parcel "b": Mr. Garcia
Parcel "c": Mr. Glen Churchman

EXHIBIT "C"

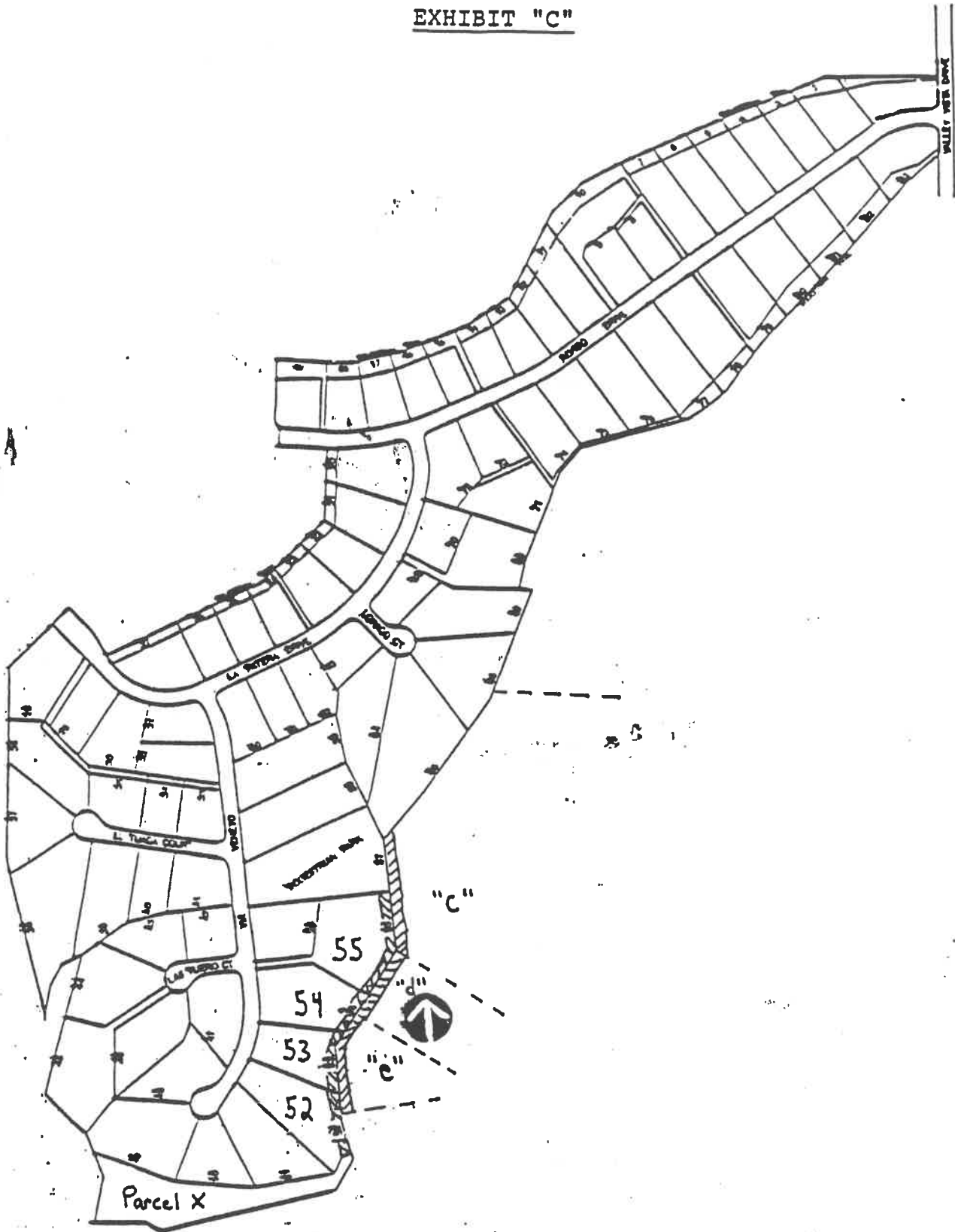


EXHIBIT "C"
Affected Lots/Present Owners

STRIP 5:

Lot 52: Henry Y. and Betty M. Sasaki
Lot 53: Salvador and Soledad Plascencia
Lot 54: David G. and Karen J. Schumaker
Lot 55: Billy and Wilma Kilby
Parcel "c": Glenn Churchman
Parcel "d": Gordon Craig Adams and Tracey W. Adams,
Co-Trustees of the Adams Family 1989
Revocable Truste dated January 27, 1990
Parcel "e": Rose Marie Elliott

EXHIBIT "D"

Recording Requested By
And When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley Street
Camarillo, California 93010

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thirty (30) years following the date of this instrument, and thereafter for successive increments of five (5) years each unless and until either Las Posas or Park District records a Termination of this License and gives written notice of that termination to the other party.

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54 inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which pass over Lots 1 through 7, Lots 10 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62, Lot 69, Lot 71, and Lots 74 through 83. The portion of said property which may be used by the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement areas as may be required for proper use and maintenance of the trails.

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine animals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and off road vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for use in their maintenance of the trails as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park

District the right to perform such maintenance as the Park District deems necessary to maintain the trail system in a safe and easily usable condition, including, but not limited to, the right to remove brush, branches, trash, and debris from the trails and the right to repair erosion and rodent damage to the trails.

Las Posas further grants to the Park District the right to establish reasonable ordinances, rules, and regulations to govern the conduct of persons and entities using the trail system provided for in this instrument pursuant to the rights granted to the Park District by this instrument. Further, Las Posas grants to the Park District the right to enforce those ordinances, rules, and regulations on the real property on which Las Posas holds easements.

In Witness Whereof, the Las Posas Hills Owners Association has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its president and secretary thereunto, duly authorized.

Dated: February 28 ¹⁹⁹² ₁₉₉₃

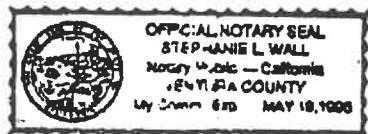
LAS POSAS HILLS OWNERS ASSOCIATION,
A CALIFORNIA NON-PROFIT CORPORATION

By [Signature]
President

By [Signature]
Secretary

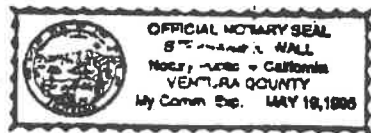
STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On February 28 1992, before me the undersigned, a Notary Public in and for said State, personally appeared James A. Rice, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president, and Janis S. Sheridan, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.



WITNESS my hand and official seal.

Signature [Signature]
Notary Public - State of California
My commission expires _____



JUL 13 1992

1 CHRIS C. HAMER, ESQ.
2 FERGUSON, CASE, ORR, PATERSON & CUNNINGHAM
3 1050 South Kimball Road
4 Ventura, California 93004
5 (805) 659-6800

SHEILA GONZALEZ, Superior Court
Executive Officer and Clerk

By _____, Deput

6 Attorneys for Defendants and Cross-Complainants SCHUMAKER, TANITA,
7 HENDRICKSON, MacALISTER, REYNOLDS AND DALA

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF VENTURA

10 LAS POSAS EQUESTRIAN COMMITTEE,)
11 an Unincorporated Association)
12 on behalf of its members; LAS)
13 POSAS RANCHEROS, a non-profit)
14 California corporation; DAVID)
15 ANDERSON, an Individual and on)
16 behalf of the general public;)
17 ROBERT W. SCHROEDER, an indi-)
18 vidual; and LEONARD DIAMOND,)
19 an Individual,)

20 Petitioners and Plaintiffs,)

21 vs.)

22 PLEASANT VALLEY RECREATION AND)
23 PARK DISTRICT, a political)
24 entity; et al.,)

25 Respondents and Defendants.)

26 DAVID G. SCHUMAKER; KAREN J.)
27 SCHUMAKER; RICHARD G. TANITA;)
28 EDNA O. TANITA; KENNETH H.)
HENDRICKSON, MARIAN HENDRICK-)
SON, Trustees; ROBERT S.)
MacALISTER, CATHERINE V.)
MacALISTER, Trustees; DENNIS E.)
REYNOLDS; SUSAN REYNOLDS; ZOL-)
TAN DALA AND SAROLTA A. DALA,)

29 Cross-Complainants,)

30 vs.)

31 LOS POSAS EQUESTRIAN COMMITTEE,)
32 an Unincorporated Association)
33 on behalf of its members; LAS)

Case No. 96404

JUDGMENT BY COURT
AFTER DEFAULT

Date: July 13, 1992
Time: 8:30 a.m.
Courtroom: 31

1 POSAS RANCHEROS, a non-profit)
 California corporation; DAVID)
 2 ANDERSON, an Individual and on)
 behalf of the general public;)
 3 ROBERT W. SCHROEDER, an indivi-)
 dual; and LEONARD DIAMOND, an)
 4 Individual; GRIFFIN DEVELOPMENT)
 CO., a corporation, now)
 5 GRIFFIN HOMES, a corporation;)
 FRONTIER ENTERPRISES, INC., a)
 6 California corporation; ROBERT)
 G. BOSWELL, an individual;)
 7 MITCHELL COMPANY, INC., a)
 corporation, sometimes doing)
 8 business as THE MITCHELL)
 COMPANY; PLEASANT VALLEY)
 9 RECREATION AND PARK DISTRICT, a)
 political entity; all persons)
 10 unknown claiming any legal or)
 equitable right, title, estate,)
 11 lien or interest in or to)
 equestrian or related easements)
 12 described in the cross-)
 complaint adverse to cross-)
 13 complainants, named as DOES 501)
 through 750, inclusive, and)
 14 DOES 751 through 950,)
 Inclusive,)
 15 Cross-Defendants.)
 16

17 This matter came on for hearing before the Honorable Barbara
 18 A. Lane in Courtroom 31 of the above-entitled Court on July 13,
 19 1992. Chris C. Hamer of Ferguson, Case, Orr, Paterson & Cunningham
 20 appeared on behalf of defendants and cross-complainants DAVID G.
 21 SCHUMAKER and KAREN J. SCHUMAKER ("SCHUMAKER"); RICHARD G. TANITA
 22 and EDNA O TANITA ("TANITA"); KENNETH H. HENDRICKSON and MARIAN
 23 HENDRICKSON as Trustees of the HENDRICKSON Family Trust dated
 24 12/03/79 ("HENDRICKSON"); ROBERT S. MacALISTER and CATHERINE V.
 25 MacALISTER as Trustees of the ROBERT S. MacALISTER and CATHERINE V.
 26 MacALISTER Trust dated November 20, 1985 ("MacALISTER"); DENNIS E.
 27 REYNOLDS and SUSAN K. REYNOLDS ("REYNOLDS"); ZOLTAN DALA and
 28 SAROLTA A. DALA ("DALA").

1 It appearing that cross-defendants DOES 501 through 850 have
2 been regularly served with process by publication in accordance
3 with the law, have failed to appear and answer the cross-
4 complainants First Amended Cross-Complaint filed herein and
5 evidence has been introduced in support of the cross-complaint
6 which has been considered by the Court,

7 IT IS THEREFORE ORDERED that:

8 1. The following parties are the sole owners of the following
9 described real property and all persons unknown claiming any legal
10 or equitable right, title, estate, lien or interest in or to the
11 equestrian or related easements over the following described real
12 property adverse to said cross-complainant, named as cross-
13 defendant DOES 501 through 850, inclusive, in the within lawsuit
14 have no right, title, estate, interest, or lien, whatsoever, in the
15 following described real property:

16 Parties Real Property

17 a. HENDRICKSON Lot 49 of Tract 2706 as per Map recorded
18 in Book 84, Pages 50-53, inclusive, in
19 the office of the County Recorder of
20 Ventura County, State of California,
commonly known as 1907 Via Veneto Drive,
Camarillo, California 93010.

21 b. TANITA Lot 51 of Tract 2706 as per Map recorded
22 in Book 84, Pages 50-53, inclusive, in
23 the office of the County Recorder of
Ventura County, State of California,
commonly known as 1918 Via Veneto Drive,
Camarillo, California 93010.

24 c. SCHUMAKER Lot 54 of Tract 2706 as per Map recorded
25 in Book 84, Pages 50-53, inclusive, in
26 the office of the County Recorder of
Ventura County, State of California,
commonly known as 1930 Via Veneto Drive,
Camarillo, California 93010.

27 d. DALA Lot 67 of Tract 2706 as per Map recorded
28 in Book 84, Pages 50-53, inclusive, in

1 the office of the County Recorder of
2 Ventura County, State of California,
3 commonly known as 76 Lopaco Court,
4 Camarillo, California 93010.

5 e. MacALISTER

6 Lot 66 of Tract 2706 as per Map recorded
7 in Book 84, Pages 50-53, inclusive, in
8 the office of the County Recorder of
9 Ventura County, State of California,
10 commonly known as 78 Lopaco Court,
11 Camarillo, California 93010.

12 f. REYNOLDS

13 Lot 65 of Tract 2706 as per Map recorded
14 in Book 84, Page 50 of Maps, in the
15 office of the County Recorder of Ventura
16 County, State of California, commonly
17 known as 80 Lopaco Court, Camarillo,
18 California 93010.

19 2. All persons unknown claiming any legal or equitable right,
20 title, estate, lien or interest in or to the equestrian or related
21 easements in the above-described real property adverse to the
22 above-described cross-complainants, named in the above-referenced
23 cross-complaint as DOES 501 through 850, inclusive, have no right,
24 title, interest or lien of any kind in the above-described real
25 property.

26 3. The above-described cross-defendants and their agents,
27 representatives and employees are hereby restrained from using the
28 properties of HENDRICKSON, TANITA, SCHUMAKER, DALA, REYNOLDS or
MacALISTER (collectively "Cross-Complainants") for equestrian or
related uses or from otherwise using in any manner the alleged
trails and/or easements alleged in the complaint herein, except as
permitted and provided in the written settlement agreement entered
between the other parties to this lawsuit.

//////

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1 4. Cross-complainants and the DOE cross-defendants shall bear
2 their own attorneys' fees and costs.

3
4 DATED:

JUL 13 1992

Barbara A Lane
JUDGE OF THE SUPERIOR COURT

5 C25605
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RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITIG-BI
Recording Requested By
And When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley Street
Camarillo, California 93010

93-051407 : Rec Fee
Recorded : A.R. .00
Official Records :
County of :
Ventura :
Richard D. Dean :
Recorder :
8:00am 24-Mar-93 : VCOA EE 3

LICENCE AGREEMENT

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thirty (30) years following the date of this instrument, and thereafter for successive increments of five (5) years each unless and until either Las Posas or Park District records a Termination of this License and gives written notice of that termination to the other party.

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54 inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which pass over Lots 1 through 7, Lots 20 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62, Lot 69, Lot 71, and Lots 74 through 83. The portion of said property which may be used by the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement areas as may be required for proper use and maintenance of the trails.

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine animals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and off road vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for use in their maintenance of the trails as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park

District the right to perform such maintenance as the Park District deems necessary to maintain the trail system in a safe and easily usable condition, including, but not limited to, the right to remove brush, branches, trash, and debris from the trails and the right to repair erosion and rodent damage to the trails.

Las Posas further grants to the Park District the right to establish reasonable ordinances, rules, and regulations to govern the conduct of persons and entities using the trail system provided for in this instrument pursuant to the rights granted to the Park District by this instrument. Further, Las Posas grants to the Park District the right to enforce those ordinances, rules, and regulations on the real property on which Las Posas holds easements.

In Witness Whereof, the Las Posas Hills Owners Association has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its president and secretary thereunto, duly authorized.

Dated: February 28 ¹⁹⁹² ~~1993~~

LAS POSAS HILLS OWNERS ASSOCIATION,
A CALIFORNIA NON-PROFIT CORPORATION

By [Signature]
President

By [Signature]
Secretary

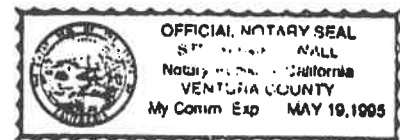
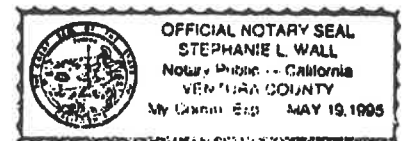
STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On February 28 1992, before me the undersigned, a Notary Public in and for said State, personally appeared James A. Rice, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president, and Janis S. Sheridan, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature [Signature]
Notary Public - State of California
My commission expires _____

This document filed for record by Continental Lawyers Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.



PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 308

RESOLUTION ACCEPTING GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL
TRAILS FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

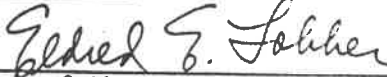
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system The Las Posas Hills Owners Association, a California non-profit corporation, has executed and delivered to the District a Grant of License For Equestrian Recreational Trails, dated February 28, 1992, granting to the District a license to use portions of Tract No. 2706, and said Grant of License has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of License For Equestrian Recreational Trails presented to the Board of Directors of the Pleasant Valley Recreation and Park District by The Las Posas Hills Owners Association, a California non-profit corporation, granting to the District a license to use portions of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of License, dated February 28, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 308 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

When Recorded Mail To:

93-047670

Rec Fee
A.R.

.00

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA

FF

4

4925945

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
GORDON CRAIG ADAMS and TRACY W. ADAMS, Co-Trustees of the Adams
Family 1989 Revocable Trust dated January 26, 1990 (hereinafter
collectively referred to as "Grantor") hereby grants to the
Pleasant Valley Recreation and Park District (the "Park Dis-
trict") for thirty (30) years following the date of the recorda-
tion of this instrument, at which time this easement will auto-
matically expire, an easement over the real property described
as:

That portion of Lot 2 of Tract No. 3277 in the County
of Ventura, State of California as shown on a map
recorded in book 88, pages 22 and 23 of miscellaneous
records (maps) in the office of the county recorder of
said county described as follows:

Beginning at the most westerly corner of said Lot 2, at
the northwesterly terminus of that line shown on said
map as having a bearing and distance of north 41°31'27"
west, 207.61 feet; thence along said line

1st: South 41°31'40" east, 17.26 feet; thence leaving
said line

2nd: North 42°42'41" east, 30.47 feet; thence

3rd: North 51°48'21" east, 30.61 feet; thence

584-041-0-851

4th: North 50°51'36" east, 126.69 feet; thence

5th: North 38°48'37" east, 29.67 feet to a point in the northeasterly line of said Lot 2 distant along said northeasterly line 12.66 feet from the most northerly corner of said Lot 2; thence along said northeasterly line

6th: North 31°30'06" west, 12.66 feet to said most northerly corner of said Lot 2; thence along the northwesterly boundary of said Lot 2 the following two courses

7th: South 51°55'47" west, 57.95 feet; thence

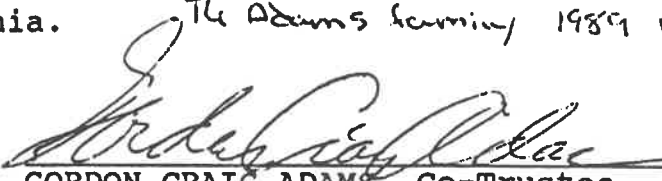
8th: South 48°35'09" west, 161.06 feet to the point of beginning.

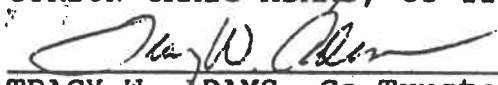
2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on 12/11/92 at OXNARD,
Ventura County, California. *The Adams Farming 1989 Real Estate TRS*

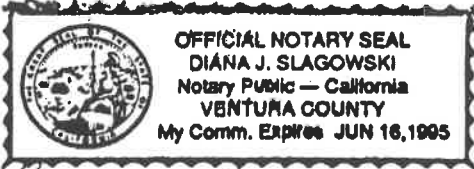

GORDON CRAIG ADAMS, Co-Trustee



TRACY W. ADAMS, Co-Trustee
"Grantor"

STATE OF CALIFORNIA
COUNTY OF VENTURA

On December 11, 1992, 1992, before me, personally appeared GORDON CRAIG ADAMS and TRACY W. ADAMS, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.



 Notary Public
C25668

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 296

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

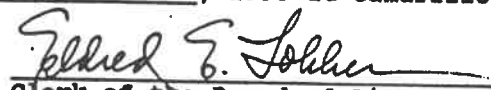
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, have executed and delivered to the District a Grant of Easement, dated December 11, 1992, conveying to the District an easement over a portion of Lot No. 2 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, conveying to the District an easement over a portion of Lot 2 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated December 11, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 296 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 297

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

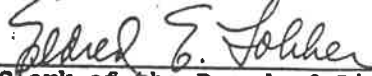
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 31, 1993, conveying to the District a portion of Lot No. 67 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, conveying to the District a portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 31, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 297 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
Order No. CONTINENTAL LAWYERS TITLE-81
Escrow No.
Loan No.

93-047671

Rec Fee
A.R. .00

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-

..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale

Signature of Declarant or Agent determining tax - Firm Name

4925946

152-0-352-025

GRANT DEED

No Documentary Transfer Tax is due as the
easement has no apparent value. No other
consideration was received by any party.

~~FOR AVOIDABLE CONSIDERATION AND TO THE KNOWLEDGE OF~~

AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY
ZOLTAN DALA and SAROLTA A. DALA, Husband and Wife, as Joint Tenants

hereby GRANT (S) to Pleasant Valley Recreation and Park District

the real property in the City of Camarillo
County of Ventura

State of California, described as

That portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California as shown on a map
recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the most southerly corner of said Lot 67; thence along the southeasterly line of said Lot 67

1st: North 75°56'07" west, 17.24 feet; thence leaving said southwesterly line

2nd: North 36°13'42" east, 38.74 feet; thence

3rd: North 48°46'45" east, 86.91 feet; thence

4th: North 46°10'21" east, 24.89 feet to the northerly line of said Lot 67; thence along said northerly
line

5th: South 67°13'42" east, 4.50 feet to the northeasterly corner of said lot 67; thence along the easterly
line of said Lot 67 the following two courses

6th: South 40°40'07" west, 102.97 feet; thence

7th: South 39°29'09" west, 40.02 feet to the point of beginning

Dated January 31, 1993

STATE OF CALIFORNIA }
COUNTY OF Ventura } ss.

On January 31, 1993 before me,

William L. Horton
personally appeared Zoltan Dala and
Sarolta A. Dala

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

WITNESS my hand and official seal.

Signature William L. Horton

Zoltan Dala
ZOLTAN DALA

Sarolta A. Dala
SAROLTA A. DALA



(This area for official notarial seal)

124/345

CONTINENTAL LAWYERS TITLE-81
Order No.
Escrow No.
Loan No.

93-047668

Rec Fee
A. R. .00

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-

..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax -- Firm Name

4925943
152-0-140-415

No Documentary Transfer Tax is due as
easement has no apparent value. No other
consideration received by any party.

GRANT DEED

FOR VALUE RECEIVED AND CONSIDERATION TO BE PAID BY THE GRANTEE TO THE GRANOR AS
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
RICHARD A. ELLIOTT AND ROSE M. ELLIOTT, HUSBAND AND WIFE AS JOINT TENANTS
hereby GRANT(S) to Pleasant Valley Recreation and Park District

the real property in the City of Camarillo,
County of Ventura

State of California, described as

That portion of Lot 1 of Tract No. 3277 in the County of Ventura,
State of California as shown on a map recorded in book 88, pages
22 and 23 of miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the most northerly corner of said Lot 1, at the
northeasterly terminus of that line shown on said map as having a
bearing and distance of north 48°35'22" east, 130.33 feet; thence
along said line

1st: South 48°35'09" west, 111.94 feet; thence leaving said line

2nd: North 71°52'08" east, 58.76 feet; thence

3rd: North 42°42'41" east, 58.30 feet to a point in the
northeasterly line of said Lot 1 distant along said northeasterly
line 17.26 feet from the point of beginning; thence along said
northeasterly line

4th: North 41°31'40" west, 17.26 feet to the point of beginning.

Dated Jan. 17, 1993

Richard A. Elliott
RICHARD A. ELLIOTT

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.

On Jan. 17, 1993 before me,

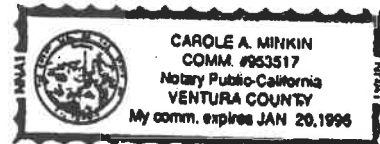
Rose M. Elliott
ROSE M. ELLIOTT

personally appeared Richard A. Elliott and
Rose M. Elliott

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

WITNESS my hand and official seal.

Signature Carol G. Minkin



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

125/345
1002 (1/9)

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 298

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 17, 1993, conveying to the District a portion of Lot No. 1 of Tract No. 3277, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, conveying to the District a portion of Lot 1 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 17, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 298 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

93-047665

Rec Fee
A.R.

.00

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura

Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA

FF

6

4925940

152-0-101-035

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
ROGERIO GARCIA and VICTORIA GARCIA (hereinafter collectively
referred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

(SEE EXHIBIT "A" ATTACHED TO THIS GRANT OF EASEMENT FOR
LEGAL DESCRIPTION.)

2. The Easement granted herein is appurtenant to the
dominant easement, described as Lot 57 of Tract 2706 as shown on
a map recorded in Book 84, Pages 50 through 53, inclusive, of
Maps in the office of the County Recorder of Ventura County,
which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on 2-5-93 at Camille

Ventura County, California.



ROGERIO GARCIA



VICTORIA GARCIA

"Grantor"

EXHIBIT A

Those portions of Lot 4 of Rancho Las Posas Estates Unit No. 3, in the County of Ventura, State of California, as shown on a Map recorded in book 19, page 65 of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

PARCEL A:

Beginning at the most Westerly corner of said Lot 4; thence along the Southwesterly line of said Lot 4,

- 1st: South 68° 32' 58" East, 14.43 feet; thence, leaving said Southwesterly line
- 2nd: North 55° 18' 48" East, 18.26 feet; thence,
- 3rd: North 47° 23' 02" East, 11.81 feet; thence,
- 4th: North 39° 54' 31" East, 28.71 feet; thence,
- 5th: North 41° 59' 32" East, 55.65 feet; thence,
- 6th: North 45° 50' 18" East, 25.97 feet; thence,
- 7th: North 32° 46' 05" East, 96.55 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line the following two courses,
- 8th: South 39° 29' 09" West, 180.57 feet; thence,
- 9th: South 53° 38' 07" West, 60.00 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

EXHIBIT A CONTINUED

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PARCEL B:

Beginning at the most Northerly corner of said Lot 4; thence along the Northeasterly line of said Lot 4;

1st: South 67° 13' 42" East, 8.57 feet; thence, leaving said Northeasterly line,

2nd: South 43° 10' 21" West, 30.35 feet; thence,

3rd: South 48° 46' 45" West, 37.17 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line,

4th: North 40° 40' 07" East, 64.38 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 299

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

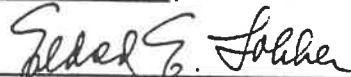
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Rogerio Garcia and Victoria Garcia have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 4 of Rancho Las Posas Estates Unit No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Rogerio Garcia and Victoria Garcia conveying to the District an easement over a portion of Lot 4 of Rancho Las Posas Estates Unit No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 299 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

93-047669

Rec Fee
A.R.

.00

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93050

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA

FF

4

4925944

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

152-0-370-025
1. As a charitable contribution to a governmental entity,
BILLY E. KILBY and WILMA J. KILBY, Husband and Wife as Joint
Tenants (hereinafter collectively referred to as "Grantor")
hereby grant to the Pleasant Valley Recreation and Park District
(the "Park District") for thirty (30) years following the date of
the recordation of this instrument, at which time this easement
will automatically expire, an easement over the real property
described as:

That portion of Lot 55 of Tract No. 2706 in the County
of Ventura, State of California, as shown on a map
recorded in book 84, pages 50 through 53 inclusive of
miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the northeast corner of said Lot 55;
thence along the easterly line of said Lot 55

1st: South 10°32'03" west, 146.87 feet; thence leaving
said easterly line

2nd: North 04°08'53" west, 80.57 feet; thence

3rd: North 19°56'38" east, 59.96 feet; thence

4th: North 06°42'03" east, 9.85 feet to a point in the
northerly line of said Lot 55 distant thereon north
79°15'25" west, 11.41 feet from the northeast corner of
said Lot 55; thence along said northerly line

5th: South 79°15'24" east, 11.41 feet to the point of beginning

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

4. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

5. If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Executed on 14 JAN 1993 at CAMARILLO,
Ventura County, California.

Billy E. Kilby
Billy E. Kilby

Wilma F. Kilby
Wilma F. Kilby

"Grantor"

STATE OF CALIFORNIA)
) ss.
 COUNTY OF VENTURA)

On JANUARY 14 1993, before me, the undersigned notary public, personally appeared Billy E. Kilby and Wilma J. Kilby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Carole Martin
 Notary Public in and for said
 County and State

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 300

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Billy E. Kilby and and Wilma J. Kilby, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated January 14, 1993, conveying to the District an easement over a portion of Lot No. 55 of Tract No. 2706, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Billy E. Kilby and Wilma J. Kilby, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 55 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated January 14, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 300 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME Pleasant Valley Recreation and Park District
STREET ADDRESS 1605 East Burnley
CITY STATE ZIP Camarillo, CA 93010

93-047673
Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

Rec Fee .00
A.R.
VCOA FF 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

152	0	352	035	ALL
				PTN X

Title Order No. 4925948
Escrow or Loan No.

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0- CITY TAX \$ _____
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale,
 Unincorporated area: City of _____, and

~~FOR A VALUABLE CONSIDERATION~~ ~~IN FULL PAYMENT OF WHICH THEY ARE AWARE~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
ROBERT S. MACALISTER and CATHERINE V. MACALISTER, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust Dated November 20, 1985 hereby GRANT(S) to
Pleasant Valley Recreation and Park District

the following described real property in the City of Camarillo
County of Ventura State of California:

SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED
FOR LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.

Robert S. MacAlister and Catherine V. MacAlister TRUST

Dated November 10, 1992

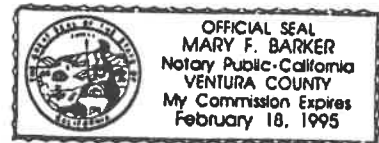
Robert S. MacAlister
ROBERT S. MACALISTER, Trustee

STATE OF CALIFORNIA
COUNTY OF Ventura } SS
On November 10, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT S. MACALISTER and CATHERINE V. MACALISTER

Catherine V. MacAlister
CATHERINE V. MACALISTER, Trustee

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person S whose name S subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal

Signature Mary F. Barker



TRACT NO. 2706 - LOT 66

THOSE PORTIONS OF LOT 66 OF TRACT NO. 2706 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 66; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 66

1ST: NORTH $18^{\circ}16'58''$ WEST, 3.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE

2ND: NORTH $59^{\circ}35'04''$ EAST, 21.30 FEET; THENCE

3RD: NORTH $55^{\circ}18'48''$ EAST, 38.37 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE

4TH: SOUTH $53^{\circ}38'07''$ WEST, 60.63 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 66; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 66

1ST: NORTH $75^{\circ}56'07''$ WEST, 17.24 FEET; THENCE LEAVING SAID NORTHERLY LINE

2ND: SOUTH $34^{\circ}13'42''$ WEST, 21.60 FEET; THENCE

3RD: SOUTH $32^{\circ}46'05''$ WEST, 108.36 FEET; THENCE

4TH: SOUTH $45^{\circ}50'18''$ WEST, 25.00 FEET; THENCE

5TH: SOUTH $41^{\circ}59'32''$ WEST, 56.27 FEET; THENCE

6TH: SOUTH $39^{\circ}54'31''$ WEST, 29.75 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES

7TH: NORTH $53^{\circ}38'07''$ EAST, 25.97 FEET; THENCE

8TH: NORTH $39^{\circ}29'09''$ EAST, 222.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
PAGE 1 OF 1

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 301

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

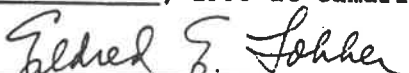
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, have executed and delivered to the District a Grant Deed, dated November 10, 1992, conveying to the District a portion of Lot No. 66 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, conveying to the District a portion of Lot 66 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 10, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 301 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81
When Recorded Mail To:

93-047666

Rec Fee
A.R. .00

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 4

4925941

152-0-101-085

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
STANLEY J. PAJKA and ELIZABETH PAJKA (hereinafter collectively
referred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

That portion of Lot 1 of Tract No. 1515-1 in the County
of Ventura, State of California as shown on a map
recorded in Book 43, Page 78 of Miscellaneous Records
(Maps) in the Office of the County Recorder of said
County described as follows:

BEGINNING at the most westerly corner of said Lot 1;
thence along the southerly line of said Lot 1

1st: South 67°13'42" East, 52.31 feet; thence leaving
said southerly line

2nd: North 6°47'06" West, 20.78 feet; thence

3rd: North 11°13'51" East, 33.08 feet; thence

4th: North 1°16'18" East, 12.05 feet; thence

5th: North 34°17'53" West, 20.03 feet to the
westerly line of said Lot 1; thence along said
westerly line

6th: South 33°50'46" West, 73.97 feet to the point of beginning.


2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on February 5th 1903 at Oxnard,
Ventura County, California.


STANLEY J. PAJKA


ELIZABETH PAJKA

"Grantor"

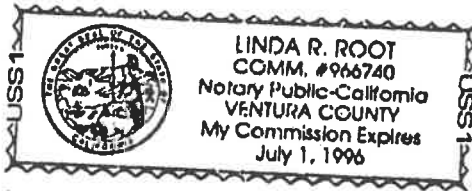
STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On February 5, 1993 before me, Linda R. Root, personally
appeared Stanley J. Pajka and Elizabeth Pajka,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons whose names are
subscribed to the within instrument and acknowledged to me that
they executed the same in their authorized capacities, and that by
their signatures on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Linda R. Root



PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 302

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

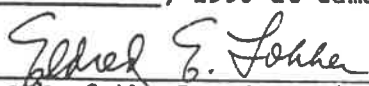
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Stanley J. Pajka and Elizabeth Pajka have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 1 of Tract No. 1515-1, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Stanley J. Pajka and Elizabeth Pajka conveying to the District an easement over a portion of Lot 1 of Tract No. 1515-1 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 302 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Order No. RECORDING REQUESTED BY
Escrow No. CONTINENTAL LAWYERS TITLE-81
Loan No. 4925947

93-047672 : Rec Fee
: A. R. .00
Recorded
Official Records :
County of :
Ventura :
Richard D. Dean :
Recorder :
8:00am 17-Mar-93 : VCOA FF 2

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnly
Camarillo, CA 93010

MAIL TAX STATEMENTS TO:
Pleasant Valley Recreation
and Park District
1605 East Burnly
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale. FERGUSON, CASE, ORR, PATERSON
By: Blaine J. Wanke & CUNNINGHAM
Signature of Declarant or Agent determining tax - Firm Name
Blaine J. Wanke

152-0-370-045

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
SALVADOR PLASOENCIA and SOLEDAD PLASCENCIA, Husband and Wife, as Joint Tenants
hereby GRANT(S) to
PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo
County of Ventura

State of California, described as

The easterly 12.00 feet of Lot 53 of Tract No. 2706 in the County of
Ventura, State of California as shown on a map recorded in book 84,
pages 50 through 53 inclusive of miscellaneous records (maps) in the
office of the county recorder of said county, measured along that
portion of the easterly boundary of said Lot 53 shown on said map as
having bearings of north 12°30'44" east and north 48°35'09" east.

The westerly line of said easterly 12.00 feet to be prolonged or
shortened so as to terminate in the northerly and southerly lines of
said Lot 53.

If any part of the property interest conveyed to the park district
herein ceases to be used for equestrian purposes, the park district
shall, on request, reconvey such part or parts to grantors herein, or
their successors if they have conveyed their original adjoining property
from which the property interest was taken.

Assessor's Parcel Number: 152-0-370-025

Also known as: 1926 Via Veneto
Camarillo, CA 93010

This conveyance is a gift and is exempt pursuant to Ordinance 2585.

Dated February 19, 1993

Salvador Plascencia
Salvador Plascencia

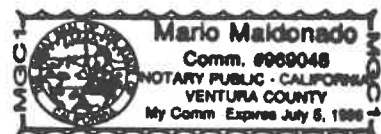
STATE OF CALIFORNIA } ss.
COUNTY OF Ventura }
On February 19, 1993 before me,
Mario Maldonado, Notary Public
personally appeared Salvador Plascencia and
Soledad Plascencia

Soledad Plascencia
Soledad Plascencia

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that ~~they~~ they executed the same
in ~~his~~/their authorized capacity(ies), and that by ~~his~~/their signa-
ture(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mario Maldonado



(This area for official notarial seal)

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 303

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated February 19, 1993, conveying to the District a portion of Lot No. 53 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, conveying to the District a portion of Lot 53 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated February 19, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 303 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW
MAIL TAX STATEMENT TO:

Name Pleasant Valley Recreation and
Park District
Street 1605 East Burnley
Address Camarillo, CA 93010
City & State

93-047674 : Rec Fee
: A.R. .00

MAIL TAX STATEMENTS TO

Name Pleasant Valley Recreation and
Park District
Street 1605 East Burnley
Address Camarillo, CA 93010
City & State

Recorded
Official Records :
County of :
Ventura :
Richard D. Dean :
Recorder :
8:00am 17-Mar-93 : VCDA FF 3

TITLE ORDER NO. ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4925949

GRANT DEED

152-0-352-045

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

- DOCUMENTARY TRANSFER TAX is \$ -0-
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area
- city of _____, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY, DENNIS E.
REYNOLDS and SUSAN K. REYNOLDS, Trustees of the Reynolds Trust under
Declaration of Trust dated July 24, 1991,

hereby GRANT(s) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the following described real property in the City of Camarillo
County of Ventura State of California:

SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED FOR
LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the easement has no apparent value. No other
consideration was received by any party.

Dated November 6, 1995.

Dennis E. Reynolds
DENNIS E. REYNOLDS, Trustee of the
Reynolds 1991 Trust

STATE OF CALIFORNIA }
COUNTY OF Ventura } SS.
On this _____ day of _____, in the year 19____
before me, the undersigned, a Notary Public in and for said State,
personally appeared DENNIS E. REYNOLDS
and SUSAN K. REYNOLDS

Susan K. Reynolds
SUSAN K. REYNOLDS, Trustee of the
Reynolds 1991 Trust

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) are subscribed to the within
instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.



Signature Linda Speckel
NOTARY PUBLIC IN AND FOR SAID STATE

(This area for official notarial seal)

TRACT NO. 2706 - LOT 65
THOSE PORTIONS OF LOT 65 OF TRACT NO. 2706 IN THE COUNTY OF
VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN
BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS
RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHWESTERLY LINE OF SAID LOT 65

1ST: NORTH 08°07'28" WEST, 113.79 FEET; THENCE AT RIGHT
ANGLES.

2ND: NORTH 81°52'32" EAST, 26.23 FEET; THENCE PARALLEL TO
SAID SOUTHWESTERLY LINE

3RD: SOUTH 08°07'28" EAST, 52.49 FEET; THENCE

4TH: SOUTH 04°55'04" WEST, 56.86 FEET TO A POINT IN THE
SOUTHEASTERLY LINE OF SAID LOT 65; THENCE ALONG SAID
SOUTHEASTERLY LINE

5TH: SOUTH 58°03'47" WEST, 14.65 FEET TO THE POINT OF
BEGINNING.

