

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER, SENIOR CENTER
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
December 4, 2024**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #779

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

6. 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 Regular Board Meeting of November 6, 2024

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before October 31, 2024.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for October 2024.

D. Consideration and Approval of a Professional Services Agreement with Lauterbach & Associates Architects Inc. for Continued Architectural Design Services for Freedom Pickleball Complex

The original agreement with Lauterbach & Associates architects was signed in 2021 for a term ending in March 2023. Due to the project being extended, the professional services contract requires a new agreement to continue providing the required architectural services for the project.

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

A. Chair Malloy

B. Ventura County/California Special District Association

C. Santa Monica Mountains Conservancy

- D. Standing Committees – Finance
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report
- G. Board Members

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Affirmation of Newly Elected Board Members in the 2024 General Election

The Board will officially affirm and receive newly elected members of the Board of Directors as a result of the 2024 General Election.

Suggested Action: Affirm and receive the identified individuals as members of the Board of Directors.

B. Recognitions

- 1) Recognize Outgoing Board Chair Mark Malloy and Board Member Jordan Roberts
- 2) Remarks by Outgoing Board Members

C. Installation of Elected District Board Members

The 2024 General Election was held on November 5, 2024, with Districts 1, 3, and 5 being up for election. Newly elected members require an oath of office to be officially sworn in as a member of the Board of Directors.

Suggested Actions: The Clerk of the Board will administer the Oath of Office and seat the new Board Members:

- a. Board member representing District 1
- b. Board member representing District 3
- c. Board member representing District 5
- d. Remarks by Incoming Board Members

D. Selection of Chair, Vice-Chair and Secretary for the 2025 Board of Directors

As part of the Board bylaws and rules of procedures, the Board of Directors shall reorganize by electing its officers for a one-year term each year.

Suggested Actions:

- 1) Receive Nominations and by majority vote, appoint the position of Board Chair
- 2) Receive Nominations and by majority vote, appoint the position of Board Vice-Chair
- 3) Receive Nominations and by majority vote, appoint the position of Board Secretary

9. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Community Center Administration Building, Room #6
Minutes of Regular Meeting
November 6, 2024**

6:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present except for Director Roberts.

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten requested that Item 8.D. *Consideration and Selection of Playground Equipment and Approval of Bid Award for Playground Installation at Quito Park* be presented after Item 8.E. *Consideration, Selection and Vote for a LAFCo Special District Regular Member*.

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

**Motion to
Approve the
Agenda as
Amended**

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Motion: Carried

Carried

5. PRESENTATIONS

A. District Highlights

Recreation Services Manager Nicole Lousen recapped the District's Halloween events and introduced the upcoming 2024 Winter Special Events. This year there will be Letters to Santa, Cookies with the Clausess, the Camarillo Community Band Holiday Concert and the Christmas Parade & Santa's Village will be held on December 14.

6. PUBLIC COMMENT

No comments.

7. CONSENT AGENDA

A. Minutes for Regular Board Meeting of October 2, 2024

B. Warrants, Accounts Payable & Payroll

C. Financial Reports

D. Consideration and Approval of Surplus Property

- E. Consideration and Approval of Regular Board of Director Meeting Dates for 2025
- F. Consideration and Approval of 2025 Part-Time Salary Schedule with Minimum Wage Impact
- G. Consideration and Approval of Updated CSDA Bylaws
- H. Consideration and Approval of Request for Proposals for the Freedom Park Restroom Remodel Design

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

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Motion to Approve

Noes:

Absent: Roberts

Carried Carried

Motion: Carried

8. NEW ITEMS – DISCUSSION/ACTION

- A. Consideration and Approval of the California Public Employees’ Retirement System (CalPERS) Actuarial Valuation Information Report as of June 2023

Motion to Approve Consent Agenda Motion to

Administrative Services Manager Justin Kiraly presented CalPERS Annual Valuation Report as of June 2023 which shows a 5.8% net investment return. Mr. Kiraly also presented CalPERS July 2024 preliminary report of a 9.3% net return on investments for the 12 month period ending in June 2024. Investment returns that exceed the established 6.8% discount rate will require a review of whether the rate will be lowered in future years. The additional payments that the District is paying towards the growing unfunded liability will continue to be necessary. This report is informational only with no motion.

Carried Carried

- B. Consideration and Approval for a New Five-Year Landscape Maintenance Contract with Showscapes, Inc.

Park Supervisor Nick Marienthal presented the consideration of a bid approval with ShowScapes, Inc. for landscape maintenance at twenty-five of the District’s park sites. Discussion included the prior seven years with Natural Green and for this maintenance contract covering all the parks except for Freedom Park, the Las Posas Equestrian Park and Pleasant Valley Fields.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Chair Malloy to authorize and approve the General Manager to enter into a five-year professional services agreement with ShowScapes, Inc. for landscape maintenance at twenty-five of the District’s park sites.

Motion to Approve 5 Yr Motion to Landscape Maint. with ShowScapes

Voting was as follows:

Ayes: Magner, Chair Malloy, Dransfeldt, Kelley

Carried

Noes:

Absent: Roberts

Carried

Motion: Carried

Carried

C. Consideration and Selection of Playground Equipment and Approval of Bid Award for Playground Installation at Calleguas Creek Park

Park Services Manager Matt Parker presented two design options for new playground equipment to be installed at Calleguas Creek Park. Play & Park Structures provided the renderings for the equipment and R. E. Schultz was the low bidder for the installation. Equipment at the park was last replaced in 2000.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the General Manager to enter into an agreement with Playcore, Inc. dba Play & Park Structures Inc. for the purchase of playground equipment at Calleguas Creek Park for an amount not to exceed Option #2.

Motion to Approve Playcore for Playground at Calleguas Creek Park

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve the bid from R. E. Schultz for demolition, site preparation, and installation in the amount of Option #2 and authorize the General Manager to execute the contract with R.E. Schultz to commence the project.

Motion to Approve R.E. Schultz for Demo/Install of Playground at Calleguas Creek Park

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

E. Consideration, Selection and Vote for a LAFCo Special District Regular Member

General Manager Mary Otten LAFCo reported that Ventura County’s Local Agency Formation Commission (LAFCo) is seeking an individual to serve in the capacity of the Special District Regular member to fill a four-year term ending December 31, 2028.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve a vote for Chris Stephens with Ventura Port District for the Ventura Local Agency Formation Commission (LAFCo) special district regular member position.

Motion to Approve a Chris Stephens Vote for VC LAFCo Position

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Chair Malloy

Noes:

Absent: Roberts

Carried

Motion: Carried

Director Kelley recused himself from the meeting prior to the following presentation as he lives in the vicinity near Quito Park.

D. Consideration and Selection of Playground Equipment and Approval of Bid Award for Playground Installation at Quito Park

Carried

Park Services Manager Matt Parker presented two design options for new playground equipment to be installed at Quito Park. Play & Park Structures provided the renderings for the equipment and R. E. Schultz was the low bidder for the installation. Equipment at the park was last replaced in 1996.

Chair Malloy called for a motion. A motion was made by Director Wagner and seconded by Director Dransfeldt to approve the General Manager to enter into an agreement with Playcore, Inc. dba Play & Park Structures Inc. for the purchase of playground equipment at Quito Park for an amount not to exceed Option #2 and to approve the bid from R. E. Schultz for demolition, site preparation, and installation in the amount of Option #2 and authorize the General Manager to execute the contract with R.E. Schultz to commence the project.

Motion to Approve Motion to Approve Playcore for Playground and R.E. Schultz for Demo/Install at Quito Park Approve

Voting was as follows:

Ayes: Wagner, Dransfeldt, Chair Malloy

Noes:

Absent: Roberts, Kelley (recused)

Carried

Motion: Carried

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Malloy – Chair Malloy updated on meetings and special events attended for the month.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Wagner attended the recent VCSDA meeting with Chair Malloy and Ms. Otten at the Camarillo Health Care District. CSDA - Director Wagner stated that she has been up in Sacramento for most of the month.

C. Santa Monica Mountains Conservancy – Director Dransfeldt attended the October 21 meeting and participated in a field trip to the Wallis Annenberg Wildlife Crossing site.

Motion to

D. Standing Committees – Finance – Director Dransfeldt updated the Board on current revenues and expenses.

E. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt stated that there is a HoneyBaked Ham gift card fundraiser for November. Foundation members will be assisting in running bingo at the Community Center.

Carried

F. General Manager’s Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events. The county feasibility study report for a bike route to Channel Islands (CSUCI) has been completed and will be assessed in the next 3-6 months.

G. Board Members – The Directors updated on the meetings and District events they attended for the month.

10. ADJOURNMENT

Chair Malloy adjourned the meeting at 7:50 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chair

Pleasant Valley Recreation and Park District
 Monthly AP, Payroll, Wire, Online Payment Report
 October 2024

	Date	Amount	
Accounts Payables:	10/31/2024	\$ 710,678.72	
	Total	\$ 710,678.72	
Payroll (Total Cost):	10/10/2024	\$ 176,063.09	
	10/24/2024	\$ 172,920.75	
	Total	\$ 348,983.84	
Payroll AP Payments	10/1/2024	\$ 41,048.86	PERS Health Insurance Premium
	10/1/2024	\$ 3,438.89	Guardian
	10/1/2024	\$ 625.50	VSP
	10/1/2024	\$ 2,171.24	Hartford
	10/10/2024	\$ 19,978.08	CALPERS - Ret-PR 10/10/2024
	10/24/2024	\$ 19,946.87	CALPERS- Ret-PR-10/24/2024
	Total	\$ 87,209.44	
	Grand Total	\$ 1,146,872.00	

CASH REPORT

	10/31/2024 Balance	10/31/2023 Balance
Debt Service - Restricted	\$ 155,419.19	\$ 146,902.56
457 Pension Trust Restricted	\$ 75,537.46	\$ 71,437.48
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,390,455.29	\$ 4,508,540.97
VC Pool Quimby- Restricted	\$ 2,725,884.52	\$ 2,604,628.68
Park Impact Fees	\$ 2,180,929.76	\$ 2,007,895.32
Miracle League 805	\$ -	\$ 146,315.31
FCDP Checking	\$ -	\$ 13,846.66
Total	\$ 9,528,226.22	\$ 9,499,566.98

Semi-Restricted Funds

Assessment	\$ 665,591.28	\$ 560,800.62
LAIF - Capital	\$ 1,518,214.63	\$ 1,427,199.77
PacWest/CalCLASS - Capital	\$ 2,024,963.44	\$ 1,911,038.65
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ -	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 462,337.09
Contingency - Computer	\$ 33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 80,000.00	\$ 30,000.00
Total	\$ 6,064,590.44	\$ 5,616,703.93

Unrestricted Funds

Contingency	\$ 3,984,450.94	\$ 3,143,308.73
General Fund Checking	\$ 457,742.70	\$ 297,408.84
Total	\$ 4,442,193.64	\$ 3,440,717.57

Total of all Funds

	\$ 20,035,010.30	\$ 18,556,988.48
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	11/13/2024 Balance	11/30/2023 Balance
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Debt Service - Restricted	\$ 155,419.19	\$ 147,564.37
457 Pension Trust Restricted	\$ 75,537.46	\$ 71,756.08
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,390,455.29	\$ 4,410,915.55
VC Pool Quimby- Restricted	\$ 2,725,884.52	\$ 2,604,628.68
Park Impact Fees	\$ 2,180,929.76	\$ 2,017,270.33
Miracle League 805	\$ -	\$ 146,322.45
FCDP Checking	\$ -	\$ 13,846.66
Total	\$ 9,528,226.22	\$ 9,412,304.12

Semi-Restricted Funds

Assessment	\$ 668,587.76	\$ 510,036.33
LAIF - Capital	\$ 1,518,214.63	\$ 1,427,199.77
PacWest/CalCLASS - Capital	\$ 2,024,963.44	\$ 1,919,891.54
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ -	\$ 49,843.80
Contingency - Dry Period	\$ 467,337.09	\$ 462,337.09
Contingency - Computer	\$ 33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 80,000.00	\$ 30,000.00
Total	\$ 6,067,586.92	\$ 5,574,792.53

Unrestricted Funds

Contingency	\$ 3,984,450.94	\$ 2,460,156.52
General Fund Checking	\$ 334,058.25	\$ 482,256.82
Total	\$ 4,318,509.19	\$ 2,942,413.34

Total of all Funds

	\$ 19,914,322.33	\$ 17,929,509.99
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Bank Reconciliation