PARCEL B:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHEASTERLY LINE OF SAID LOT 65 THE FOLLOWING
THREE COURSES

1ST: SOUTH 53°38'07" WEST, 107.27 FEET; THENCE

2ND: SOUTH 53°08'47" WEST, 109.09 FEET; THENCE

3RD: SOUTH 58°03'47" WEST, 54.89 FEET; THENCE LEAVING SAID
SOUTHEASTERLY LINE

4TH: NORTH 49°21'06" EAST, 43.12 FEET; THENCE

5TH: NORTH 56°36'46" EAST, 44.43 FEET; THENCE

6TH: NORTH 47°43'37" EAST, 61.66 FEET; THENCE

7TH: NORTH 53°32'44" EAST, 27.98 FEET; THENCE

8TH: NORTH 47°16'12" EAST, 22.98 FEET; THENCE

9TH: NORTH 36°43'37" EAST, 21.76 FEET; THENCE

10TH: NORTH 76°24'44" EAST, 36.03 FEET; THENCE

11TH: NORTH 59°35'04" EAST, 28.73 FEET TO A POINT IN THE
NORTHEASTERLY LINE OF SAID LOT 65 DISTANT ALONG SAID
NORTHEASTERLY LINE NORTH 18°16'58" WEST, 3.50 FEET FROM
THE MOST EASTERLY CORNER OF SAID LOT 65 AND THE POINT
OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY LINE

12TH: SOUTH 18°16'58" EAST, 3.50 FEET TO THE POINT OF
BEGINNING.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 304

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

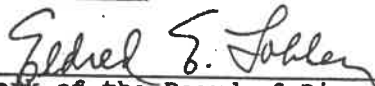
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991, have executed and delivered to the District a Grant Deed, dated November 6, 1992, conveying to the District a portion of Lot No. 65 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991 conveying to the District a portion of Lot 65 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 6, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 304 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Order No.
Escrow No.
Loan No.

93-047667

Rec Fee
A. R. .00

WHEN RECORDED MAIL TO:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 17-Mar-93 VCOA FF 3
SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

NA

DOCUMENTARY TRANSFER TAX \$.....-0-
..... Computed on the consideration or value of property conveyed: OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant For Agent determining tax - Firm Name

4925942
152-0-370-055

GRANT DEED

No Documentary Transfer Tax is due as
an easement has no apparent value. No other
consideration was received by any part.

~~FOR A TAXABLE CONSIDERATION~~
A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
HENRY Y. SASAKI and BETTY M. SASAKI, Husband and Wife,
hereby GRANT(S) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo
County of Ventura

State of California, described as

The easterly 12.00 feet of Lot 52 of Tract No. 2706 in the County
of Ventura, State of California as shown on a map recorded in
book 84, pages 50 through 53 inclusive of miscellaneous records
(maps) in the office of the county recorder of said county,
measured along that portion of the easterly boundary of said Lot
52 shown on said map as having bearings of north 02°40'02" east
and north 12°30'44" east.

The westerly line of said easterly 12.00 feet to be prolonged or
shortened so as to terminate in the northerly and southerly lines
of said Lot 52.

If any part of the property interest conveyed to the park
district herein ceases to be used for equestrian purposes, the
park district shall, on request, reconvey such part or parts to
grantors herein, or their successors if they have conveyed their
original adjoining property from which the property interest was
taken.

Dated OCT 22, 1992

STATE OF CALIFORNIA
COUNTY OF Ventura } ss.

On October 22, 1992 before me,

Helen Elaine Zaretsky
personally appeared HENRY Y. SASAKI and
BETTY M. SASAKI

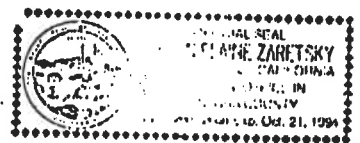
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) are subscribed to the within
instrument and acknowledged to me that ~~they~~ they executed the same
in ~~their~~ their authorized capacity(ies), and that by ~~their~~ their signa-
ture(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Helen Elaine Zaretsky

Henry Y. Sasaki
HENRY Y. SASAKI

Betty M. Sasaki
BETTY M. SASAKI



PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 305

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

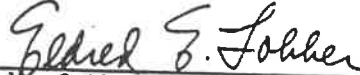
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Henry Y. Sasaki and Betty H. Sasaki, husband and wife, have executed and delivered to the District a Grant Deed, dated October 22, 1992, conveying to the District a portion of Lot No. 52 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Henry Y. Sasaki and Betty H. Sasaki, husband and wife, conveying to the District a portion of Lot 52 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated October 22, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 305 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

93-050157

Rec Fee
A. R. .00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 22-Mar-93

VCDA GG 7

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

WHEN RECORDED MAIL TO:
PLEASANT VALLEY RECREATION
AND PARK DISTRICT
1605 EAST BURNLEY ST.
CAMARILLO, CA., 93010

NO TRANSFER TAX DUE AS EASEMENT
HAS NO APPARENT VALUE. NO
CONSIDERATION RECEIVED.

John J. Ruppel LT

GRANT OF EASEMENT

CONTINENTAL LAWYERS TITLE COMPANY

This agreement made this 11 day of March, 1993, by and between Irma Skudris, Trustee of the Irma Skudris Trust Dated August 31, 1987, as grantor, (hereinafter referred to as "Skudris"), and the Pleasant Valley Recreation and Park District, a governmental entity (hereinafter referred to as "Park District"), as grantee.

4930559

RECITALS

A. Skudris owns Lot 3 of Rancho Las Posas Estates No. 3 as per Map recorded in Book 19, Page 65 of Maps, in the Office of the County Recorder of Ventura County, California ("Lot 3"). Lot 3 is within the corporate limits of the City of Camarillo, California.

B. Park District owns an equestrian facility described as Lot 57 of Tract 2706 and desires to complete an equestrian trail system for off-street access by the public to the facility. To do so requires access over portions of various properties owned by other persons, including a portion over Lot 3 adjacent to and including portions of a natural barranca along the westerly property line of Lot 3. The Easement created hereby is an essential part of that system.

C. Lot 3 is a part of a conditionally approved Tentative Parcel Map denominated LD-328, which will expire June 5, 1993, unless renewed, pursuant to Resolution No. PC 92-17 of the Camarillo City Planning Commission. Condition No. 96 of Tentative Parcel Map LD-328 requires that "... a ten-foot wide equestrian trail shall be designated in the barranca on the westerly property line and an easement will be offered to the Pleasant Valley Recreation and Park District".

D. Skudris and Park District desire to cooperate with each other and the developer of Lot 3 to accommodate the development and use of the proposed trail, as well as future development plans for Lot 3.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. Skudris hereby grants to Park District a non-exclusive easement for public equestrian trail purposes on and over the westerly 10 feet of Lot 3 in, along or adjacent to the barranca area (the "Easement"). The equestrian trail shall connect to existing trails at both ends of Lot 3 to provide a continuous route to and from the Park District's equestrian facility and connecting to Valley Vista Drive to the north and Avocado Place to the south. Further:

a) The Park District is granted the incidental and additional right to use the Easement by foot, horse, or motorized

vehicle to repair, maintain and otherwise care for the trail and the Easement.

b) The Park District may permit the trail to be used by the general public for equestrian uses, subject to its right to establish rules and regulations for the peaceful and orderly use of its entire trail system, including that part the subject of this Agreement.

c) If Skudris determines during development of Lot 3 that the location of the Easement under this Agreement is inconsistent with proper development, the location of the Easement may be relocated on Lot 3 to a new location agreeable to the Park District and Skudris. In such circumstances, the Park District will not unreasonably refuse to accept a new location proposed by Skudris, provided that it substantially maintains the integrity of the trail system and that the change does not impose a materially greater financial burden for the Park District.

2. Non-Exclusive Easement. The Easement is not exclusive; Skudris retains the right to use or assign the Servient Tenement in any manner which is not inconsistent with the granted Easement. Furthermore, the Easement shall be subject to any other non-conflicting easements over, on or under the same portion of the Servient Tenement previously granted.

3. Right of Skudris to Suspend Use During Construction; Park District's Duties. Skudris intends to develop her property for residential purposes. Development may require, among other things, additional grading and construction of retaining walls and infrastructure which is expected during its duration to be inconsistent with contemporaneous use of the Easement. This Agreement is therefore specifically premised on the Park District's agreement that the Easement rights in its favor created hereunder will be temporarily suspended upon written notice of the commencement of such work by Skudris (or her agent) to the Park District for the duration of such periods as Skudris deems necessary to protect her interests and those of possible users.

On notice of suspension, the Park District shall take all reasonable and proper steps to cause the trail to be blocked so that it is no longer used by the public or otherwise and will not return the trail to public use until being advised in writing by Skudris that the work has been completed. It is agreed that this provision is specifically negotiated for the purpose of giving Skudris assurances and comfort that construction work to develop her property will not be impeded or impaired, nor will risks be created for others, by the rights created hereunder in favor of the Park District. The Park District will cooperate in reasonable and appropriate ways to achieve that same end, giving substantial deference to the needs of Skudris with the understanding that Skudris will proceed with construction in a reasonably expeditious manner to minimize closure. The parties contemplate

that the trail will not be closed for more than 120 days in any event.

4. Improvements to and Maintenance of Easement. Park District will, at its own expense, maintain the Easement generally consistent with the balance of its trail system in that general area (the barranca), giving due consideration to its topography and character. In doing so, Park District will also satisfy any maintenance requirements imposed or established by any government agency in connection with the Easement.

Skudris or her assignees or successors in said interest, reserves the right to approve in advance any major reconstruction of the Easement area. Said approval shall not be unreasonably withheld. Park District shall not unreasonably interfere with the right of Skudris to the free access to her property, including the right to extend utilities thereto under, over or across the Easement as may be necessary.

5. Hold Harmless Covenant. Park District agrees to and does hereby hold Skudris harmless from any and all claims made by the Park District and guests, invitees, or any other persons using the Easement under color of Park District's rights created by this Agreement, for any injury suffered during said use because of the condition, maintenance, or design of the said equestrian trail or Easement.

6. Liability Provision. Park District is presently self-insured through its membership in a Joint Powers Agreement made with certain other governmental entities which provides protection from monetary liability for risks such as trail systems discussed herein. Park District shall continue such membership or acquire other liability coverage throughout the life of this Agreement. The Easement is conditioned upon the continuance of the Park District's membership in a joint power's agreement or acquiring alternative insurance policies as the Park District may elect. If protection is not reinstated following any lapse and Skudris' 10 days written demand, this Agreement and any rights thereunder shall, at Skudris' option, be permanently terminated.

7. Taxes and Other Costs. Park District shall be and remain responsible for any additional taxes, assessments or other costs imposed by any governmental agency as a result of, on or in regard to the Easement herein granted.

8. Termination. If Park District voluntarily terminates the described trail system, or the system is otherwise substantially terminated because of the lapse of the License Agreement made with the Las Posas Hills Owners' Association, reversion of underlying fee interests in other properties over which the system is constructed, or for any other reason whether or not within control of Park District, this Easement shall likewise terminate.

9. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any representations or modifications concerning this instrument shall be of no force and effect, unless made by a subsequent written modification signed by the party to be charged.

10. Notices. Any notices to be given to any party shall be given by personal service or by United States Mail, return receipt requested, and shall be deemed to have been given when deposited in the United States Post Office or any Post Office receptacle, postage pre-paid and properly addressed as follows:

If to Skudris:

Ms. Irma Skudris
97 Calle Escalon
Camarillo, California 93010

and

Glenn E. Churchman, Esq.
340 Rosewood Avenue, Suite A
Camarillo, California 93010

If to Park District:

General Manager
Pleasant Valley Recreation and
Park District
1605 East Burnley
Camarillo, California 93010

11. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

GRANTOR:

IRMA SKUDRIS TRUST

By 
IRMA SKUDRIS, Trustee

GRANTEE:

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By *Gary S. Lopezino*
Chairman, Board of Directors

APPROVED AS TO FORM:

By *Glenn R. Brown*
General Counsel, PLEASANT
VALLEY RECREATION AND PARK
DISTRICT

APPROVED AS TO FORM AND SUBSTANCE

Glenn E. Churchman
Glenn E. Churchman
Attorney and Developer for
SKUDRIS

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

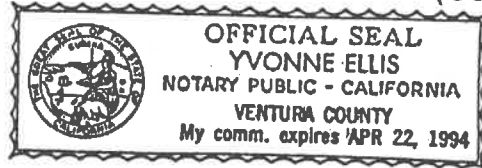
On March 11, 1993, before me, a notary public, personally appeared Irma Skudris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Yvonne E. Ellis

Notary Public

(Seal)



STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

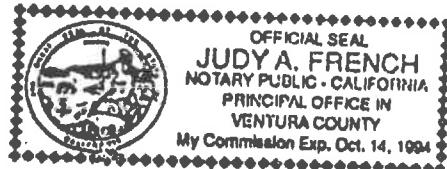
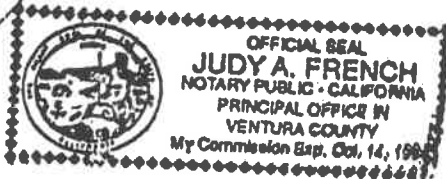
On March 18, 1993, before me, a notary public, personally appeared GARY S. GARDERINO, on behalf of Pleasant Valley Recreation and Park District, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Judy A. French

Notary Public

(Seal)



m23764m
wp\mwc

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 307

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

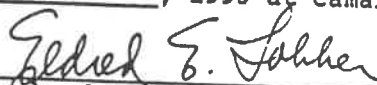
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, has executed and delivered to the District an Agreement entitled "Grant of Easement", granting to the District an easement over portions of Lot No. 3 of Rancho Las Posas Estates No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, granting to the District an easement over portions of Lot 3 of Rancho Las Posas Estates No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, that the Chairman of the Board of Directors of the District be authorized and directed to execute same on behalf of the District, and that said Grant of Easement be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 307 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

4925939

93-047664

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

Rec Fee
A.R. .00

VCOA FF 5

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

1. As a charitable contribution to a governmental entity,
CHRISTOPHER SMITH and ELLEN F. SMITH, as Trustee of the Smith
Family Trust dated June 2, 1983 (hereinafter collectively re-
ferred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

That portion of Lot 3 of Tract No. 3277 in the County
of Ventura, State of California as shown on a map
recorded in book 88, pages 22 and 23 of miscellaneous
records (maps) in the office of the county recorder of
said county described as follows:

Beginning at the most westerly corner of said Lot 3, at
the northwesterly terminus of that line shown on said
map as having a bearing and distance of north 31°30'02"
west, 233.48 feet; thence along said line

1st: South 31°30'06" east, 12.66 feet; thence leaving
said line

2nd: North 38°48'37" east, 15.18 feet; thence

3rd: North 5°31'37" east, 37.49 feet; thence

AP No. 152-0-140-435

4th: North 4°08'53" west, 48.92 feet to a point in the westerly line of said Lot 3; thence along said westerly line

5th: South 10°32'03" west, 88.64 feet to the point of beginning

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on October 5, 1992 at McCarthy,
Ventura County, California.



CHRISTOPHER SMITH, Trustee



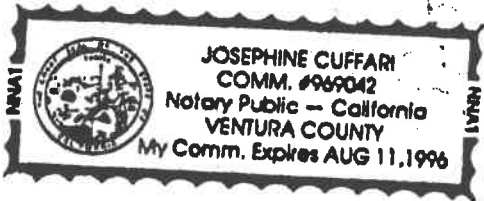
ELLEN F. SMITH, Trustee

"Grantor"

STATE OF CALIFORNIA
COUNTY OF VENTURA

On October 6, 1992, before me, personally appeared CHRISTOPHER SMITH and ~~ELLEN F. SMITH~~, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.



Josephine Cuffari
Notary Public

C25660

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 306

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated November 13, 1992, conveying to the District an easement over a portion of Lot No. 3 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 3 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated November 13, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 306 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

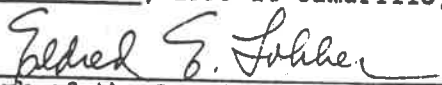
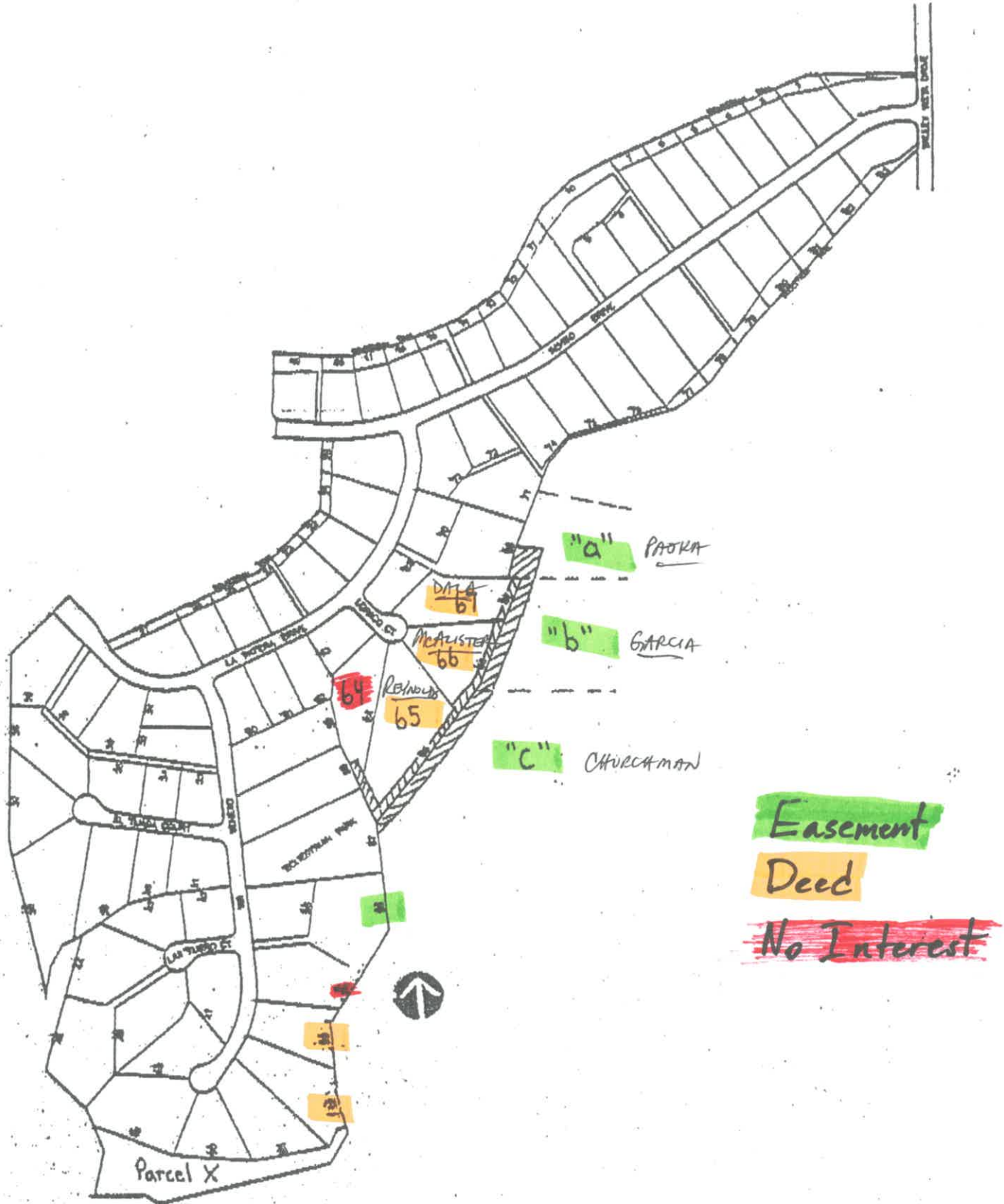

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

EXHIBIT "B"



- Easement
- Deed
- ~~No Interest~~

EXHIBIT "B"
Affected Lots/Present Owners

STRIP 4:

Lot 64: George and Cheri Burk
Lot 65: Dennis and Susan Reynolds
Lot 66: Robert & Catherine MacAlister
Lot 67: Zoltan & Sarota Dala
Parcel "a": Stan Pajka
Parcel "b": Mr. Garcia
Parcel "c": Mr. Glen Churchman

EXHIBIT "C"



EXHIBIT "C"
Affected Lots/Present Owners

STRIP 5:

Lot 52: Henry Y. and Betty M. Sasaki
Lot 53: Salvador and Soledad Plascencia
Lot 54: David G. and Karen J. Schumaker
Lot 55: Billy and Wilma Kilby
Parcel "c": Glenn Churchman
Parcel "d": Gordon Craig Adams and Tracey W. Adams,
Co-Trustees of the Adams Family 1989
Revocable Truste dated January 27, 1990
Parcel "e": Rose Marie Elliott
Parcel "f" SMITH

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TIT 17-01
Recording Requested By
And When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley Street
Camarillo, California 93010

93-051407

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 24-Mar-93

Rec Fee
A.R.

.00

VCOA EE 3

LICENCE AGREEMENT

GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL TRAILS

For a valuable consideration, receipt of which is hereby acknowledged, the LAS POSAS HILLS OWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Las Posas", hereby grants to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Park District" an irrevocable license to use the real property hereinafter described for public equestrian recreational trail purposes in accordance with the terms of this instrument for a period of thirty (30) years following the date of this instrument, and thereafter for successive increments of five (5) years each unless and until either Las Posas or Park District records a termination of this License and gives written notice of that termination to the other party.

The real property which is the subject of this instrument and over which the Park District shall have rights pursuant to this instrument is located within Tract No. 2706 in the County of Ventura, State of California, as per map recorded in Book 84 at Pages 50 to 54 inclusive of Maps in the office of the County Recorder of said Ventura County. The specific portions of said Tract 2706 over which the Park District shall have rights pursuant to this instrument shall consist of those portions of said Tract 2706 over which Las Posas has easement rights which pass over Lots 1 through 7, Lots 20 through 27, Lot 29, Lots 33 through 36, Lot 58, Lot 59, Lot 62, Lot 69, Lot 71, and Lots 74 through 83. The portion of said property which may be used by the Park District pursuant to this instrument shall generally consist of a strip of land 12 feet in width located on the portion of said easements which has historically been used for trail purposes, together with such other portions of the easement areas as may be required for proper use and maintenance of the trails.

Las Posas grants to the Park District the right to use the real property described above for public equestrian recreational trail purposes including, but not limited to, the right to permit members of the public to use said trails for riding horses and similar equine animals. The rights granted to the Park District by this instrument shall not include the right to permit use of the easement areas owned by Las Posas for the driving of motor vehicles of any type, including, but not limited to motor bikes, motorcycles, all terrain vehicles, and off road vehicles, except that the Park District and Las Posas shall have the right to drive maintenance vehicles onto the property for use in their maintenance of the trails as hereinafter provided.

Although it is anticipated that Las Posas shall maintain the easement areas and the trail system, Las Posas grants to the Park

District the right to perform such maintenance as the Park District deems necessary to maintain the trail system in a safe and easily usable condition, including, but not limited to, the right to remove brush, branches, trash, and debris from the trails and the right to repair erosion and rodent damage to the trails.

Las Posas further grants to the Park District the right to establish reasonable ordinances, rules, and regulations to govern the conduct of persons and entities using the trail system provided for in this instrument pursuant to the rights granted to the Park District by this instrument. Further, Las Posas grants to the Park District the right to enforce those ordinances, rules, and regulations on the real property on which Las Posas holds easements.

In Witness Whereof, the Las Posas Hills Owners Association has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its president and secretary thereunto, duly authorized.

Dated: February 28, 1992

LAS POSAS HILLS OWNERS ASSOCIATION,
A CALIFORNIA NON-PROFIT CORPORATION

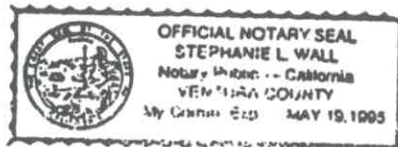
By [Signature]
President

By [Signature]
Secretary

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.

On February 28, 1992, before me the undersigned, a Notary Public in and for said State, personally appeared James A. Rice, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president, and Janis S. Sheridan, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

This document filed for record by Continental Lawyers Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.



WITNESS my hand and official seal.

Signature [Signature]
Notary Public - State of California
My commission expires _____



PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 308

RESOLUTION ACCEPTING GRANT OF LICENSE FOR EQUESTRIAN RECREATIONAL
TRAILS FOR PORTION OF LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system The Las Posas Hills Owners Association, a California non-profit corporation, has executed and delivered to the District a Grant of License For Equestrian Recreational Trails, dated February 28, 1992, granting to the District a license to use portions of Tract No. 2706, and said Grant of License has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of License For Equestrian Recreational Trails presented to the Board of Directors of the Pleasant Valley Recreation and Park District by The Las Posas Hills Owners Association, a California non-profit corporation, granting to the District a license to use portions of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of License, dated February 28, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 308 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

Eldred E. Lokker
Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81
When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

4925941

152-0-101-085

PAJKA "A"

93-047666

Rec Fee
A.R.

Recorded
Official Records
County of
Ventura

Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA

FF

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

1. As a charitable contribution to a governmental entity, STANLEY J. PAJKA and ELIZABETH PAJKA (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

That portion of Lot 1 of Tract No. 1515-1 in the County of Ventura, State of California as shown on a map recorded in Book 43, Page 78 of Miscellaneous Records (Maps) in the Office of the County Recorder of said County described as follows:

BEGINNING at the most westerly corner of said Lot 1; thence along the southerly line of said Lot 1

1st: South 67°13'42" East, 52.31 feet; thence leaving said southerly line

2nd: North 6°47'06" West, 20.78 feet; thence

3rd: North 11°13'51" East, 33.08 feet; thence

4th: North 1°16'18" East, 12.05 feet; thence

5th: North 34°17'53" West, 20.03 feet to the westerly line of said Lot 1; thence along said westerly line

6th: South 33°50'46" West, 73.97 feet to the point of beginning.

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on February 5th 1903 at Oxnard,
Ventura County, California.


STANLEY J. PAJKA


ELIZABETH PAJKA

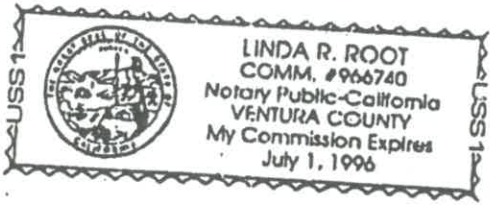
"Grantor"

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On February 5, 1993 before me, Linda R. Root, personally appeared Stanley J. Pajka and Elizabeth Pajka personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda R. Root



PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 302

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

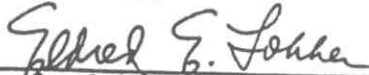
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Stanley J. Pajka and Elizabeth Pajka have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 1 of Tract No. 1515-1, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Stanley J. Pajka and Elizabeth Pajka conveying to the District an easement over a portion of Lot 1 of Tract No. 1515-1 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 302 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



Pajka Lot "A"

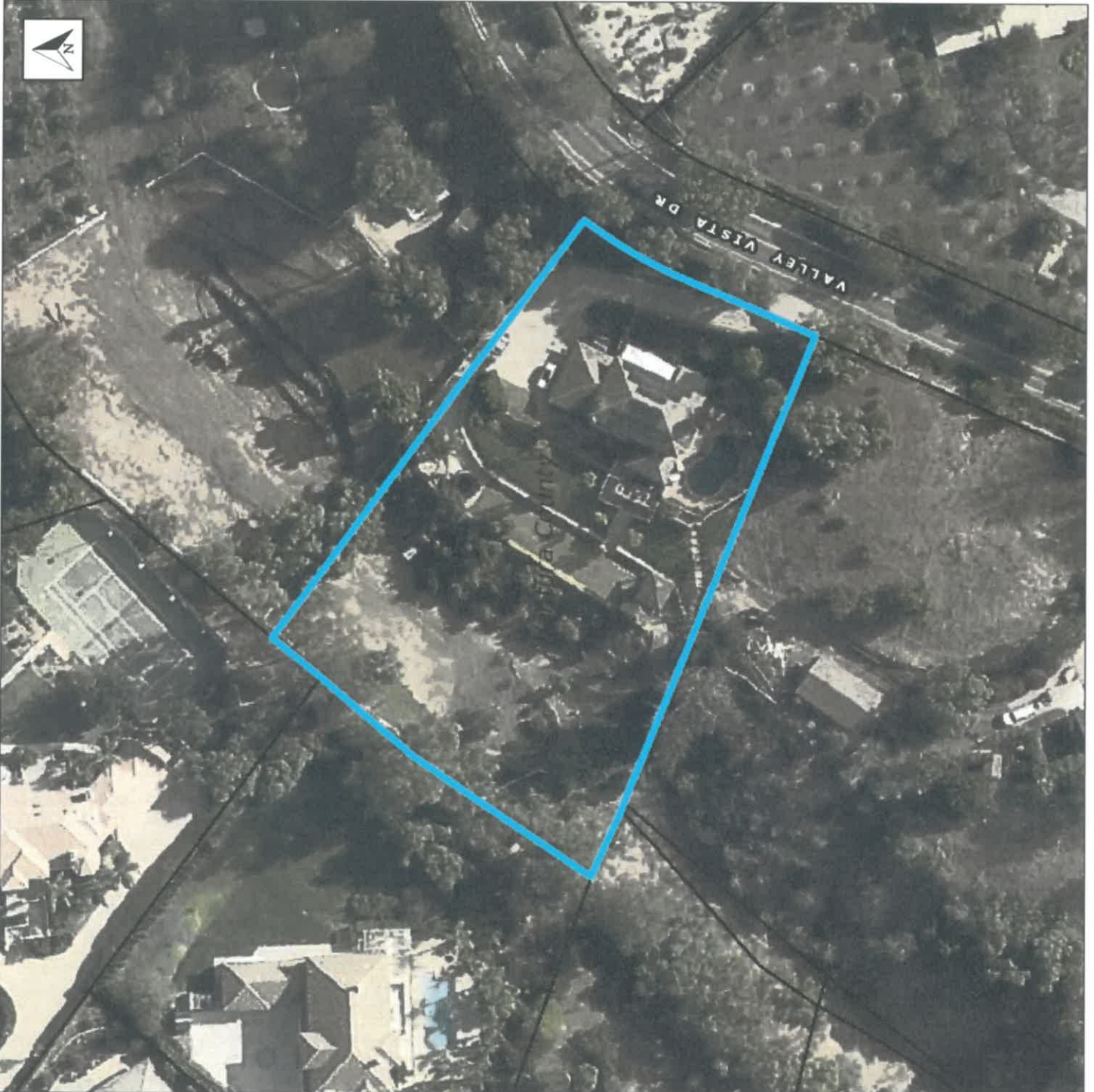
Legend

- Streets
- 1:6000
- Parcels

0 94.04 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The information is provided "as is" without warranty, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

GARCIA "B"

When Recorded Mail To:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

93-047665

Rec Fee
A.R.

.00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 6

4925940

152-0-101-035

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement has no apparent value. No other consideration was received by any party.)

1. As a charitable contribution to a governmental entity, ROGERIO GARCIA and VICTORIA GARCIA (hereinafter collectively referred to as "Grantor") hereby grants to the Pleasant Valley Recreation and Park District (the "Park District") for thirty (30) years following the date of the recordation of this instrument, at which time this easement will automatically expire, an easement over the real property described as:

(SEE EXHIBIT "A" ATTACHED TO THIS GRANT OF EASEMENT FOR LEGAL DESCRIPTION.)

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on 2-5-93 at Cambridge,
Ventura County, California.

Rogerio Garcia
ROGERIO GARCIA
Victoria Garcia
VICTORIA GARCIA

"Grantor"

EXHIBIT A

Those portions of Lot 4 of Rancho Las Posas Estates Unit No. 3, in the County of Ventura, State of California, as shown on a Map recorded in book 19, page 65 of Miscellaneous Records (Maps), in the office of the County Recorder of said County, described as follows:

PARCEL A:

Beginning at the most Westerly corner of said Lot 4; thence along the Southwesterly line of said Lot 4,

- 1st: South 68° 32' 58" East, 14.43 feet; thence, leaving said Southwesterly line
- 2nd: North 55° 18' 48" East, 18.26 feet; thence,
- 3rd: North 47° 23' 02" East, 11.81 feet; thence,
- 4th: North 39° 54' 31" East, 28.71 feet; thence,
- 5th: North 41° 59' 32" East, 55.65 feet; thence,
- 6th: North 45° 50' 18" East, 25.97 feet; thence,
- 7th: North 32° 46' 05" East, 96.55 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line the following two courses,
- 8th: South 39° 29' 09" West, 180.57 feet; thence,
- 9th: South 53° 38' 07" West, 60.00 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

EXHIBIT A CONTINUED

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PARCEL B:

Beginning at the most Northerly corner of said Lot 4; thence along the Northeasterly line of said Lot 4;

- 1st: South 67° 13' 42" East, 8.57 feet; thence, leaving said Northeasterly line,
- 2nd: South 43° 10' 21" West, 30.35 feet; thence,
- 3rd: South 48° 46' 45" West, 37.17 feet to the Northwesterly line of said Lot 4; thence along said Northwesterly line,
- 4th: North 40° 40' 07" East, 64.38 feet to the Point of Beginning.

EXCEPTING the interest in said land excepted in the Deed from Janss Investment Corporation, a Corporation, recorded April 20, 1953, as Document No. 9093, in book 1129, page 100 of Official Records, as follows:

"EXCEPTING AND RESERVING to the Grantor, its Successors and Assigns, an undivided one-half interest in and to all the oil, gas and hydrocarbon substances in, or underlying the real property above described - provided however, the Grantor shall not have the surface right of entry to extract such minerals."

RESERVING unto Kenneth H. Hess and Eleanor G. Hess, one-fourth interest in and to all the oil, gas and hydrocarbon substances in, or underlying said land, provided however, Kenneth H. Hess and Eleanor G. Hess shall not have the surface right of entry to extract such minerals; such reservation to continue until such time as the Oil and Gas Lease dated April 30, 1953, and recorded July 6, 1953, as Document No. 15810 in book 1143, page 270 of Official Records, shall have expired and terminated at which time sold, Kenneth H. Hess and Eleanor G. Hess agree to quitclaim the said interest to the Grantee herein.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 299

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Rogerio Garcia and Victoria Garcia have executed and delivered to the District a Grant of Easement, dated February 5, 1993, conveying to the District an easement over a portion of Lot No. 4 of Rancho Las Posas Estates Unit No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Rogerio Garcia and Victoria Garcia conveying to the District an easement over a portion of Lot 4 of Rancho Las Posas Estates Unit No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated February 5, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 299 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

Eldred E. Lokker
Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Garcia Lot "B"

Legend

- Streets
- 1:6000
- Parcels

0 94.00 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographic Information System ("GIS") and is provided "as is" and "as available" without warranty. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



SKUDRIS/
CHURCHMAN

93-050157

Rec Fee
A.R.

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 22-Mar-93

VCDA GG 7

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

WHEN RECORDED MAIL TO:
PLEASANT VALLEY RECREATION
AND PARK DISTRICT
1605 EAST BURNLEY ST.
CAMARILLO, CA., 93010

NO TRANSFER TAX DUE AS EASEM
HAS NO APPARENT VALUE. NO
CONSIDERATION RECEIVED.

Jerry J. Pappalardo

GRANT OF EASEMENT

CONTINENTAL LAWYERS TITLE COM

This agreement made this 11 day of March, 1993, by and between Irma Skudris, Trustee of the Irma Skudris Trust Dated August 31, 1987, as grantor, (hereinafter referred to as "Skudris"), and the Pleasant Valley Recreation and Park District, a governmental entity (hereinafter referred to as "Park District"), as grantee.

4930559

RECITALS

A. Skudris owns Lot 3 of Rancho Las Posas Estates No. 3 as per Map recorded in Book 19, Page 65 of Maps, in the Office of the County Recorder of Ventura County, California ("Lot 3"). Lot 3 is within the corporate limits of the City of Camarillo, California.

B. Park District owns an equestrian facility described as Lot 57 of Tract 2706 and desires to complete an equestrian trail system for off-street access by the public to the facility. To do so requires access over portions of various properties owned by other persons, including a portion over Lot 3 adjacent to and including portions of a natural barranca along the westerly property line of Lot 3. The Easement created hereby is an essential part of that system.

C. Lot 3 is a part of a conditionally approved Tentative Parcel Map denominated LD-328, which will expire June 5, 1993, unless renewed, pursuant to Resolution No. PC 92-17 of the Camarillo City Planning Commission. Condition No. 96 of Tentative Parcel Map LD-328 requires that "... a ten-foot wide equestrian trail shall be designated in the barranca on the westerly property line and an easement will be offered to the Pleasant Valley Recreation and Park District".

D. Skudris and Park District desire to cooperate with each other and the developer of Lot 3 to accommodate the development and use of the proposed trail, as well as future development plans for Lot 3.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. Skudris hereby grants to Park District a non-exclusive easement for public equestrian trail purposes on and over the westerly 10 feet of Lot 3 in, along or adjacent to the barranca area (the "Easement"). The equestrian trail shall connect to existing trails at both ends of Lot 3 to provide a continuous route to and from the Park District's equestrian facility and connecting to Valley Vista Drive to the north and Avocado Place to the south. Further:

a) The Park District is granted the incidental and additional right to use the Easement by foot, horse, or motorized

vehicle to repair, maintain and otherwise care for the trail and the Easement.

b) The Park District may permit the trail to be used by the general public for equestrian uses, subject to its right to establish rules and regulations for the peaceful and orderly use of its entire trail system, including that part the subject of this Agreement.

c) If Skudris determines during development of Lot 3 that the location of the Easement under this Agreement is inconsistent with proper development, the location of the Easement may be relocated on Lot 3 to a new location agreeable to the Park District and Skudris. In such circumstances, the Park District will not unreasonably refuse to accept a new location proposed by Skudris, provided that it substantially maintains the integrity of the trail system and that the change does not impose a materially greater financial burden for the Park District.

2. Non-Exclusive Easement. The Easement is not exclusive; Skudris retains the right to use or assign the Servient Tenement in any manner which is not inconsistent with the granted Easement. Furthermore, the Easement shall be subject to any other non-conflicting easements over, on or under the same portion of the Servient Tenement previously granted.

3. Right of Skudris to Suspend Use During Construction; Park District's Duties. Skudris intends to develop her property for residential purposes. Development may require, among other things, additional grading and construction of retaining walls and infrastructure which is expected during its duration to be inconsistent with contemporaneous use of the Easement. This Agreement is therefore specifically premised on the Park District's agreement that the Easement rights in its favor created hereunder will be temporarily suspended upon written notice of the commencement of such work by Skudris (or her agent) to the Park District for the duration of such periods as Skudris deems necessary to protect her interests and those of possible users.

On notice of suspension, the Park District shall take all reasonable and proper steps to cause the trail to be blocked so that it is no longer used by the public or otherwise and will not return the trail to public use until being advised in writing by Skudris that the work has been completed. It is agreed that this provision is specifically negotiated for the purpose of giving Skudris assurances and comfort that construction work to develop her property will not be impeded or impaired, nor will risks be created for others, by the rights created hereunder in favor of the Park District. The Park District will cooperate in reasonable and appropriate ways to achieve that same end, giving substantial deference to the needs of Skudris with the understanding that Skudris will proceed with construction in a reasonably expeditious manner to minimize closure. The parties contemplate

that the trail will not be closed for more than 120 days in any event.

4. Improvements to and Maintenance of Easement. Park District will, at its own expense, maintain the Easement generally consistent with the balance of its trail system in that general area (the barranca), giving due consideration to its topography and character. In doing so, Park District will also satisfy any maintenance requirements imposed or established by any government agency in connection with the Easement.

Skudris or her assignees or successors in said interest, reserves the right to approve in advance any major reconstruction of the Easement area. Said approval shall not be unreasonably withheld. Park District shall not unreasonably interfere with the right of Skudris to the free access to her property, including the right to extend utilities thereto under, over or across the Easement as may be necessary.

5. Hold Harmless Covenant. Park District agrees to and does hereby hold Skudris harmless from any and all claims made by the Park District and guests, invitees, or any other persons using the Easement under color of Park District's rights created by this Agreement, for any injury suffered during said use because of the condition, maintenance, or design of the said equestrian trail or Easement.

6. Liability Provision. Park District is presently self-insured through its membership in a Joint Powers Agreement made with certain other governmental entities which provides protection from monetary liability for risks such as trail systems discussed herein. Park District shall continue such membership or acquire other liability coverage throughout the life of this Agreement. The Easement is conditioned upon the continuance of the Park District's membership in a joint power's agreement or acquiring alternative insurance policies as the Park District may elect. If protection is not reinstated following any lapse and Skudris' 10 days written demand, this Agreement and any rights thereunder shall, at Skudris' option, be permanently terminated.