Board Audit

User: Cwebster
 Printed: 11/12/2024 - 11:09AM
 Date Range: 10/01/2024 - 10/31/2024
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	AFLAC: SEPT 2024 BILLING	10/01/2024	661.44
0	CALPERS HEALTH	CALPERS: OCT 2024 INSURANCE	10/01/2024	41,048.86
0	CALPERS PENSION	CALPERS: PR CONT 10/10/2024 / PL	10/10/2024	19,978.08
0	CALPERS PENSION	CALPERS: PR CONT 10/24/2024 / PI	10/24/2024	19,946.87
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE 88 PAYMENT / PR 10/10/20	10/10/2024	4,446.67
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE 88 PMT / PR 10/24/2024	10/24/2024	4,432.72
0	GUARDIAN	GUARDIAN: DENTAL OCT 2024 IN	10/01/2024	3,438.89
0	HARTFORD LIFE & ACC. INSURAN	HARTFORD: LIFE INSURANCE OC	10/01/2024	2,171.24
0	HUB INTERNATIONAL INSURANC	HUB: INSURANCE / SEPT 2024 AC	10/17/2024	1,768.00
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 PMT / PR 10/10/202	10/10/2024	28,977.14
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 PMT / PR 10/24/202	10/24/2024	28,511.46
0	VSP	VSP: OCT 2024 BILLING	10/01/2024	625.50
27407	IBEW LOCAL #952	IBEW LOCAL 952: CLEANING DEP	10/03/2024	250.00
27411	LEAGUE OF WOMEN VOTERS VEN	LEAGUE OF WOMEN VOTER VC: I	10/03/2024	50.00
27416	PLEASANT VALLEY HISTORICAL	PV HISTORICAL SOCIETY: CLEAN	10/03/2024	300.00
27423	METLIFE INSURANCE CO USA	METLIFE: JUAREZ, JAVIER/ SSN 4	10/10/2024	100.00
27448	ANA MOSQUEDA	MOSQUEDA, A: CLEANING DEP R	10/17/2024	50.00
27452	SOCIETY OF CHILDRENS BOOK W	SOCIETY BOOK WRITERS- ILLUS'	10/17/2024	300.00
27456	METLIFE INSURANCE CO USA	METLIFE: JUAREZ, JAVIER/SSN 4	10/24/2024	100.00
27457	20TH TELEVISION FILMING	20TH TELEVISION: CLEANING DE	10/31/2024	100.00
27464	CAMARILLO COUNCIL ON AGING	CAM COUNCIL ON AGING: CLEAN	10/31/2024	50.00
27465	CAMARILLO PONY BASEBALL AS	CPBA: CLEANING DEP REFUND/ C	10/31/2024	300.00
27470	AGUSTIN OAXACA GOMEZ	GOMEZ, A: CLEANING DEP REFU	10/31/2024	300.00
27473	INTERNATIONAL CODE COUNCIL	ICC- VENTURA CHAPTER: CLEAN	10/31/2024	50.00
27476	GABRIEL LOPEZ	LOPEZ, G: CLEANING DEP REFUN	10/31/2024	300.00
27491	YMCA - CHILDCARE	CAM YMCA: CLEANING DEP REF	10/31/2024	100.00
Total for Department: 00 Non Departmentalized				158,356.87

Department: 03 Recreation

0	AMAZON	AMAZON: SUPPLIES / 50 + EVENT	10/17/2024	147.96
0	AMAZON	AMAZON: SUPPLIES	10/31/2024	641.99
0	BEGINNERS EDGE SPORTS TRAIN	BEGINNERS EDGE: B.E.S.T SOCCI	10/03/2024	2,839.53
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	10/31/2024	1,193.40
0	ELIANNA VARGAS	VARGAS,E: MILEAGE REIMB/ ARC	10/17/2024	93.47
0	ELIANNA VARGAS	VARGAS, E: CORR MILEAGE REIM	10/31/2024	1.40
0	ESTELA LIZARRAGA	LIZARRAGA, E: SEPT 2024 CLASS	10/17/2024	604.50
0	JANET SNYDER	SNYDER, J: DANCE TEN / 5 ENRO	10/31/2024	157.50
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK / SEI	10/03/2024	2,116.40
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK CLA	10/31/2024	1,544.40
0	MAURICIO RUIZ	RUIZ, M: MILEAGE REIMB JUL 20	10/17/2024	13.27
0	NICHOLAS CASTRO	CASTRO, N: MILEAGE REIMB / SE	10/17/2024	118.00
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE CLASS	10/17/2024	581.75
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE / 30 EN	10/31/2024	731.25
0	SOCAL GAS COMPANY	SCG: SVC DATE 2024-8/22 - 9/24 / A	10/02/2024	2,200.00
0	US BANK	US BANK: CAL CARD STMT 9/23/2	10/15/2024	3,146.70
27395	ALL GOOD DRIVING SCHOOL, INC	ALLGOOD DRIVING: DRIVERS EE	10/03/2024	60.20
27397	AMERICAN RED CROSS	AMERICAN RED CROSS: LIFEGU/	10/03/2024	241.00
27399	B & B DO IT CENTER	B&B: WATERPROOF HOOK / AQU.	10/03/2024	16.19

Check No.	Vendor/Employee	Transaction Description	Date	Amount
27421	DUNCAN YOUNG	YOUNG, D: GYMNASTIC CLASSE	10/03/2024	1,394.90
27424	DURHAM SCHOOL SERVICES	DURHAM SCHOOL SVCS: 8/14/202	10/08/2024	2,144.61
27425	USPS BULK MAILING	USPS: MARKETING MAIL/ PERMI	10/08/2024	350.00
27429	AMERICAN RED CROSS	AMERICAN RED CROSS: ORDER C	10/17/2024	228.00
27432	DEBBIE LEE BAVARO	BAVARO, D: MAY 2024 SEWING CI	10/17/2024	662.20
27434	BINGO WEST #4	BINGO WEST: SUPPLIES	10/17/2024	556.09
27439	CUMULUS BROADCASTING INC.	CUMULUS: KBBY-FM/ 2023 CHRIS	10/17/2024	2,500.00
27444	DANIEL E HOWARD	HOWARD, D: JU-JITSU CLASS / SE	10/17/2024	468.00
27445	ROBERT INGLIS	INGLIS, R: SCUBA CLASS / ENROI	10/17/2024	598.00
27453	UNDERWOOD FAMILY FARMS	UNDERWOOD FARMS: PUMPKINS	10/17/2024	300.00
27466	CANON SOLUTIONS AMERICA INC	CANON: PRINTING SUPPLIES	10/31/2024	1,285.81
27469	FUN EXPRESS	FUN EXPRESS: HALLOWEEN CAN	10/31/2024	543.92
27480	JOHANNES M POWW	LITTLE BIG LEAGUES: SKYHAWK	10/31/2024	1,235.00
27488	ULINE	ULINE: DRY ERASE BOARD	10/31/2024	974.32
27489	PETER VAPOR	VAPOR, P: FALL 2024 REFEREE FE	10/31/2024	350.00
27492	DUNCAN YOUNG	YOUNG, D: GYYMASTIC CLASSE	10/31/2024	1,508.00

Total for Department: 03 Recreation

31,547.76

Department: 04 Parks

0	AMAZON	AMAZON: CLOCKS / CLASSROOM	10/03/2024	71.96
0	AMAZON	AMAZON: FLAGS - US & CA	10/17/2024	84.71
0	ARAMSCO INC.	ARAMSCO: JANITORIAL SUPPLIE	10/17/2024	3,019.60
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: BILLING DATE SEI	10/03/2024	5,739.59
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: OCT 2024 BILLING	10/31/2024	5,739.59
0	FERGUSON ENTERPRISES INC. #1	FERGUSON: FAUCET / FREEDOM	10/31/2024	557.55
0	GRAINGER	GRAINGER: POOL SUMP PUMP / A	10/03/2024	214.27
0	GRAINGER	GRAINGER: ELECTRICAL / COMM	10/17/2024	1,279.92
0	HUB INTERNATIONAL INSURANC	HUB: INSURANCE / AUG 2024	10/03/2024	-136.31
0	HUB INTERNATIONAL INSURANC	HUB: INSURANCE / SEPT 2024 AC	10/17/2024	-66.71
0	LINCOLN AQUATICS	LINCOLN AQUATICS: CHEMICAL	10/03/2024	2,140.47
0	PLAY & PARK STRUCTURES	PLAY & PARK STRUCTURES: PLA	10/03/2024	8,082.80
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLES /	10/03/2024	362.96
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLIES	10/17/2024	562.56
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION / MEL VIN	10/31/2024	143.49
0	SOCAL GAS COMPANY	SCG: SVC DATE 2024-8/26 - 9/26 / P	10/02/2024	162.52
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE: 2024-9/3 - 10/1 / M	10/04/2024	14,567.88
0	SOUTHERN CALIF EDISON COMP/	SCE: SVC DATE 2024-9/6 - 10/6 / AC	10/23/2024	10,343.56
0	TMOBILE/SPRINT	TMOBILE: SEPT 2024 ACTIVITY B	10/17/2024	316.30
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: DLX RR/ SVC DATE	10/03/2024	188.17
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: SVC DATE 2024-10/	10/17/2024	226.88
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: BILL DATE 2024-10/	10/31/2024	188.17
0	US BANK	US BANK: CAL CARD STMT 9/23/2	10/15/2024	6,335.63
0	WATER & SANITATION SERVICES	WATER & SANITATION: SEPT 2024	10/17/2024	641.92
0	WEX BANK	WEX BANK: REBATE / SEPT 2024	10/04/2024	5,146.41
27398	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: A	10/03/2024	947.39
27399	B & B DO IT CENTER	B&B: KELLOGG TOPPER / SPRINC	10/03/2024	878.18
27400	BIGBRAND TIRE & SERVICE	BIG BRAND TIRE: MOUNT NEW T	10/03/2024	21.86
27401	CITY OF OXNARD - TREASURER	CITY OF OXNARD: RECYCLING S	10/03/2024	553.12
27402	COUNTY OF VENTURA	COUNTY OF VENTURA: REV DISI	10/03/2024	187.50
27403	DIAL SECURITY	DIAL SECURITY: 9/7/2024 EVENT	10/03/2024	435.00
27404	E.J. HARRISON ROLLOFFS	E J HARRISON ROLLOFFS: GOLD	10/03/2024	956.81
27406	GREEN GLOBE HVAC INC	GREEN GLOBE HVAC: AC REPAIR	10/03/2024	839.00
27409	JORDAN & BAIN LANDSCAPE ARC	JORDAN & BAIN: LANDSCAPE AR	10/03/2024	1,110.00
27410	KASTLE KARE	KASTLE KARE: GOPHER MONTHI	10/03/2024	1,925.00
27414	PACIFIC ROCK, INC.	PACIFIC ROCK: AG BASE / VALLE	10/03/2024	106.89
27415	PHOENIX GROUP INFORMATION S	PHOENIX: ADMIN JULY 2024 ACI	10/03/2024	100.00
27417	R & R PRODUCTS, INC.	R & R PRODUCTS: TRIMMER LINI	10/03/2024	257.29
27420	THE ADJUL CORPORATION	THE ADJUL CORP: LEE CONTRUC	10/03/2024	82,927.87
27422	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2024-8/1	10/04/2024	96,300.12
27427	ALL PHASE ELECTRIC	ALL-PHASE: SUPPLIES / AQUATIC	10/17/2024	74.03
27430	ASTRA BACKFLOW INC.	ASTRA BACKFLOW: CV RUBBER	10/17/2024	173.32
27431	B & B DO IT CENTER	B&B: PAINT SUPPLIES / MISSION	10/17/2024	717.96

Check No.	Vendor/Employee	Transaction Description	Date	Amount
27433	BIGBRAND TIRE & SERVICE	BIG BRAND: TIRES TRUCK# 23	10/17/2024	424.05
27435	CAMROSA WATER DISTRICT	CAMROSA: SEPT 2024 BILLING/ M	10/17/2024	25,230.58
27437	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: IRRIGATION SU	10/17/2024	1,706.50
27438	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW: SVC DATE SEPT 202	10/17/2024	112.19
27440	DIAL SECURITY	DIAL SECURITY: EVENT 9/14/2024	10/17/2024	116.00
27442	ESCAPE GARDENS INC	ESCAPE GARDENS: AFRICAN TUI	10/17/2024	1,394.25
27446	KASTLE KARE	KASTLE KARE: GOPHER SVC/ WC	10/17/2024	1,800.00
27449	NAPA AUTO PARTS	NAPA: JUMPER CABLE	10/17/2024	605.24
27451	SOCAL SIGNWORX	SOCAL SIGNWORX: DOOR DECAI	10/17/2024	238.05
27459	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: S	10/31/2024	947.39
27460	ASTRA BACKFLOW INC.	ASTRA: CV ASSY/ KIT/ FREEDOM	10/31/2024	797.08
27461	B & B DO IT CENTER	B&B: WINDOW CLEANER / COMM	10/31/2024	466.59
27467	CITY OF OXNARD - TREASURER	CITY OF OXNARD: SEPT 2024 REC	10/31/2024	129.64
27468	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: IRRIGATION SU	10/31/2024	165.86
27471	HD SUPPLY FORMERLY HOME DEI	HD SUPPLY: ECO MAT / COMMUN	10/31/2024	587.22
27474	KASTLE KARE	KASTLE KARE: GOPHER OCT MO	10/31/2024	1,200.00
27478	NAPA AUTO PARTS	NAPA: EXACT FIT BLADE	10/31/2024	509.91
27481	REPOWER SPECIALISTS LTD.	REPOWER: TUFF VAC REPLACEM	10/31/2024	3,190.00
27484	SOCAL SIGNWORX	SOCAL SIGNWORX: PARTIAL WR.	10/31/2024	1,137.15
27486	THE ADJUL CORPORATION	ADJUL CORP: LEE CONSTRUCTIC	10/31/2024	7,053.08
27487	THE FINISH LINE	THE FINISH LINE: HOODIES-SHIR	10/31/2024	3,473.63