7. Taxes and Other Costs. Park District shall be and remain responsible for any additional taxes, assessments or other costs imposed by any governmental agency as a result of, on or in regard to the Easement herein granted.

8. Termination. If Park District voluntarily terminates the described trail system, or the system is otherwise substantially terminated because of the lapse of the License Agreement made with the Las Posas Hills Owners' Association, reversion of underlying fee interests in other properties over which the system is constructed, or for any other reason whether or not within control of Park District, this Easement shall likewise terminate.

9. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any representations or modifications concerning this instrument shall be of no force and effect, unless made by a subsequent written modification signed by the party to be charged.

10. Notices. Any notices to be given to any party shall be given by personal service or by United States Mail, return receipt requested, and shall be deemed to have been given when deposited in the United States Post Office or any Post Office receptacle, postage pre-paid and properly addressed as follows:

If to Skudris:

Ms. Irma Skudris
97 Calle Escalon
Camarillo, California 93010

and

Glenn E. Churchman, Esq.
340 Rosewood Avenue, Suite A
Camarillo, California 93010

If to Park District:

General Manager
Pleasant Valley Recreation and
Park District
1605 East Burnley
Camarillo, California 93010

11. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

GRANTOR:

IRMA SKUDRIS TRUST

By Irma Skudris
IRMA SKUDRIS, Trustee

GRANTEE:

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By Jay S. Loperino
Chairman, Board of Directors

APPROVED AS TO FORM:

By Ernest R. Brown
General Counsel, PLEASANT
VALLEY RECREATION AND PARK
DISTRICT

APPROVED AS TO FORM AND SUBSTANCE

Glenn E. Churchman
Glenn E. Churchman
Attorney and Developer for
SKUDRIS

STATE OF CALIFORNIA)
)
 COUNTY OF VENTURA)

On March 11, 1993, before me, a notary public, personally appeared Irma Skudris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Yvonne Ellis
 Notary Public

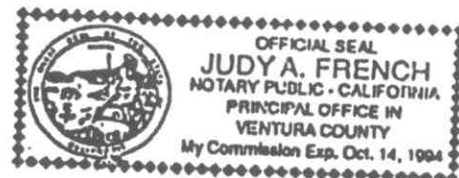
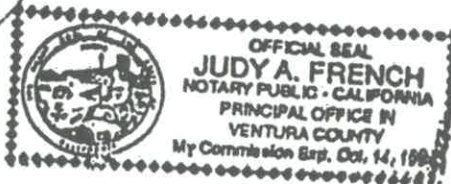


STATE OF CALIFORNIA)
)
 COUNTY OF VENTURA)

On March 18, 1993, before me, a notary public, personally appeared GARY S. GASPERINO, on behalf of Pleasant Valley Recreation and Park District, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Judy A. French
 Notary Public



m23764m
 wp\mwc

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 307

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

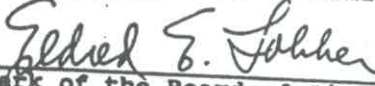
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, has executed and delivered to the District an Agreement entitled "Grant of Easement", granting to the District an easement over portions of Lot No. 3 of Rancho Las Posas Estates No. 3, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Irma Skudris, Trustee of the Irma Skudris Trust dated August 31, 1987, granting to the District an easement over portions of Lot 3 of Rancho Las Posas Estates No. 3 in the County of Ventura, State of California, be, and the same is, hereby accepted, that the Chairman of the Board of Directors of the District be authorized and directed to execute same on behalf of the District, and that said Grant of Easement be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 307 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Reynolds-Churchman-
Skudrjis-Lots 65"/"G"
Legend

- Streets
- 1:6000
- Parcels



0 188.08 Distance Feet

1: 2,257

Disclaimer: The information on this web site and in the application was created by the Ventura County Department of Planning and is provided for informational purposes only. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

SMITH/CHURCHMAN

When Recorded Mail To:

93-047664

Rec Fee
A.R.

.00

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura

Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA

FF

5

4925939

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

AP No. 152-0-140-435

1. As a charitable contribution to a governmental entity,
CHRISTOPHER SMITH and ELLEN F. SMITH, as Trustee of the Smith
Family Trust dated June 2, 1983 (hereinafter collectively re-
ferred to as "Grantor") hereby grants to the Pleasant Valley
Recreation and Park District (the "Park District") for thirty
(30) years following the date of the recordation of this instru-
ment, at which time this easement will automatically expire, an
easement over the real property described as:

That portion of Lot 3 of Tract No. 3277 in the County
of Ventura, State of California as shown on a map
recorded in book 88, pages 22 and 23 of miscellaneous
records (maps) in the office of the county recorder of
said county described as follows:

Beginning at the most westerly corner of said Lot 3, at
the northwesterly terminus of that line shown on said
map as having a bearing and distance of north 31°30'02"
west, 233.48 feet; thence along said line

1st: South 31°30'06" east, 12.66 feet; thence leaving
said line

2nd: North 38°48'37" east, 15.18 feet; thence

3rd: North 5°31'37" east, 37.49 feet; thence

4th: North 4°08'53" west, 48.92 feet to a point in the westerly line of said Lot 3; thence along said westerly line

5th: South 10°32'03" west, 88.64 feet to the point of beginning

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on October 5, 1992 at McCarthy,
Ventura County, California.


CHRISTOPHER SMITH, Trustee


ELLEN F. SMITH, Trustee

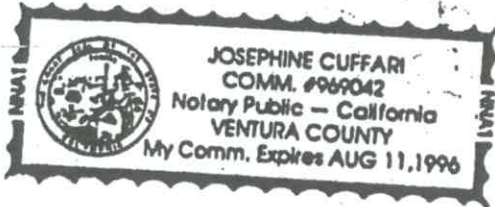
"Grantor"

STATE OF CALIFORNIA

COUNTY OF VENTURA

On October 6th, 1992, before me, personally appeared CHRISTOPHER SMITH and ~~ELLEN F. SMITH~~, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.



Josephine Cuffari
Notary Public

C25660

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 306

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

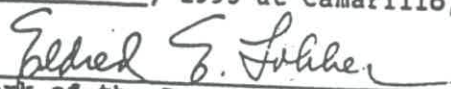
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated November 13, 1992, conveying to the District an easement over a portion of Lot No. 3 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Christopher Deane Smith and Ellen F. Smith, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 3 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated November 13, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 306 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



Churchman-Smith Lot "C"

Legend

Streets

1:6000

Parcels



0 188.08 Distance Feet



1: 2,257

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

ADAMS "D"

When Recorded Mail To:

93-047670

Rec Fee

A.R.

.00

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

Recorded
Official Records
County of
Ventura

Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA

FF

4

4925945

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

58-0-140-425

1. As a charitable contribution to a governmental entity,
GORDON CRAIG ADAMS and TRACY W. ADAMS, Co-Trustees of the Adams
Family 1989 Revocable Trust dated January 26, 1990 (hereinafter
collectively referred to as "Grantor") hereby grants to the
Pleasant Valley Recreation and Park District (the "Park Dis-
trict") for thirty (30) years following the date of the recorda-
tion of this instrument, at which time this easement will auto-
matically expire, an easement over the real property described
as:

That portion of Lot 2 of Tract No. 3277 in the County
of Ventura, State of California as shown on a map
recorded in book 88, pages 22 and 23 of miscellaneous
records (maps) in the office of the county recorder of
said county described as follows:

Beginning at the most westerly corner of said Lot 2, at
the northwesterly terminus of that line shown on said
map as having a bearing and distance of north 41°31'27"
west, 207.61 feet; thence along said line

1st: South 41°31'40" east, 17.26 feet; thence leaving
said line

2nd: North 42°42'41" east, 30.47 feet; thence

3rd: North 51°48'21" east, 30.61 feet; thence

4th: North 50°51'36" east, 126.69 feet; thence

5th: North 38°48'37" east, 29.67 feet to a point in the northeasterly line of said Lot 2 distant along said northeasterly line 12.66 feet from the most northerly corner of said Lot 2; thence along said northeasterly line

6th: North 31°30'06" west, 12.66 feet to said most northerly corner of said Lot 2; thence along the northwesterly boundary of said Lot 2 the following two courses

7th: South 51°55'47" west, 57.95 feet; thence

8th: South 48°35'09" west, 161.06 feet to the point of beginning.

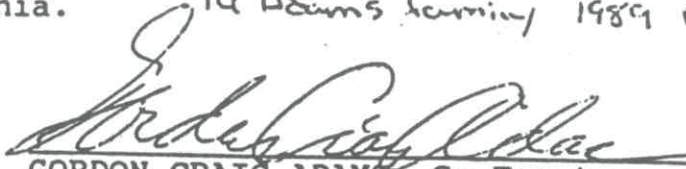
2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

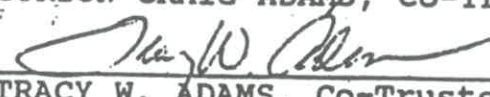
3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

5. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

Executed on 12/11/92 at OKNARD,
Ventura County, California.

The Adams Learning 1989 Receivable T

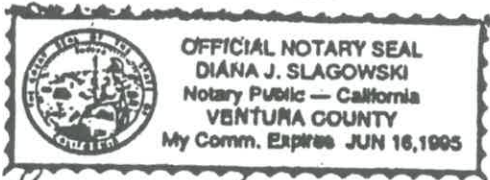

GORDON CRAIG ADAMS, Co-Trustee


TRACY W. ADAMS, Co-Trustee
"Grantor"

STATE OF CALIFORNIA
COUNTY OF VENTURA

On December 11, 1992, 1992, before me, personally appeared GORDON CRAIG ADAMS and TRACY W. ADAMS, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.



 Notary Public
C25668

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 296

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

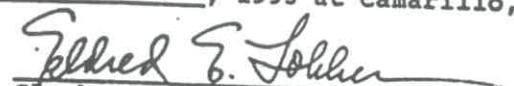
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, have executed and delivered to the District a Grant of Easement, dated December 11, 1992, conveying to the District an easement over a portion of Lot No. 2 of Tract No. 3277, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Gordon Craig Adams and Tracy W. Adams, Co-Trustees of the Adams Family 1989 Revocable Trust dated January 26, 1990, conveying to the District an easement over a portion of Lot 2 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated December 11, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 296 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Adams Lot D

Legend

- Streets
- 1:6000
- Parcels



0 94.04 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The information is provided "as is" without warranty, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



ELLIOTT
"E"

Escrow No.
Loan No.

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

93-047668

Rec Fee
A. R. .00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed: OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Richard A. Elliott
Signature of Declarant or Agent determining tax - Firm Name

4925943
152-0-140-415

GRANT DEED

No Documentary Transfer Tax is due as
easement has no apparent value. No oth
consideration received by any party.

FOR VALUE RECEIVED CONSIDERATION OF MONEY PAID BY AND TO THE CREDIT OF
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
RICHARD A. ELLIOTT AND ROSE M. ELLIOTT, HUSBAND AND WIFE AS JOINT TENANTS

hereby GRANT(S) to Pleasant Valley Recreation and Park District

the real property in the City of Camarillo,
County of Ventura.

State of California, described as

That portion of Lot 1 of Tract No. 3277 in the County of Ventura,
State of California as shown on a map recorded in book 88, pages
22 and 23 of miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the most northerly corner of said Lot 1, at the
northeasterly terminus of that line shown on said map as having a
bearing and distance of north 48°35'22" east, 130.33 feet; thence
along said line

1st: South 48°35'09" west, 111.94 feet; thence leaving said line

2nd: North 71°52'08" east, 58.76 feet; thence

3rd: North 42°42'41" east, 58.30 feet to a point in the
northeasterly line of said Lot 1 distant along said northeasterly
line 17.26 feet from the point of beginning; thence along said
northeasterly line

4th: North 41°31'40" west, 17.26 feet to the point of beginning.

Dated Jan. 17, 1993

STATE OF CALIFORNIA
COUNTY OF Ventura } ss.

On Jan. 17, 1993 before me,

personally appeared Richard A. Elliott and
Rose M. Elliott

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

WITNESS my hand and official seal.
signature *Carole A. Minkin*

Richard A. Elliott
RICHARD A. ELLIOTT

Rose M. Elliott
ROSE M. ELLIOTT



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 298

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 17, 1993, conveying to the District a portion of Lot No. 1 of Tract No. 3277, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Richard A. Elliott and Rose M. Elliott, husband and wife as joint tenants, conveying to the District a portion of Lot 1 of Tract No. 3277 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 17, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 298 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Elliott Lot E

Legend

- Streets
- 1:6000
- Parcels



0 94.04 Distance Feet

1: 1,128

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SASAKI

"52"

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

93-047667

Rec Fee
A.R.

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93
SCALE ABOVE THIS LINE FOR RECORDER'S USE

VCOA FF

MAIL TAX STATEMENTS TO:

NA

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed: ()
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Lu Carter
Signature of Declarant or Agent determining tax - Firm Name

4925942
152-0-370-055

GRANT DEED

No Documentary Transfer Tax is due because the easement has no apparent value. No consideration was received by any party.

~~FOR KNOWLEDGE AND CONSIDERATION OF THE GRANTEE~~
A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
HENRY Y. SASAKI and BETTY W. SASAKI, Husband and Wife,
hereby GRANT(S) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo
County of Ventura

State of California, described

The easterly 12.00 feet of Lot 52 of Tract No. 2706 in the County of Ventura, State of California as shown on a map recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the county recorder of said county, measured along that portion of the easterly boundary of said Lot 52 shown on said map as having bearings of north 02°40'02" east and north 12°30'44" east.

The westerly line of said easterly 12.00 feet to be prolonged or shortened so as to terminate in the northerly and southerly lines of said Lot 52.

If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Dated OCT 22, 1992

STATE OF CALIFORNIA
COUNTY OF Ventura

On October 22, 1992 before me,

Helen Elaine Zaratsky
personally appeared HENRY Y. SASAKI and
BETTY W. SASAKI

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) appears subscribed to the within instrument and acknowledged to me that 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.

WITNESS my hand and official seal.

Signature Helen Elaine Zaratsky

Henry Y. Sasaki
HENRY Y. SASAKI

Betty W. Sasaki
BETTY W. SASAKI
H. P. 112



(This area for official notary seal) 200/345

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 305

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Henry Y. Sasaki and Betty H. Sasaki, husband and wife, have executed and delivered to the District a Grant Deed, dated October 22, 1992, conveying to the District a portion of Lot No. 52 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Henry Y. Sasaki and Betty H. Sasaki, husband and wife, conveying to the District a portion of Lot 52 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated October 22, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 305 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

Eldred E. Lokker
Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Sasaki Lot 52

Legend

Streets

1:6000

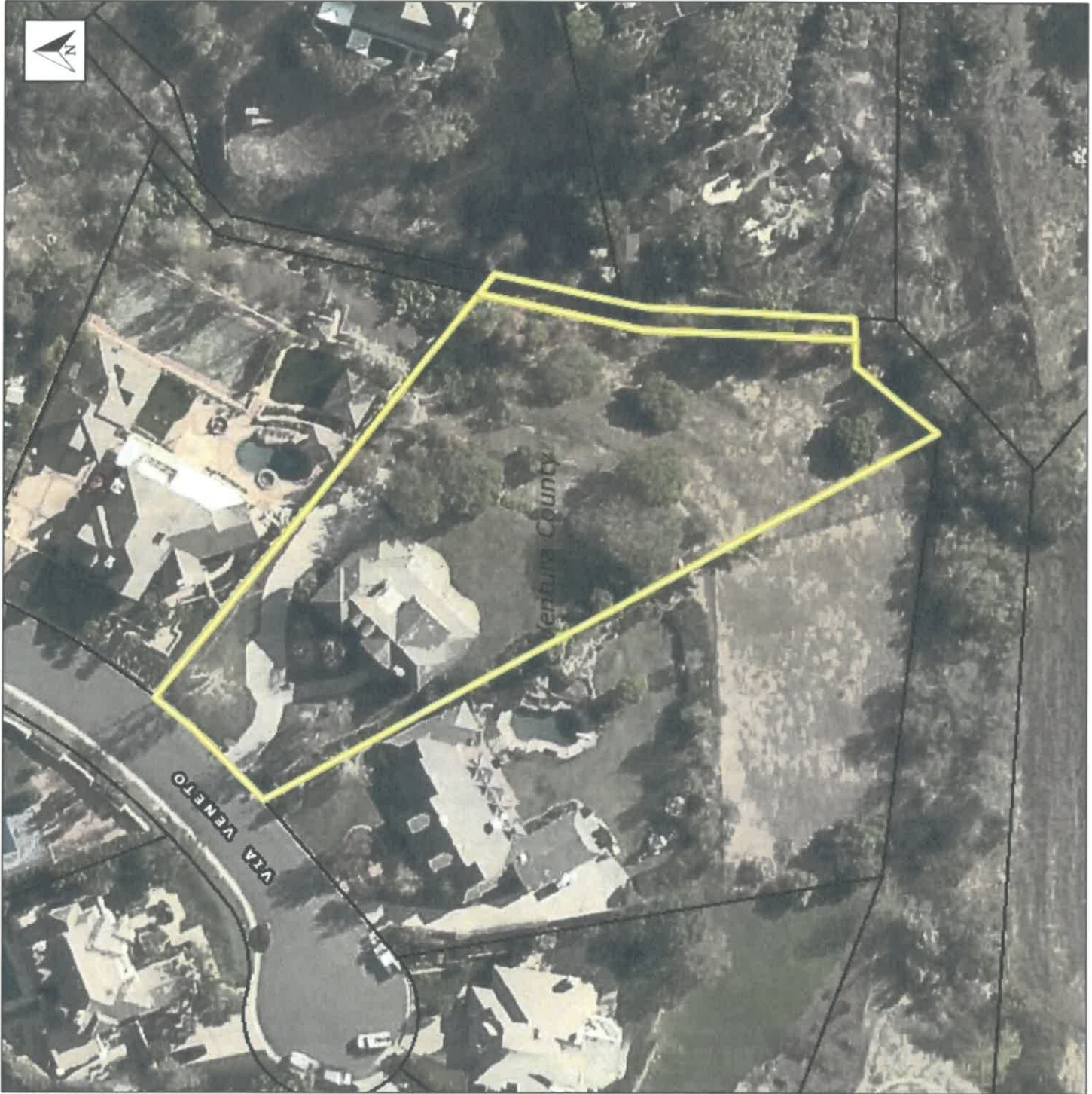
Parcels



0 94.04 Distance Feet

1: 1,128

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PLASCENCIA
"53"

RECORDING REQUESTED BY
Escrow No. CONTINENTAL LAWYERS TITLE-81
Loan No. 4925947

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnly
Camarillo, CA 93010

93-047672
Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93
Rec Fee
A.R.
VCOA FF 2

MAIL TAX STATEMENTS TO:
Pleasant Valley Recreation
and Park District
1605 East Burnly
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale. FERGUSON, CASE, ORR, PATER
& CUNNINGHAM

By: Blaine J. Wanke
Signature of Declarant or Agent determining tax - Firm Name
Blaine J. Wanke

152-0-370-045

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
SALVADOR PLASCENCIA and SOLEDAD PLASCENCIA, Husband and Wife, as Joint Tenants
hereby GRANT (S) to
PLEASANT VALLEY RECREATION AND PARK DISTRICT

the real property in the City of Camarillo
County of Ventura

State of California, described as

The easterly 12.00 feet of Lot 53 of Tract No. 2706 in the County of
Ventura, State of California as shown on a map recorded in book 84,
pages 50 through 53 inclusive of miscellaneous records (maps) in the
office of the county recorder of said county, measured along that
portion of the easterly boundary of said Lot 53 shown on said map as
having bearings of north 12°30'44" east and north 48°35'09" east.

The westerly line of said easterly 12.00 feet to be prolonged or
shortened so as to terminate in the northerly and southerly lines of
said Lot 53.

If any part of the property interest conveyed to the park district
herein ceases to be used for equestrian purposes, the park district
shall, on request, reconvey such part or parts to grantors herein, or
their successors if they have conveyed their original adjoining property
from which the property interest was taken.

Assessor's Parcel Number: 152-0-370-025

Also known as: 1926 Via Veneto
Camarillo, CA 93010

This conveyance is a gift and is exempt pursuant to Ordinance 2585.

Dated February 19, 1993

Salvador Plascencia
Salvador Plascencia

STATE OF CALIFORNIA }
COUNTY OF Ventura } ss.

On February 19, 1993 before me,
Mario Maldonado, Notary Public
personally appeared Salvador Plascencia and
Soledad Plascencia

Soledad Plascencia
Soledad Plascencia

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



WITNESS my hand and official seal.
Signature Mario Maldonado

(This area for official notary seal) 203/345

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 303

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

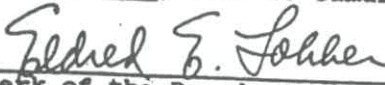
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated February 19, 1993, conveying to the District a portion of Lot No. 53 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Salvador Plascencia and Soledad Plascencia, husband and wife as joint tenants, conveying to the District a portion of Lot 53 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated February 19, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 303 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



Plascencia Lot 53

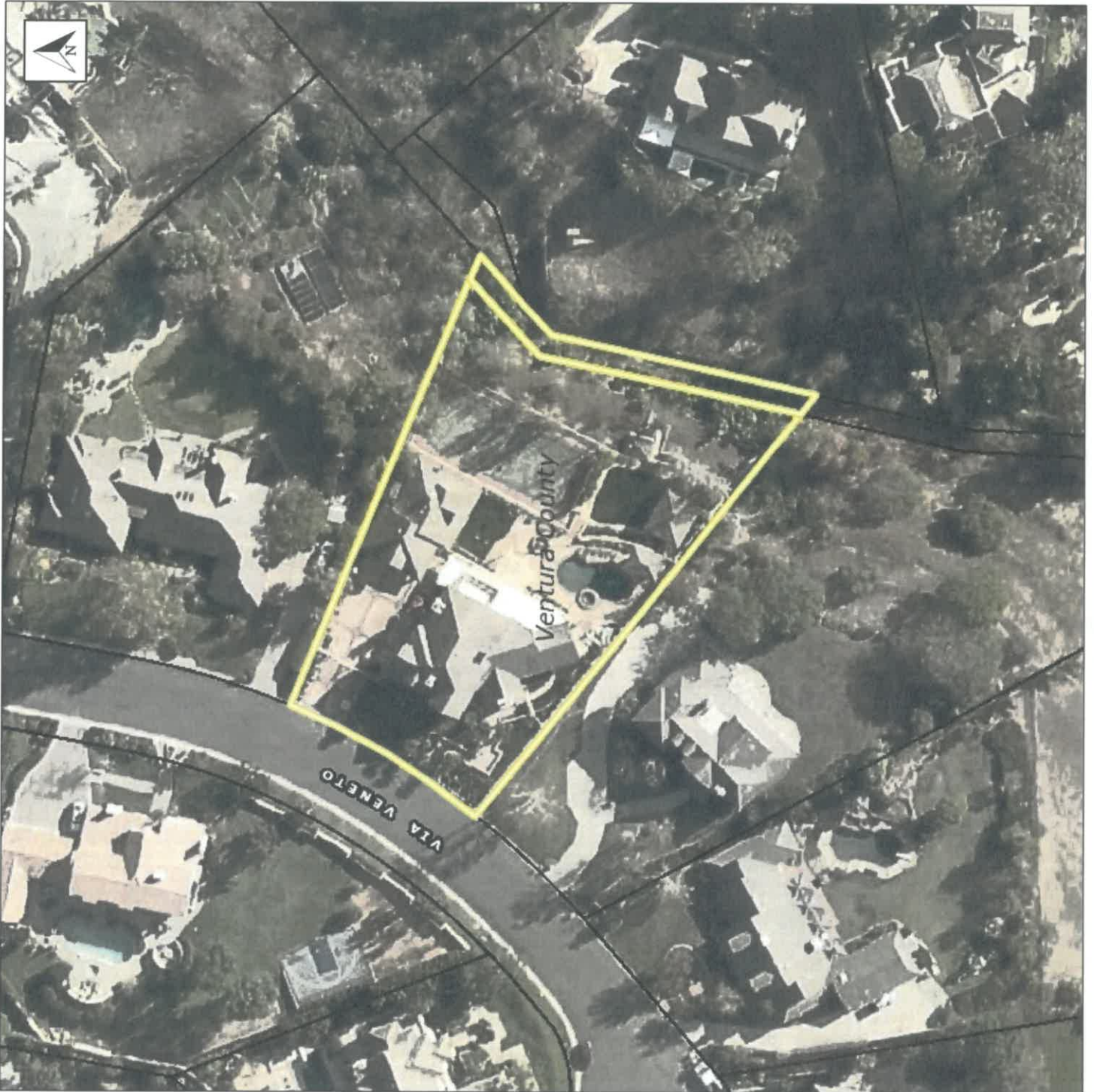
Legend

- Streets
- 1:6000
- Parcels

0 94.04 Distance Feet

1: 1,128

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RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81
When Recorded Mail To:

93-047669

KILBY "55"

Rec Fee
A.R. .00

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93050

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93

VCOA FF 4

4925944

GRANT OF EASEMENT

(No Documentary Transfer Tax is due as the easement
has no apparent value. No other
consideration was received by any party.)

152-0-3705025

1. As a charitable contribution to a governmental entity,
BILLY E. KILBY and WILMA J. KILBY, Husband and Wife as Joint
Tenants (hereinafter collectively referred to as "Grantor")
hereby grant to the Pleasant Valley Recreation and Park District
(the "Park District") for thirty (30) years following the date of
the recordation of this instrument, at which time this easement
will automatically expire, an easement over the real property
described as:

That portion of Lot 55 of Tract No. 2706 in the County
of Ventura, State of California, as shown on a map
recorded in book 84, pages 50 through '53 inclusive of
miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

Beginning at the northeast corner of said Lot 55;
thence along the easterly line of said Lot 55

1st: South 10°32'03" west, 146.87 feet; thence leaving
said easterly line

2nd: North 04°08'53" west, 80.57 feet; thence

3rd: North 19°56'38" east, 59.96 feet; thence

4th: North 06°42'03" east, 9.85 feet to a point in the
northerly line of said Lot 55 distant thereon north
79°15'25" west, 11.41 feet from the northeast corner of
said Lot 55; thence along said northerly line

5th: South 79°15'24" east, 11.41 feet to the point of beginning

2. The Easement granted herein is appurtenant to the dominant easement, described as Lot 57 of Tract 2706 as shown on a map recorded in Book 84, Pages 50 through 53, inclusive, of Maps in the office of the County Recorder of Ventura County, which is a public horse arena.

3. The Easement granted herein is for public equestrian recreational trail purposes. The Easement granted herein includes incidental rights of maintenance, repair, and replacement.

4. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of grantor and grantee and shall run with the land.

5. If any part of the property interest conveyed to the park district herein ceases to be used for equestrian purposes, the park district shall, on request, reconvey such part or parts to grantors herein, or their successors if they have conveyed their original adjoining property from which the property interest was taken.

Executed on 14 JAN 1993 at CAMARILLO
Ventura County, California.

Billy E. Kilby
Billy E. Kilby

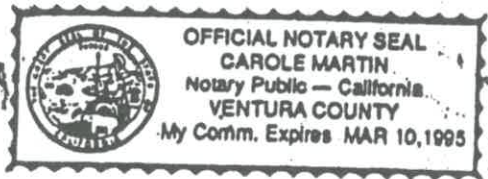
Wilma G. Kilby
Wilma G. Kilby

"Grantor"

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On JANUARY 14, 1993, before me, the undersigned notary public, personally appeared Billy E. Kilby and Wilma J. Kilby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Carole Martin
Notary Public in and for said
County and State

W23297

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 300

RESOLUTION ACCEPTING GRANT OF EASEMENT FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

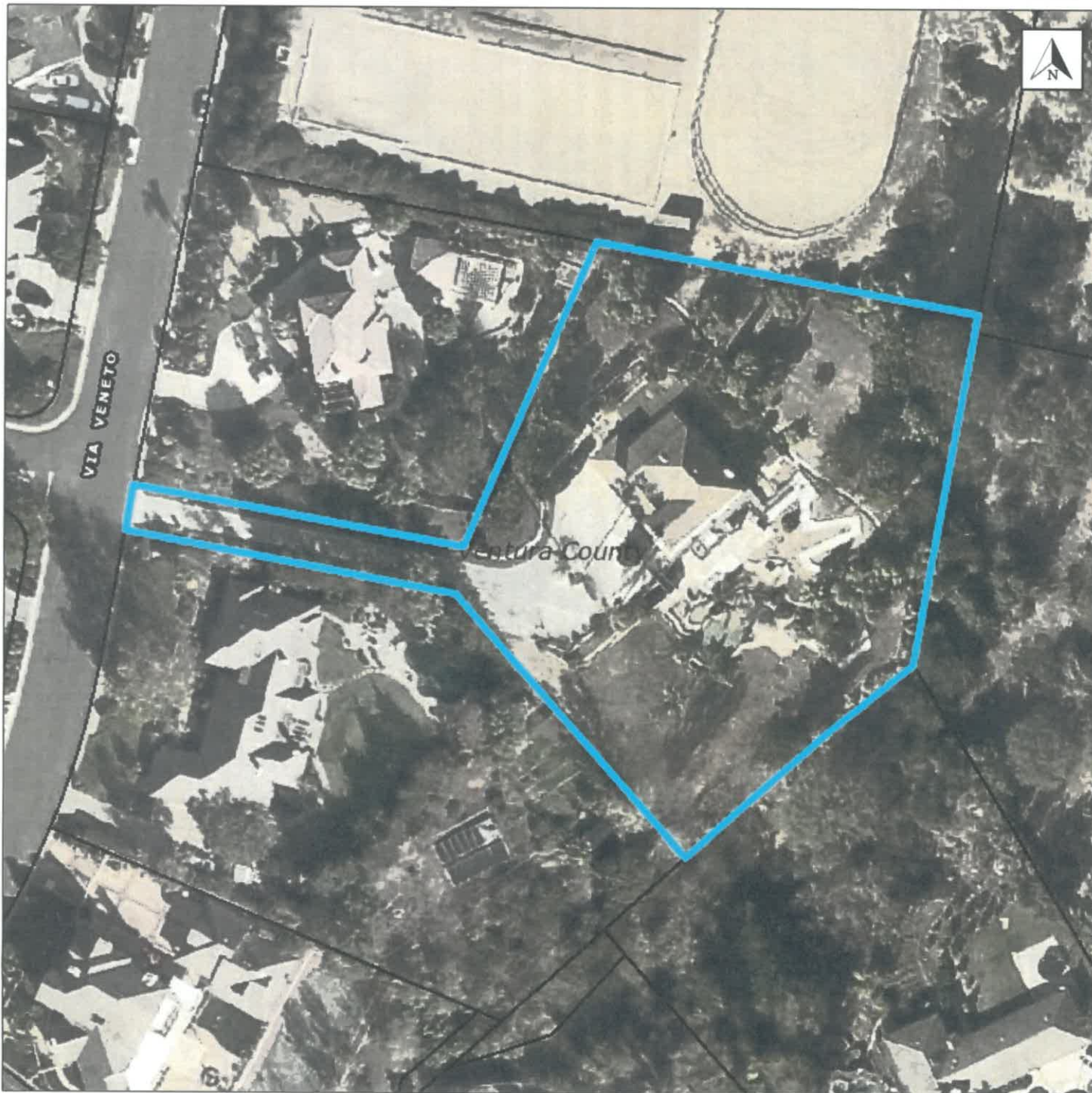
WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Billy E. Kilby and Wilma J. Kilby, husband and wife as joint tenants, have executed and delivered to the District a Grant of Easement, dated January 14, 1993, conveying to the District an easement over a portion of Lot No. 55 of Tract No. 2706, and said Grant of Easement has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant of Easement presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Billy E. Kilby and Wilma J. Kilby, husband and wife as joint tenants, conveying to the District an easement over a portion of Lot 55 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant of Easement, dated January 14, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 300 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

Eldred E. Lokker
Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Kilby Lot 55

Legend

- Streets
- 1:6000
- Parcels



1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE-81

AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW
MAIL TAX STATEMENT TO:

Name Pleasant Valley Recreation and
Park District
Street Address 1605 East Burnley
City & State Camarillo, CA 93010

MAIL TAX STATEMENTS TO

Name Pleasant Valley Recreation and
Park District
Street Address 1605 East Burnley
City & State Camarillo, CA 93010

TITLE ORDER NO.

ESCROW NO.

REYNOLDS '65'

93-047674

Rec Fee
A.R.

.00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder

8:00am 17-Mar-93

VCOA FF 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4925949

GRANT DEED

152-0-352-045

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0-

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area
- city of _____, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY, DENNIS E.
REYNOLDS and SUSAN K. REYNOLDS, Trustees of the Reynolds Trust under
Declaration of Trust dated July 24, 1991,

hereby GRANT(s) to PLEASANT VALLEY RECREATION AND PARK DISTRICT

the following described real property in the City of Camarillo
County of Ventura State of California:

SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED FOR
LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the easement has no apparent value. No other
consideration was received by any party.

Dated November 6, 1995.

STATE OF CALIFORNIA
COUNTY OF Ventura } SS.
On this _____ day of _____, in the year 19____
before me, the undersigned, a Notary Public in and for said State,
personally appeared DENNIS E. REYNOLDS
and SUSAN K. REYNOLDS

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Signature Linda Hackett
NOTARY PUBLIC IN AND FOR SAID STATE

Dennis E. Reynolds
DENNIS E. REYNOLDS, Trustee of the
Reynolds 1991 Trust
Susan K. Reynolds
SUSAN K. REYNOLDS, Trustee of the
Reynolds 1991 Trust



(This area for official notarial seal)

211/345

TRACT NO. 2706 - LOT 65
THOSE PORTIONS OF LOT 65 OF TRACT NO. 2706 IN THE COUNTY OF
VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN
BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS
RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHWESTERLY LINE OF SAID LOT 65

1ST: NORTH $08^{\circ}07'28''$ WEST, 113.79 FEET; THENCE AT RIGHT
ANGLES.

2ND: NORTH $81^{\circ}52'32''$ EAST, 26.23 FEET; THENCE PARALLEL TO
SAID SOUTHWESTERLY LINE

3RD: SOUTH $08^{\circ}07'28''$ EAST, 52.49 FEET; THENCE

4TH: SOUTH $04^{\circ}55'04''$ WEST, 56.86 FEET TO A POINT IN THE
SOUTHEASTERLY LINE OF SAID LOT 65; THENCE ALONG SAID
SOUTHEASTERLY LINE

5TH: SOUTH $58^{\circ}03'47''$ WEST, 14.63 FEET TO THE POINT OF
BEGINNING.

PARCEL B:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 65; THENCE
ALONG THE SOUTHEASTERLY LINE OF SAID LOT 65 THE FOLLOWING
THREE COURSES

1ST: SOUTH $53^{\circ}38'07''$ WEST, 107.27 FEET; THENCE

2ND: SOUTH $53^{\circ}08'47''$ WEST, 109.09 FEET; THENCE

3RD: SOUTH $58^{\circ}03'47''$ WEST, 64.89 FEET; THENCE LEAVING SAID
SOUTHEASTERLY LINE

4TH: NORTH $49^{\circ}21'06''$ EAST, 43.12 FEET; THENCE

5TH: NORTH $56^{\circ}36'46''$ EAST, 44.43 FEET; THENCE

6TH: NORTH $47^{\circ}43'37''$ EAST, 61.66 FEET; THENCE

7TH: NORTH $53^{\circ}32'44''$ EAST, 27.98 FEET; THENCE

8TH: NORTH $47^{\circ}16'12''$ EAST, 22.98 FEET; THENCE

9TH: NORTH $36^{\circ}43'37''$ EAST, 21.76 FEET; THENCE

10TH: NORTH $76^{\circ}24'44''$ EAST, 36.03 FEET; THENCE

11TH: NORTH $59^{\circ}35'04''$ EAST, 28.73 FEET TO A POINT IN THE
NORTHEASTERLY LINE OF SAID LOT 65 DISTANT ALONG SAID
NORTHEASTERLY LINE NORTH $18^{\circ}16'58''$ WEST, 3.50 FEET FROM
THE MOST EASTERLY CORNER OF SAID LOT 65 AND THE POINT
OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY LINE

12TH: SOUTH $18^{\circ}16'58''$ EAST, 3.50 FEET TO THE POINT OF
BEGINNING.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 304

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and


WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991, have executed and delivered to the District a Grant Deed, dated November 6, 1992, conveying to the District a portion of Lot No. 65 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Dennis E. Reynolds and Susan K. Reynolds, Trustees of the Reynolds Trust under Declaration of Trust dated July 24, 1991 conveying to the District a portion of Lot 65 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 6, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 304 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

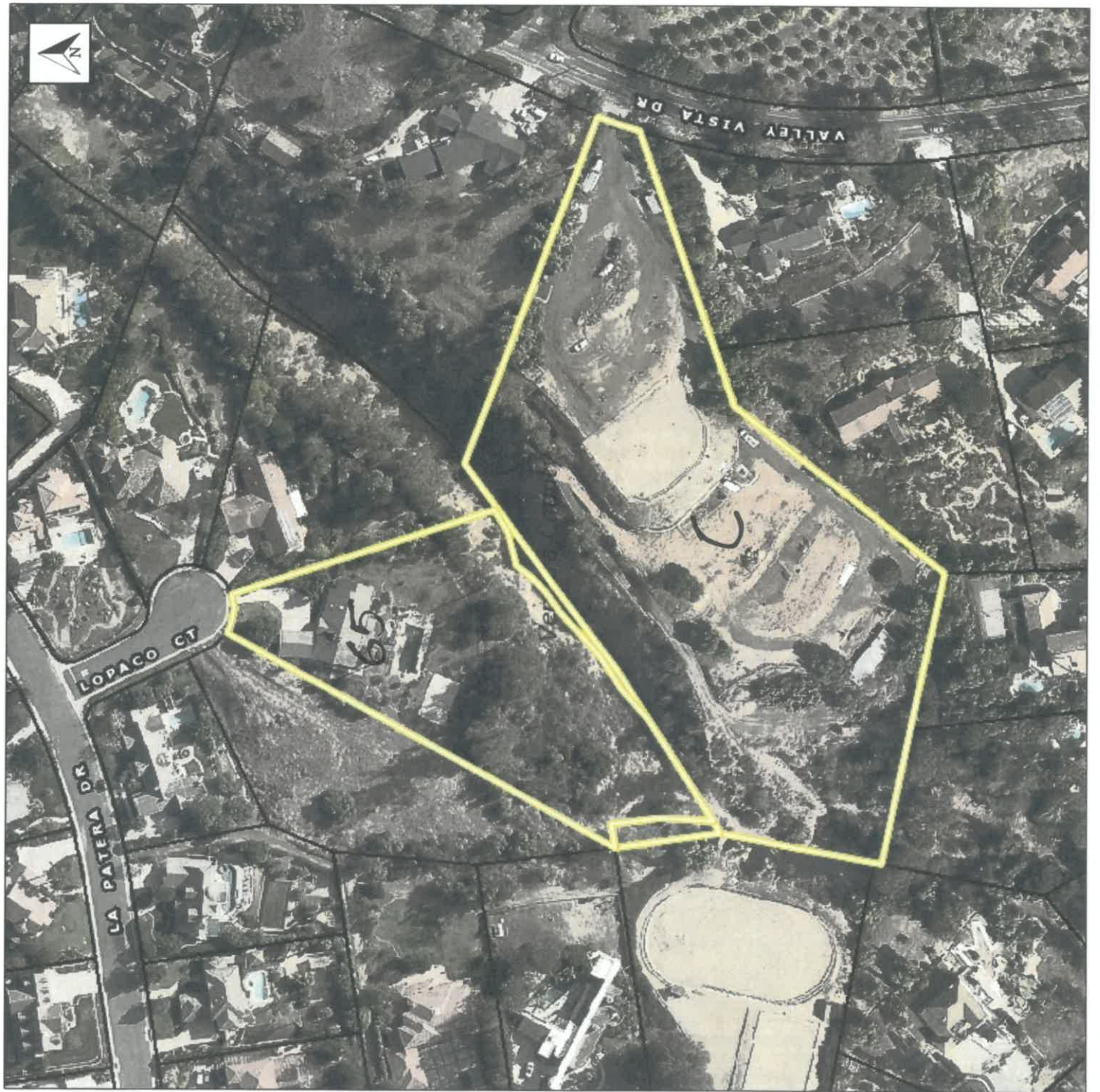

Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District

Reynolds-Churchman-Skudris Lots 65/66 Legend

- Streets
- 1:6000
- Parcels



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MACALISTER

"66"

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME Pleasant Valley Recreation and Park District
STREET ADDRESS 1605 East Burnley
CITY STATE ZIP Camarillo, CA 93010

93-047673 : Rec Fee
A.R. .00
Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93 : VCOA FF 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

152	0	352	035	ALL
				PTM X

Title Order No. 4925948
Escrow or Loan No.

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0- CITY TAX \$
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale,
 Unincorporated area: City of _____ and

FOR A LIMITED CONSIDERATION ~~IN FULL PAYMENT OF~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY,
ROBERT S. MACALISTER and CATHERINE V. MACALISTER, Trustees of the Robert
S. MacAlister and Catherine V. MacAlister Trust Dated November 20, 1985
hereby GRANT(S) to
Pleasant Valley Recreation and Park District

the following described real property in the City of Camarillo
County of Ventura State of California:

SEE EXHIBIT "A" ATTACHED TO THIS GRANT DEED
FOR LEGAL DESCRIPTION

No Documentary Transfer Tax is due as the ~~estate~~ has no apparent value. No other
consideration was received by any party.

Robert S. MacAlister and Catherine
V. MacAlister Trust

Dated November 10, 1992

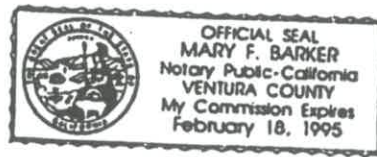
Robert S. MacAlister
ROBERT S. MACALISTER, Trustee

STATE OF CALIFORNIA
COUNTY OF Ventura } ss
On November 10, 1992 before me, the
undersigned, a Notary Public in and for said State, personally appeared
ROBERT S. MACALISTER and
CATHERINE V. MACALISTER

Catherine V. MacAlister
CATHERINE V. MACALISTER, Trustee

_____ personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person S whose name S subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal

Signature Mary F. Barker



(This area for official notarial seal) 215/345

TRACT NO. 2706 - LOT 66

THOSE PORTIONS OF LOT 66 OF TRACT NO. 2706 IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGES 50 THROUGH 53 INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 66; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 66

1ST: NORTH 18°16'58" WEST, 3.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE

2ND: NORTH 59°35'04" EAST, 21.30 FEET; THENCE

3RD: NORTH 55°18'48" EAST, 38.37 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE

4TH: SOUTH 53°38'07" WEST, 60.63 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 66; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 66

1ST: NORTH 75°56'07" WEST, 17.24 FEET; THENCE LEAVING SAID NORTHERLY LINE

2ND: SOUTH 34°13'42" WEST, 21.60 FEET; THENCE

3RD: SOUTH 32°46'05" WEST, 108.36 FEET; THENCE

4TH: SOUTH 45°50'18" WEST, 25.00 FEET; THENCE

5TH: SOUTH 41°59'32" WEST, 56.27 FEET; THENCE

6TH: SOUTH 39°54'31" WEST, 29.75 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 66; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES

7TH: NORTH 53°38'07" EAST, 25.97 FEET; THENCE

8TH: NORTH 39°29'09" EAST, 222.33 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
PAGE 1 OF 1

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 301

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, have executed and delivered to the District a Grant Deed, dated November 10, 1992, conveying to the District a portion of Lot No. 66 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Robert S. MacAlister and Catherine V. MacAlister, Trustees of the Robert S. MacAlister and Catherine V. MacAlister Trust dated November 20, 1985, conveying to the District a portion of Lot 66 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated November 10, 1992, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 301 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.

Eldred E. Lokker
Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

MacAlister Lot 66

Legend

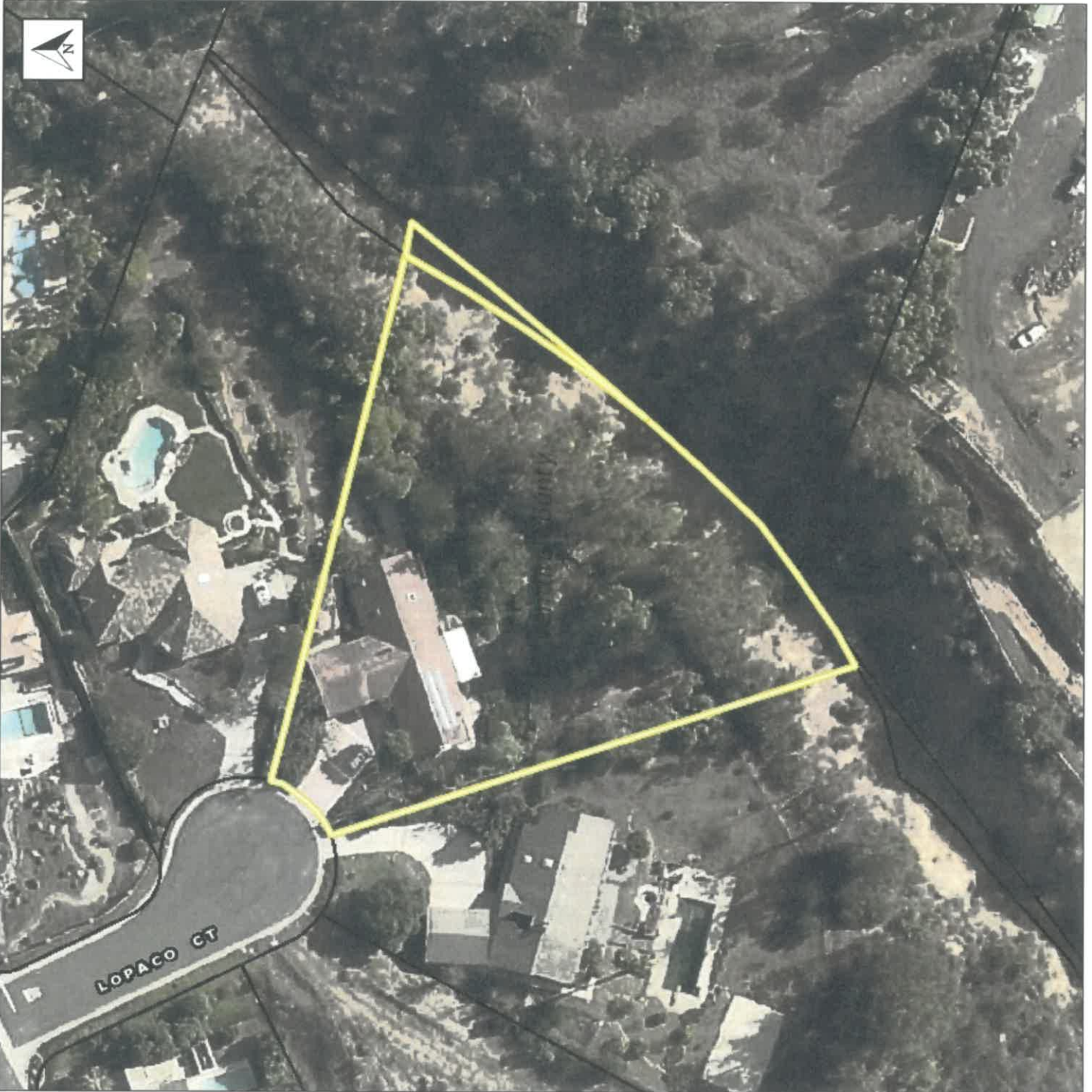
- Streets
- 1:6000
- Parcels



0 94.00 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Yavapai County Geographical Information System (GIS), which is operated and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.



DALA
"67"

Order No. CONTINENTAL LAWYERS TITLE-81
Escrow No.
Loan No.

93-047671
Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 17-Mar-93
Rec Fee
A. R. .00
VCOA FF 2

WHEN RECORDED MAIL TO:
Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Pleasant Valley Recreation
and Park District
1605 East Burnley
Camarillo, CA 93010

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale
[Signature]
Signature of Declarant or Agent determining tax - Firm Name

4925946

152-0-352-025

GRANT DEED

No Documentary Transfer Tax is due as t
easement has no apparent value. No othe
consideration was received by any party.

~~FOR A VALUABLE CONSIDERATION~~
AS A CHARITABLE CONTRIBUTION TO A GOVERNMENTAL ENTITY
ZOLTAN DALA and SAROLTA A. DALA, Husband and Wife, as Joint Tenants
hereby GRANT(S) to Pleasant Valley Recreation and Park District

the real property in the City of Camarillo
County of Ventura

State of California, described as

That portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California as shown on a map
recorded in book 84, pages 50 through 53 inclusive of miscellaneous records (maps) in the office of the
county recorder of said county described as follows:

- Beginning at the most southerly corner of said Lot 67; thence along the southwesterly line of said Lot 67
- 1st: North 75°56'07" west, 17.24 feet; thence leaving said southwesterly line
- 2nd: North 34°13'42" east, 38.74 feet; thence
- 3rd: North 48°46'45" east, 86.91 feet; thence
- 4th: North 46°10'21" east, 24.89 feet to the northerly line of said Lot 67; thence along said northerly
line
- 5th: South 67°13'42" east, 4.50 feet to the northeasterly corner of said lot 67; thence along the easterly
line of said Lot 67 the following two courses
- 6th: South 40°40'07" west, 102.97 feet; thence
- 7th: South 39°29'09" west, 40.02 feet to the point of beginning

Dated January 31, 1993

STATE OF CALIFORNIA }
COUNTY OF Ventura } ss.

On January 31, 1993 before me,
[Signature]
personally appeared Zoltan Dala and
Sarolta A. Dala

Zoltan Dala
ZOLTAN DALA

Sarolta A. Dala
SAROLTA A. DALA

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

WITNESS my hand and official seal.
Signature *[Signature]*



(This area for official notarial seal)

219/345

PLEASANT VALLEY RECREATION AND PARK DISTRICT
RESOLUTION NO. 297

RESOLUTION ACCEPTING GRANT DEED FOR PORTION OF
LAS POSAS HILLS EQUESTRIAN TRAIL SYSTEM

WHEREAS, the Pleasant Valley Recreation and Park District is the owner of "Lot No. 57 of Tract No. 2706, in the County of Ventura, State of California, as shown on a map recorded in Book 84, Pages 50 through 53 inclusive of miscellaneous records (Maps) in the office of the County Recorder of Ventura County", and said property has traditionally been used by the District as a public equestrian center for residents of the District; and

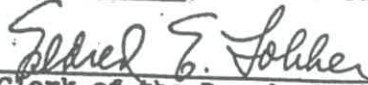
WHEREAS, on April 7, 1987 litigation was commenced by the Las Posas Equestrian Committee and others in the Superior Court of the State of California for the County of Ventura under Case No. 96404 to establish a public equestrian trail system leading to and from said equestrian center; and

WHEREAS, a Settlement Agreement and Mutual Release has been approved settling all issues in that litigation and providing for a public equestrian trail system which will permit equestrians to travel to the equestrian center from nearby areas, and that trail system will be established by the granting to the District of certain parcels of real property, by the granting to the District of easements over certain other parcels of real property, and by the granting to the District of a license to use certain easements owned by the Las Posas Hills Owners Association; and

WHEREAS, in order to provide part of that public equestrian trail system Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, have executed and delivered to the District a Grant Deed, dated January 31, 1993, conveying to the District a portion of Lot No. 67 of Tract No. 2706, and said Grant Deed has been reviewed by Legal Counsel and District Staff and found to be in proper form;

NOW THEREFORE, BE IT RESOLVED that the Grant Deed presented to the Board of Directors of the Pleasant Valley Recreation and Park District by Zoltan Dala and Sarolta A. Dala, husband and wife as joint tenants, conveying to the District a portion of Lot 67 of Tract No. 2706 in the County of Ventura, State of California, be, and the same is, hereby accepted, and that said Grant Deed, dated January 31, 1993, be recorded in the Official Records of Ventura County.

I, Eldred E. Lokker, Clerk of the Board of Directors of the Pleasant Valley Recreation and Park District, Camarillo, California, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 297 approved by the Pleasant Valley Recreation and Park District Board of Directors at a meeting held on March 14, 1993. This certification is given on March 15, 1993 at Camarillo, Ventura County, California.


Clerk of the Board of Directors
Pleasant Valley Recreation and
Park District



County View

Data Lot 67

Legend

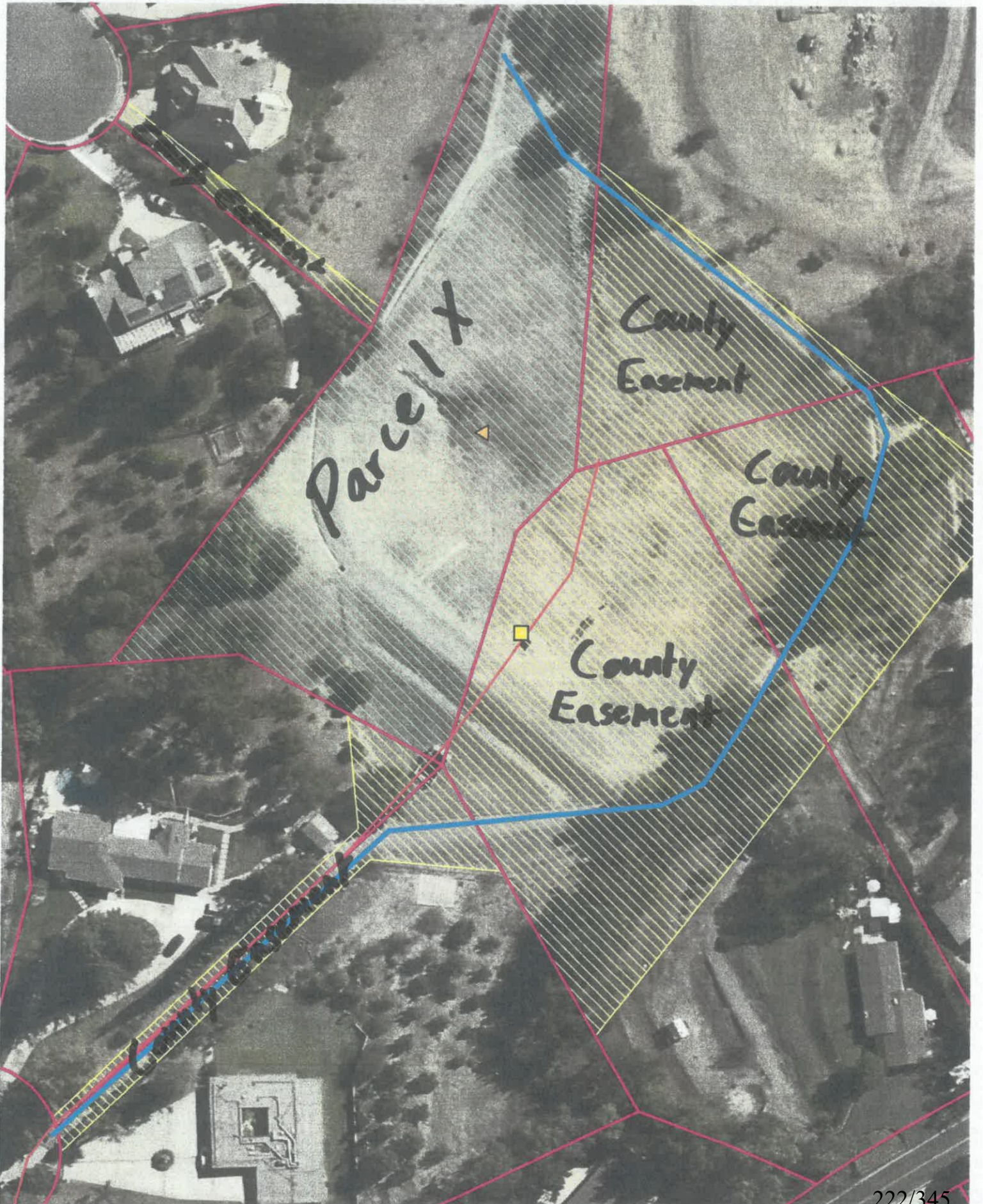
- Streets
- 1:6000
- Parcels

0 94.00 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS). The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.





STA. 0+04.06
BEGIN AC OUTLET PIPE

STA. 0+00
PIPE B.C.
STA. 0+04.06
BEGIN AC OUTLET PIPE

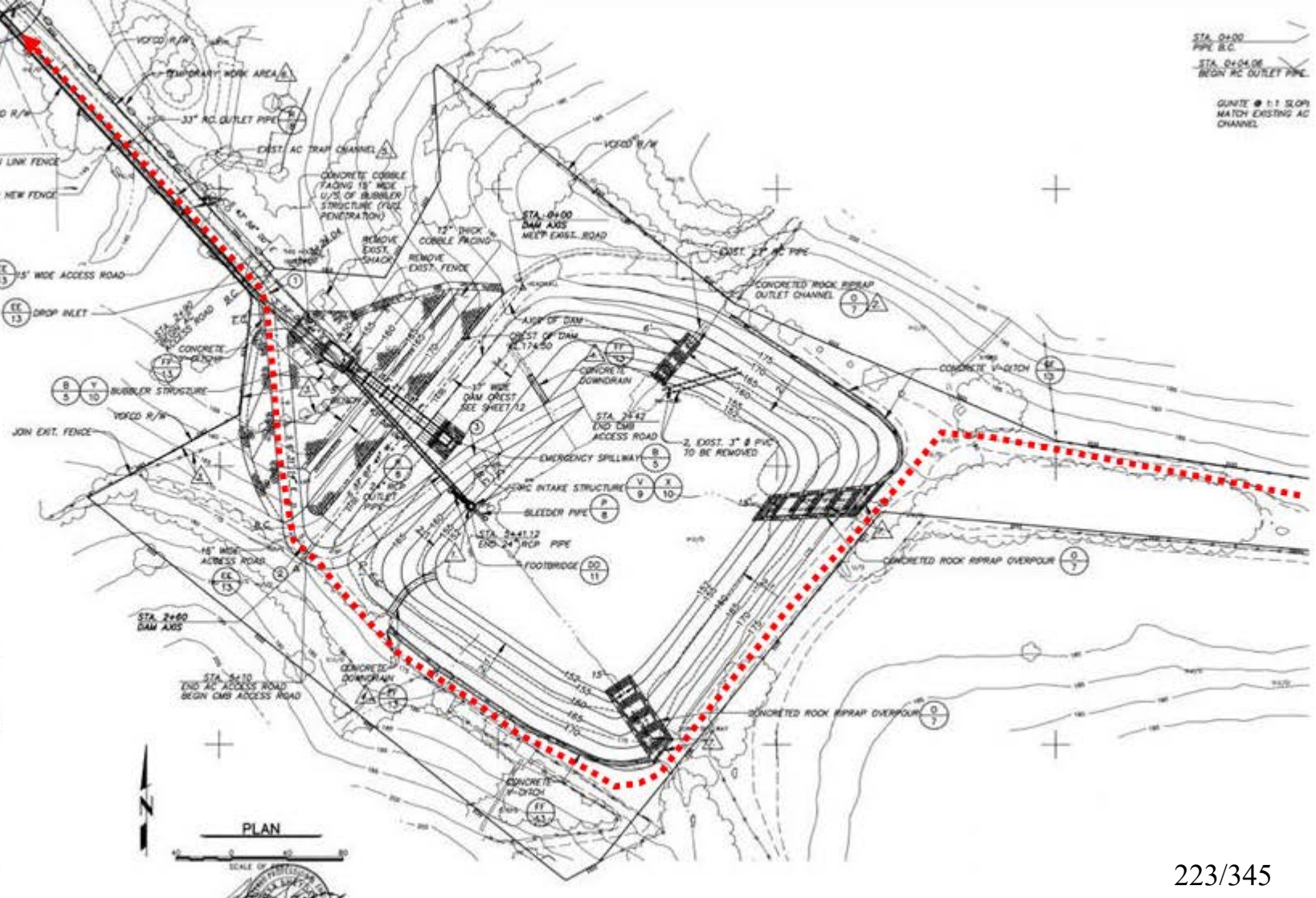
QUOTE @ 1:1 SLOPE
MATCH EXISTING AC
CHANNEL

OUTLET PIPE & CURVE DATA

①
 $\Delta = 29^{\circ} 13' 54''$
 $R = 60.00'$
 $T = 15.65'$
 $L = 30.81'$
B.C. STA. 0+00.00
E.C. STA. 0+30.81

ACCESS ROAD & CURVE DATA

①	②	③
$\Delta = 37^{\circ} 27' 03''$	$\Delta = 122^{\circ} 40' 13''$	$\Delta = 83^{\circ} 4' 01''$
$R = 44.66'$	$R = 25.00'$	$R = 100.00'$
$T = 15.14'$	$T = 45.73'$	$T = 7.49'$
$L = 29.20'$	$L = 53.53'$	$L = 14.95'$
B.C. STA. 3+05.02	B.C. STA. 4+88.03	B.C. STA. 6+47.83
E.C. STA. 3+34.22	E.C. STA. 5+42.56	E.C. STA. 6+62.88



PLAN



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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRP, Administrative Analyst

DATE: December 2, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
PURCHASE OF NEW PLAYGROUND AND
RESTROOM AT ARNEILL RANCH PARK**

SUMMARY

On October 28, 2021, the Board voted to allocate \$443,539 in Proposition 68 Per Capita Program Grant funding towards the replacement of the current playground and bathroom structure at Arneill Ranch Park. The park is currently undergoing Phase I of two phases in renovations. The playground and restroom structure are both considered Phase II projects but thanks to the Per Capita funding from the California Department of Parks and Recreation, these amenities can be replaced during Phase I.

BACKGROUND

The State of California Department of Parks and Recreation has allocated \$443,539 in Proposition 68 Per Capita Grant funding to the District (including the \$220,661 transfer from the City of Camarillo). The Board voted on October 6, 2021 to spend the grant funds at Arneill Ranch Park which is currently undergoing Phase I renovations. On October 28, 2021, the Board voted to allocate the funds towards the replacement of the current playground and bathroom structure at the park. Both amenities were scheduled to be replaced in Phase II of renovations but will now be moved up into the Phase I timeline. The selection of an inclusive playground was emphasized as a priority, thereby giving staff guidance on what play structures to implement.

ANALYSIS

Playground

GameTime is currently offering a 50-50 matching grant for new playground systems. This grant is in addition to the discount the District receives through our cooperative partnership with Omnia Partners. Staff consulted with Great Western Recreation, a distributor for GameTime, for an updated quote on the Option 2 play system presented at the October 28, 2021 meeting. Option 2 is the most inclusive option and includes the additional Inclusive Whirl staff was asked to add to the package. The initial ending price presented on October 28th for Option 2 was \$183,778.27. Staff was informed on November 1st the matching grant was only applicable to the play equipment manufactured by GameTime itself, not the entire quote consisting of equipment, surfacing, demolition of the current structure and installation. This increased the price by \$168,895.39. Staff worked with Great Western Recreation to revise the scope of service to stay within the grant funding and overall contingency budget for Phase I renovations.

The revised scope of service will consist of District parks maintenance staff and site general contractor United Construction performing demolition and excavation of the current structures with Great Western Recreation handling all installation of the equipment and pour-in-place (PIP) surfacing. The new contract price with Great Western Recreation for the 5–12-year-old system is **\$313,642.68**.

Restroom

Staff reached out to the Public Restroom Company who installed the current unit at Mel Vincent Park. The final quote for the PS-022 model is **\$157,890.00**. Site general contractor, United Construction, will be performing demolition of the current bathroom structure, concrete walkways, and laying a new base pad layer for a cost not to exceed \$19,500. District parks maintenance staff will be installing new walkways for \$12,610. The total budget for the restroom and adjoining walkways will be **\$190,000**.

FISCAL IMPACT

The fiscal impact is a grand total of **\$503,642.68**. Of this, \$443,539 will be a reimbursement from the Prop 68 Per Capita Grant once the entire Phase I Renovation project is completed. This amount will be expensed from the current Capital Fund account #8464 in order to make the timely purchases of the playground with GameTime/Great Western Recreation and the restroom building with the Public Restroom Company. Both GameTime and the Public Restroom Company participate in cooperative purchasing programs OMNIA Partners and Sourcewell where the public bidding process is followed.

The remaining **\$60,103.88** will be allocated from the 15% (\$189,285.00) Contingency Fund approved by the Board for Phase I Construction of Arneill Ranch Park on July 7, 2021.

RECOMMENDATION

Staff is recommending the Board of Directors authorize and approve the General Manager to enter into agreements with:

1. Great Western Recreation for the purchase and installation of a new playground at Arneill Ranch Park in the amount of Three hundred and thirteen thousand six hundred and forty-two dollars and sixty-eight cents (\$313,642.68) and;
2. the Public Restroom Company for the purchase and installation of a new modular restroom facility in the amount of one hundred fifty-seven thousand eight hundred and ninety dollars (\$157,890.00).

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goals:

3.3: Finalize and complete the construction of Phase 1 of the Arneill Ranch Park Master Plan; *Strategy B*: Continue to explore grant opportunities and/or community partnerships to build phases of Arneill Ranch Park.

4.4: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.

ATTACHMENTS

- 1) Great Western Recreation/GameTime Proposal #104700-05 – (15 pages)
- 2) Public Restroom Company – PS-022 Specifications (5 pages)
- 3) Public Restroom Company – PS-022 Price Proposal (9 pages)
- 4) Public Restroom Company – PS-022 Rendering (2 pages)

Proposal for



Pleasant Valley Recreation & Park District

Prepared by



11-12-2021

Job # 104700-05

Arneill Ranch Park Playground Equipment Option 4A Grant 2021 CWO



435-245-5055 | www.gwpark.com

**Arneill Ranch Park Inclusive Playground-Project 104700-05-Opt 4A
Camarillo, CA**



**Arneill Ranch Park Inclusive Playground-Project 104700-05-Opt 4A
Camarillo, CA**



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Camarillo, CA**



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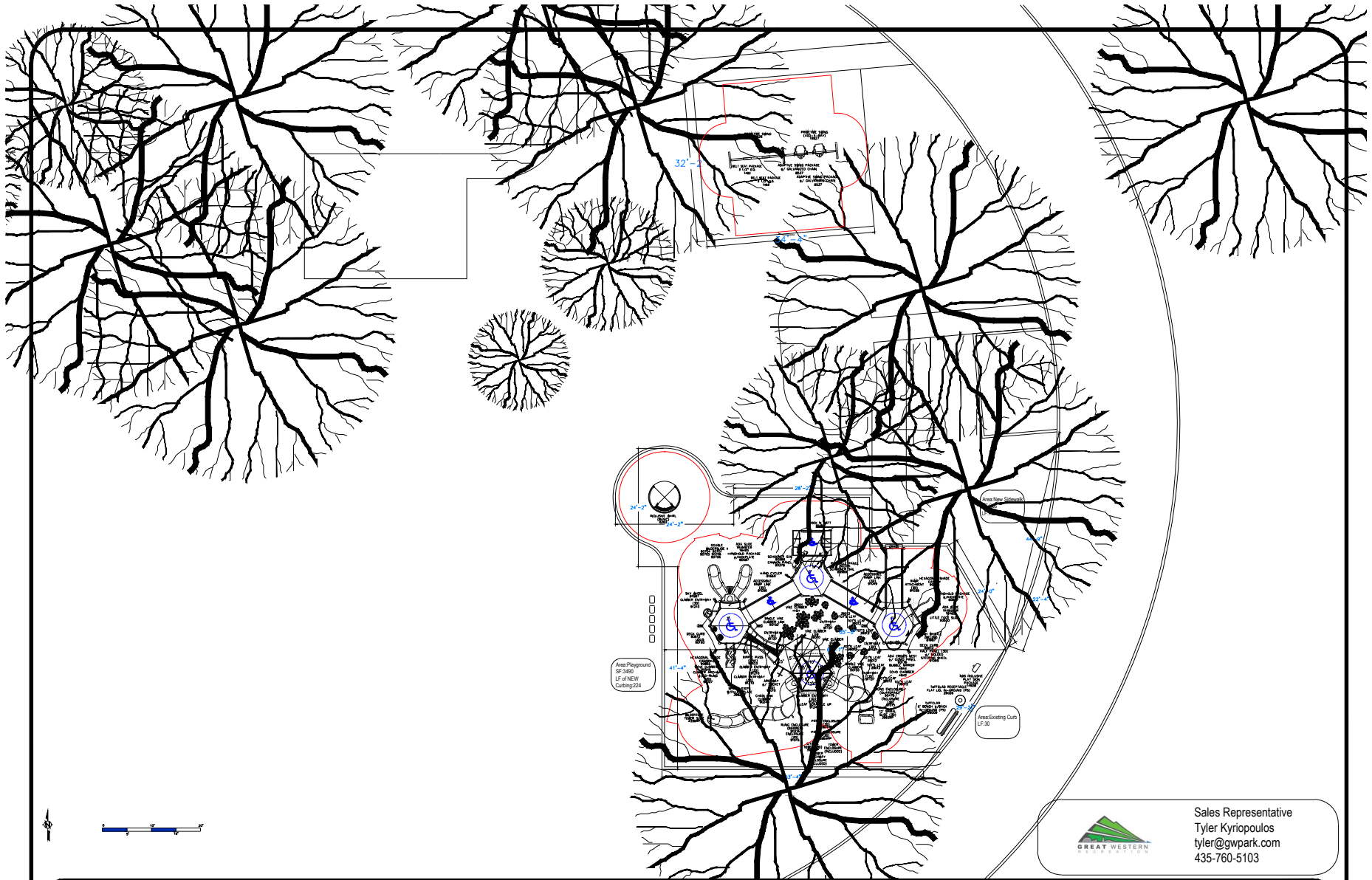


**Arneill Ranch Park Inclusive Playground-Project 104700-05-Opt 4A
Camarillo, CA**



**Arneill Ranch Park Inclusive Playground-Project 104700-05-Opt 4A
Camarillo, CA**





Sales Representative
 Tyler Kyriopoulos
 tyler@gwpark.com
 435-760-5103



Arneill Ranch Park
 Pleasant Valley Recreation & Park District
 Camarillo, CA
 Representatives
 Great Western Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the option of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	19	Required	0
Total Elevated Play Components Accessible by Ramp	13	Required	0
Total Elevated Components Accessible by Transfer	0	Required	0
Total Accessible Ground Level Components Shown	14	Required	3
Total Different Types Of Ground Level Components	5	Required	3

This play equipment is recommended for children ages 5-12

Minimum Area Required
 Scale:
 This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
 SO
 Date:
 11/12/21
 Drawing Name:
 104700-01-OPT 4A

CUSTOM COLOR SELECTIONS

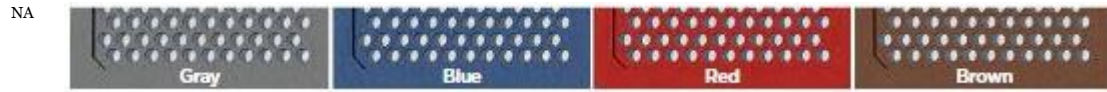
Approved by: _____

Project:
Surfacing:

CUSTOM COLORS:

ITEM	COLOR	ITEM	COLOR	ITEM	COLOR
NA BASIC	White, Champagne, Metallic, Starlight, Black, Bronze, Beige, Brown, Dark Green, Green, Light Green, Spring Green, Blue, Sky Blue, Periwinkle, Royal Purple, Burgundy, Red, Orange, Butterscotch, Yellow	NA ACCENT/ARCH	White, Champagne, Metallic, Starlight, Black, Bronze, Beige, Brown, Dark Green, Green, Light Green, Spring Green, Blue, Sky Blue, Periwinkle, Royal Purple, Burgundy, Red, Orange, Butterscotch, Yellow	NA METAL ROOF	White, Champagne, Metallic, Starlight, Black, Bronze, Beige, Brown, Dark Green, Green, Light Green, Spring Green, Blue, Sky Blue, Periwinkle, Royal Purple, Burgundy, Red, Orange, Butterscotch, Yellow
NA ROTO	Champagne, Beige, Green, Light Green, Spring Green, Dark Blue, Blue, Sky Blue, Periwinkle, Royal Purple, Red, Orange, Yellow	NA TUBE	Champagne, Beige, Green, Light Green, Spring Green, Dark Blue, Blue, Sky Blue, Periwinkle, Royal Purple, Red, Orange, Yellow	NA PLASTIC ROOF	Champagne, Beige, Green, Light Green, Spring Green, Dark Blue, Blue, Sky Blue, Periwinkle, Royal Purple, Red, Orange, Yellow
NA HDPE	Dolphin Gray, Black, Beige, Brown, Green, Spring Green, Blue, Sky Blue, Purple, Burgundy, Red, Orange, Yellow	2 COLOR HDPE	White/Black, Dolphin Gray/Black, Black/White, Beige/Green, Brown/Beige, Green/Beige, Green/White, Spring Green/White, Blue/Beige, Sky Blue/White, Red/White, Yellow/Black	NA SHADE	Khaki, Graphite, Cloud, Sand, Evergreen, Azure, Aquamarine, Tree Frog, Deep Sea, Sky, Lilac, Mesa, Dandelion

DECKS



RECYCLED LUMBER



ROCK



HANDGRIP



NA

VISTARCOPE



PRIMARY
NATURAL



GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

11/12/2021
 Quote #104700-05-01

Arneill Ranch Park Playground Equipment Option 4A Grant 2021

Pleasant Valley Recreation & Park District
 Attn: Nick Marienthal
 1605 E Burnley Street
 Camarillo, CA 93010
 Phone: 805-482-5396
 nmarienthal@pvrpd.org

Ship to Zip 93010

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom 5 to 12 Structure - Reference drawing #104700-01-opt 4	\$186,773.00	\$186,773.00
1	6262	GameTime - Inclusive Whirl - Basic	\$10,763.00	\$10,763.00
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	RDU	GameTime - Swings	\$3,383.00	\$3,383.00
1	28009	GT-Site - 6' P/S Bench W/Back Inground	\$703.00	\$703.00
1	28026	GT-Site - Receptacle W/Flat Top Inground	\$814.00	\$814.00
4594	PIP	GT-Impax - Poured in Place Surfacing, Delivered and Installed- **List Price \$118,211.46, discounted per Omnia Contract 4,594 sf, 8' CFH Includes 50/50 standard epdm and black - tbd Aromatic Binder, Prevailing Wages Based on good job access, no design	\$21.10	\$96,933.40
1	SS	GT-Impax - Site Security- Prevailing Wages	\$1,955.00	\$1,955.00
1	INSTALL	Install - Mobilization to Camarillo Arneill Ranch Park- Prevailing wage	\$2,595.00	\$2,595.00
1	INSTALL	Install - Installation of new play equipment Drawing #104700-01-Opt 4A- Prevailing wage	\$32,775.00	\$32,775.00
224	INSTALL	Install - Installation of new concrete curb 6"W x 8"D 224LF- Prevailing wage	\$45.00	\$10,080.00
1	INSTALL	Install - Installation of new 2-bay swing- Prevailing wage	\$3,240.00	\$3,240.00
300	INSTALL	Install - Installation of 300 SF of new concrete sidewalk leading to ADA ramp- Prevailing Wages	\$25.00	\$7,500.00
Contract: OMNIA			Sub Total	\$357,514.40
			Grant	(\$93,970.61)
			Material Surcharge	\$28,377.76
			Freight	\$11,800.00
			Tax	\$9,921.13
			Total	\$313,642.68



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/12/2021
Quote #104700-05-01

Arneill Ranch Park Playground Equipment Option 4A Grant 2021

Comments

Your sales rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

****Material Surcharge reflects raw material price increase****

*****Not all equipment is eligible for Grant Pricing.**

*****Orders MUST be shipped by December 31, 2021 to qualify for Grant Pricing.**

*****Grant Cash with Order Pricing--order MUST be paid in full at time of order.**

Shipping to Site Address:
1301 Sweetwater Ave
Camarillo, CA 93010

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Prevailing Wages

GameTime Omnia Contract #201700134

Omnia #1132289

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships. Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above. Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount-(CWO)-Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount. Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require: Completed Project Information Sheet (if applicable) Copies of Payment and Performance Bonds (if applicable) A 1.5% per month finance charge will be imposed on all past due invoices. Retainage not accepted. Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/12/2021
Quote #104700-05-01

Arneill Ranch Park Playground Equipment Option 4A Grant 2021

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$313,642.68**

SALES TAX EXEMPTION CERTIFICATE #: _____ FEIN# _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

 Salesperson's Signature Customer Signature

DIR Project # (California only) _____





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/12/2021
Quote #104700-05-01

Arneill Ranch Park Playground Equipment Option 4A Grant 2021

Customer Order Info:

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

AFTER YOU PLACE YOUR ORDER

What to expect in the schedule of events that take place after your order.



THE TIMELINE

Once your order is received, it is sent to the company headquarters in Fort Payne, Alabama.

You will receive a confirmation letter, confirming your order and the projected delivery date. If you have included installation in your order, an installer will also contact you before the order ships to confirm the details regarding

- site preparation requirements
- surfacing type and depth
- underground utility locations
- coordination with other trades
- accessibility to the site for delivery/installation.

Your order will ship via common carrier 24-45 days after its acceptance into the GameTime system. Depending on how far from Fort Payne, Alabama you are located, the order should arrive in 3-10 days after shipment.

Your freight carrier will contact you 24 hours in advance of the delivery. You will need 2-4 people to help you unload. Heavier items like the MegaRock® might require additional helpers.

Your equipment will arrive in large consolidated boxes. You may want to break them open on the truck and unload piece by piece for easier handling. Be sure to locate the box labeled “Installation Instructions Inside” and set it aside.

You will also want to make sure you have a secure location to store all your equipment until the installation day. Your driver will give you a bill of lading, documenting the number of boxes, as well as a listing of component number of the parts that you should have received. Before signing the receipt, you’ll want to inventory the shipment and note any missing items on the bill of lading before the driver leaves.