Total for Department: 04 Parks

305,709.64

Department: 05 Administration

0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: LEGAL SV	10/03/2024	1,337.00
0	AMAZON	AMAZON: OFFICE SUPPLIES	10/03/2024	377.11
0	AMAZON	AMAZON: SUPPLIES	10/17/2024	34.31
0	AMILIA TECHNOLOGIES USA, INC	AMILIA: SMART REC / SEPT 2024	10/04/2024	4,723.05
0	CALPERS HEALTH	CALPERS: OCT 2024 INSURANCE	10/01/2024	1,551.72
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: OCT 2024 BILLING/EC	10/17/2024	35.70
0	GUARDIAN	GUARDIAN: DENTAL OCT 2024 IN	10/01/2024	51.49
0	HUB INTERNATIONAL INSURANC	HUB: INSURANCE / AUG 2024	10/03/2024	3,588.00
0	HUB INTERNATIONAL INSURANC	HUB: INSURANCE PMT PROCESSI	10/17/2024	3.00
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	10/03/2024	344.16
0	JESSICA PUCKETT	PUCKETT, J: MILEAGE REIMB	10/17/2024	85.76
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: UNSECURED I	10/03/2024	68.00
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: OCT 2024 BILI	10/17/2024	573.19
0	PLACER LABS INC	PLACER LABS: PLATFORM ACCE:	10/31/2024	8,333.00
0	QUADIANT FINANCE USA INC.	QUADIANT: POSTAGE	10/31/2024	250.00
0	QUADIANT LEASING USA, INC.	QUADIANT LEASING: PROP TAX C	10/31/2024	79.83
0	SPECTRUM BUSINESS	SPECTRUM: BILL DATE 2024-9/17	10/03/2024	17.10
0	SPECTRUM BUSINESS	SPECTRUM: SVC DATE 2024-10/17	10/31/2024	17.10
0	STAPLES BUSINESS ADVANTAGE	STAPLES: OFFICE SUPPLIES	10/03/2024	91.15
0	US BANK	US BANK: CAL CARD STMT 9/23/2	10/15/2024	2,761.75
0	VSP	VSP: OCT 2024 BILLING	10/01/2024	20.85
0	WATER & SANITATION SERVICES	WATER & SANITATION: SEPT 2024	10/17/2024	0.75
27396	ALLCONNECTED, INC.	ALLCONNECTED: SEPT 2024 MON	10/03/2024	4,121.14
27412	MARK-IT PLACE	MARK IT PLACE: WATER BOTTLE	10/03/2024	367.79
27419	STATE OF CALIFORNIA DEPT. OF J	STATE OF CA: DEPT OF JUSTICE /	10/03/2024	32.00
27426	ADVANTAGE TELECOM	ADVANTAGE TELECOM: PHONE S	10/17/2024	1,381.69
27428	ALLCONNECTED, INC.	ALLCONNECTED: OCT 2024 MON	10/17/2024	4,121.14
27441	ELITE COMMUNICATION	ELITE COMMUNICATIONS: EMBR	10/17/2024	482.00
27454	VCSDA	VCSDA: DINNER MEETING DUES	10/17/2024	75.00
27458	ALLCONNECTED, INC.	ALLCONNECTED: WINDOWS 11 P	10/31/2024	150.00
27462	BAY ALARM	BAY ALARM: SECURITY SVC 11-1	10/31/2024	330.00
27463	CALIFORNIA SPECIAL DIST. ASSO	CSDA: ANNUAL MEMBERSHIP DU	10/31/2024	9,548.00
27469	FUN EXPRESS	FUN EXPRESS: HALLOWEEN SUP	10/31/2024	482.25
27472	HOLLINGER METAL EDGE-VA INC	HOLLINGER METAL EDGE: SIGN I	10/31/2024	553.53
27475	PAUL LERMA	LERMA, P: HIKE DATE 2024-10/26	10/31/2024	62.50
27477	ELAINE L. MAGNER	MAGNER,E: TRAVEL REIMB CSDA	10/31/2024	461.32
27485	CODY SWANSON	SWANSON, C: HIKE DATES 2024-8	10/31/2024	162.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Total for Department: 05 Administration		46,674.88
		Total for Fund:10 General Fund		542,289.15

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
27405	EXECUTIVE FACILITIES SERVICES	EXECUTIVE FACILITIES: JANITOI	10/03/2024	1,076.66
27413	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: S	10/03/2024	16,659.27
27418	SCI CONSULTING GROUP	SCI CONSULTING GROUP: ASSES	10/03/2024	10,567.89
27443	EXECUTIVE FACILITIES SERVICES	EXECUTIVE FACILITIES: JANITOI	10/17/2024	8,039.52
27455	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: GRID PI	10/17/2024	5,236.73
27479	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN: OCT 2024 MON	10/31/2024	16,659.27
27483	SHOWSCAPES, INC	SHOWSCAPES: LANDSCAPE SEPT	10/31/2024	21,373.33
27490	WEST COAST ARBORISTS INC.	WEST COAST AROBORIST: WIND	10/31/2024	35,038.88
Total for Department: 00 Non Departmentalized				114,651.55
Total for Fund:20 Assessment Fund				114,651.55

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CAL CARD STMT 9/23/2	10/15/2024	1,594.50
27408	INSIGHT ENVIRONMENTAL INC.	INSIGHT ENVIRONMENTAL: ASB	10/03/2024	1,205.00
27436	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	10/17/2024	245.48
27447	LAUTERBACH & ASSOCIATES, INC	LAUTERBACH & ASSOC: FIXED F	10/17/2024	11,873.54
27450	SBS CORPORATION	SBS CORP: PAYMENT APP #1/ SEN	10/17/2024	98,105.86
Total for Department: 00				113,024.38
Total for Fund:30 Park Dedication Fund				113,024.38

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 40 Park Impact Fees Fund				
Department: 00 Non Departmentalized				
27482	FERIDOON OMIDI ROMINA SAMIN	SAMIMI, F: REFUND PARK IMPAC	10/31/2024	7,945.00
Total for Department: 00 Non Departmentalized				7,945.00
Total for Fund:40 Park Impact Fees Fund				7,945.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		777,910.08