SPECIFICATIONS

Project #: 11145
 Project Name: Arneill Ranch Park
 Site Address: 1301 Sweetwater Avenue
 City, State, Zip: Camarillo, CA 93010

Date: 11/9/2021
 Bldg Size: See Drawings
 Type of Bldg: PS-022
 Restroom

TYPE OF BUILDING

Construction Type

MVR WOOD	Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]
-----------------	-----------------------------------------------------------------------------------------

FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Light Broom Finish Concrete Pad
Entire Building	Gray Epoxy with Skid Resistant Additive (Spartacote XPL)

WALL SYSTEM

BUILDING WALLS HEIGHT	
Building Walls Height	7'4"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Split Face Exterior 4" CMU	Split Face Gray	All

CAP BEAM	
Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Paint over block filler	To Cap Beam
FRC Siding -Above- Cap Beam	FRC Stucco Pattern-James Hardie - Painted	Above Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restroom	Block Filler & Epoxy Paint	To 1st Block Course
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 12" Striations W/Ice & Water
Entire Building	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB
Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)
Vents SS Wire Mesh	Stainless Steel Wire Mesh

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge
Deadbolt	SCHLAGE B600 series temporary large format core (std)

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Door Sweeps	Pemko Door Sweep 321SSN36"	Chase
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	Chase
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Louwer (Mechanical)	Louwer Sunvent Industries Model #157 (Chase Standard)	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations Horizontal #5410339	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Bobrick B-670-PRC/Franklin Brass 5501-Blazer(Std on Partition Doors, single User RR, Showers,etc)
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Sensor - Toilet Flush Valve	Zurn Flush Valve 1.28 Ga Zurn # ZEMS6152AV-HET-7L-1.28
Sensor Faucets	Zurn Sensor Faucet # Z6913-XL-CWB Aquasense
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION
Water Heater	Stiebel DHC-E8 1-2 lavatories
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12
Valve Combo (Back Flow)	With Anti-Siphon, Spill Resistant Back Flow Preventer
Water Line Material	Copper (Std)
Bladder Tank	ProFlo PFXT5, (PRC)/ Amtrol 2 gal (Blazer) - no elect required
Hose Bibb- Interior	Acorn #8121-LF - in the Chase
Hose Reel & Hose	Strongway Hose Reel, #46434 w/Strongway 5/8"x75' Garden Hose, Model #42142

ELECTRICAL

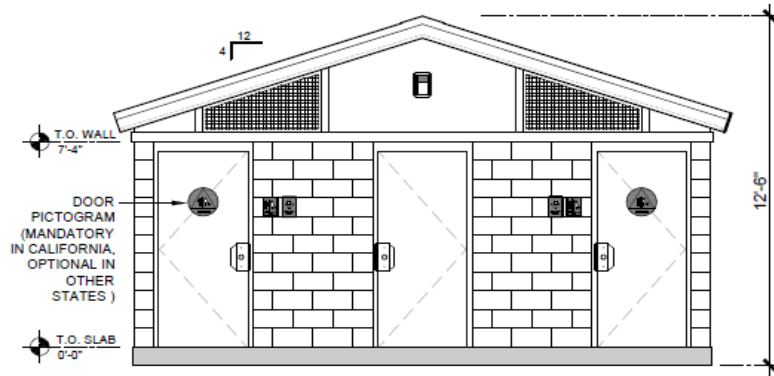
ITEM	DESCRIPTION	
Electrical Panel	100 amp Single Phase - 120/240 v	20 Circuits
Breakers	Plug on (QOD)	

LIGHTING

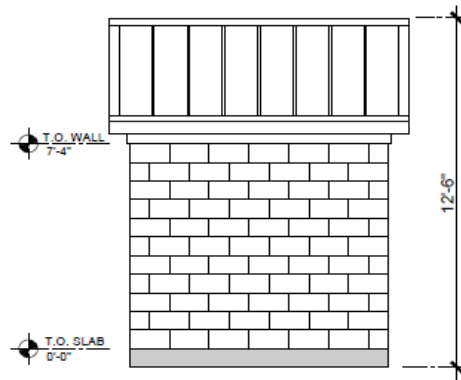
ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior- Interior Lights	Light Fixture Integrated Occupancy Sensor W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior- Exterior Light	Photo Cell Intermatic Photo Control #EK4336S W) Luminaire, Swoop Series YWP-610-OP-BRZ	15 Watts
Chase Lights	C) Green AL-42L (large Chase)Waterproof	36 Watts

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS

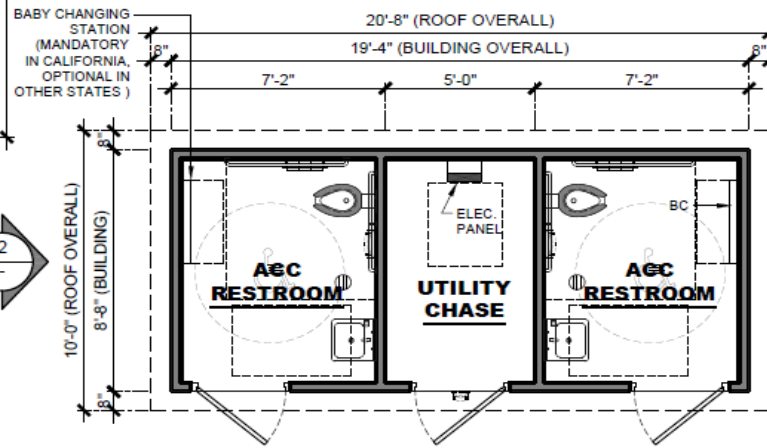
ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Switches Single Pole	Single Pole (Adjacent to Panel)	
Switches By Pass	By Pass (To By Pass OCC Sensors)	Chase
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"

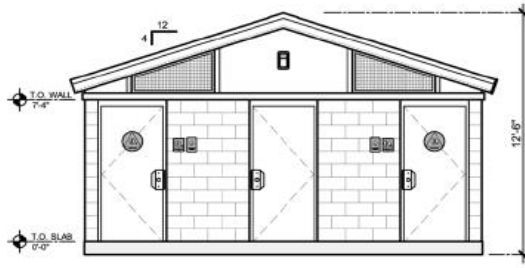


FLOOR PLAN
SCALE: 3/16"=1'-0"
W/ STAINLESS STEEL FIXTURE



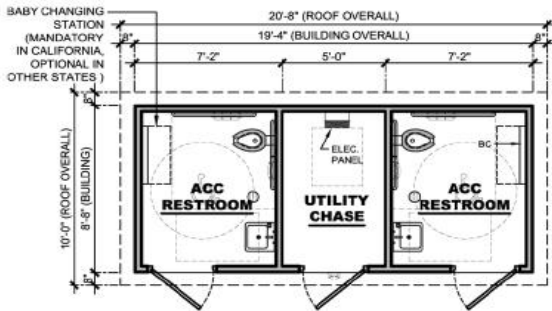
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BUILDING TYPE:	RESTROOM BUILDING	REVISION #	REVISION DATE:	SHEET#
PROJECT:	PS-022 CITY, STATE	-	DRAWN BY: -	
		PROJECT #:	START DATE:	MAX. PERSON / HOUR:
		-	DRAWN BY: -	90 S



ELEVATION

SCALE: 1/8"=1'0"



FLOOR PLAN

SCALE: 1/8"=1'0"

NOTE: STAINLESS FIXTURES



PERSPECTIVE

(FINISHES SUBJECT TO CHANGE)

RESTROOM BUILDING
PS-022
 PLAYGROUND SERIES



www.PublicRestroomCompany.com
 2587 BUSINESS PARKWAY
 MINDEN NEVADA 89423
 P: 866-966-2000 F: 866-988-1448

BUYBOARD 2019

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE. COPYRIGHT 2017, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

Price Proposal: Arneill Ranch Park
Owner: Pleasant Valley RPD, CA
Date: 11.9.21
Reference: 11145

Our Offer to Sell:

1. Restroom Building delivered to site \$ 137,872

Public Restroom Company herein bids to *furnish (building only per plans and specifications, with all costs except delivery and installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Turnkey Installation of the Building above \$ 20,018

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

**** Please note: If there is a Community Workforce Agreement or other labor regulation in place that requires local labor for installation, Public Restroom Company will not offer this installation package. Building will be delivered to the site and offset with a crane only, and a separate price will be issued for supervisor to be on site. Owner or General Contractor will be responsible for installation, please see "Optional Building Installation Steps – By Others" on page 8. ****

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. Owner/general contractor will excavate the utility trenches for placement of underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place coarse sand pad and screed it level for final building placement. Set the building on the site pad.
- b. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
- c. The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and delivery \$ 157,890

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so owner/general contractor can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Delivery Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their delivery and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. Owner/general contractor provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. Owner/general contractor provides and connects the interior building utility connections and the Owner/General Contractor, or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers

with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation Supervision:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**

depending on local rates. PRC will provide written costs for this additional work by change order.

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

Optional Building Installation Steps – By Others:

If a Community Workforce Agreement or other labor regulation requires the use of local labor for site work, our trained installation staff will not be able to complete the installation work on site. In these cases, Public Restroom Company shall provide one staff member for supervision of installation work being performed by others for warranty to be valid. Below is a general guide for the installation and may not constitute a full installation process depending on the unique features of the site, building, and utilities needed.

- **Underground Utility Prep:**

1. Owner/General Contractor to stringline outside of building slab and mark the utility drop locations per the plumbing drop plan provided during submittal drawings.
2. Owner/General Contractor to trench for the utility lines to meet the drop locations.
3. Owner/General Contractor fab up the sewer, electrical conduit & the water supply line
4. Trench for all our utility's, install all our utilities into the trenches,
5. Shade all pipes with sand, slope the sewer for drainage @2%.
6. Fill the sewer with water for inspection test (10' stack).
7. Pass inspection,
8. Backfill with course mason sand all around the plumbing risers.
9. Lasor level 2x4's 8" below the finish floor elevation, dump course mason sand and screed sand flush with the 24's.

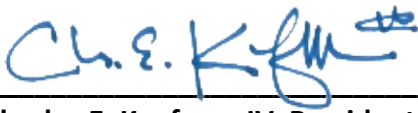
- **Building offload and set:**

1. Remove plastic shrink-wrap.
2. Remove steel tie-down plates from building slab, install provided picking plates.
3. Remove the electrical conduit from the main panel, clear all block out grates.
4. Hook up the rigging, install protection from rigging at the fascia.
5. Pick the building slowly, lift the building up 1 inch off the trailer to make sure nothing is going to break lose, check the level of the building, adjust with shackles.
6. Set on the subgrade at pre-marked location.
7. Repeat for any additional mods.

- **Final install steps**

1. Make sure the buildings are level and everything is aligned properly (block joints, cap beams, concrete slab, plumbing, Fascia, ridge, etc.
2. Dry in the roof including caulk joints at the fascia.
3. Connect all interior plumbing and clean outs outside before the POC.
4. Connect the 2" electrical conduit to the main panel in the chase, install 10' ground and connect it to the Ufer Ground that is located under the panel.
5. Touch up paint wherever it is needed.
6. Sweep out all the rooms, wipes all fixtures, doors, etc.
7. Install backer rod the mod lines at the block interior & exterior and the slab.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by 
Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

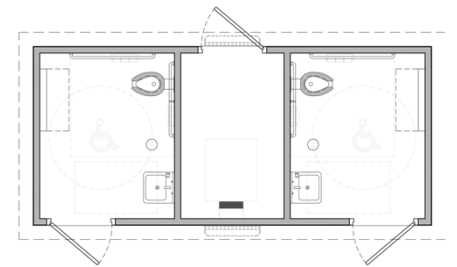
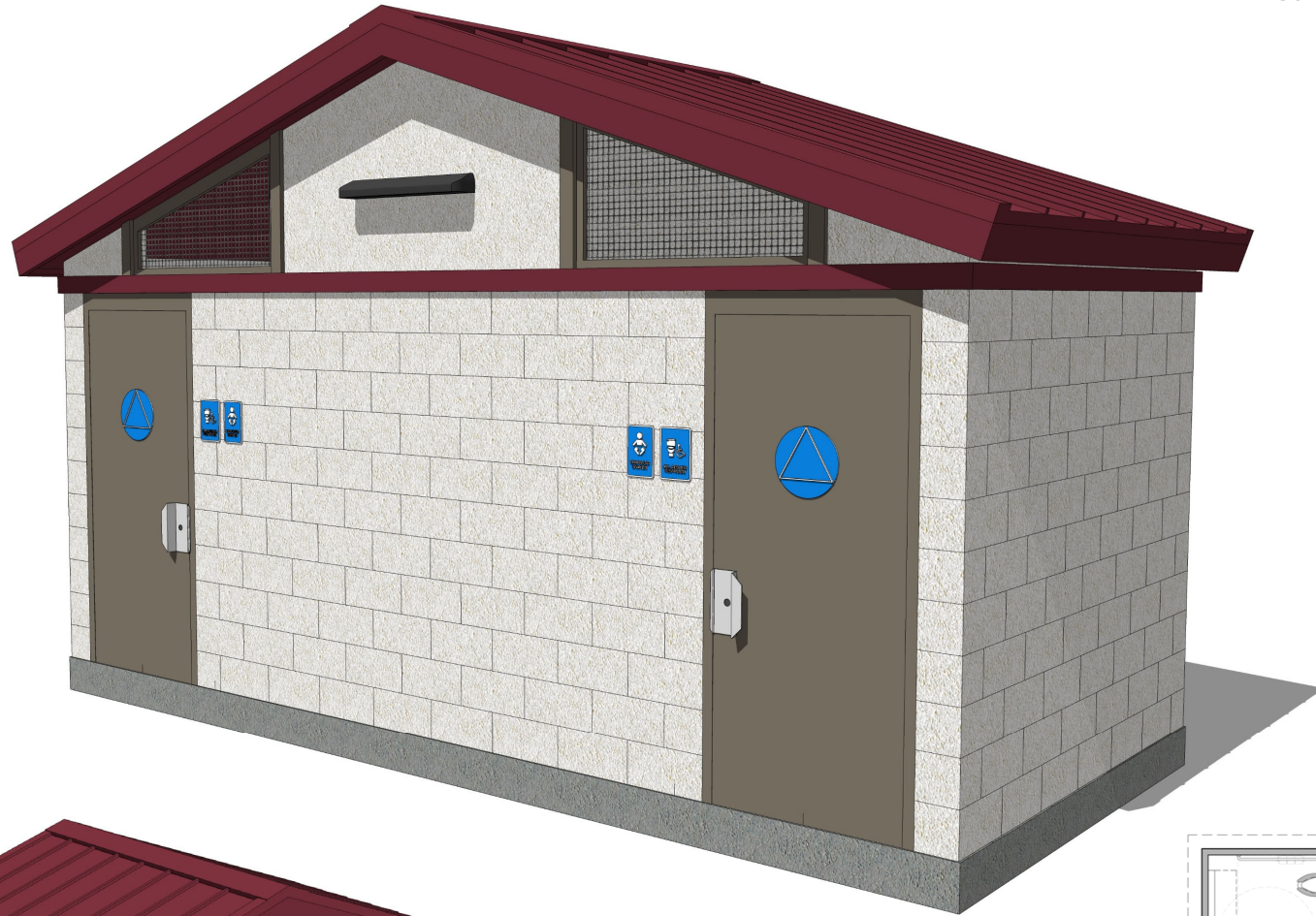
Accepted by:

Authorized Signature

Date

Printed Name

Legal Entity Name and Address



FLOOR PLAN
SCALE: NOT TO SCALE

RESTROOM BUILDING
PLEASANT VALLEY RPD, CALIFORNIA
ARNEIL RANCH PARK

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

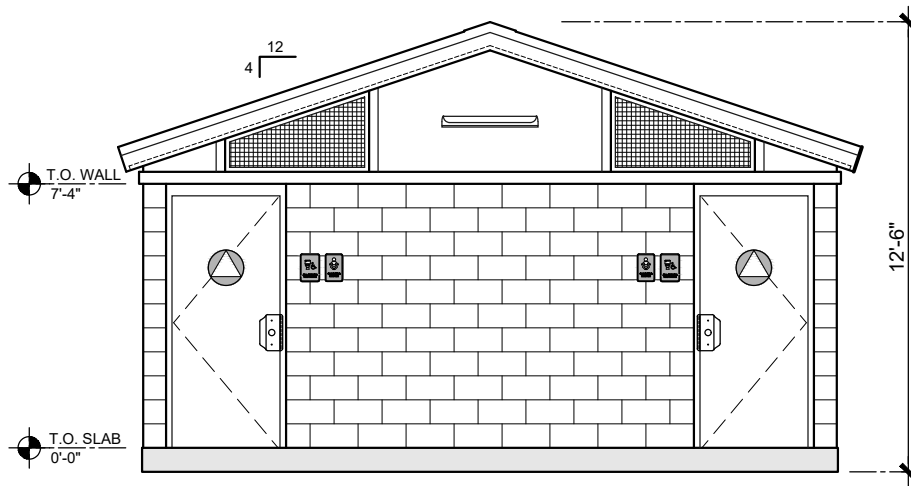
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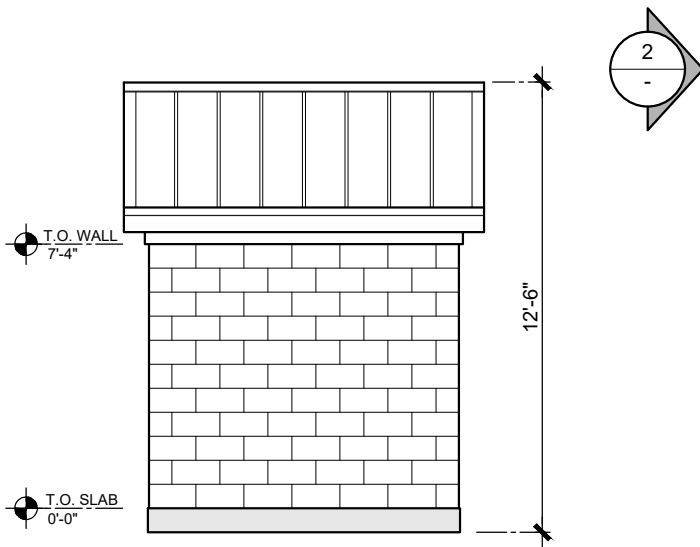
www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89413
P: 888-888-2062 F: 702-344-1348

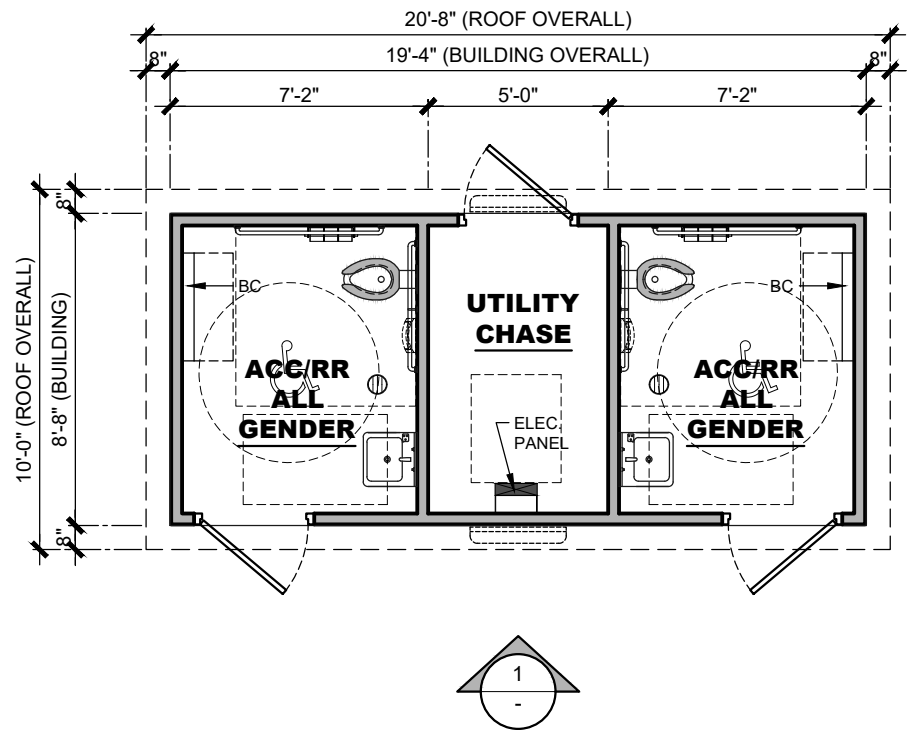
255345



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



FLOOR PLAN
SCALE: 3/16"=1'-0"



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BUILDING TYPE:	RESTROOM BUILDING	REVISION #	-	REVISION DATE:	-	SHEET#	
PROJECT:	ARNEIL RANCH PARK PLEASANT VALLEY RPD, CA	PROJECT #:	11145	START DATE:	11/10/2021	MAX. PERSON / HOUR:	90 S
				DRAWN BY:	EOR		256/345

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

TO: BOARD OF DIRECTORS

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

DATE: December 2, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF A
PROFESSIONAL SERVICES AGREEMENT WITH
LAUTERBACH & ASSOCIATES ARCHITECTS INC.
FOR THE DESIGN AND CONSTRUCTION PLANS FOR
THE FREEDOM PARK PICKLEBALL COMPLEX**

SUMMARY

The Pleasant Valley Recreation and Park District Board of Directors approved and authorized the General Manager to issue a Request for Proposals (“RFP”) from experienced architectural firms to prepare the design concepts and construction documents for Freedom Park Pickleball Complex.

BACKGROUND

Pleasant Valley Recreation and Park District has owned the land that Freedom Park Outdoor Pool occupies since November 17, 1976, however the Freedom Pool was built in 1949. The District operated the Freedom Park Pool until its permanent closure in 2003 which was due to increased state and local requirements to operate the pool. The District only operated the pool for approximately three months during the summer at a cost of \$95,000 annually.

Over the past several years the District has continued to see an increase in pickleball players within the community. Both the Board and staff have been approached on several occasions to find space to accommodate this growing sport. To better assess the number of pickleball players in the community and to also respond to their requests for additional courts, staff has been addressing the needs of pickleball over the past several years and has incrementally made changes.

The District Board assigned an Ad Hoc committee to continue to address the needs of pickleball while also considering the needs of tennis, surrounding park site neighbors, and the community at large. Staff has held two (2) committee meetings, one on November 2, 2020 and the other on February 24, 2021.

At the April 7, 2021, District Board meeting, staff presented multiple short-term, mid-term, and long-term solutions to accommodate the continued growth of pickleball within the District. The Board of Directors authorized the General Manager to convert one (1) tennis court at Pitts Ranch Park and one (1) tennis court at Springville Park into dual/multi-use courts. There was further discussion related to long-term solutions which involved the conversion of the Freedom Park pool into a pickleball complex. As part of the FY 2021/2022 budgeting process, the Board approved a budget allocation of \$1.4M in Quimby fees for the Freedom Park pool pickleball conversion project. This project will include but not be limited to the Freedom pool demolition, design and master plan for the pool and this portion of the land swap area.

ANALYSIS

All proposals were due on October 28, 2021 at 10:00 a.m. The District received two (2) proposals.

Consultant	Proposed Budget
Lauterbach & Associates	\$108,850
Coastal Architects	\$128,875

The two proposals were received and evaluated by staff utilizing the following criteria:

1. Understanding of scope of work; recommended methodology and process to include public engagement
2. Project components, timeline, and deliverables
3. Demonstrated expertise in performing similar work
4. Qualifications and experience of key staff
5. References and past project samples
6. Proposed project cost

The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget. While cost is important, other factors are also significant and the District is not required to select the lowest cost proposal. This comparison resulted in staff recommending Lauterbach & Associates. The proposal by Lauterbach & Associates is included as Attachment 1. Their proposal successfully satisfied all the criteria set out in the RFP. Furthermore, included in the price with their proposal was a minimum of three community meetings. With information from the Community meetings, the District will be able to better plan for the renovation as this project continues to move forward and as the District Board reviews the draft plans.

The District has past experience with the highest scoring proposer, Lauterbach & Associates, as they completed the Community Center Restrooms plans, the Community Center Kitchen Design and have provided Conceptual Designs for the Nature Center.

As this project continues and prior to the architect providing a final bid product, the District will need to hire an agency to perform a soils test. The soils test is an important part of the design and construction as it will assess the suitability of the soil for the project and provide vital data for the architect. This will be an additional cost to the District which could range between \$5,000-\$20,000 which is dependent upon County requirements for this particular project. The District would need to contract directly with the specific vendor.

DELIVERABLES:

- A. Conceptual/Schematic Design – to include community input
- B. Design Development/Permitting Process with City and County
 - a. Revise drawings, documents per initial plans
- C. Construction Documentation/District review of required changes per permitting
- D. Bidding Assistance
 - a. Assist and determine qualified contractors
 - b. Meet with successful contractor to review plans, schedule, and scope
 - c. Coordinate with contractor and District on matter of construction contract, schedule, bonds, and permits
- E. Contract Administration
 - a. Advise and consult with District during Construction Phase
 - b. Review and analyze proposed change orders by contractor for accuracy and quality

- c. Assist, as part of the project team
- d. Provide structural observations as required by the City for safety issues

The estimated timeframe on this portion of the project is estimated to be complete by September 2022. These estimates are based on the duration of the design phase as well as current public agencies (City and County) review times.

FISCAL IMPACT

The District allocated \$1,400,000 from Quimby funds for this project; these funds were designated in the FY 2021-2022 budget. The cost for the plans would be a total of \$108,850 plus 15% contingency of \$16,327 for a total cost not to exceed \$125,178.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to enter into a professional services agreement between the District and Lauterbach & Associates Architects, Inc. for the design and construction plans for the Freedom Park Pickleball Complex not to exceed \$125,178.

ATTACHMENTS

- 1) Lauterbach & Associates Proposal (17 pages)
- 2) Abstract of Bids (1 page)
- 3) Site Measurements (2 pages)
- 4) Draft Professional Agreement (19 pages)



LAUTERBACH & ASSOCIATES
ARCHITECTS INC

Professional Architectural and Engineering Services for Pickleball Complex Center



*RFP Issued
October 28, 2021*

300 Montgomery Ave, Suite C
Oxnard, California 93036
805-988-0912
www.la-arch.com



October 28, 2021

Bob Cerasuolo, Park Services Manager
Pleasant Valley Recreation and Park District
1605 E Burnley Street
Camarillo, CA 93010

*Re: Pleasant Valley Recreation & Park District
Request for Proposal – Architectural/Engineering Services,
Demolition of Existing Freedom Pool Site, Design a Pickleball Complex Center*

Project No.: 20-210404

Dear Mr. Cerasuolo,

We are pleased to present this Statement of Proposal to you.

Lauterbach & Associates, Architects has operated and provided architectural services in Camarillo and Ventura County for over forty-seven years. As a full-service architectural firm, our driving force is to provide the services that meet our client's needs, on time and within our client's budget. Our team of architects and support staff have years of experience and broad knowledge in all phases of architectural services and working on a collaborative basis with the County of Ventura. Over the years we have completed several projects on Camarillo Airport property. Throughout design processes we review existing site conditions, analyze proposed designs to meet code requirements, and discuss with the authority having jurisdiction for a smooth permitting process. We have extensive experience in demolition and regulatory processing and work with local general contractors and construction managers for project construction cost estimation, keeping the scope of work and budget on track.

Our goal is always excellence in design, production, and facilitation. Accordingly, Lauterbach & Associates, Architects and our team appreciates the opportunity to present the enclosed proposal which outlines some of our experience. We understand and are excited by the challenges presented by this project. We look forward to hearing from you and playing on the pickleball courts.

Thank you for this opportunity.

Respectfully submitted,
LAUTERBACH & ASSOCIATES, ARCHITECTS

David C. Kesterson, AIA, NCARB
Managing Architect / Principal
License No.: C-21175

Mark S. Pettit, AIA, NCARB
Managing Architect
License No.: C-17935



PROPOSAL FOR, Demolition of Existing Freedom Pool Site, Design a Pickleball Complex Center

LAUTERBACH & ASSOCIATES, ARCHITECTS, INC

Lauterbach & Associates, Architects, Inc. is a full-service architectural firm located in Ventura County, operating from the same offices in Oxnard, California for over 47 years. The company's continuing goal is to provide the services that meet the client's needs. The objective is successful projects brought in on time and within the client's budget. Architects, in partnership with their clients, construct the world in which we live. At Lauterbach & Associates it is our intent to serve our clients and the community with integrity and excellence, respect for the environment and with future generations in mind.

RFP INFORMATION

Project Name: Demolition of Existing Freedom Pool Site and Design a Pickleball Complex Center

Project Location: 535 Houck Street, Camarillo, CA, 93010

Project Client: Pleasant Valley Recreation and Park District

Contact: Bob Cerasuolo, Park Services Manager, 805-482-5396, bobc@pvrpd.org

RFP Submit to: 1605 E Burnley Street, Camarillo, CA, 93010

RFP Deadline: Thursday, October 28, 2021, at 10:00 a.m.

BREAKDOWN OF THE PROJECT

1. Demolition of existing freedom pool site
2. Design a pickleball complex center
 - a. Site plan including fences, gates, landscape, parking lot, and relocation of utilities
 - b. PVRPD Property Swap areas are included in the site plan
 - c. Design for maximum allowable courts with gathering areas
 - d. Design for new restroom, storage, and office area.
 - e. Lighting plan for property and pickleball courts
 - f. Incorporate ADA standards and parking lot expansion.
 - g. Review potential expansion opportunities.

HISTORY OF SIMILAR PROJECTS

1. Pleasant Valley Recreation Park District(PVRPD) Kitchen Facility Camarillo, CA

Lauterbach & Associates, Architects were assigned to provide full architectural services and permitting to the Pleasant Valley Recreation and Park District(PVRPD) for remodel of existing kitchen facilities to be used for teaching/demonstrating kitchen. The project included construction upgrades to kitchen equipment and incorporating adjacent space into kitchen classroom.

Project Client: Pleasant Valley Recreation and Park District
Completion: Estimated in 2021
Project Size: 615 sq.ft.
Project Cost: Under Construction
Project No.: 20-200203

2. Pleasant Valley Recreation Park District(PVRPD) Restroom Renovation Camarillo, CA

Lauterbach & Associates, Architects were assigned to provide architectural and permitting services to the Pleasant Valley Recreation and Park District (PVRPD) for renovation of various existing auditorium restrooms at the Community Center.

Project Client: Pleasant Valley Recreation and Park District
Completion: 2018
Project Size: ~500 sq.ft.
Project Cost: Withheld by Owner
Project No.: 20-180802

3. City of Camarillo City Hall Interior and Exterior Improvement Camarillo, CA

Lauterbach & Associates, Architects were assigned to provide architectural and permitting services to the City of Camarillo for renovation of existing entry canopy repair and interior restroom improvements.

Project Client: City of Camarillo
Completion: 2016
Project Size: ~500 sq.ft.
Project Cost: Withheld by Client
Project No.: 20-201208



4. Pleasant Valley Historical Society Museum Renovation

Camarillo, CA

Lauterbach & Associates, Architects were selected to provide programming, design, construction documents and construction administration services and permitting for the remodel and expansion of an existing museum building. Upgrades include exterior elevation changes from Spanish to Craftsman design, accessibility, site and parking improvements, landscape and exterior display patio.

Project Client: Pleasant Valley Historical Society
Project Size: 3,000 sq.ft.
Project Cost: Under Plan Check Review Process
Project No.: 20-171004



5. Patricia Parc Apartments

Simi Valley, CA

Lauterbach & Associates, Architects were selected to provide full architectural services for this 65 unit, 3-story apartment building. The outdoor amenities include an amazing courtyard defined by resort style living with features such as a pool, abundant lounge deck with outdoor seating for poolside lounging, outdoor fireplace, communal outdoor kitchens with bar top seating, and a landscaped garden, controlled access secured parking, electric vehicle charging stations, and Uber/Lyft waiting area. Building amenities include a media center with coffee bar, parcel-pending package delivery service, stylishly appointed lounge, state of the art fitness center with yoga studio, a business center & co-working space, all focusing on outdoor amenities.

Project Client: Itule Group
Completion: 2019
Project Size: 2.35 Acres
Project Cost: Withheld by the owner
Project No.: 20-160408



6. CEDC Etting Road 42-units Affordable Housing

Ventura, CA

Lauterbach & Associates, Architects were selected to provide full architectural services for a new 58 unit, three-story affordable apartment project with significant exterior amenities. Amenities include an outside community dining area, outdoor reading lounge, BBQ area, children’s playground, bicycle storage lockers, tot lot and raised gardens. Monarch butterfly friendly plants will be placed throughout the site.

Project Client: Cabrillo Economic Development Corporation
Project Size: 1.98 Acre
Project Cost: Construction Documents to Start
Project No.: 20-201205

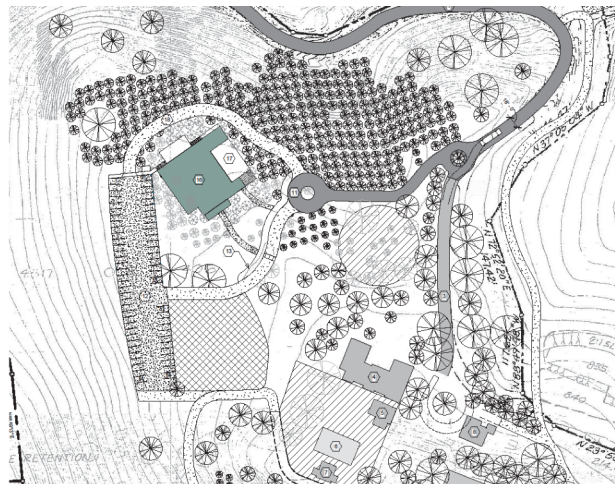


7. Rancho De La Cruz Site Improvement

Simi Valley, CA

Lauterbach & Associates, Architects were selected to design an exterior event center to include outside courtyards, entry feature, parking areas, and other guest areas including restrooms, covered seating areas, manager office and exterior concierge amenities.

Project Client: Rancho De La Cruz
Project Size: ~ 3 Acres
Project Cost: Withheld by Client
Project No.: 20-200304



Brodersen Associates Landscape Architects

- City of Agoura Hill Parks & Recreation project support for parks and recreation center
- Port Hueneme Beach Park Master plan for playground
- California Lutheran University Event lawn and Pavilion
- Bethany Christian School Soccer field and site master plan
- Los Robles Golf Course Event Center
- Tierra Rejada Golf Course Event Space
- Ruby Hill Country Club Outdoor wedding Venue
- The Oaks Club Outdoor Wedding Venue
- Ventura Unified School District Pierpont Elementary School
- Oak Park Unified School District Oak Hill Elementary School
- Girsh Park Goleta Donor elements and Event area with playground
- University of California Santa Barbara San Clemente Student Housing
- Montecito Union School Master plan
- Cate School faculty housing Carpinteria
- Crane Country Day School Montecito

JMPE Electrical Engineering

- Shafter Sports Complex
- Girsh Park Field
- Porterville College Jamison Stadium
- UCSB Recreation Center Field
- UCSB Uyesaka Baseball Stadium
- UCSB Tennis Court
- CSUB Baseball Stadium
- Bakersfield State Farm Sports
- Taft High School Field
- Bakersfield Sports Village Ph. 2 Field
- Various projects with extensive outdoor amenities including exterior game courts, parking and modular restroom/building construction
- Masterplan facilities with exterior expansion for future uses

RGSE Structural Engineering

- Westview Village landscape structures
- The Oaks Club Wedding Garden
- City of Thousand Oaks: Municipal Service Center Expansion and hazardous waste facility
- Display Hall Addition, Ronald Reagan Presidential Library
- City of Thousand Oaks Municipal Service Center Expansion and hazardous waste facility

REFERENCES

1. Pleasant Valley Historical Society
Project: Pleasant Valley Historical Society Museum Renovation
Contact: Bob Fierro
805-388-7623, rtfierro@gmail.com
720 Las Posas Road, Camarillo, California, 93010

2. Cabrillo Economic Development Corporation
Project: CEDC Etting Road Affordable Housing Apartments
Contact: Gustavo Almarosa
805-672-2564, galmarosa@cabrilloedc.org
702 Country Square Dr, Ventura, CA, 93003

3. City of Camarillo
Projects: City of Camarillo Interior and Exterior Improvements
Contact: Kevin Jorgensborg
805-388-5377, kjorgensborg@cityofcamarillo.org
601 Carmen Dr, Camarillo, California, 93010

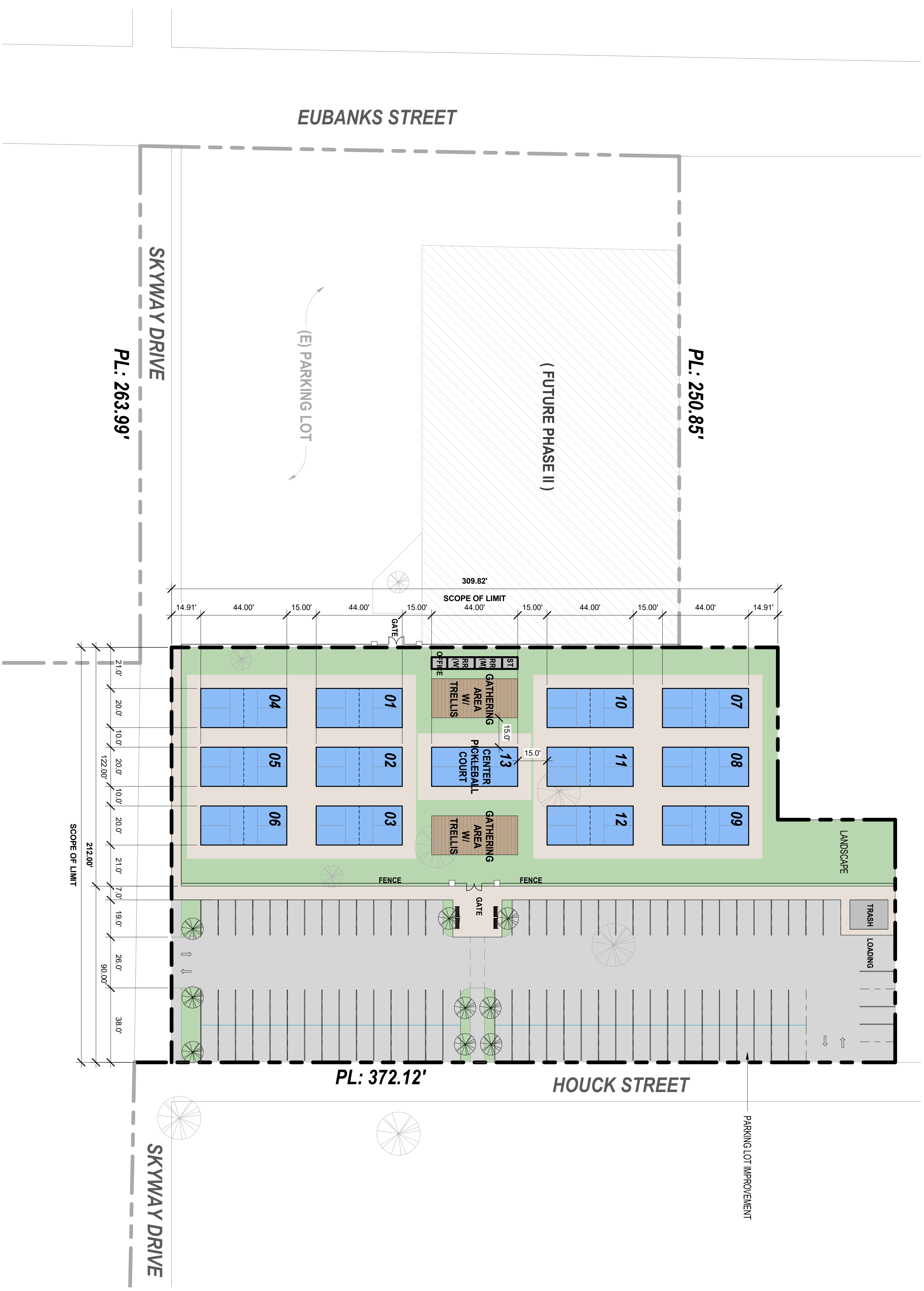
PROPOSED SCOPE WORK WITH FEE

Please see attached separate sealed envelope.

PROPOSED PROJECT SCHEDULE

A. Schematic Design Phase	December 1, 2021 – January 12, 2022 (6 weeks)
B. Discretionary Permit Processing Phase	January 10, 2022 – February 21, 2022 (6 weeks)
C. Construction Document Phase	February 14, 2022 – May 16, 2022 (13 weeks)
D. Construction Contract Procurement Phase	June 4, 2022
E. Limited Construction Contract Administration	October 3, 2022
F. Completion of Project	March 31, 2023

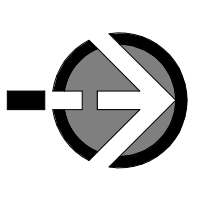
END



① SITE PLAN - PHASE I
1" = 30'-0"



SITE PLAN - PRELIMINARY CONCEPT



PICKLEBALL COMPLEX CENTER FOR
PLEASANT VALLEY REC & PARK DISTRICT
PROJECT ADDRESS: 555 HOUCK STREET, CAMARILLO, CA 93010

Print Date: 10/28/2023 8:41:45 AM
Proj. No.: 2021004A
A-1.00
268/345

PROJECT CLIENT:
PLEASANT VALLEY REC & PARK DISTRICT
CLIENT ADDRESS: 1605 BURNLEY ST CAMARILLO CA 93010



LAUTERBACH & ASSOCIATES
ARCHITECTS • INC.
David C. Kesterson, Architect • Ilona Scott, Architect • Mark S. Pettit, Architect
300 MONTGOMERY AVENUE, OXNARD, CALIFORNIA 93036 | 805-988-0912 | FAX 805-981-4510 | www.la-arch.com



October 28, 2021

Mary Otten / Bob Cerasuolo
Pleasant Valley Rec & Parks
1605 E. Burnley Street
Camarillo, CA 93010

*Re: Fee Proposal for Schematic Design & Concept, Discretionary Permit Processing, Construction Documents, Construction Contract Procurement, Limited Construction Contract Administration and Meetings & Communication phase services for the **Pickleball Complex Center** project located at 535 Houck Street in Camarillo, California, which is under the jurisdiction of the County of Ventura.*

Project No.: 20-210404

Dear Ms. Otten and Mr. Cerasuolo,

Lauterbach & Associates, Architects (L&A) has reviewed your proposed Project and based on the following Assumptions/Project Understanding, we present below our evaluation of the Scope of Work and Fees anticipated to complete the following described services. We are open to negotiation.

I. ASSUMPTIONS/PROJECT UNDERSTANDING:

- A. Proposed Project is the conversion of existing Freedom Park Aquatic Center into a Pickleball Complex Center.
- B. Demolition of existing Aquatic Center site.
- C. Design a Pickleball Complex Center to include:
 - 1. Site plan including fences, gates, landscape, parking lot and relocation of utilities.
 - 2. PVRPD Property Swap areas are included in the site plan.
 - 3. Design for maximum allowable courts with gathering areas.
 - 4. Design for new restroom, storage and office building.
 - 5. Lighting plan for property and pickleball courts.
 - 6. Incorporate ADA standards.

II. SCOPE OF WORK:

- A. Schematic Design & Concept (Phase B)
 - 1. Based on the client-approved Architectural Program, we will provide the following Schematic Drawings. Two (2) revisions included:
 - a) Coordinate with client and local groups to come up with a program for center.
 - b) Provide preliminary site plan and parking plan.
 - c) Provide Floor plan(s).

2. *Virtual or in-person meeting with client and concerned groups to present proposed design.
3. Based on client-approved Preliminary Drawings, we will provide the following Design Drawings, documents and/or exhibits:
 - a) Preliminary site plan.
 - b) Floor plan(s).
 - c) Exterior elevations.
 - d) Preliminary Landscaping Planting Plan and Details for overall landscape design concept.
 - e) 3-D images of center and buildings. (Up to three (3) renderings).
4. Coordinate with local contractors for costs on demolition and Pickleball Complex Center construction budgets.
5. Review with local agencies and groups as required. (Up to four (4) meetings).
6. *Virtual or in-person meeting with client to present proposed Design Drawings and Preliminary Project Description.

**Actions are included in Phase M – Meetings & Communication.*

B. Discretionary Permit Processing (Phase C)

1. Based on client-approved Design Drawings, we will provide the following Planning Drawings, documents and/or exhibits as required by the County of Ventura for Discretionary approvals as may be needed:
 - a) Site plan, floor plan and exterior elevations with additional agency requirements.
 - b) Photo board and site plan of existing site and surrounding area.
 - c) Applications and questionnaires, as required.
2. *Coordinate with civil engineer to provide grading, drainage, BMPs, storm water management plans as required for County of Ventura Public Works approval.
3. *Submit and process Planning Drawings, documents, exhibits and applications through the County of Ventura Planning and Public Works Departments.
4. Revise drawings, documents and exhibits per the County of Ventura Planning Department's first review comments, provided no new scope items are required and/or requested. Two (2) rounds of revisions included.
5. *Attend virtual or in-person meetings with client, the County of Ventura and public officials and interested groups as required.

**Actions are included in Phase M – Meetings & Communication.*

C. Construction Documents (Phase E)

1. Provide Construction Documents based on the Planning Drawings and at the level required by the County of Ventura Building & Safety Department for permit approval:
 - a) Architectural drawings and schedules, and sheet specifications. (Plans to include demolition plans for separate permit).
 - b) Electrical drawings and calculations.
 - c) Landscape planting, irrigation plans, and details.
 - d) Mechanical and plumbing drawings and calculations.
 - e) Structural engineering drawings and calculations. (Restroom buildings assumed to be modular, foundation design provided as needed).
2. Provide the following additional drawings, documents and/or exhibits as required by the County of Ventura Building & Safety Department for a building permit:

- a) Project Analysis.
- b) Mechanical Title 24 documentation.
- c) Parking Analysis.
- 3. Coordinate with civil engineer to provide grading, drainage, BMPs, storm water management plans as required, as required for building permit.
- 4. Submit and process plans through the County of Ventura Building & Safety Department for permit approval.
- 5. Revise drawings, documents and exhibits per County of Ventura plan check corrections, provided no new scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.
- 6. *Virtual or in-person meetings with clients and consultants during this phase.
**Actions are included in Phase M – Meetings & Communication.*

D. Construction Contract Procurement (Phase F)

- 1. Assist in determining and qualifying an appropriate number of qualified general contractors to bid the construction scope.
- 2. Assist in delivering Procurement Documents to prospective Contractors.
- 3. Answer Requests for Information (RFIs) from prospective contractors in a timely fashion.
- 4. Update the Construction Documents to reflect any modifications and/or substitutions made during this phase.
- 5. Review the construction contract to minimize risks and liabilities to you and adjust elements that will keep the construction time schedule on track.
- 6. *Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.
- 7. *Coordinate with the contractors on matter of the construction contract, construction schedule, bonds, format for payments, project start, and permit acquisition.
**Actions are included in Phase M – Meetings & Communication.*

E. Limited Construction Contract Administration (Phase G)

- 1. Attend periodic site visits to observe construction and help represent the owner in key meetings with the expanded team, now including the contractor, as directed by the owner. (Maximum two (2) visits per month).
- 2. Review contractor's Requests for Information (RFIs) submittals and shop drawings, and maintain an overview of the progress of construction with conformance to schedules and document requirements.
- 3. Assist, as part of the project team, in streamlining governmental approvals required during the construction phase.
- 4. Provide structural observation as required by the City for life/safety issues.
- 5. Coordinate appropriate interaction and facilitate communications between the design and engineering professionals and the construction professional.
- 6. *Assist, as part of the project team, with the proper close-out of the construction, including final "walk-through" completion documents, contractor's preparation of maintenance manuals, coordination with your move-in, record documents, and final payments.
**Actions are included in Phase M – Meetings & Communication.*

F. Meetings & Communication (Phase M)

1. For meetings and communication described in phases above.

Schematic Design & Concept	Phase B	6 to 8 hours**, estimated.
Discretionary Permit Processing	Phase C	6 to 8 hours**, estimated.
Construction Documents	Phase E	14 to 16 hours**, estimated.
Construction Contract Procurement	Phase F	6 to 8 hours**, estimated.
Limited Construction Contract Administration	Phase G	20 to 24 hours**, estimated.

****NOTE:** Hour totals quoted above include travel time, if any.

III. SCHEDULE OF DELIVERABLES:

A. Schematic Design & Concept (Phase B)

1. Schematic site plan and floor plans drawings to be provided to client within an estimated four (4) weeks from receipt of this signed contract and scheduling.
2. To-scale presentation drawings to be provided within an estimated two (2) weeks of an approved Schematic Design option by client.
3. Meetings to be held during this time are included, but may change schedule.

B. Discretionary Permit Processing (Phase C)

1. Drawings, documents and exhibits described in Phase C scope of work above to be submitted to the County of Ventura Planning Department within an estimated two (2) weeks of completion of Phase B.
2. Approximately two (2) weeks is assumed for County of Ventura Planning Department's first review.
3. Revised drawings, documents and exhibits per County of Ventura Planning Department's first review comments to be provided within an estimated two (2) weeks of receipt of an incompleteness letter, provided no new scope items are required and/or requested.

C. Construction Documents (Phase E)

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the County of Ventura Building & Safety Department within an estimated four (4) weeks from receipt of Planning Approval from the County of Ventura.
2. Approximately four to six (4-6) weeks is required for the County of Ventura first Plan Check process.
3. Revised drawings, documents and exhibits per County of Ventura plan check corrections to be provided within two (2) weeks of receipt of corrections, provided no new scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.

D. Construction Contract Procurement (Phase F)

1. Approximately four (4) weeks from receipt of Building Permit estimated to assist in bidding and selecting a contractor.

E. Limited Construction Contract Administration (Phase G)

1. Approximately four to six (4-6) months estimated to complete construction of the proposed project. Final schedule to be determined by client's contractor.

IV. FEE:

A. Our total fee for the Scope of Work outlined above is an estimated **\$*108,850**, phased as follows:

II.A	Schematic Design & Concept	Phase B	Pro-Bono	\$ 0	_____
					Initial
II.B	Discretionary Permit Processing	Phase C	Fixed Fee	\$ 11,575	_____
	• <i>Estimated Fee (Section IV) for Phase C includes the following consultant fees:</i>				Initial
	Landscape Architect	\$	5,175		
	Electrical Engineer/Prometerics	\$	1,500		
	Renderings (max 3)	\$	900		
II.C	Construction Documents	Phase E	Fixed Fee	\$ 69,275	_____
	• <i>Estimated Fee (Section IV) for Phase E includes the following consultant fees:</i>				Initial
	Electrical Engineer	\$	4,400		
	Landscape Architect	\$	12,075		
	Mechanical & Plumbing Engineer	\$	6,400		
	Structural Engineer	\$	6,900		
	Title 24	\$	500		
	Civil Engineer	\$	33,000		
II.D	Construction Contract Procurement	Phase F	Fixed Fee	\$ 4,000	_____
					Initial
II.E	Limited Construction Contract Administration	Phase G	Time & Materials	\$ 18,000	_____
			(For an estimated 6 months)		Initial
	• <i>Estimated Fee (Section IV) for Phase G includes the following consultant fees:</i>				
	Electrical Engineer	\$	1,500		
	Landscape Architect	\$	3,000		
	Mechanical & Plumbing Engineer	\$	1,500		
	Structural Engineer	\$	1,500		
	Civil Engineer	\$	6,200		
II.F	Meetings & Communication	Phase M	Time & Materials	\$ 6,000	_____
			(Estimated)		Initial

* NOTE: Fee total does not include outside costs as noted in Item IV.D (Outside cost) below, which will be billed and due as described, or scope and hours exceeding the descriptions and amounts quoted in Section II (Scope of Work). Additional scope and/or hours will be provided for approval as noted in Item E (Scope changes) and F (Consultant) below.

- B. A retainer will not be required in order for us to commence work. _____
Initial
- C. You will be billed monthly for services performed and expenses incurred during the previous month and/or upon completion of deliverables, whichever comes first. Payment is due upon receipt of the invoice and is delinquent fifteen (15) days from the date of the invoice. A service charge on unpaid accounts will be billed at a compounded rate of 1.5% per month (18% per annum) commencing on the thirtieth (30th) day following the date of the invoice. *Accounts that become overdue by more than sixty (60th) days, will have work suspended until the account is brought current.* _____
Initial
- D. All outside costs, services, and expenses, including without limitation, AIA documents, blueprinting, reproductions, deliveries, travel/mileage, etc. will be billed through us at a rate of cost plus fifteen-percent. Outside costs and expenses are not included in the fee. _____
Initial
- E. In the event the scope of work changes for any reason, we will notify you of that change and any additional services that will be required as a result. Any such

additional services approved by you will be billed on a Time & Materials basis, based upon our current Rate Schedule.

- F. The consultants' fees listed above by phase are assumed within normal ranges. Until the design is finalized, the consultants will be unable to provide their actual fee. Final consultant fees could be higher than what is shown. Any increase to the fees listed above will be provided to you for signature and/or authorization before we start work on the next phase.

V. EXCLUSIONS:

- A. The following items will not be included in the Scope of Services, but may be available under separate contract:
 - 1. Phased Services: Pre-Design & Programming (A), Design Development (D) and Agency Processing other than those described above (H).
 - 2. Permits or agency fees.
 - 3. Fire sprinkler design, calculations, or approvals. This is assumed to be a design build item performed by the General Contractor.
 - 4. Off-site civil engineering, design services or studies.
 - 5. LEED certification or other specified sustainable building certification or program.
 - 6. Soils engineering or services.
 - 7. Solar design services.
 - 8. Survey services.
 - 9. All matters relating to hazardous or toxic materials including mold, fungi, or other similar microbial conditions.
 - 10. Revisions or changes to the designs, drawings, or other portions of the work requested by you or others, once client approval has been given.
 - 11. Services made necessary due to Client's decision to pursue variances to applicable codes and requirements.
 - 12. Traffic, parking, drainage, noise, utility, environmental, and/or other studies.
 - 13. Any observation during the construction of the project is only intended to determine the general conformance with the plans and is not a guarantee that the contractor has properly performed their work.

VI. SPECIAL REQUIREMENTS:

- A. If the basic services covered by this letter have not been completed within twelve (12) months of the date of this letter, through no fault of ours, extended time for completion and fees charged will be subject to renegotiation.
- B. If interruptions in the project occur and last more than three months, then a restart fee may be required.
- C. The attached General Conditions are incorporated herein.
- D. We may rely upon interpretations by consultants or other parties for the results of borings, surveys, or other tests or explorations in the performance of the Work. We shall not be responsible for incomplete or faulty tests or for variances in soil and other conditions at the site.
- E. Owner/Client will provide accurate maps and/or plans setting forth the location of all property lines, buildings and structures and their components, subterranean structures and utilities. We will rely on the accuracy of documents acquired from you or your other consultants. We will not be responsible for omissions or incorrect data

or for damage to subterranean structures or utilities resulting from our reliance upon those plans or from nondisclosure of their existence or location.

- F. All instruments of service including but not limited to, reports, field samples and data, field notes, laboratory tests and data, drawings, specifications, calculations, estimates, and other documents prepared by us or our consultants in connection with the Project are, and shall remain the property of Lauterbach & Associates.
- G. In the preparation for and performance of the Work, certain tests or inspections may be performed which may alter the appearance of the Project site or damage structures or improvements located at the Project site. Client agrees that Architect is not responsible and has no liability for any alterations or damage that may occur as a result of such tests or inspections.
- H. We will need you to provide us with a current topographic map, boundary survey, and title report in order for us to prepare our work.
- I. We require that you provide requested information and direction in a timely manner. Failure to do so will cause adjustments in the time it takes to complete documents, approvals, and/or administrative processes, and may delay the completion of the work.

The proposal described in this letter will expire, if not executed thirty days from the date of this letter. If this proposal meets with your approval, please sign where noted below, and return one copy of this letter to our office. This letter and proposal will then constitute an Agreement between us for the performance of the work.

Thank you for the opportunity to present this proposal for your consideration. If you should have any questions concerning these matters, please contact us at your earliest convenience.

Respectfully submitted,
LAUTERBACH & ASSOCIATES, ARCHITECTS

Mark S. Pettit, AIA, NCARB
 Managing Architect
 License No.: C-17935

Girem Y. Kwon, Associate AIA
 Project Manager

I acknowledge having read this agreement and the proposal contained therein and agree to its terms and conditions. I hereby authorize you to commence work on this project.

Pleasant Valley Recreation & Parks District

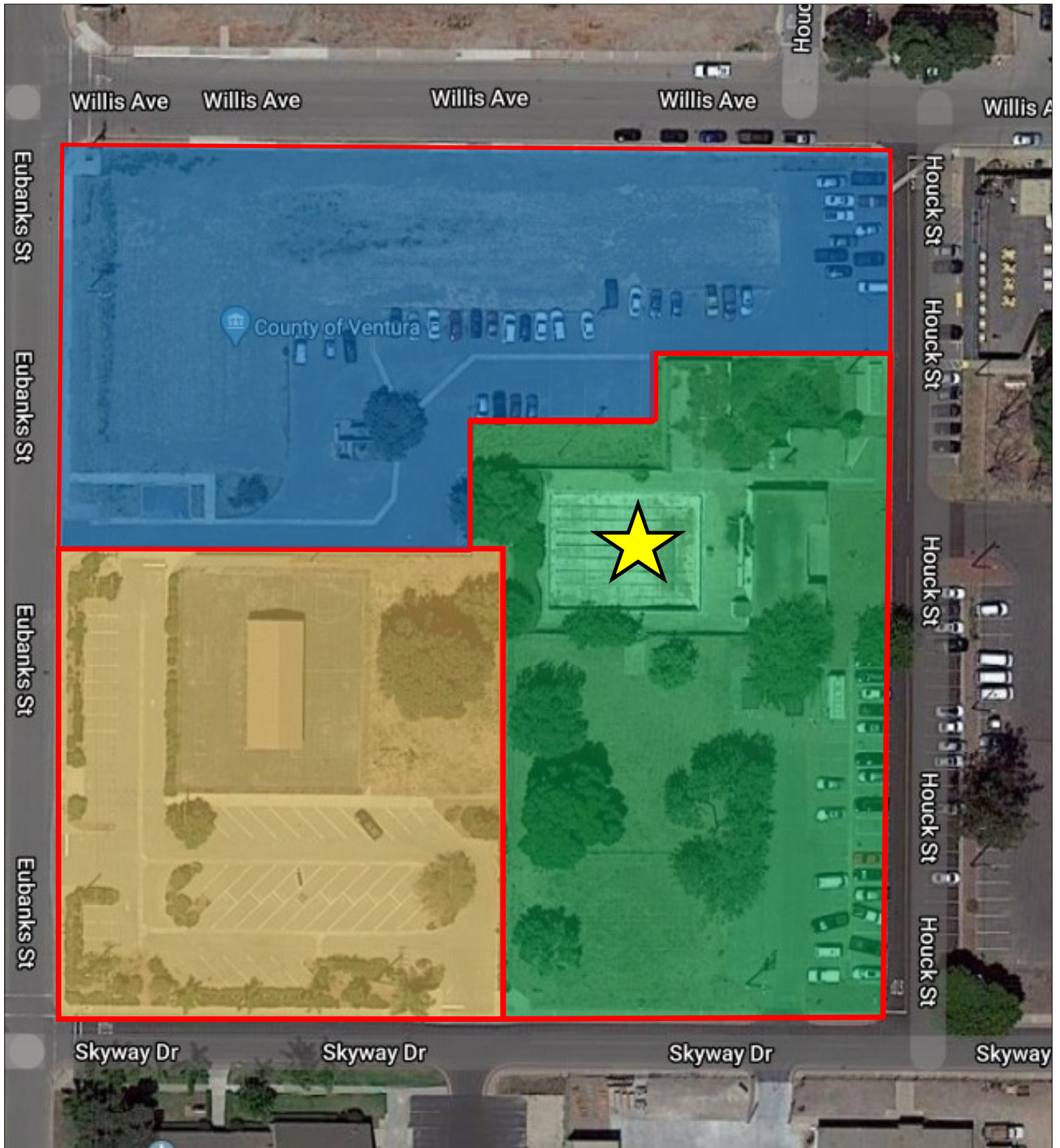
Date _____

By _____

Title _____

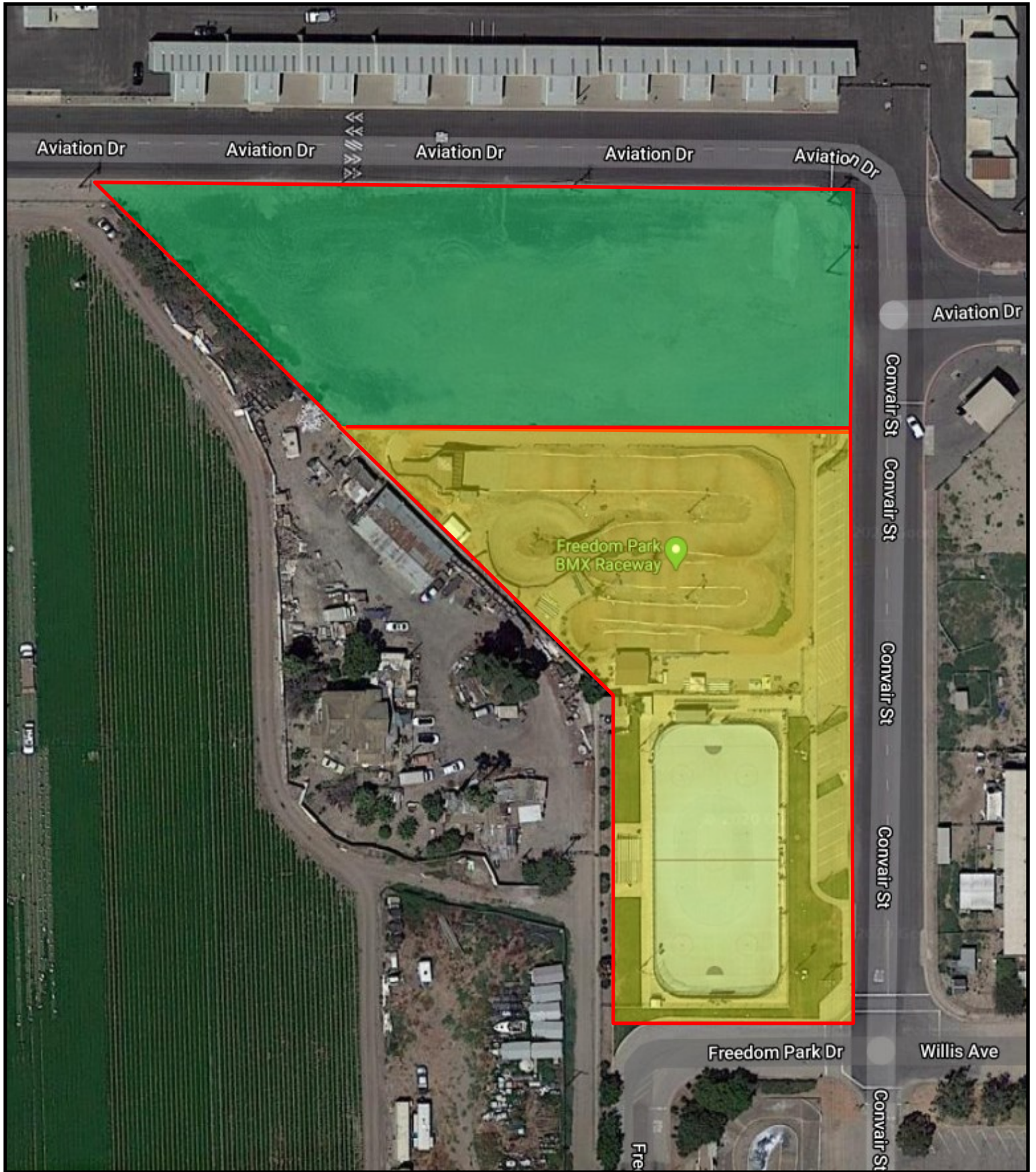
Enclosure: Copy of General Conditions and 2021-2022 Rate Schedule for your files.

Pleasant Valley Recreation and Park District		Freedom Pickleball Complex			
December 2, 2021					
Bob Cerasuolo					
	1	2	3		
Company:	Lauterbach & Associates	Coastal Architects			
Phone Number:	805 981-0912	805 985-7654			
Fax Number:	805 981-4510				
City:	Oxnard	Oxnard			
Quoted By:	Mark Petit	Jeff Zook			
Freedom Pickleball Complex					
Site Review and Research		YES		YES	
Public Forums with the Community		YES		YES	
Title 24 accessibility compliance		YES		YES	
Board Presentation		YES		YES	
Prepare and Finalize bid documents for PermittingArchitects Opinion of Probable Costs		YES		YES	
Soils Engineer		NO		NO	
Subtotal					
Labor					
Materials					
Permits/ Inspections					
Other:					
Total Cost Lump Sum Bid Amount		\$108,850		\$128,875	



PVRPD Property Swap:

- ***Yellow** = (Picnic Shelter Property) Current Land Swap with County Airports [roughly 1.32 Acres]
- ***Green** = (Swimming Pool Property) Proposed Future Swap (with Airports) [roughly 1.65 acres]
- ***Blue** = Current County of Ventura Owned Property [roughly 1.79 acres]



Airport Property Swap:

***Yellow** = Current Land Swap with County Airports [roughly 1.92 Acres]

***Green** = Proposed Future Swap (with Airports) [roughly 1.57 acres]

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

This agreement is made and entered into, effective December 6, 2021 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“District”), and Lauterbach & Associates, Architects, Inc. a California corporation (“Consultant”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the demolition of the existing site and designing of a Pickleball Complex located at 1030 Houck Street at Freedom Park in Camarillo, California. (“Project”).

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

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

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit “B” and incorporated by reference herein.

All work and services by Consultant shall be performed in a diligent and professional manner.

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

Consultant agrees to undertake the discrete tasks outlined in Exhibit “B” only upon consultation with and authorization from the District’s General Manager and Park Services Manager.

As further described on Exhibit “B”, **Consultant’s Services include:**

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than March 31, 2023. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

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

4. Independent Contractor Relationship

- a. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant.
- b. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement.
- c. Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

5. Compliance with Laws

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

6. Licenses, Permits, Fees and Assessments

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

7. Environmental Laws

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

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

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

Total Project Cost not to Exceed: **\$ 125,178**

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either

wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work.

The District's Project Manager shall be Bob Cerasuolo, Park Services Manager.

11. Ownership of Documentation

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

12. Termination of Contract

Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under Section 2782.8 of the California Civil Code ("Section 2782.2") applicable to services provided by a "design professional" as defined in said statute, Consultant shall indemnify, but not defend and hold harmless District and its officers, employees, agents and agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. Notwithstanding anything else to the contrary

herein, in the event Consultant is a “design professional” as defined by Section 2782.8, Consultant’s duty to defend and costs associated with such defense are limited to that proportionate percentage of fault of the claims or damages that are caused by Consultant’s actions or inactions, as determined in a final judgment by a court of law or final resolution by an arbitrator or panel of arbitrators. Consultant’s duty to defend under this Agreement shall not include an obligation for Consultant to provide a defense or pay the cost of such defense for City or the City’s Parties’ negligent acts, omissions or fault.”

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

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

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

14. No Assignment

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

15. Examination of Records

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

16. Notice

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

To Consultant: Lauterbach & Associates Architects, Inc.

To District: **PLEASANT VALLEY RECREATION & PARK DISTRICT**
Attn: Bob Cerasuolo, Park Services Manager
1605 East Burnley Street
Camarillo, CA 93010

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

17. No Waiver

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

18. Partial Invalidity

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

19. Terms

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

20. Incorporation of Recitals

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

21. California Law

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

22. Additional Provisions

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

23. Attorneys' Fees

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

24. Conflict of Interest

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

25. Interpretation

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

26. Corporate Authority

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

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

**District: PLEASANT VALLEY
RECREATION & PARK DISTRICT**

By: _____
Mary Otten
General Manager

ATTEST:

By: _____
Clerk of Board

Consultant:

By: _____
Name:
President

By: _____
Name:
Vice President

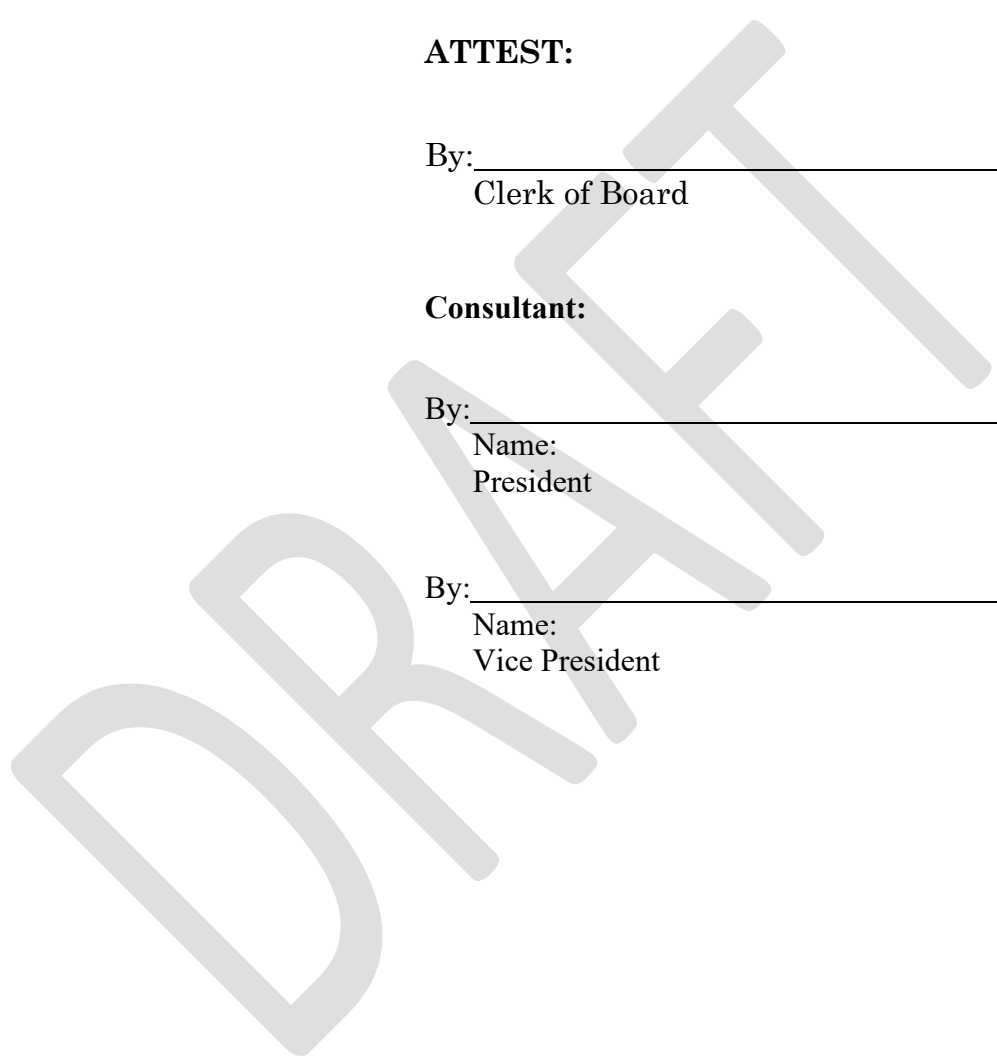


EXHIBIT “A”

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability or Error and Omissions Insurance. A policy of \$1,000,000 professional liability insurance in an amount not less than \$1,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the District.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

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

OTHER INSURANCE PROVISIONS

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

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

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

1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.
4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONTRACTORS

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

END OF PAGE

EXHIBIT “B”

SCOPE OF WORK

The architectural firm will redesign the building from an outdoor pool along with 2 buildings to Pickleball Complex with restroom(s) which include ADA access, and pickleball courts and parking lot.

The services of the Consultant, a Structural engineer, shall provide the District three (3) sets of construction documents (plans) for the demolition and design located at 1030 Houck Street at Freedom Park in Camarillo, California.

For Services provided by Consultant shall be phased and completed based on the proposed project description as noted below:

I. ASSUMPTIONS/PROJECT UNDERSTANDING:

A. Proposed Project is the conversion of existing Freedom Park Aquatic Center into a Pickleball Complex Center.

B. Demolition of existing Aquatic Center site.

C. Design a Pickleball Complex Center to include:

1. Site plan including fences, gates, landscape, parking lot and relocation of utilities.
2. PVRPD Property Swap areas are included in the site plan.
3. Design for maximum allowable courts with gathering areas.
4. Design for new restroom, storage and office building.
5. Lighting plan for property and pickleball courts.
6. Incorporate ADA standards.

II. SCOPE OF WORK:

A. Schematic Design & Concept (Phase B)

1. Based on the client-approved Architectural Program, we will provide the following Schematic Drawings. Two (2) revisions included:
 - a) Coordinate with client and local groups to come up with a program for center.
 - b) Provide preliminary site plan and parking plan.
 - c) Provide Floor plan(s).

2. *Virtual or in-person meeting with client and concerned groups to present proposed design.

3. Based on client-approved Preliminary Drawings, we will provide the following Design Drawings, documents and/or exhibits:

- a) Preliminary site plan.
- b) Floor plan(s).
- c) Exterior elevations.

d) Preliminary Landscaping Planting Plan and Details for overall landscape design concept.

e) 3-D images of center and buildings. (Up to three (3) renderings).

4. Coordinate with local contractors for costs on demolition and Pickleball Complex Center construction budgets.

5. Review with local agencies and groups as required. (Up to four (4) meetings).

6. *Virtual or in-person meeting with client to present proposed Design Drawings and Preliminary Project Description.

**Actions are included in Phase M – Meetings & Communication.*

B. Discretionary Permit Processing (Phase C)

1. Based on client-approved Design Drawings, we will provide the following Planning Drawings, documents and/or exhibits as required by the County of Ventura for Discretionary approvals as may be needed:

a) Site plan, floor plan and exterior elevations with additional agency requirements.

b) Photo board and site plan of existing site and surrounding area.

c) Applications and questionnaires, as required.

2. *Coordinate with civil engineer to provide grading, drainage, BMPs, storm water management plans as required for County of Ventura Public Works approval.

3. *Submit and process Planning Drawings, documents, exhibits and applications through the County of Ventura Planning and Public Works Departments.

4. Revise drawings, documents and exhibits per the County of Ventura Planning Department's first review comments, provided no new scope items are required and/or requested. Two (2) rounds of revisions included.

5. *Attend virtual or in-person meetings with client, the County of Ventura and public officials and interested groups as required.

**Actions are included in Phase M – Meetings & Communication.*

C. Construction Documents (Phase E)

1. Provide Construction Documents based on the Planning Drawings and at the level required by the County of Ventura Building & Safety Department for permit approval:

a) Architectural drawings and schedules, and sheet specifications. (Plans to include demolition plans for separate permit).

b) Electrical drawings and calculations.

c) Landscape planting, irrigation plans, and details.

d) Mechanical and plumbing drawings and calculations.

e) Structural engineering drawings and calculations. (Restroom buildings assumed to be modular, foundation design provided as needed).

2. Provide the following additional drawings, documents and/or exhibits as required by the County of Ventura Building & Safety Department for a building permit:

a) Project Analysis.

b) Mechanical Title 24 documentation.

c) Parking Analysis.

3. Coordinate with civil engineer to provide grading, drainage, BMPs, storm water management plans as required, as required for building permit.

4. Submit and process plans through the County of Ventura Building & Safety

Department for permit approval.

5. Revise drawings, documents and exhibits per County of Ventura plan check corrections, provided no new scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.

6. *Virtual or in-person meetings with clients and consultants during this phase.
**Actions are included in Phase M – Meetings & Communication.*

D. Construction Contract Procurement (Phase F)

1. Assist in determining and qualifying an appropriate number of qualified general contractors to bid the construction scope.

2. Assist in delivering Procurement Documents to prospective Contractors.

3. Answer Requests for Information (RFIs) from prospective contractors in a timely fashion.

4. Update the Construction Documents to reflect any modifications and/or substitutions made during this phase.

5. Review the construction contract to minimize risks and liabilities to you and adjust elements that will keep the construction time schedule on track.

6. *Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.

7. *Coordinate with the contractors on matter of the construction contract, construction schedule, bonds, format for payments, project start, and permit acquisition.

**Actions are included in Phase M – Meetings & Communication.*

E. Limited Construction Contract Administration (Phase G)

1. Attend periodic site visits to observe construction and help represent the owner in key meetings with the expanded team, now including the contractor, as directed by the owner. (Maximum two (2) visits per month).

2. Review contractor's Requests for Information (RFIs) submittals and shop drawings, and maintain an overview of the progress of construction with conformance to schedules and document requirements.

3. Assist, as part of the project team, in streamlining governmental approvals required during the construction phase.

4. Provide structural observation as required by the City for life/safety issues.

5. Coordinate appropriate interaction and facilitate communications between the design and engineering professionals and the construction professional.

6. *Assist, as part of the project team, with the proper close-out of the construction, including final "walk-through" completion documents, contractor's preparation of maintenance manuals, coordination with your move-in, record documents, and final payments.

**Actions are included in Phase M – Meetings & Communication.*

F. Meetings & Communication (Phase M)

1. For meetings and communication described in phases above.

Schematic Design & Concept	Phase B	6 to 8 hours**,	estimated.
Discretionary Permit Processing	Phase C	6 to 8 hours**,	estimated.
Construction Documents	Phase E	14 to 16 hours**,	estimated.
Construction Contract Procurement	Phase F	6 to 8 hours**,	estimated.
Limited Construction Contract Administration	Phase G	20 to 24 hours**,	estimated.

****NOTE:** Hour totals quoted above include travel time, if any.

III. SCHEDULE OF DELIVERABLES:

A. Schematic Design & Concept (Phase B)

1. Schematic site plan and floor plans drawings to be provided to client within an estimated four (4) weeks from receipt of this signed contract and scheduling.
2. To-scale presentation drawings to be provided within an estimated two (2) weeks of an approved Schematic Design option by client.
3. Meetings to be held during this time are included, but may change schedule.

B. Discretionary Permit Processing (Phase C)

1. Drawings, documents and exhibits described in Phase C scope of work above to be submitted to the County of Ventura Planning Department within an estimated two (2) weeks of completion of Phase B.
2. Approximately two (2) weeks is assumed for County of Ventura Planning Department's first review.
3. Revised drawings, documents and exhibits per County of Ventura Planning Department's first review comments to be provided within an estimated two (2) weeks of receipt of an incompleteness letter, provided no new scope items are required and/or requested.

C. Construction Documents (Phase E)

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the County of Ventura Building & Safety Department within an estimated four (4) weeks from receipt of Planning Approval from the County of Ventura.
2. Approximately four to six (4-6) weeks is required for the County of Ventura first Plan Check process.
3. Revised drawings, documents and exhibits per County of Ventura plan check corrections to be provided within two (2) weeks of receipt of corrections, provided no new scope items are required and/or requested. Two (2) rounds of revisions are included in this agreement.

D. Construction Contract Procurement (Phase F)

1. Approximately four (4) weeks from receipt of Building Permit estimated to assist in bidding and selecting a contractor.

E. Limited Construction Contract Administration (Phase G)

1. Approximately four to six (4-6) months estimated to complete construction of the proposed project. Final schedule to be determined by client's contractor.

IV. FEE:

A. Our total fee for the Scope of Work outlined above is an estimated **\$*108,850**, phased as follows:

II.A Schematic Design & Concept	Phase B	Pro-Bono \$ 0
II.B Discretionary Permit Processing	Phase C	Fixed Fee \$ 11,575
• <i>Estimated Fee (Section IV) for Phase C includes the following consultant fees: Initial</i>		
<i>Landscape Architect</i>	\$ 5,175	
<i>Electrical Engineer/Prometerics</i>	\$ 1,500	
<i>Renderings (max 3)</i>	\$ 900	
II.C Construction Documents Phase E	Fixed Fee \$ 69,275	
• <i>Estimated Fee (Section IV) for Phase E includes the following consultant fees: Initial</i>		
<i>Electrical Engineer</i>	\$ 4,400	
<i>Landscape Architect</i>	\$ 12,075	
<i>Mechanical & Plumbing Engineer</i>	\$ 6,400	
<i>Structural Engineer</i>	\$ 6,900	
<i>Title 24</i>	\$ 500	
<i>Civil Engineer</i>	\$ 33,000	
II.D Construction Contract Procurement	Phase F	Fixed Fee \$ 4,000
II.E Limited Construction Contract Phase G	Time & Materials \$ 18,000	
Administration (For an estimated 6 months) <small>Initial</small>		
• <i>Estimated Fee (Section IV) for Phase G includes the following consultant fees:</i>		
<i>Electrical Engineer</i>	\$ 1,500	
<i>Landscape Architect</i>	\$ 3,000	
<i>Mechanical & Plumbing Engineer</i>	\$ 1,500	
<i>Structural Engineer</i>	\$ 1,500	
<i>Civil Engineer</i>	\$ 6,200	

II.F Meetings & Communication Phase M Time & Materials \$ 6,000
(Estimated)

** NOTE: Fee total does not include outside costs as noted in Item IV.D (Outside cost) below, which will be billed and due as described, or scope and hours exceeding the descriptions and amounts quoted in Section II (Scope of Work). Additional scope and/or hours will be provided for approval as noted in Item E (Scope changes) and F (Consultant) below.*

B. A retainer will not be required in order for us to commence work.

C. You will be billed monthly for services performed and expenses incurred during the previous month and/or upon completion of deliverables, whichever comes first. Payment is due upon receipt of the invoice and is delinquent fifteen (15) days from the date of the invoice. A service charge on unpaid accounts will be billed at a compounded rate of 1.5% per month (18% per annum) commencing on the thirtieth (30th) day following the date of the invoice. *Accounts that become overdue by more than sixty (60th) days, will have work suspended until the account is brought current.*

D. All outside costs, services, and expenses, including without limitation, AIA documents, blueprinting, reproductions, deliveries, travel/mileage, etc. will be billed through us at a rate of cost plus fifteen-percent. Outside costs and expenses are not included in the fee.