Developer	Project			Quimby Funds			GL Code			
	No.	Location	Description	Budgeted	Expended	Awarded		Balance	Committed Date	Allocation Date
FAIRFIELD LLC Public Hearing 11/7/2018	1	Freedom	Freedom Baseball Fields- Non- Contract Cost		\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70	11/7/2018	1/31/2020	8459
	2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87		\$ 1,746,367.92			
	3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74		\$ 687,402.31			
	4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90		\$ 636,613.41			
	5		Senior and Community Rec Fac Project		\$ 163,870.70		\$ 472,742.71			
	6		Senior and Community Rec Fac Exterior Proj		-		\$ 472,742.71			
	7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20		\$ 192,093.51			
8		Community Center Classroom and Auditorium Enhancements								
9		Freedom Park Parking Lot Enhancement								
10		Freedom Park Landscape and Walking Path								
11		Camamillo Grove Nature Center								
				\$ 1,910,000.00	\$ 2,058,396.19	\$	\$ 192,093.51			
ELACORA MISSION OAKS						\$ 2,649,209.00	\$ 2,649,209.00		8/8/2021	
Budget Allocation	1	Encanto	PG Equipment Installation	\$ 1,500,000.00	\$ 189,887.74		\$ 2,459,321.26	11/3/2016		8464
Budget Allocation	2	Ameill Reh Pk	Arneill Ranch Park Renovation	\$ 1,400,000.00	\$ 1,496,641.96		\$ 962,679.30	11/5/2020		8493
	3		Pickleball	\$ 300,000.00	\$ 325,677.89		\$ 637,001.41			
	4		Camamillo Nature Center	\$ 300,000.00	-		\$ 637,001.41			
	5		Freedom Park Landscape and Walking Path	\$ 3,200,000.00	\$ -		\$ 637,001.41			
			Freedom Baseball Fields	\$ 3,200,000.00	\$ 2,012,207.59		\$ 637,001.41			
				\$ 629,500.00	\$ 231,108.98	\$ 474,353.00	\$ 474,353.00		8/10/2021	8444
KB HOMES						\$ 441,984.70	\$ 441,984.70			8460
Public Hearing 7/5/2018	1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30		\$ 275,730.92			8447
Public Hearing 7/5/2018	2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78		\$ 244,193.18			
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74		\$ 243,244.02			
	4		Community Center Classroom and Auditorium Enhancements	\$ 949.16	\$ -		\$ 243,244.02			8513
	5		Dos Caminitos Expansion and ADA	\$ -	\$ -		\$ -			
				\$ 629,500.00	\$ 231,108.98	\$ 35,242.00	\$ 35,242.00		9/17/2024	
HABITAT FOR HUMANITY						\$ 35,242.00	\$ 35,242.00			
Public Hearing 3/6/2024	1		Community Center Improvements	\$ 35,242.00	\$ -		\$ 35,242.00			
	2		Freedom Pickleball Courts	\$ 35,242.00	\$ -		\$ 35,242.00			
				\$ 70,484.00	\$ -	\$ 35,242.00	\$ 35,242.00			
SHEA HOMES						\$ 1,264,500.00	\$ 1,264,500.00	7/5/2023	11/21/2024	8504
Public Hearing 7/5/2023	1		Multi-Generation Center	\$ 1,000,000.00	\$ -		\$ 1,264,500.00			
				\$ 1,000,000.00	\$ -	\$ 2,840,447.45	\$ 2,840,447.45		7/29/2027	
Williams Homes						\$ 347,625.00	\$ 347,625.00		8/5/2027	
Public Hearing 7/5/2023	1		Multi-Generation Center	\$ 1,000,000.00	\$ -		\$ 347,625.00			
				\$ 1,000,000.00	\$ -	\$ 278,100.00	\$ 278,100.00		10/20/2027	
Somis Ranch Phase 1						\$ 313,508.00	\$ 313,508.00		3/15/2028	
Public Hearing 7/5/2023	1		Multi-Generation Center	\$ 1,000,000.00	\$ -		\$ 313,508.00			
				\$ 1,000,000.00	\$ -	\$ 964,578.42	\$ 964,578.42			
Somis Ranch Phase 2						\$ 7,116,339.81	\$ 7,116,339.81			
Public Hearing 7/5/2023	1		Multi-Generation Center	\$ 1,000,000.00	\$ -		\$ 7,116,339.81			
				\$ 1,000,000.00	\$ -	\$ 4,939,034.01	\$ 4,939,034.01			
Barry 60 LP						\$ 12,055,373.82	\$ 12,055,373.82			
Public Hearing 7/5/2023	1		Multi-Generation Center	\$ 1,000,000.00	\$ -		\$ 12,055,373.82			
				\$ 1,000,000.00	\$ -	\$ 7,116,339.81	\$ 7,116,339.81			
Interest						\$ 964,578.42	\$ 964,578.42			
Public Hearing 7/5/2023	1		Multi-Generation Center	\$ 1,000,000.00	\$ -		\$ 964,578.42			
				\$ 1,000,000.00	\$ -	\$ 7,116,339.81	\$ 7,116,339.81			
Grand Total				\$ 7,552,196.25	\$ 4,939,034.01	\$ 12,055,373.82	\$ 7,116,339.81			

Pleasant Valley Recreation and Park District
Park Impact Fee's Collected

FY2022

Date Received	Amount	Applicant	Project
10/28/2021	\$ 158.40	Square One Arch	Messner Filtration
12/20/2021	\$ 6,983.00	Art Wahl	Stern Residence
12/21/2021	\$ 158,222.80	Levon Ghukasyan	Village at the Park
3/23/2022	\$ 6,983.00	Crestview Ranch	Spanish Hills Estates
Total Received	\$ 172,347.20		
Interest Earned	\$ 11.90		
PVRPD Administrative Fee	\$ (3,446.94)		
City Administrative Fee	\$ (3,446.94)		

FY2023

Date Received	Amount	Applicant	Project
9/29/2022	\$ 218.40	Raymond Dickerhoff	Wedgewood Weddings
1/10/2023	\$ 7,712.79	Travis Rodriguez	Jenkins Residence
3/6/2023	\$ 7,712.79	Michael Dubin	600 Corte Corride
4/25/2023	\$ 187.98	Daiva McBride	House of Bamboo
4/28/2023	\$ 7,712.79	Phineas Turner	RPD-206
5/4/2023	\$ 69.81	Sustainability Engineering Group	Ralph's Fuel Center
5/24/2023	\$ 17,511.56	RJ Rieves	Rexford Ind.
5/26/2023	\$ 7,945.00	Siamak Rezvani (Refunded)	Crestview
Total Received	\$ 41,126.12		
Interest Earned	\$ 5,998.78		
PVRPD Administrative Fee	\$ (981.42)		
City Administrative Fee	\$ (981.42)		

FY2024

Date Received	Amount	Applicant	Project
9/7/2023	\$ 1,771,314.00	Grant Williams	RPD-201 Camino Ruiz
11/30/2023	\$ 2,060.00	Dillon Merchant	Chick Fil-A
3/5/2024	\$ 660.00	Mahdi Rezvan	Arneill Pharmacy
3/18/2024	\$ 18,577.89	Robert Goetsch	IPD-405
3/26/2024	\$ 21,706.91	Charles Sandlin	Gleson/Dawson Self Storage
YTD Received	\$ 1,814,318.80		
YTD Interest Earned	\$ 93,232.69		
PVRPD Administrative Fee	\$ (36,286.38)		
City Administrative Fee	\$ (36,286.38)		
Balance as of 6/30/2024	\$ 2,118,178.77		