E. In the event the scope of work changes for any reason, we will notify you of that change and any additional services that will be required as a result. Any such additional services approved by you will be billed on a Time & Materials basis, based upon our current Rate Schedule.

F. The consultants' fees listed above by phase are assumed within normal ranges. Until the design is finalized, the consultants will be unable to provide their actual fee. Final

consultant fees could be higher than what is shown. Any increase to the fees listed above will be provided to you for signature and/or authorization before we start work on the next phase.

V. EXCLUSIONS:

A. The following items will not be included in the Scope of Services, but may be available under separate contract:

1. Phased Services: Pre-Design & Programming (A), Design Development (D) and Agency Processing other than those described above (H).
2. Permits or agency fees.
3. Fire sprinkler design, calculations, or approvals. This is assumed to be a design build item performed by the General Contractor.
4. Off-site civil engineering, design services or studies.
5. LEED certification or other specified sustainable building certification or program.
6. Soils engineering or services.
7. Solar design services.
8. Survey services.
9. All matters relating to hazardous or toxic materials including mold, fungi, or other similar microbial conditions.
10. Revisions or changes to the designs, drawings, or other portions of the work requested by you or others, once client approval has been given.
11. Services made necessary due to Client's decision to pursue variances to applicable codes and requirements.
12. Traffic, parking, drainage, noise, utility, environmental, and/or other studies.
13. Any observation during the construction of the project is only intended to determine the general conformance with the plans and is not a guarantee that the contractor has properly performed their work.

VI. SPECIAL REQUIREMENTS:

A. If the basic services covered by this letter have not been completed within twelve (12) months of the date of this letter, through no fault of ours, extended time for completion and fees charged will be subject to renegotiation.

B. If interruptions in the project occur and last more than three months, then a restart fee may be required.

C. The attached General Conditions are incorporated herein.

D. We may rely upon interpretations by consultants or other parties for the results of borings, surveys, or other tests or explorations in the performance of the Work. We shall not be responsible for incomplete or faulty tests or for variances in soil and other conditions at the site.

E. Owner/Client will provide accurate maps and/or plans setting forth the location of all property lines, buildings and structures and their components, subterranean

structures and utilities. We will rely on the accuracy of documents acquired from you or your other consultants. We will not be responsible for omissions or incorrect data or for damage to subterranean structures or utilities resulting from our reliance upon those plans or from nondisclosure of their existence or location.

F. All instruments of service including but not limited to, reports, field samples and data, field notes, laboratory tests and data, drawings, specifications, calculations, estimates, and other documents prepared by us or our consultants in connection with the Project and shall remain the property of Lauterbach & Associates.

G. In the preparation for and performance of the Work, certain tests or inspections may be performed which may alter the appearance of the Project site or damage structures or improvements located at the Project site. Client agrees that Architect is not responsible and has no liability for any alterations or damage that may occur as a result of such tests or inspections.

H. We will need you to provide us with a current topographic map, boundary survey, and title report in order for us to prepare our work.

I. We require that you provide requested information and direction in a timely manner. Failure to do so will cause adjustments in the time it takes to complete documents, approvals, and/or administrative processes, and may delay the completion of the work.

PROPOSED PROJECT SCHEDULE

- A. Schematic Design Phase December 1, 2021 – January 12, 2022 (6 weeks)
- B. Discretionary Permit Processing Phase January 10, 2022 – February 21, 2022 (6 weeks)
- C. Construction Document Phase February 14, 2022 – May 16, 2022 (13 weeks)
- D. Construction Contract Procurement Phase June 4, 2022
- E. Limited Construction Contract Administration October 3, 2022
- F. Completion of Project March 31, 2023

PROPOSAL PROCESS

The proposal process will consist of a written presentation (three copies). The following shall be included in your written proposal:

1. A breakdown of the work to be done.
2. History of similar projects completed within the last two years, including cost and client contact information.
3. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.
4. Description of the proposed schedule and the approach that will be used to organize and prepare for the work to be done.

Evaluation of Proposals

District staff will review the proposals. The selected architectural firm will be contacted to let them know they have been awarded the bid.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.

The Pleasant Valley Recreation and Park District Board of Directors will make the final award. No other officer or agent may obligate or bind the District.

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

TO: BOARD OF DIRECTORS

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

DATE: December 2, 2021

**SUBJECT: CONSIDERATION AND SELECTION OF SERVICE
PROVIDER FOR A FIVE-YEAR LEASE ON A COLOR
COPIER**

SUMMARY

The District is reaching the end of a 5-year lease with Konica Minolta Business Solutions for printing services at the Administration Building. On November 4, 2021, the Board of Directors approved an RFP to seek proposals from service providers for a new 5-year lease on a color copier. After review by staff, Konica Minolta Business Solutions is being recommended for selection for a new 5-year lease on a color copier.

BACKGROUND

In December 2016, the District entered into a 5-year lease with Konica Minolta Business Solutions for the production of all printed material developed in the Administration Building by the administration and recreation staff. The copier plays a significant role in the District's day-to-day operations like the production of fliers, announcements, and reports which are essential to staff and the public. The District is approaching the end of this 5-year lease in December 2021.

With our current lease ending in December 2021, the District has a buyout option for \$1 at the end of our current lease with Konica Minolta and would need to purchase a service agreement that will cover toner and repairs. This approach is not recommended as the printer model is at the end of its recommended life with over 1 million uses. As the copier is aging, it is anticipated there will be more downtime when components fail, which would impact the District's daily operations. District staff has been tracking the service calls on our leased printer since 2019. Since February 2020, 12 total service calls have been placed, including one where the technician recommended replacing the machine due to its age.

During a recent meeting with Konica Minolta, District staff was informed that our model is not being manufactured anymore, and there is a limited supply of replacement parts. If the copier were to stop working, a replacement copier would be needed.

On November 4, 2021, the Board of Directors approved an RFP for a 5-year copier lease.

ANALYSIS

After receiving approval of the copier specification from the Board, staff solicited bids from local providers. Only one proposal was received, which was from our current provider, Konica Minolta Business Solutions. The proposed 5-year lease contains all provisions for full service and maintenance of the copier. The District's current monthly lease is \$270.49, and the new proposed lease is \$219.83; a monthly saving of \$50.66.

After receiving the proposal from Konica, staff inquired about the scanning abilities of the new machine regarding Optical Character Recognition (OCR). OCR is a technology that recognizes text within a digital image, and it is commonly used to recognize text in scanned documents and images. OCR software can be used to convert a physical paper document or an image into an accessible electronic version with text. This feature would allow scanned documents to become searchable online, including Board agenda packets, saving staff time. This is an optional feature that would increase our monthly lease by \$7.02 to a total of \$226.85 per month.

In addition to the monthly lease, there is a Cost Per Copy charge. The District is currently charged a Cost Per Copy of \$0.045 for Color and \$0.007 for B&W prints, and the new leasing agreement is priced the same. This Cost Per Copy model creates variable bills for the District on a monthly basis and is based on the number of copies made. To get a better idea of the cost of printing, staff reviewed our printing invoices for the past four fiscal years and found an average. The District is spending on average \$395.39 per month on printing, and the average would be higher if not for COVID-19 in the more recent fiscal years.

Average Monthly Cost Per Copy By Fiscal Year			
FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
\$468.74	\$505.08	\$386.15	\$221.60

In the RFP, Konica offered an alternate pricing option known as One Rate compared to the Cost Per Copy Charge. This pricing structure is a flat fee of \$315 per month regardless of how many color or black and white prints. There are no variable costs and no service escalators. Under the One Rate model, the District would be saving an average of \$80.39 per month compared to the Cost Per Copy charge. It is recommended that the District switch to the One Rate model rather than the Cost Per Copy as a cost-saving measure. The printing charge is on top of the monthly lease.

FISCAL IMPACT

The monthly lease for the copier is \$226.85 for sixty (60) months, including the OCR add-on. The yearly lease amount will be \$2,722.20 with a grand total of \$13,611 for the life of the lease. The One Rate cost for printing model will cost \$315 per month for printing, \$3,780 per year, and a grand total of \$18,900 for the life of the lease. The total fiscal impact of the 5-year printing lease is \$32,511.

Current Annual Budget vs New Printer Lease Cost			
	FY21/22 Budget	Annual New Copier Cost	Annual Budget Savings
Printer Lease	\$5,100	\$2,722.22	\$2,377.78
Cost Per Copy (OneRate)	\$6,140	\$3,780	\$2,360.00
Total	\$11,240	\$6,502.22	\$4,737.78

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into an agreement with Konica Minolta Business Solutions for a 5-year copier lease with the One Rate printing model.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.5: Adopt new time and cost-saving information technologies to improve efficiencies of District and IT operations.

Meets 2021 Strategic Plan Goal 4.3: Provide easily accessible information and effective community outreach through a strategic marketing and community engagement program.

ATTACHMENTS

- 1) Konica Minolta Business Solution Proposal (25 pages)



KONICA MINOLTA

November 11, 2021

Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, Ca 93010

Attn: Dylan Gunning | Administrative Analyst
RE: Request for Proposal ID for Five-Year Lease on a Color Copier

Dear Pleasant Valley Recreation & Park District:

Konica Minolta welcomes the opportunity to respond to your request and offer a program that combines our leading print, services, and solution with our advanced imaging technology. This cutting edge combination will give Pleasant Valley Recreation and Park District a competitive advantage by providing a unique holistic approach to accomplishing your current and long term business goals.

Today's highly mobile, flexible and dynamic workforce requires technologies and solutions that seamlessly connect people, spaces and technologies. At Konica Minolta, we are committed to helping you increase collaboration and productivity and improve your overall workplace efficiencies.

After having reviewed the requirements of your RFP, we have proposed a program that aligns with your goals and will deliver the greatest value to you. Should you require any additional information, please direct all inquiries to:

Charan Pemberton
5850 Canoga Avenue, Suite. 100
Woodland Hills, Ca, 91367
805.796.247
cpemberton@kmb.s.konicaminolta.us

Thank you for considering Konica Minolta in your evaluations. We look forward to demonstrating our commitment to Pleasant Valley Recreation and Park District and are confident that our offering will meet your expectations.

Sincerely,

Valerie Jordan
Sales Director, Government & Education
Konica Minolta Business Solutions U.S.A., Inc.
5850 Canoga Avenue, Suite 100
Woodland Hills, Ca 91367

COMPANY PROFILE

At Konica Minolta we've always done things differently, from our cameras helping capture the world from space for the first time, to developing the world's first finger-measurement pulse oximeter. We're innovation obsessed, constantly refining and improving the way the world works across the technology, healthcare and imaging industries. Together we believe we can work ever smarter to provide answers to the challenges of tomorrow.

Konica Minolta was founded in 2003 with the merger of Konica Co. - est. 1873 and Minolta Co. Ltd. - est. in 1928. Incorporated in 1959, Konica Minolta has been in business for 62 years.

HISTORY:

Since 1873: KONICA

- 1873** Rokusaburo Sugiura begins selling photographic and lithographic materials at Konishiya Rokubeiten in Kojimachi, Tokyo (the beginnings of Konica Corporation)
- 1903** The Cherry Hand Camera — the first Japanese branded camera is marketed
- 1933** Sakura X-ray Film — the internally developed and produced X-ray film is released
- 1940** Sakura Natural Color Film — the first Japanese-made color film is announced
- 1971** U-Bix 480 — the first Japanese-made indirect dry type electrophotographic copying machine is launched
- 1975** Konica C35EF — the world's first 35mm camera with built-in flash is launched
- 1977** Konica C35AF — the world's first 35mm compact autofocus camera is launched
- 1984** Ultra-high-precision aspheric plastic lens for CD players is developed
- 2000** Fully launched business for TAC films for LCD polarizers

Since 1928: MINOLTA

- 1928** Kazuo Tashima establishes Nichi-Doku Shashinki Shoten (Japan-Germany Camera Company, later known as Minolta Co., Ltd.) to produce cameras in Japan, and launches Nifcalette, its first camera product, the following year
- 1958** The company's first planetarium unit is completed and opened to the public at a science exposition in Hanshin Park
- 1960** Minolta Copymaster (a wet-process diazo copier) — the company's first wet-process diazo copier is completed
- 1962** Minolta Hi-Matic camera is used on Friendship 7, the first US manned spacecraft to orbit the Earth. Later, Minolta's exposure meter, Space Meter, is used during Apollo 8, 10, and 11 missions.
- 1968** TV Color Analyzer — a device to analyze and adjust the colors displayed by TVs is launched
- 1977** OXIMET MET-1471 — the world's first finger-measurement type pulse oximeter is launched
- 1983** EP450Z — the world's first copier with stepless zoom magnification/reduction function is launched
- 1985** Minolta 7000 — SLR camera with an autofocus function is launched
- 1990** CF70 — a digital full-color copier is launched

Since 2003: KONICA MINOLTA





2003	Konica Minolta Holdings, Inc. is established by integrating the management of Konica Corporation and Minolta Co., Ltd.
2004	Nasenger V — a next-generation inkjet textile printer is launched
2007	Konica Minolta withdraws from the photo and camera business
2010	bizhub PRESS C8000 — a digital printing system is launched
2011	AeroDR — a cassette-type digital radiography system is launched
	Organic Light Emitting Diode (OLED) — the world's first light panels using only phosphorescent materials are released
2013	The group management system is reorganized and the company name changed to Konica Minolta, Inc.
2016	AccurioJet KM-1 — a B2 digital inkjet press is launched
2018	Konica Minolta Precision Medicine, Inc. is established

Konica Minolta understands some of the challenges within the public sector and we work with you to make things easier. Our team has vast experience working within Federal, State and Local agencies within the US. We have a presence in 150 countries and proudly employ 41,000 people. We are in cities through-out California and as we continue to grow, we are able to hire and train within those communities to service our clients better.

Konica Minolta has assigned a Dedicated Account Team for the Pleasant Valley Recreation and Park District. The team will work with you directly on your account. They will be familiar with your wants, needs and always know your history. The team assigned Pleasant Valley Recreation and Park District has the knowledge and experience to work collaboratively, gage your business environment to support and manage, specifically required for clients in public sector while supported by a team comprised of the specialists in products, solutions and services in this area.

Your Dedicated Account Team will provide you with the ability to identify many more ways to drive down costs and improve efficiencies now and going forward. Today, technology changes and advances on a daily basis and because of this, it is imperative to have a team and organization that can tackle, solve and evolve when dealing with complex technological, workflow and financial issues.

Dedicated Team

Name	About /Title:	Involvement	Phone	Email / LinkedIn	LinkedIn
 Charan Pemberton Main POC – Major Account Executive	Over 15 years of business development, consulting and sales in the technology space by providing Workforce, Compliance, Security, software solutions to clients in both the public and private sectors. Has been with Konica Minolta since 2021.	OVERALL ACCOUNT MANAGEMENT New Hardware/Software Upgrade Service Lease Questions Quarterly Account Review Moves/Relocations Updating Records Invoice Questions	Cell 805-796-2473	cpemberton@kmbs.konicaminolta.us	https://www.linkedin.com/in/charan-pemberton-35035b113/
 Valerie Jordan Sales Director of Government & Education	Has been with Konica Minolta since 2019 and has over 30 years working with technology services and solutions. Specializing in the Federal, State and Local government and education space for over 20 years.	OVERALL ACCOUNT MANAGEMENT OVERVIEW New Hardware/Software, 2nd POC Upgrade Service, 2nd POC Lease Questions Quarterly Account Review Any questions or concerns on acct Escalations	Cell 618-917-5024	vjordan@kmbs.konicaminolta.us	https://www.linkedin.com/in/valeriejordan/
 Ruben Flores Office Systems Expert – On-Site Technician	With Konica Minolta since 2011 and over 15 years of print and service expertise.	Installation-2nd POC Training-2nd POC Service-2nd POC Meter Reads-2nd POC Maintenance Questions re Service/Supply calls-2nd POC Questions re Meter Read-2nd POC Tech/Service Escalations	Office: 618-251-5100	Ruben.Flores@kmbs.konicaminolta.us	
 Alan Sielski Branch Service Manager – On-Site Technician	With Konica Minolta since 1983 and over 39 years of print and service expertise.	Installation-2nd POC Training-2nd POC Service-2nd POC Meter Reads-2nd POC Maintenance Questions re Service/Supply calls-2nd POC Questions re Meter Read-2nd POC Tech/Service Escalations	Office: 618-251-5106	asielski@kmbs.konicaminolta.us	https://www.linkedin.com/in/alan-sielski-519a7131/

At regular intervals during our partnership, Konica Minolta will coordinate quarterly Periodic Account Review (PAR) meetings. The meetings will act as a forum to review current service, discuss your deliverables, strategies and goals and our team collaboration overview.

Fleet reports will also be presented for evaluation, based on the data collected by our service and billing systems and customized to the needs Pleasant Valley Recreation and Park District. The format of the reports, and the data to be included, will be discussed upon award to ensure that all relevant data can be captured and accurately defined and to ensure that economies and cost reductions are on track.

This structure will ensure that Pleasant Valley Recreation and Park District can accurately evaluate our performance, as well the effectiveness of our products and solutions, throughout the fleet and document workflow process. In addition, Pleasant Valley Recreation and Park District can access reports on the client portal at MyKMBS.com which provides account self-service information including technical support, manuals, How-to-Videos and ordering supplies to manage your Clean Planet Recycling program.



The Konica Minolta service program includes a variety of provisions designed to optimize the availability of your Konica Minolta devices. These service guarantees are based around meeting Pleasant Valley Recreation & Park District required fleet uptime. To achieve this standard, Konica Minolta is committed to a 4-hour average on-site response time.

Konica Minolta believes in Accountability and as such will assign a primary and secondary service technician to each serial number in Pleasant Valley Recreation & Park District fleet to ensure proper response times and agreed upon uptimes are being met, as well as provided personalized and efficient service. We train our technicians to take ownership and manage their client accounts as if it were their own business. In addition, Konica Minolta technicians are never alone.

We use state-of-the-art communication tools to ensure all calls are addressed to meet and exceed all of your expectations. The Konica Minolta management team monitors this call process with the Corporate Data Management System and will redirect calls as needed to ensure service response times and uptimes are being met at all times. Each account is also assigned a secondary technician to cover overflow calls in the event that the primary service technician is off duty or is unable to respond in a timely manner. If a call is placed and the primary service technician communicates that he/she cannot meet the agreed upon response time, the call will be redirected to the secondary technician to ensure Konica Minolta meets and exceeds the service level agreement.

The Konica Minolta technical staff is educated on all aspect of our products, equipped with the latest communications technology, and linked to our worldwide collaborative network of solutions and information. Konica Minolta empowers our people to deliver excellence in service day after day. Our clients can be assured that Konica Minolta is with you every step of the way and will always strive to achieve our vision of delivering imaging products that provide you with the most efficient and productive document workflow in the industry. Through the aid of technology and the strength of our trained staff, Konica Minolta provides and exceeds our client's expectations.

Minimum System Requirements:

- Copy print speed - a minimum of 51 pages per minute for color and 55 for black and white
Konica Minolta's proposed MFD complies. Please see Specifications attachment.
- Single-pass duplex scanning speed - up to 100 images per minute
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Document Feeder Capacity - a minimum of 150 sheets
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Booklet stapler finisher with 2/3 hole-punching and tri-fold capability
Konica Minolta's proposed MFP complies. Please see Specifications attachment.

- Minimum of 5 paper sources, including the bypass tray
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Minimum standard RAM capacity - 8GB
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Minimum standard - 256 GB
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Handle paper sizes 3-7/8" x 5-1/2" up to 12" x 18"
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Handle paper stock 14lb to 140lb index
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Postscript and PCL printing
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Advanced box for documentation collaboration - 15GB
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Standard media USB interface for scanning, printing, and PDF printing
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Ethernet network interface
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Supports environment initiatives, Energy Star Qualified
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Envelope Feeder
Konica Minolta's proposed MFP complies. Please see Specifications attachment.
- Cost for printing - Provide cost per print and if available, flat rate printing cost.
Please see Pricing Proposal attachment for Cost per Click (CPC) an alternate option, One Rate (flat rate printing cost).

Submission Requirements

Interested proposers must submit an electronic version (PDF or Microsoft Word format) of the proposal on or before the deadline containing the following information to the District to be considered a viable candidate for this contract. The electronic version can be emailed to dgunning@gmail.com. Proposals shall not exceed 25 pages, including any attachments, and any proposal that does not contain the information outlined below shall not be considered.

1. Transmittal Letter to the Selection Committee

- a. The proposal must contain a transmittal letter, signed by an official authorized to commit the service provider to the representations, commitments, and statements

- b. Contained in both the proposal and contracts. This should include the name, mailing address, email address, and phone number of the service provider's primary contact person for the proposal.

Understood, See Transmittal Letter Attachment

2. Description and Qualifications of the Firm

- a. Provide a description of the service provider's qualifications and experience on projects of similar nature to those described in the proposal.

Complied.

3. Reference

- a. A list of no more than three (3) references for the proposer and telephone numbers of recent clients, preferably other public agencies with similar projects.

Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law.

Konica Minolta has marked the following section as Confidential: References

A black out copy has been provided.

REFERENCES "Confidential"

1. AGENCY/COMPANY NAME:	City of Los Angeles
ADDRESS:	111 E 1st St, Los Angeles, CA 90012
CONTACT PERSON:	Kitty Pal
PHONE NUMBER:	213-928-9529
LENGTH OF CONTRACT:	60 months
E-MAIL:	kitty.pal@lacity.org
FAX NUMBER:	213-928-9515
NUMBER OF YEARS:	7 years to date
TYPE OF SERVICE PROVIDED:	Approx. 1,700 MPF units all within the same specs as requested in this proposal.

2. AGENCY/COMPANY NAME:	LA County Board of Supervisors
ADDRESS:	900 Exposition Blvd., Los Angeles, CA 90017
CONTACT PERSON:	Kyler Nathan
PHONE NUMBER:	213-974-6958
LENGTH OF CONTRACT:	Multiple
E-MAIL:	knathan@bos.lacounty.gov
FAX NUMBER:	213-613-1739
NUMBER OF YEARS:	6 Years
TYPE OF SERVICE PROVIDED:	Multiple MFD

3. AGENCY/COMPANY NAME:	Southern California Association of Governments
ADDRESS:	900 Wilshire Blvd. Suite 1700 Los Angeles, CA 90017
CONTACT PERSON:	Dave Milner
PHONE NUMBER:	213-236-1800
LENGTH OF CONTRACT:	5 Years
E-MAIL:	milnerd@scag.ca.gov
FAX NUMBER:	NA
NUMBER OF YEARS:	7 Years
TYPE OF SERVICE PROVIDED:	MFD, Wide Format and Eqitrac

.5. Scope of Work

- a. A clear and concise statement of the proposer's understanding of the nature and extent of the services required.

Understood, see C550i specifications in attachment. SLA is included in the specifications.

Appendix E - INSURANCE REQUIREMENTS FOR SERVICE PROVIDER

VERIFICATION OF COVERAGE

Service Provider shall furnish the District with original certificates and endorsements affecting coverage required. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. The District requires a minimum of \$1 million in professional/general liability insurance.

Konica Minolta agrees that such limits may be satisfied using any combination of underlying and excess/umbrella policies.

INDEMNIFICATION AND HOLD HARMLESS

Service Provider shall indemnify, defend with counsel reasonably acceptable to the District, hold harmless the District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of service provider or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of service provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or

willful misconduct of the District or their officers, employees, agents, or volunteers and (2) the actions of service provider or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of service provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve service provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, service provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that service provider or any employee, agent, or subcontractor of service provider providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, service provider shall indemnify, defend, and hold harmless

District for the payment of any employee and/or employer contributions for PERS benefits on behalf of service provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

Vendor agrees to indemnify, defend and hold harmless the County, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising from third-party claims of bodily injury, including death, or damage to real or tangible property, to the extent proximately caused, as determined by a court of competent jurisdiction in a final adjudication, by Vendors negligence or greater culpability. Vendor's indemnification obligations are expressly conditioned upon Client (i) promptly notifying Vendor of any claim in writing; (ii) cooperating with Vendor in the defense of the claim; and (iii) granting Vendor sole control of the defense and settlement of the claim.

Implementation Plan

Konica Minoltas implementation team will meet with you, upon receiving an affirmative decision, to determine your specific needs and to customize the implementation plan around those needs. The plan will make the transition and implementation of our program as seamless as possible to minimize disruption to your daily workflow.

Once a contract is awarded, the Account Management team will assist in the preparation of orders and lease documents and initiate the shipment and delivery of product to your locations. Immediately upon installation, Konica Minolta will provide in depth key operator training to familiarize your staff with the functions of the new products. This training will also be repeated, as necessary, throughout the term of our contract at no additional charge to you. Training will be performed by trained and certified Konica Minolta representatives and may also include supplemental materials, such as presentations and training exercises, upon request to further support our training.

While the implementation will be customized to your needs, an overview of the general implementation plan includes the following phases:

Phase 1: Preparatory, Introductions and Digital Analysis

- Identification of Key Contacts
- Presentation of Agreement
- Survey Review/Digital Needs Analysis

Phase 2: Engagement of Delivery and Installation

- Implement Install/Remove Schedule

Phase 3: Program and Process Management

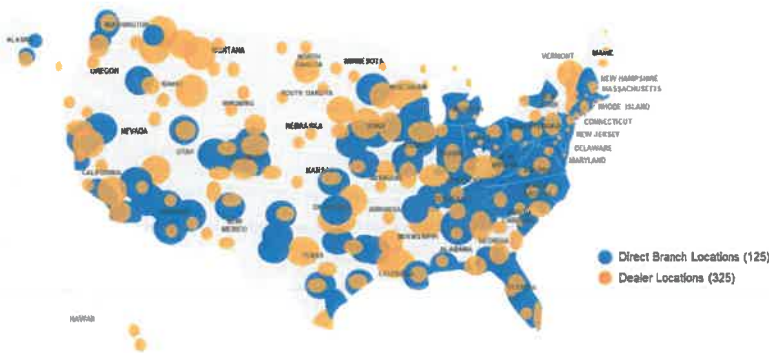
- Business Planning
- Custom Reporting/Billing

Phase 4: Continuous Care (On-Going through Contract End Date)

- Branch Management Visitation Program
- Formal Review Meetings
- Follow-up Training

Comprehensive Service Program

Konica Minolta will provide Pleasant Valley Recreation & Park District with the most comprehensive support and service program in the industry. We have an established nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service. With 125 Direct Branch Offices and approximately 350 Authorized Dealers nationwide, all fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations.



- Direct service capability through established branch location
- 2,400 service technical staff in the field

Guaranteed Service Standards

The Konica Minolta service program includes a variety of provisions designed to optimize the availability of your Konica Minolta products. These service guarantees are based around the corporate service standard of a minimum 95% average fleet uptime. Normal service hours are from 8:00am to 5:00pm Monday to Friday, excluding holidays.

Customer Care Center

Konica Minolta's proposal to you includes a centralized service call request process that will ensure timely response to all service requests. While Konica Minolta utilizes a vast network of Service providers, the service call process is standardized through our centralized customer support facilities staffed 24 hours a day, 365 days per year. Your team will be provided a toll-free and web-based access to our customer care center – A single point of contact staffed by customer support professionals dedicated to handling all requests quickly and efficiently.

Predictable, Professional, Personalized.

Online Account Management - Convenience at Your Fingertips

MyKMBS.com is a secure and comprehensive, online service management website that provides the tools to manage your fleet at your convenience 24/7. The site provides a detailed snapshot of your devices install dates, service contract coverage dates, service history and the exact location of the device, down to the floor or



department. Our clients are provided with an efficient way to request service, order supplies and automate your meter reads. Additionally, all reports can easily be downloaded directly into Microsoft Excel, providing a simple method to sort and retain data.

Customer One Guarantee “It Works or It Walks”

We are so confident in the quality of our products that we guarantee your Konica Minolta branded MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:



First two years: Replacement will be a brand new MFP

After two years: Replacement may be new or refurbished

Plus: Konica Minolta will also provide a \$1,000 rebate towards your next Konica Minolta branded MFP leased through Konica Minolta Premier Finance (KMPF) as a way to say, “We’re sorry for the inconvenience.” **

We believe the best customer experience comes from not only how our products perform and how easy they are to use, but also from giving our customers the peace of mind to know that our MFPs (Multifunction Products) are backed by one of the best guarantees in the industry. When the new Konica Minolta branded MFP arrives, you will be getting the latest technology, superior service and support, and a guarantee direct from the manufacturer. For further details and Terms & Conditions, refer to our Customer One Guarantee brochure or contact your local sales representative.

**If the equipment is replaced during the course of the lease, the customer will receive a credit of \$1,000 towards the lease of a new KM MFP, provided it is exercised within 30 days of lease expiration and the new equipment is leased through KMPF. The Customer One Guarantee does not apply to printers. Each printer has a one year warranty and extended warranties up to 3 years are available for an additional cost.

Providing unparalleled benefits that include:

Innovative Strategies - we focus on the “now” but invest in the future. By investing in innovative strategies to support The Workplace of the Future™ we create a business environment that will merge the real and digital worlds by creating intelligent, inclusive, multi-vendor platforms, that enable you to achieve their goals faster and more efficiently. We provide the ability to extract meaning from data allowing you to make better decisions and focus on business outcomes rather than on the tools used to achieve them

Managed Print Services - Did you know that printing is typically the 3rd highest office expense behind rent and payroll and 90% of companies do not know what they are spending on print? Konica Minolta’s Managed Print Services will provide the overall fleet management of your networked and local print devices. We strategically combine consulting, hardware, software implementation and workflow management unique to your business. We are committed to giving you a comprehensive action plan to support long-term goals, control costs and achieve optimal productivity.

Growth - Growth is our vision and we are achieving just that by balancing both our short term and long term goals while demonstrating industry leadership year over year. Our business transformation and acquisition strategy continually raises the level of trust by society and our clients. Our Business Innovation Centers (BICs) and investments in Enterprise Content Management (ECM) and IT Services fuel our development of new services and solutions to not

only support your current business needs but also being able to support your future needs in the ever-changing mobile and digital business environment.

Synergy and Execution - We integrate our business expertise across a variety of markets, providing disruptive technologies, value and experience. With a proven track record, our experience guides the execution of complex strategies that will optimize your business environment. We provide a variety of solution models that align with the goals of each and every client and customize to support immediate and long term goals.

Managed Print Services

Do you know your actual cost of document printing? Printing is typically the third highest office expense behind rent and payroll. Konica Minolta's Managed Print Services solution provides overall fleet management of your networked and local print devices. Reducing costs, increasing productivity, freeing IT resources and empowering you!

The Benefits of Managing your Print Behavior.....



Methodology

CONSULT

IMPLEMENT

MANAGE

We strategically combine consulting, hardware, software implementation and workflow management to give you a solution that's unique to your business.

- Identify how many devices and whether each is performing optimally
- Track how much volume is being generated per device, by department and user
- Determine how much you are spending per device and its cost-per-print
- Monitor print jobs to allocate costs and identify new ways to improve output – including digitization and automating your print workflow

Office Systems a complete line up in every segment in both color and monochrome devices. A common platform and interface with the bizhub experience.



Mid-Volume Flexible solutions for every business need. Print/copy output speeds from 25 to 75 ppm.

Light-Volume Perfect for fit for mixed MFP and desktop environments. Provides increased efficiency, wide- ranging flexibility, reduced cost and greater accuracy and accountability.

Customizable:

The bizhub MFP user interface can be customized to suit individual needs by adding or removing an application from the home screen, customizing a scanning process or displaying the functions that match small business needs or enterprise user demands.



Simplicity:

The exclusive INFOPalette design lets you drag, drop, pinch in and pinch out, rotate images and more. Most models provide the ability to preview documents before you print, reducing errors that waste time and paper.

Recognitions and Awards

We are proud to be recognized from widely respected industry organizations for our achievements as we continually demonstrate our ongoing pursuit for excellence.



Environmental Sustainability

Protecting our planet is a top priority. We pursue a broad array of environmental initiatives – eliminating pollutants, reducing energy consumption and creating products and solutions that help our clients realize their own sustainability goals and strive to assist our clients to resolve their environmental issues.

- Eco Vision 2050 - our long term environmental vision
- Solar Energy Initiative - installation of a solar panels to harness the power of the sun for pollution-free energy
- Earth Friendly Products - environmentally friendly innovations that consistently improve efficiencies in our print technologies

- EPEAT - proud to have the highest total of EPEAT points of any registered imaging equipment company in the world
- Clean Planet - program for cost-free recycling of our consumables
- Simitri® HD^E Toner - consumes less energy during production and CO₂, NO_x and Sox emissions are reduced by more than 1/3 during use
- Green Products Certification System
- Green Factory Certification System
- Green Marketing



To ensure efficient implementation of environmental management Konica Minolta is committed to the environment by operating its management systems based on ISO 14001.



Proposed Pricing

Bizhub C550i

1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO
1	7640018094	BASIC NETWORK SERVICE - BNS04
	<i>PAPER SUPPLY OPTIONS:</i>	
1	AAV5WY8	PC-216 CABINET
	<i>OUTPUT OPTIONS:</i>	
1	AAR4WYE	FS-539 SD
1	A87JWY2	RU-513 RELAY UNIT
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC
	<i>PROFESSIONAL SERVICES:</i>	
1	7640015657	BIZHUB SECURE
Total Monthly Lease		\$219.83

Cost Per Copy	Cost Per Copy
\$.04590 color	\$.00710 b&w

Please see attached Optional One Rate which replaces the need for CPC for a monthly rate of \$315.00.

The Power of OneRate

The traditional office environment is rapidly changing and both the pace and complexity of business is accelerating. To remain successful, companies must seek competitive advantage in all areas of operation, while enhancing their customer satisfaction.

Konica Minolta's innovative OneRate program addresses these needs by simplifying, streamlining and reducing costs associated with print. OneRate extends Konica Minolta's experience and expertise in a fully tailored program that lets you focus on your core business. With OneRate you get predictability, reliability, dependability, security and safety.

Predictable Accounting

In business, predictability is a valuable asset on the path to sustained success. At Konica Minolta, we strive to deliver a predictable and positive customer experience in all aspects of our business exchange. Our OneRate program is designed to provide you with maximum predictability now, and in the years to come.

Why spend time gathering and reconciling print-related usage and invoices? OneRate removes accounting tasks that are a burden to your business.

Work more efficiently and devote more time to your core activities with:

- 100% billing accuracy
- One single, consistent payment
- Predictable budget spend
- No AP reconciliation, ever
- No hidden variable costs
- No annual service escalators
- No management and reporting of meter reads

ONE consistent monthly invoice. **ONE** easy payment.
NO meter reads. **NO** overage charges. **NO** escalators. **NO** reconciliation. **NO** hassles.



Service Dependability

At Konica Minolta, we stand proudly behind our **CustomerOne Guarantee**. Our national technical service organization boasts better than 4 hour average response time in urban centres, and with OneRate, our MFPs alert us when you need toner or if service is required.

Operational Reliability

Our products are considered best-in-class for design, operability and environmental sustainability. We receive accolades year-after-year from those who know... Buyer's Lab, Good design, EnergyStar, EcoLogo and many more. Reliable performance is guaranteed, page after page, month after month.



Security and Safety

Every Konica Minolta MFP comes with bizhub SECURE – the best security service in the industry. Equipped with advanced security standards designed for healthcare and military applications, your MFP will be set-up according to your custom specifications, including hard drive encryption, password lock, automatic deletion of temporary image data and data overwrite of electronic documents on a timed basis. Our bizhub SECURE Platinum service is also available to enable TLS v1.2, network user authentication and audit logs on the MFP. Still not 'safe' enough? Ask for our Vulnerability Assessment to determine the health of your network security.



Control Printing Costs

Konica Minolta's OneRate is a simplified way to help your business control its print-related operating cost, while you focus on moving your business forward. A lot of current printing environments are patchworks of devices that aren't managed or serviced to keep up with today's business. OneRate uses ConsultApp, our secure application that provides a comprehensive health check of your printing environment. It's a simple way to help you control your print-related operating costs. Whether you are looking for a fully managed print program or simple assessment and recommendation, ConsultApp moves you confidently into tomorrow's business world.

- Right-sized MFPs for your needs
- Automated service call placement
- Automated supply delivery
- Annual business review

OneRate is an easy way to simplify your business.

Ask your Konica Minolta representative how you can reshape your workplace today!



KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD.
5875 Explorer Drive, Suite 100, Mississauga, Ontario L4W 0E1
konicaminolta.ca



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KONICA MINOLTA

bizhub 550i

Black & White A3 multifunctional



**bizhub
i-SERIES IS
SMARTER
WORKING**
RETHINK IT



Giving Shape to Ideas
319/345

CUSTOMER BENEFITS



Security

Secure network integration, data encryption, hard drive overwrite, and advanced user authentication



Productivity

Reliability, high-speed scanning and printing, combined with powerful finishing functions



Sustainability

Numerous eco features reduce energy consumption and costs



Intuitive operability

Operate the bizhub like a smartphone or tablet with fully customized user interface



Application ecosystem

Enhanced efficiency thanks to Konica Minolta's extensive applications portfolio



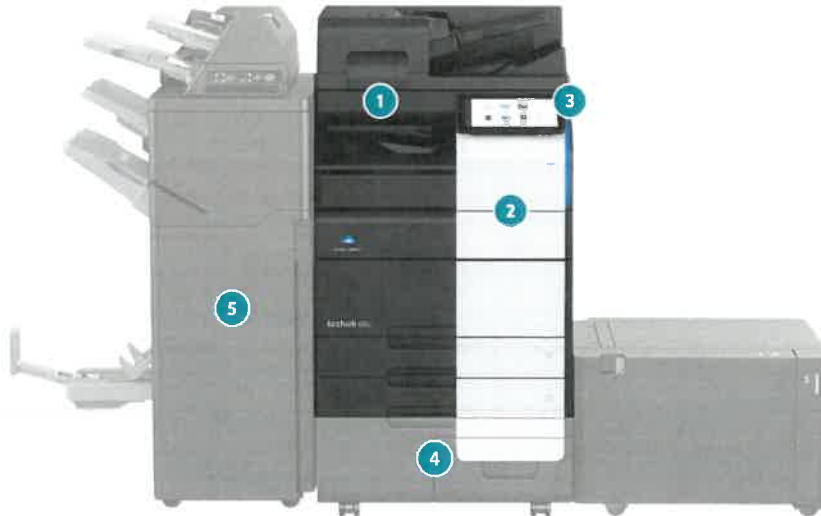
Services

Efficient printer fleet management, including automatic consumables delivery, pro-active maintenance and remote setup

OPTIONS

1 ENHANCED FEATURES

- PDF enhancements
LK-102v3
- OCR text recognition
LK-105v4
- Barcode fonts
LK-106
- Unicode fonts
LK-107
- OCR A and B fonts
LK-108
- Document converter pack
LK-110v2
- ThinPrint® client
LK-111
- Antivirus
LK-116
- FOIP IP Fax (T.38)
LK-117



2 CONNECTIVITY

- Fax board
FK-514 x2
- Wireless LAN
UK-221
- USB I/F kit
EK-608
- USB I/F kit
EK-609 OR
- Biometric authentication
AU-102
- ID card reader OR
- Mount kit
MK-735

3 OTHERS

- Working table
WT-506
- 10-Key pad
KP-102
- Security kit
SC-509
- Replacement SSD
EM-908
- Keyboard holder
KH-102

4 MEDIA INPUT

- Intelligent media sensor
IM-102
- 1x Universal tray
PC-116
- 2x Universal tray
PC-216 OR
- Large capacity tray
PC-416 OR
- Large capacity tray
PC-417 OR
- Copier desk
DK-516
- Large capacity tray
LU-302 OR
- Large capacity tray
LU-207 OR
- Banner tray
MK-730

5 MEDIA OUTPUT

- | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> Output tray
OT-513 OR Job separator
JS-508 OR | <ul style="list-style-type: none"> Inner finisher
FS-533 OR Attachment kit
MK-607 OR Punch kit for FS-533
PK-519 | <ul style="list-style-type: none"> Staple finisher
FS-539 OR Relay unit
RU-513 OR Booklet finisher
FS-539SD OR Relay unit
RU-513 OR Punch kit for FS-539/SD
PK-524 | <ul style="list-style-type: none"> Staple finisher
FS-540 OR Relay unit
RU-513 OR Booklet finisher
FS-540SD OR Relay unit
RU-513 OR Punch kit for FS-540/SD
PK-526 OR Post inverter for FS-540/SD
PI-507 OR Job separator for FS-540/SD
JS-602 OR Z-fold unit for FS-540/SD
ZU-509 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

LEGEND

- Mandatory option
- Option
- This option can only be installed with the respective option above it

FINISHING FUNCTIONALITIES



Corner stapling



Two-point stapling



Two-hole punching



Three-hole punching



Duplex



Combined mixplex/mixmedia



Half-fold



Sheet insertion



Tri-fold



Booklet



Offset sorting



Z-fold



Banner printing



Corner Stapling (offline)

DESCRIPTION

ENHANCED FEATURES

LK-102v3 PDF enhancements	PDF/A(1b), PDF encryption, digital signature
LK-105v4 OCR text recognition	Searchable PDF and PPTX
LK-106 Barcode fonts	Supports native barcode printing
LK-107 Unicode fonts	Supports native Unicode printing
LK-108 OCR A and B fonts	Supports native OCR A and B font printing
LK-110v2 Document converter pack	Generates various file formats incl. DOCX, XLSX and PDF/A
LK-111 ThinPrint® client	Print data compression for reduced network impact
LK-116 Antivirus	Bitdefender® antivirus provides real time scanning of all incoming and outgoing data
LK-117 FOIP activation	Fax over IP networks (T.38), requires fax kit

CONNECTIVITY

FK-514 Fax board	Super G3 fax, digital fax functionality
UK-221 Wireless LAN	Wireless LAN and wireless LAN Access Point Mode
EK-608 USB I/F kit	USB keyboard connection
EK-609 USB I/F kit	USB keyboard connection; Bluetooth
AU-102 Biometric authentication	Finger vein scanner
ID card reader	Various ID card technologies
MK-735 Mount kit	Installation kit for ID card reader

OTHERS

WT-506 Working table	Authentication device placement
KP-102 10-Key pad	For use instead of touchscreen
SC-509 Security kit	Copy guard function
EM-908 Replacement SSD	1 TB SSD to increase storage space
KH-102 Keyboard holder	To place USB keyboard

MEDIA INPUT

IM-102 Intelligent media sensor	Auto detects paper weight and type
PC-116 1x Universal tray	500 sheets, 5.5" x 8.5" - 11" x 17" / 52-256 g/m ²

MEDIA INPUT

PC-216 2x Universal tray	2x 500 sheets, 5.5" x 8.5" - 11" x 17" / 52-256 g/m ²
PC-416 Large capacity tray	2,500 sheets, 8.5" x 11" / 52-256 g/m ²
PC-417 Large capacity tray	1,500 + 1,000 sheets, 5.5" x 8.5" or 8.5" x 11" / 52-256 g/m ²
LU-302 Large capacity tray	3,000 sheets, 8.5" x 11" / 52-256 g/m ²
LU-207 Large capacity tray	2,500 sheets, 8.5" x 11" - 12" x 18" / 52-256 g/m ²
MK-730 Banner tray	Multipage banner feeding

MEDIA OUTPUT

OT-513 Output tray	Output tray used instead of finisher
JS-508 Job separator	Separation of fax output; etc.
FS-533 Inner finisher	50-sheet stapling, 500 sheets max. output
MK-607 Attachment kit	For FS-533 Installation
PK-519 Punch kit for FS-533	2/3-hole punching, auto switching
FS-539 Staple finisher	50-sheet stapling; 3,200 sheets max. output
FS-539SD Booklet finisher	50-sheet stapling; 20 sheets booklet finisher; 2,200 sheets max. output
PK-524 Punch kit for FS-539/SD	2/3-hole punching; auto switching
FS-540 Staple finisher	100 sheets stapling; 3,200 sheets max. output
FS-540SD Booklet finisher	100 sheets stapling; 20 sheets booklet finisher; 2,700 sheets max. output
PK-526 Punch kit for FS-540/SD	2/3-hole punching; auto switching
RU-513 Relay unit	For FS-539/SD or FS-540/SD installation
JS-602 Job separator for FS-540/SD	Separation of fax output; etc.
PI-507 Post inserter for FS-540/SD	Cover insertion; post finishing
ZU-609 Z-fold unit for FS-540/SD	Z-fold for 11" x 17" prints

TECHNICAL SPECIFICATIONS

SYSTEM SPECIFICATIONS

System speed 8.5" x 11"	Up to 55 ppm
System speed 11" x 17"	Up to 27 ppm
Autoduplex speed 8.5" x 11"	Up to 55 ppm
1st page out time 8.5" x 11"	3.3 sec.
Warm-up time	Approx. 14 sec. ¹
Imaging technology	Laser
Toner technology	Simitri® HD polymerized toner
Panel size/resolution	10.1" / 1024 x 600
System memory	8,192 MB (standard/max)
System hard drive	256 GB SSD (standard) / 1 TB SSD (optional)
Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n/ac (optional)
Network protocols	TCP/IP (IPv4/IPv6); SMB; LPD; IPP; SNMP; HTTP(S)
Automatic document feeder	Up to 300 originals / 5.5" x 8.5" - 11" x 17" / 35-210 g/m ² / Dual scan ADF
ADF double feed detection	Standard
Printable paper size	3.5" x 5.5" - 12" x 18" / customized paper sizes / banner paper max. 47.2" x 11.7"
Printable paper weight	52-300 g/m ²
Paper input capacity	1,150 sheets / 6,650 sheets (standard/max)
Paper tray input (standard)	1 x 500 / 3.5" x 5.8" - 11" x 17" / custom sizes / 52-256 g/m ² 1 x 500 / 5.5" x 8.5" - 12" x 18" / custom sizes / 52-256 g/m ²
Paper tray input (optional)	1 x 500 / 5.5" x 8.5" - 11" x 17" / 52-256 g/m ² 2 x 500 / 5.5" x 8.5" - 11" x 17" / 52-256 g/m ² 1 x 2,500 / 8.5" x 11" / 52-256 g/m ² 1 x 1,500 + 1 x 1,000 sheets / 5.5" x 8.5" or 8.5" x 11" / 52-256 g/m ²

SYSTEM SPECIFICATIONS

Large capacity tray (optional)	1 x 3,000 / 8.5" x 11" / 52-256 g/m ² 1 x 2,500 / 8.5" x 11" - 12" x 18" / custom sizes / 52-256 g/m ²
Manual bypass	150 sheets / 3.5" x 5.5" - 12" x 18" / custom sizes / banner / 60-300 g/m ²
Finishing modes (optional)	Offset; Group; Sort; Staple; Staple (offline); Punch; Half-fold; Letter-fold; Booklet; Post insertion; Z-fold
Automatic duplexing	4.1" x 5.5" - 12" x 18" / 52-256 g/m ²
Output capacity	Up to 250 sheets / up to 3,300 sheets (standard/max)
Stapling	Max. 100 sheets or 98 sheets + 2 cover sheets (up to 300 g/m ²)
Stapling output capacity	Max. 200 sets
Letter fold	Max. 3 sheets
Letter fold capacity	Max. 50 sets; unlimited (without tray)
Booklet	Max. 20 sheets or 19 sheets + 1 cover sheet (up to 300 g/m ²)
Booklet output capacity	Max. 35 booklets; unlimited (without tray)
Duty cycle (monthly)	Rec. 50,000 pages; Max. ² 200,000 pages
Toner lifetime	Black up to 24,000 pages
Imaging unit lifetime	Black up to 240,000/1,000,000 pages (drum/developer)
Power consumption	220-240 V / 50/60 Hz; Less than 2.00 kW
System dimension (W x D x H)	24.2" x 27.1" x 37.8" (without options)
System weight	Approx. 220 lb (without options)

PRINTER SPECIFICATIONS

Print resolution	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi
Page description language	PostScript 3 (CPSI 3016); PCL 6 (XL3.0); PCL 5c; XPS
Operating systems	Windows 7 (32/64); Windows 8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Linux
Printer fonts	80 PCL Latin; 137 PostScript 3 Emulation Latin
Mobile printing	Konica Minolta Print Service (Android); Konica Minolta Mobile Print (iOS/Android); AirPrint (iOS); Mopria (Android) optional: WiFi Direct

SCANNER SPECIFICATIONS

Scan speed	Up to 140 ipm in simplex (mono) Up to 280 ipm in duplex (mono)
Scan resolution	Up to 600 x 600 dpi
Scan modes	Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-DPWS; Scan-to-URL; TWAIN scan
File formats	JPEG; TIFF; PDF; Compact PDF; Encrypted PDF; XPS; PPTX optional: Searchable PDF; PDF/A 1a and 1b; Searchable DOCX/PPTX/XLSX
Scan destinations	2,000 destinations + 100 groups; LDAP support

COPIER SPECIFICATIONS

Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1-9,999
Original format	Max. 11" x 17"
Magnification	25-400% in 0.1% steps; Auto-zooming

FAX SPECIFICATION

Fax standard	Super G3 (optional)
Fax transmission	Analog; i-Fax; Color i-Fax; IP-Fax
Fax resolution	Up to 600 x 600 dpi
Fax compression	MH; MR; MMR; JBIG
Fax modem	Up to 33.6 Kbps
Fax destinations	2,000 single + 100 groups

USER BOX SPECIFICATIONS

Storable documents	Up to 3,000 documents or 10,000 pages
Type of user boxes	Public; Personal (with password or authentication); Group (with authentication)
Type of system boxes	Secure print; Encrypted PDF print; Fax receipt; Fax polling

SYSTEM FEATURES

Security	ISO 15408 HCD-PP Common Criteria (in evaluation); IP filtering and port blocking; SSL3 and TLS1.0/1.1/1.2 network communication; IPsec support; IEEE 802.1x support; User authentication; Authentication log; Secure print; Kerberos; Hard drive overwrite; Hard drive data encryption (AES 256); Confidential fax; Print user data encryption optional: Antivirus real-time scanning (Bitdefender®); Copy protection (Copy Guard, Password Copy)
Accounting	Up to 1,000 user accounts; Active Directory support (user name + password + e-mail + smb folder); User function access definition; Authentication by mobile device (Android) optional: Biometric authentication (finger vein scanner); ID card authentication (ID card reader); Authentication by mobile device (iOS)
Software	Net Care Device Manager; Data Administrator; Box Operator; Web Connection; Print Status Notifier; Driver Packaging Utility; Log Management Utility

¹ Warm-up time may vary depending on the operating environment and usage

² If the maximum volume is reached within a period of one year, then a maintenance cycle must be performed

- All specifications refer to 8.5" x 11"-size paper of 80 g/m² quality.
- The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of 8.5" x 11"). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.
- All brand and product names may be registered trademarks or trademarks of their respective holders and are hereby acknowledged.



For complete information on Konica Minolta products and solutions,
please visit: CountOnKonicaMinolta.com

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KONICA MINOLTA
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CountOnKonicaMinolta.com



Item #: 550ISS
8/2020-Z

SERVICE LEVEL AGREEMENT

1.. Performance Standards / Fleet Uptime

a. Response time:

- i. Service call telephone response shall be within one (1) business hours of receipt of the service call.**
- ii. Service call on-site response shall be within an average of four (4) business hours of receipt of call for all Customer locations serviced by a branch or within 50 miles of an authorized dealer.**
- iii. Remote locations outside this radius will be responded to, on-site, within an average of six (6) business hours from call placement.**
- iv. Service call on-site for any KMBS printers shall be the next business day.**

b. KMBS service standards will provide an average quarterly fleet uptime of 95%.

The KMBS definition of uptime is based on full equipment availability producing quality output. Uptime Average is calculated as $[(\text{Availability Hours}) - (\text{Downtime})] / (\text{Availability Hours})$ with the product rounded down to the nearest whole number.

- i. "Availability Hours" shall mean the number of Business Hours per calendar month that the equipment is on-site, operating according to specifications, and fully available for use by the Customer. "Business Hours" include the time between 8:00 a.m. and 5:00 p.m. (local time), Monday through Friday, excluding KMBS holidays.**
- ii. "Downtime" shall mean the number of business hours in any calendar month during which an item of Hardware, maintained hereunder, is inoperative during the month and such inoperability is not due to misuse, fire, or using the Hardware in a manner other than its intended uses. Downtime is calculated from the point in time when KMBS receives the service request for Hardware that cannot perform its functions until such time as the equipment is operating per KMBS specifications. Downtime includes machine-repair time and response time when the Hardware is inoperative. Downtime excludes preventive maintenance, equipment move time, time consumed in producing usable copies, or maintenance service rendered due to user misuse or for non-payment.**

2. Customer One Guarantee

For equipment covered by this Guarantee under full continuous maintenance coverage from the date of installation, and for up to a maximum of five (5) years, KMBS shall offer a Customer One Guarantee which states:

- a. Should covered equipment be out of service, due to maintenance needs, for more than sixteen (16) consecutive business hours, or if a production print unit is out of service for more than 24 hours, KMBS shall provide a loaner unit of similar capabilities upon your request.**

- b. Any unit that KMBS determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge, Replacement shall be a new MFP device within the first two (2) years of installation and the replacement unit thereafter may be other than new.
- c. Customer owned non-KMBS assets, subject to a Managed Print Service contract supplement are not covered by this Customer One Guarantee.

3.. **Data Security and Hard Drive Sanitization**

- a. At install, the bizhub SECURE option may be available per unit for new KMBS equipment acquired under this Agreement. Value-added security functions can be enabled to:
 - i. Hard drive encryption
 - ii. Hard drive lock password
 - iii. Automatic deletion of temporary image data
 - iv. Data overwrite of electronic documents on a timed
- b. At end of term, for KMBS equipment only, KMBS shall offer the following options, upon written request and authorization from Customer::
 - (i) **As-is disposal**
Equipment will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
 - (ii) **In-place data cleaning**
Where available, a KMBS field engineer will perform a "data overwrite" of the hard drive using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration. Cost is prevailing hourly rate in effect at time of request.
 - (iii) **Hard Drive replacement and return**
At the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the Customer. A replacement hard drive will be installed and re-initialized with the generic device control programs. Availability of this option depends on model and configuration. Cost is prevailing hourly rate in effect at time of request plus the replacement cost for the hard drive.

4. . **Account Management and Reporting**

- a. Corporate review meetings are to be held quarterly with Customer and KMBS account management teams.
- b. KMBS will provide metric reporting to be agreed upon during implementation.



KONICA MINOLTA

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Public Records Confidential Bid Material

Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law.

Konica Minolta has marked the following section as Confidential:

- References

A black out copy has been provided.

REFERENCES

"Confidential"

1. AGENCY/COMPANY NAME:	[REDACTED]
ADDRESS:	[REDACTED]
CONTACT PERSON:	[REDACTED]
PHONE NUMBER:	[REDACTED]
LENGTH OF CONTRACT:	[REDACTED]
E-MAIL:	[REDACTED]
FAX NUMBER:	[REDACTED]
NUMBER OF YEARS:	[REDACTED]
TYPE OF SERVICE PROVIDED:	[REDACTED]

2. AGENCY/COMPANY NAME:	[REDACTED]
ADDRESS:	[REDACTED]
CONTACT PERSON:	[REDACTED]
PHONE NUMBER:	[REDACTED]
LENGTH OF CONTRACT:	[REDACTED]
E-MAIL:	[REDACTED]
FAX NUMBER:	[REDACTED]
NUMBER OF YEARS:	[REDACTED]
TYPE OF SERVICE PROVIDED:	[REDACTED]

3. AGENCY/COMPANY NAME:	[REDACTED]
ADDRESS:	[REDACTED]
CONTACT PERSON:	[REDACTED]
PHONE NUMBER:	[REDACTED]
LENGTH OF CONTRACT:	[REDACTED]
E-MAIL:	[REDACTED]
FAX NUMBER:	[REDACTED]
NUMBER OF YEARS:	[REDACTED]
TYPE OF SERVICE PROVIDED:	[REDACTED]

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: December 2, 2021

**SUBJECT: RESCIND RESOLUTION NO. 532 AND ADOPT
RESOLUTION NO. 695 BOARD OF DIRECTORS
DECORUM AND NORMS POLICY FOR ELECTED
OFFICIALS**

SUMMARY

The Board of Directors is charged with taking appropriate, necessary, and timely action to maintain the Pleasant Valley Recreation and Park District. Although the District is obligated to comply with various state laws; decorum and norms are voluntary and nonbinding unless the District establishes its own regulations. The proposed policy is intended to set forth to clarify the best practices for Board conduct of civic affairs.

BACKGROUND

The Policy Committee reviews the Board Bylaws and District's policies setting compensation, reimbursement of Board member expenses, providing for ethics training, and related matters. The District is obligated to comply with several states laws, in particular Public Resource Code Section 5784.13 and Government Code Section 54954(a), governing all aspects of the management and operation of Special Districts.

On August 6, 2014, the Board adopted Resolution 532 to establish a "Statement of Director Conduct, Values, and Norms".

The Policy Committee has reviewed the District's various individual policies and determined that it would expand upon these items which can currently be found in Resolution No. 532. Except for those decorum/norms that are imposed by state law, these norms are voluntary and non-binding.

As part of the District's past Five-Year Strategic Plan, the Board identified the desire to obtain a Special District Leadership Foundation (SDLF) District Transparency Certificate of Excellence. In order to obtain this certificate, the District in 2014 met a series of requirements to include adoption of a Code of Ethics/Values/Norms or Board Conduct policy or resolution. The District also received a recertification in June of 2021.

The Policy Committee has worked with staff to prepare the proposed Board Decorum and Norms Policy for Elected Officials which is attached and designed to replace and expand upon the items addressed in Resolution No. 532. The new policy describes the manner in which Board members should treat one another, District staff, constituents, and others they come into contact with when representing the Pleasant Valley Recreation and Park District. This policy is to assure public confidence in the integrity of local government and its effective and fair operation.

District staff met with the Policy Committee to discuss the parameters of a Board decorum policy. The first draft was provided to the District Board for review and discussion on June 6, 2021. The Board provided input and referred the item back to the Policy Committee. The attached Policy was updated to address comments received on June 6th.

ANALYSIS

The Policy reflects the consideration of a wide variety of themes designed to make public meetings and the process of governance run more smoothly. Norms are developed by the District Board as an aspiration statement focusing on civility, courtesy, and decorum. The principal purpose of the policy is to “establish or uphold procedures and behavior that win the trust of the public by promoting efficient, productive and civil interactions between Board members, staff, and constituents.

The effective functioning of government requires that Board members: gather information and knowledge, promote organizational accountability through appropriate controls and procedures, keep the common good as the highest purpose and focus on achieving constructive solutions for the public benefit, create an atmosphere of respect and civility; keep a long-range perspective, exercising compassion, kindness, integrity, fairness and respect for others; hold to the highest standards of ethical and professional conduct and be prepared to make decisions that may not be popular.

This Policy is intended to assist the Board to function as a team, to work in a coordinated and collaborative manner to address its various and numerous responsibilities and District-related matters. This document is a “living document” and can be revised by the District Board, as appropriate.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with approval of the Board of Directors Decorum and Norms Policy for Elected Officials.

RECOMMENDATION

It is recommended the Board of Directors rescind Resolution No. 532 and adopt Resolution No. 695 Board of Directors Decorum and Norms Policy for Elected Officials or discuss and direct staff to revise and bring the Policy back after addressing any needed revisions for formal Board approval at a later Board meeting.

ATTACHMENTS

- 1) Board of Directors Decorum and Norms Policy for Elected Officials (6 pages)
- 2) Board Decorum and Norms Policy for Elected Officials – Redline (6 pages)
- 3) Resolution No. 532 (2 pages)
- 4) Resolution No. 695 (2 pages)

The Board of Directors of the Pleasant Valley Recreation and Park District (the District) is committed to providing excellence in legislative leadership to provide the highest quality of services and facilities to constituents. It is the overall responsibility of the Board to:

- Gather information and knowledge.
- Promote organizational accountability through appropriate controls and procedures.
- Keep the common good as the highest purpose and focus on achieving constructive solutions for the public benefit by listening to the public and making the needs of the constituents a priority.
- Help create an atmosphere of respect and civility where individual members, staff, and the public are free to express their ideas and work to their full potential.
- Keep a long-range perspective.
- Exercising compassion, kindness, integrity, fairness and respect for others.
- Hold to the highest standards of ethical and professional conduct in the performance of its duties.
- Be prepared to make decisions that may not be popular.

GENERAL PRINCIPLES

1. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the District Board governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the District Board by District staff.
2. **Policy Role of Board Members.** In this structure, the majority of the Board members determine the policies of the District with advice, information and analysis provided by the public, committees, and District staff. The General Manager, through District staff, implements District policy. Routine matters concerning the operational aspects of the District shall be delegated to the District's professional staff.
3. **Responsibility.** Represent and work for the common good of the District and not for any personal or private interest as well as provide fair treatment for all persons and matters coming before the Board or committee. A person elected to the Board plays two roles: a member of a body elected to represent the District in its entirety and a private resident of the District. The second role is not relinquished when the first role is assumed. It is important to distinguish between the two roles at all times and to conduct business in one role separately from the other. The elected Board member retains the right to speak as an individual, not as a member of the District Board, but must make it very clear that they speak on their own behalf, and not as a member of the District Board, when speaking as an individual.
4. **Tolerant.** Refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics or morals of other members of the committee, Board, District staff, or the public or other personal comments not germane to the issues before the body. Members are to be tolerant of all views expressed at public meetings.
5. **Decision-Making Process.** Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being unpleasant. Once the Board takes action, Directors should support said action and not create barriers to the implementation of said action.

6. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Board, committees, the staff and/or public. Cliques and voting blocs based on personalities rather than issues should be avoided.
7. Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.
8. Laws. Each member of the Board shall comply with all laws of the nation, State of California, including those relating to but not limited to open meetings, public records, and conflicts of interest, and other laws regulating the performance of their public duties.
9. Confidential Information. Members shall respect the confidentiality of information concerning the property, personnel or affairs of the District. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests held pursuant to laws.

PUBLIC MEETINGS

1. The Chair of the Board is the presiding officer at the Board's meetings. The Board Chair oversees Board deliberation to move the Board to final action on each item. In the Chair's absence, the Vice Chair is the presiding officer.
2. Conduct of Public Meetings. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings. Board members must refrain from engaging in a dialogue with members of the public during public comments on non-agenda items.
3. The Board Chair controls the meeting and discourages personal attacks of any kind from speakers and the audience by encouraging them to productively address the issues at hand when it is their turn to speak.
4. Board members should, if possible, avoid surprising their colleagues or staff. Should a Board member become aware of an unexpected issue that may be brought up by a member of the public or need further clarification on a District-related item at a Board meeting, committee meeting, or ad hoc meeting, they should advise the General Manager whenever possible, prior to the meeting. This allows Staff the time to address Board Member's concern and provide all Board Members with additional information.
5. Board members shall perform their duties in accordance with the processes and rules of order established by the District Board and committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the District Board by District staff.

6. Board members should demonstrate effective problem-solving approaches as Board members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

BOARD MEMBER INTERACTION AND COMMUNICATION

The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs and accomplishing the mission and vision of the District.

1. Board members should be sensitive to the negative impact that inappropriate conduct has on the public perception of the District. Board members should be mindful of the fact that they are representatives of the District in all their public and private activities/encounters.
2. When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel.
3. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations. Members have a responsibility to show how individuals with disparate points of view can find common ground and seek compromise that benefits the community as a whole.
4. Elected and appointed officials are always on display and should act accordingly in all private and public interactions in order to uphold a positive image and set an example of good conduct.
5. Technology allows words written or said without much forethought to be distributed wide and far. Written notes, voicemail messages and e-mail should be treated as potentially "public" communication. Hence, Board members must maintain a respectful decorum, and avoid personal attacks during public meetings, in the press, social media, or at any other time.
6. Each Board member has the responsibility to initiate action to resolve problems cooperatively and as soon as possible, either directly with other Board members or with the General Manager.
7. Make no promises on behalf of the Board of Directors. No individual Board member has the authority to represent or make commitments on behalf of the District Board. It is inappropriate to overtly or implicitly promise Board action, or to promise District staff will do something specific.
8. Members must maintain the confidentiality and not release any written materials(documents) and verbal (discussions) information provided to members which is confidential or privileged such as information provided in or for closed session. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, or financial interests. The privilege is held by the Board, not individual members of the Board.

BOARD MEMBERS INTERACTION WITH STAFF

Governance of the District relies on the cooperative efforts of elected officials, who set policy, and District staff who implement and administer the District's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community. To accomplish this, Directors shall:

1. Treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
2. Develop a working relationship with the General Manager wherein current issues, concerns and District projects can be discussed comfortably and openly.
3. Not get involved in administrative functions. Elected officials acting in their individual capacity must not attempt to influence District staff on awarding of contracts, selecting of consultants, processing of applications, or granting of District and permits.
4. Refer complaints received by residents and property owners of the District to the General Manager.
5. Make all special requests of staff through the General Manager. However, should a Director seek clarification on informational items, Directors may contact the appropriate staff person directly to obtain information needed to supplement, upgrade, or enhance their knowledge to improve the decision-making process.
6. Report items related to safety, concerns for safety or hazards to the General Manager or to the District office. Emergency situations should be dealt with immediately by seeking appropriate assistance.
7. In seeking clarification for policy-related concerns, especially those involving personnel, legislation, finances, projects and programs, contact the General Manager directly.
8. No Attorney-Client Relationship. The District's Attorney (and other members of that firm) represent the District, not individual Directors such that Directors who consult with the District's Attorney do not establish an attorney-client relationship with the attorney.

ELECTIONS

Campaigning can sometimes be the cause of a serious breakdown of communications and trust between District Board members. To minimize the potential for such a breakdown, it is best for participants in a campaign, whether candidate or supporter, to abide by some ground rules of fairness.

1. It is never fair to misrepresent the facts of a candidate's record, or to make other assertions that are simply not true or accurate in fact.
2. If a Board member decides to actively support the opponent of a fellow Board member, it is a matter of courtesy to advise that Board member personally at an appropriate time before going public.
3. Board members agree to abide by the Code of Fair Campaign Practices, whether they are a candidate or not. The Code of Fair Campaign Practices can be found in the California Elections Code, Section, 20440. There are basic principles of decency, honesty, and fair play in conducting a fair campaign.
4. Board members agree to abide by the regulations issued by the Fair Political Practices Commission (FPPC). A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the District's General Counsel and reasonably cooperate with General Counsel to analyze the potential conflict. If advised by General Counsel to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until they have requested and received advice allowing the member to participate. Any conflict of interest item under legal review would be moved to the next Board meeting upon completion of review.
5. Board members have the right to endorse candidates for all District seats or other elected offices. However, it is inappropriate to mention or display endorsements during Board meetings, committee meetings, or other official District meetings or functions.
6. Board members and candidates for Board positions must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from District staff while staff are on duty or utilizing District resources. District staff may, as private citizens, exercise their constitutional rights to support political candidates, but will be guided by internal staff documents.

ENFORCEMENT

The Board of Directors Decorum and Norms for Elected Officials is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the District. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

Every District official is expected to observe the foregoing policies and rules when engaged in District business.

Complaints alleging a violation of this Code of Conduct by a District official should be directed to the General Manager and/or the District's General Counsel. Upon receipt of a complaint of a minor nature, the General Manager and the District's attorney will advise the Board of the Board's options to determine a recommend course of action. The General Manager and the District's attorney will, should they fail to resolve the complaint, or should the complaint be of a serious nature, consult with the Chairperson (unless the Chairperson is the subject of the complaint, in which event they will consult with the Vice Chairperson or other Board members, in order of seniority, as is appropriate under the circumstances) in order to determine an appropriate course of action.

The goal of enforcement of this Code of Conduct is corrective, rather than penal, and a progressive approach to curing violations will be employed beginning with informal methods and proceeding to more formal methods as necessary. Hence, should less drastic measures fail to curb inappropriate conduct by a District Board member, the Board may in a public meeting, as an agenda item, impose one or more of the following sanctions:

- Reprimand
- Censure
- Loss of committee or liaison assignments
- Removal from an appointed committee, commission or board
- Other penalties as may be applicable under the circumstances

The Board of Directors of the Pleasant Valley Recreation and Park District (the District) is committed to providing excellence in legislative leadership to provide the highest quality of services and facilities to constituents. It is the overall responsibility of the Board to:

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3. Responsibility. Represent and work for the common good of the District and not for any personal or private interest as well as provide fair treatment for all persons and matters coming before the Board or committee. In keeping with their role as stewards of the public interest, members of the Board shall not appear on behalf of the private interests of third parties before the Board, nor shall members of the Board, appear before their own bodies on behalf of a private interests of third parties on matters related to the areas of service of their bodies. A person elected to the Board plays two roles: a member of a body elected to represent the District in its entirety and a private resident of the District. The second role is not relinquished when the first role is assumed. It is important to distinguish between the two roles at all times and to conduct business in one role separately from the other. The elected Board member retains the right to speak as an individual, not as a member of the District Board, but must make it very clear that they speak on their own behalf, and not as a member of the District Board, when speaking as an individual.
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allows Staff the time to address Board Member's concern and provide all Board Members with additional information.

5. Board members shall perform their duties in accordance with the processes and rules of order established by the District Board and committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the District Board by District staff.
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4. Elected and appointed officials are always on display and should act accordingly in all private and public interactions in order to uphold a positive image and set an example of good conduct. ~~—their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.~~
5. Technology allows words written or said without much forethought to be distributed wide and far. Written notes, voicemail messages and e-mail should be treated as potentially "public" communication. Hence, Board members must maintain a respectful decorum, and avoid personal attacks during public meetings, in the press, social media, or at any other time.
6. Each Board member has the responsibility to initiate action to resolve problems cooperatively and as soon as possible, either directly with other Board members or with the General Manager.

7. Make no promises on behalf of the Board of Directors. No individual Board member has the authority to represent or make commitments on behalf of the District Board. It is inappropriate to overtly or implicitly promise Board action, or to promise District staff will do something specific.

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3. Not get involved in administrative functions. Elected officials acting in their individual capacity must not attempt to influence District staff on awarding of contracts, selecting of consultants, processing of applications, or granting of District and permits.
4. Refer complaints received by residents and property owners of the District to the General Manager.

~~5. Make all special requests of staff through the General Manager.~~

6.5. Make all special requests of staff through the General Manager. However, should a Director seeking clarification on informational items, Directors may contact the appropriate staff person directly to obtain information needed to supplement, upgrade, or enhance their knowledge to improve the decision-making process.

7.6. Report items related to safety, concerns for safety or hazards to the General Manager or to the District office. Emergency situations should be dealt with immediately by seeking appropriate assistance.

~~8.7.~~In seeking clarification for policy-related concerns, especially those involving personnel, legislation, finances, projects and programs, contact the General Manager directly.

~~9.8.~~No Attorney-Client Relationship. The District's Attorney (and other members of that firm) represent the District, not individual Directors such that Directors who consult with the District's Attorney do not establish an attorney-client relationship with the attorney.

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2. If a Board member decides to actively support the opponent of a fellow Board member, it is a matter of courtesy to advise that Board member personally at an appropriate time before going public.
3. ~~Board members agree to abide by the Code of Fair Campaign Practices, whether they are a candidate or not. The Code of Fair Campaign Practices can be found in the California Elections Code, Section, 20440. There are basic principles of decency, honesty, and fair play in conducting a fair campaign. Campaign dirty tricks, such as disrupting an opponent's event, removing or defacing signs, or removing flyers delivered door to door, must never be permitted or condoned.~~
4. ~~Board members agree to abide by the regulations issued by the Fair Political Practices Commission (FPPC). A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the District's General Counsel and reasonably cooperate with General Counsel to analyze the potential conflict. If advised by General Counsel to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until they have requested and received advice allowing the member to participate. Any conflict of interest item under legal review would be moved to the next Board meeting upon completion of review. Code of Fair Campaign Practices, whether they are a candidate or not. The Code of Fair Campaign Practices can be found in the California Elections Code, Section 20440.~~
- ~~5.4.~~
- ~~6.5.~~Board members have the right to endorse candidates for all District seats or other elected offices. However, it is inappropriate to mention or display endorsements during Board meetings, committee meetings, or other official District meetings or functions.
- ~~7.6.~~Board members and candidates for Board positions must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from District staff while staff are on duty or utilizing District resources. District staff may, as private citizens, exercise their constitutional rights to support political candidates, but ~~all such activities must be done away from the workplace.~~ will be guided by internal staff documents.

ENFORCEMENT

The Board of Directors Decorum and Norms for Elected Officials is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the District. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

Every District official is expected to observe the foregoing policies and rules when engaged in District business.

Complaints alleging a violation of this Code of Conduct by a District official should be directed to the General Manager and/or the District's General Counsel. Upon receipt of a complaint of a minor nature, the General Manager and the District's attorney will advise the Board of the Board's options to determine a recommend course of action. The General Manager and the District's attorney will, should they fail to resolve the complaint, or should the complaint be of a serious nature, consult with the Chairperson (unless the Chairperson is the subject of the complaint, in which event they will consult with the Vice Chairperson or other Board members, in order of seniority, as is appropriate under the circumstances) in order to determine an appropriate course of action.

The goal of enforcement of this Code of Conduct is corrective, rather than penal, and a progressive approach to curing violations will be employed beginning with informal methods and proceeding to more formal methods as necessary. Hence, should less drastic measures fail to curb inappropriate conduct by a District Board member, the Board may in a public meeting, as an agendized item, impose one or more of the following sanctions:

- Reprimand
- Censure
- Loss of committee or liaison assignments
- Removal from an appointed committee, commission or board
- Other penalties as may be applicable under the circumstances

RESOLUTION NO. 532

RESOLUTION OF THE BOARD OF DIRECTORS PLEASANT VALLEY RECREATION AND PARK DISTRICT CAMARILLO, CALIFORNIA STATEMENT OF DIRECTOR CONDUCT, VALUES AND NORMS

WHEREAS, the Board accordingly desires to establish a Statement of Director Conduct, Values and Norms to be observed in order to assist in the governance of the District and provide commitment to excellent local government leadership to serve the community with high quality parks and programs;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby establishes the following Director Conduct, Values and Norms:

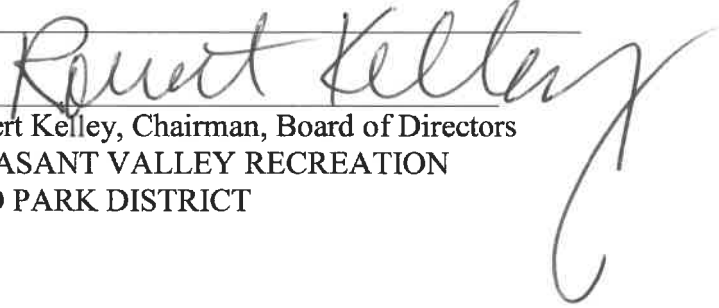
- Act ethically and with integrity, demonstrating the highest standards of honesty.
- Treat members of the public, staff and other board members with respect, courtesy, honesty and fairness.
- Contribute to a harmonious, safe and productive work environment by promoting a professional workplace that is safe, productive, and free from bullying or harassment.
- Serve the government of the day by fulfilling our purpose and statutory requirements.
- Respect the dignity, style, values and opinions of each Director, staff and community. Understand that differing viewpoints are healthy in the decision making process.
- Focus on the formulation of policy. Routine matters concerning the operational aspects of the District are to be delegated and managed by the General Manager to professional staff of the District.
- The work of the district is a team effort. All individuals shall work together as a team and in a collaborative process assisting each other in conducting the affairs of the District.
- Uphold a positive image and representation of the District through communication with, but not limited to community members, media outlets and staff.
- Directors shall prepare themselves accordingly for meetings, thoroughly reading material and asking professional staff when clarification is needed.
- Promote orderly conduct of District meetings.
- The General Manager or designee is the spokesperson for the District when media or external organization requests are made.
- Adhere to the District's Conflict of Interest Code.
- On behalf of the common good, Directors shall not use their official position to influence government decisions which may give the appearance of a conflict of interest.
- Place the best interest of the District above the Director's own personal interests or personal points of view.
- Remain informed about the District's mission statement, strategic plan and operational performance.
- Ensure the District has the necessary financial and human resources including the necessary leadership, required for the District to achieve its mission.
- Comply with applicable provisions of the Ralph M. Brown Act in all proceedings of the District Board and its Committees.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 6th day of August, 2014, by the following vote:

AYES: Dir. MAGNER, Dir. Dixon, Dir. Maloy, Dir. Kelley

NAYS: _____

ABSENT: Dir. Mishler



Robert Kelley, Chairman, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:



Neal Dixon, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

RESOLUTION NO. 695

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ADOPTING A BOARD OF DIRECTORS DECORUM AND NORMS POLICY
FOR ELECTED OFFICIALS**

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to prudent management of public finances; and,

WHEREAS, the District Policy Committee reviewed and made recommendations regarding the specified Board of Directors Decorum and Norms Policy for Elected Officials for the District as set forth in this resolution; and

WHEREAS, the Board of Directors has reviewed the proposed “Board of Directors Decorum and Norms Policy for Elected Officials” attached hereto;

NOW, THEREFORE, the Board of Directors of Pleasant Valley Recreation and Park District does hereby RESOLVE and ORDER as follows:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Adoption of Updated Policy. The Board of Directors approves and adopts the policy entitled “Board of Directors Decorum and Norms Policy for Elected Officials” set forth, attached hereto, and directs that the policy be indicated as approved on December 2, 2021.

Section 3: Repeal of Prior Resolutions. This Resolution No. 695 supersedes any prior District resolution pertaining to the approval of investment, and any such prior resolution is hereby repealed in its entirety.

Section 4. Periodic Review. The Board of Directors directs the General Manager to review the Board of Directors Decorum and Norms Policy for Elected Officials periodically and present any revisions to the Board of Directors for modifications as may be necessary.

Section 5. Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this second day of December 2021, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Board Chair
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Elaine Magner, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: December 2, 2021

**SUBJECT: SELECTION OF CHAIR, VICE-CHAIR AND
SECRETARY FOR THE 2022 BOARD OF DIRECTORS**

BACKGROUND

Annually, the Board of Directors selects one of its members to serve as Chair to run Board meetings and be the primary speaker on behalf of the District at various functions throughout the year. The Vice-Chair is the Director called upon to perform the duties of the Chair should the Chair be unavailable. The Secretary primarily signs documents approved by the Board of Directors. New positions become effective immediately after voting and Board approval.

FISCAL IMPACT

There is no fiscal impact with this item.

RECOMMENDATION

It is recommended the Board of Directors select three Directors to serve in the positions of Chair, Vice-Chair and Secretary for 2022.

ATTACHMENTS

- 1) Nomination Sheets for 2022 Chair, Vice-Chair and Secretary Positions (3 pages)



Pleasant Valley Recreation & Park District

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

BOARD OF DIRECTORS
MARK MALLOY
ROBERT KELLEY
ELAINE MAGNER
BEV DRANSFELDT
JORDAN ROBERTS

GENERAL MANAGER
MARY OTTEN

Nomination for Chair: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for Chair: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____



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GENERAL MANAGER
MARY OTTEN

Nomination for Vice-Chair: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for Vice-Chair: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____



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GENERAL MANAGER
MARY OTTEN

Nomination for Secretary: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for Secretary: _____

A nomination by Director _____

and seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

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

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board - Report
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members