FY2025

Date Received	Amount	Applicant	Project
7/19/2024	\$ 8,159.33	Connor Christ	PR-1061
7/19/2024	\$ 8,159.33	Travis Rodriguez	PR-1062
7/19/2024	\$ 8,159.33	Connor Christ	PR-1063
10/28/2024	\$ 80.36	Rick Morga	IPD-258TI
YTD Received	\$ 24,558.35		
YTD Interest Earned	\$ 38,192.64		
Balance as of 10/30/2024	\$ 2,180,929.76		

5-Year Findings Report Due	FY2027 (w/in 180D)
	FY2032 (w/in 180D)
	FY2037 (w/in 180D)
	FY2042 (w/in 180D)

California CLASS

Investment Name	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
California CLASS	5.15%	5.23%	5.29%	5.45%	5.48%	5.51%	5.55%	5.54%	5.47%
	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
California CLASS	5.44%	5.42%	5.40%	5.39%	5.40%	5.42%	5.41%	5.26%	5.00%

- Rates are determined at the end of the month

Ventura County Pool

Investment Name	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
Ventura County Pool	3.49%	3.56%	3.49%	3.51%	3.64%	3.78%	4.02%	4.26%	4.29%
	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Ventura County Pool	4.39%	4.41%	4.52%	4.56%	4.57%	4.51%	4.52%	4.60%	4.47%

Local Agency Investment Fund (LAIF)

Investment Name	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
Local Agency Investment Fund (LAIF)	2.99%	3.17%	3.31%	3.43%	3.53%	3.67%	3.84%	3.93%	4.01%
	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Local Agency Investment Fund (LAIF)	4.12%	4.23%	4.27%	4.33%	4.48%	4.52%	4.58%	4.58%	4.52%

Banc of California

Investment Name	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
Banc of California	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Banc of California	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

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

TO: BOARD OF DIRECTORS

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

DATE: December 4, 2024

SUBJECT: FINANCE REPORT OCTOBER 2024

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH OCTOBER 31, 2024

The District's Statements of Revenues and Expenditures for the period of October 1, 2024, through October 31, 2024, with a year-to-date comparison for the period of October 1, 2023, through October 31, 2023, are attached. The percentage rate used is 33.3% for Period 4 of the current fiscal year. All dollar amounts as presented are rounded.

REVENUES

Total revenue including the 4th month ending October 31, 2024, for Fund 10 (General Fund) has an overall increase of \$131,831 in comparison to Fiscal Year 2023-2024. The variance from the prior year includes: 1) increase in Rentals (5530) of \$44,241, 2) increase in Staffing Cost Recovery (5563) received in the amount of \$22,267, and 3) increase in Rebates Received (5574) of \$102,575. The increase in Rentals is due to increases in rental fees. Staffing Cost Recovery has a significant increase due to prepaying of costs for certain rentals. The Rebates Received was from BE Water Wise for Turf Mitigation. The \$5,000 decrease in Special Event Revenue (5561) is due to a correction of a misallocated check from prior fiscal year.

Total revenue recorded for Fund 20 for October 2024, the Assessment District Fund, was \$3,061 in interest earnings and \$16.16 in Assessment Revenue.

Total revenue recorded for Fund 30 for October 2024, the Quimby Fund, was \$16,926 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for October 2024, the Park Impact Fees Fund, was \$9,216 in interest and -\$7,865 in Park Impact Fees collected. There was a project that was incorrectly designated as subject to Park Impact fees that was discovered by the City of Camarillo, so a refund check in the amount of \$7,945 was given to the homeowner. The District also collected \$80 for an industrial improvement. Park Impact Fees are only collected when certain requirements are met whenever additional square footage is added to either residential or commercial properties.

Fund 50 Community Development Block Grant has been fully expended and reported. There is nothing further to report.

Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. There are no funds as of this report.

EXPENDITURES

Fund 10 Personnel Expenditures: Adjusting for the Unfunded Liability payment to CalPERS (6170) of \$515,039, there was an increase in salaries and benefits year-over-year of \$143,665. This is due to being fully staffed, as well as merit and cost of living increases.

Fund 10 Service and Supply Expenditures show an increase of \$162,211 in comparison to the same period last year.

Adjusting for reserves, the increase in Services and Supplies year-to-date is \$172,414. This increase includes Insurance Liability (6410) being \$23,264 more than last year, an increase in Business Services (7180) of \$55,296 due to transition of Springbrook from enterprise system to cloud based system and increased modules, and an increase in Utilities – Water (7820) of \$90,234 due to drier and warmer first quarter of the year as well as increased water rates.

Fund 10 Capital Expenditures are at \$668,767 for the year: \$615,299 for the carryover Playground Replacement at Lokker Park and \$53,468 for the purchase of two fleet vehicles.

Fund 10 Total Expenditures year-to-date are \$1,001,920 more compared to this point last year. Non-capital expenditures are \$333,153 more than this point last year.

Fund 20 Expenditures are \$679,038 in Services and Supplies as of this month.

Fund 30 Expenditures are \$7,568 in Pickleball and \$105,456 in Auditorium improvements for this month.

Fund 40 has no Expenditures for this month.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 67.25%, Fund 20 by 49.80%, and Fund 30 by 94.95%. Fund 40 has no budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for October 31, 2024, for Fund 10, Fund 20, Fund 30, Fund 40.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of October 31, 2024, Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of October 31, 2024, Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of October 31, 2024, Fund 30
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of October 31, 2024, Fund 40
(1 page)

General Ledger
Fund 10 General Fund
October 2024 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110	\$ -	\$ -	\$ -	\$ 8,877,226.00	\$ 8,877,226.00	0.00%
Interest Earnings	5310	\$ 27,888.39	\$ 161,734.44	\$ 136,932.05	\$ 270,000.00	\$ 133,067.95	50.72%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 75,000.00	0.00%
Park Patrol Citations	5506	\$ -	\$ 1,782.82	\$ 1,647.59	\$ 2,300.00	\$ 652.41	71.63%
Bingo - Primary Revenue	5508	\$ 1,527.50	\$ 7,352.50	\$ 7,268.75	\$ 19,750.00	\$ 12,481.25	36.80%
Excess Bingo Revenue	5509	\$ -	\$ 1,979.00	\$ 919.05	\$ 240.00	\$ (679.05)	382.94%
Contract Classes-Public Fees	5510	\$ 19,558.88	\$ 101,474.40	\$ 98,948.82	\$ 204,565.00	\$ 105,616.18	48.37%
Public Fees	5511	\$ 16,751.75	\$ 189,976.79	\$ 186,886.29	\$ 364,429.00	\$ 177,542.71	51.28%
Public Fees-Entry Fees	5520	\$ 3,793.00	\$ 17,332.50	\$ 17,493.00	\$ 41,600.00	\$ 24,107.00	42.05%
Vending Concessions	5525	\$ -	\$ -	\$ 259.65	\$ 1,450.00	\$ 1,190.35	17.91%
Rental	5530	\$ 60,891.77	\$ 263,747.72	\$ 307,989.15	\$ 690,023.00	\$ 382,033.85	44.63%
Cell Tower Revenue	5535	\$ 13,726.23	\$ 56,498.89	\$ 62,942.88	\$ 166,109.00	\$ 103,166.12	37.89%
Parking Fees	5540	\$ 4,064.74	\$ 12,761.38	\$ 15,317.10	\$ 10,350.00	\$ (4,967.10)	147.99%
Dues	5550	\$ 65.00	\$ -	\$ 125.00	\$ -	\$ (125.00)	-
Advertising Revenue	5555	\$ 600.00	\$ 420.00	\$ 3,685.00	\$ 6,000.00	\$ 2,315.00	61.42%
Sponsorships/Donations	5558	\$ -	\$ (750.00)	\$ 639.31	\$ 5,000.00	\$ 4,360.69	12.79%
Special Event	5561	\$ -	\$ -	\$ (5,000.00)	\$ 129,700.00	\$ 134,700.00	-3.86%
Staffing Cost Recovery	5563	\$ 1,814.00	\$ 12,096.00	\$ 33,152.25	\$ 65,960.00	\$ 32,807.75	50.26%
Special Event Permits	5564	\$ 100.00	\$ 1,200.00	\$ 650.00	\$ -	\$ (650.00)	-
Security Services - Recovery	5566	\$ 1,800.00	\$ 1,375.00	\$ 2,195.00	\$ -	\$ (2,195.00)	-
Contributions	5570	\$ 43.00	\$ 396.32	\$ 773.91	\$ -	\$ (773.91)	-
Rebates Received	5574	\$ 102,572.00	\$ -	\$ 102,572.00	\$ -	\$ (102,572.00)	-
Other Misc Revenue	5575	\$ 4,300.00	\$ 20,085.00	\$ 30,955.00	\$ 53,684.00	\$ 22,729.00	57.66%
Restricted Donations	5576	\$ -	\$ 5,598.00	\$ 572.64	\$ -	\$ (572.64)	-
Incentive Income	5585	\$ 21.97	\$ 814.20	\$ 953.39	\$ 1,700.00	\$ 746.61	56.08%
Reimbursement - ROPS	5600	\$ -	\$ 161,273.64	\$ 141,101.73	\$ 560,000.00	\$ 418,898.27	25.20%
Revenue		\$ 259,518.23	\$ 1,017,148.60	\$ 1,148,979.56	\$ 11,545,086.00	\$ 10,396,106.44	9.95%
YTD comparison				\$ 131,830.96			
Personnel							
Full Time Salaries	6100	\$ 233,178.94	\$ 814,730.11	\$ 898,990.17	\$ 3,094,949.00	\$ 2,195,958.83	29.05%
Overtime Salaries	6101	\$ 1,453.81	\$ 6,973.75	\$ 5,424.27	\$ 28,035.00	\$ 22,610.73	19.35%
Car Allowance	6105	\$ 461.52	\$ 1,846.08	\$ 1,846.08	\$ 6,000.00	\$ 4,153.92	30.77%
Cell Phone Allowance	6108	\$ 1,308.00	\$ 4,561.07	\$ 5,082.00	\$ 18,070.00	\$ 12,988.00	28.12%
Part-Time Salaries	6110	\$ 24,559.95	\$ 174,965.05	\$ 184,470.95	\$ 608,614.00	\$ 424,143.05	30.31%
Retirement	6120	\$ 40,424.53	\$ 143,422.35	\$ 161,186.34	\$ 576,288.00	\$ 415,101.66	27.97%
457 Pension	6121	\$ 2,332.65	\$ 6,301.96	\$ 8,418.80	\$ 7,000.00	\$ (1,418.80)	120.27%
Deferred Compensation	6125	\$ 399.46	\$ 1,597.84	\$ 1,597.84	\$ 5,592.00	\$ 3,994.16	28.57%
Employee Insurance	6130	\$ 34,543.22	\$ 96,631.85	\$ 120,747.80	\$ 488,032.00	\$ 367,284.20	24.74%
Workers Compensation	6140	\$ 13,898.97	\$ 48,674.78	\$ 55,605.45	\$ 192,345.00	\$ 136,739.55	28.91%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 494,762.00	\$ 515,039.00	\$ 582,241.00	\$ 67,202.00	88.46%
Personnel		\$ 352,561.05	\$ 1,794,466.84	\$ 1,958,408.70	\$ 5,617,166.00	\$ 3,658,757.30	34.86%
YTD comparison				\$ 163,941.86			
Services and Supplies							
Telephone/Internet	6210	\$ 1,859.94	\$ 6,873.85	\$ 7,472.25	\$ 23,720.00	\$ 16,247.75	31.50%
IT Services	6220	\$ 8,242.28	\$ 24,808.96	\$ 28,723.49	\$ 72,199.00	\$ 43,475.51	39.78%
IT Hardware	6230	\$ -	\$ -	\$ 5,553.67	\$ 7,200.00	\$ 1,646.33	77.13%
Software Services	6240	\$ 3,219.50	\$ 24,762.34	\$ 14,344.41	\$ 45,854.00	\$ 31,509.59	31.28%
Pool Chemicals	6310	\$ 2,140.47	\$ 2,110.59	\$ 3,762.96	\$ 7,250.00	\$ 3,487.04	51.90%
Janitorial Supplies	6320	\$ 3,019.60	\$ 16,675.57	\$ 17,511.51	\$ 68,343.00	\$ 50,831.49	25.62%
Kitchen Supplies	6330	\$ 43.51	\$ 63.08	\$ 43.51	\$ 700.00	\$ 656.49	6.22%
Food Supplies	6340	\$ 194.39	\$ 1,018.83	\$ 1,570.80	\$ 7,545.00	\$ 5,974.20	20.82%
Water Maint & Service	6350	\$ 35.70	\$ 281.75	\$ 211.50	\$ 908.00	\$ 696.50	23.29%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 1,120.00	\$ 1,120.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,390.00	\$ 1,390.00	0.00%
Insurance Liability	6410	\$ -	\$ 188,794.00	\$ 212,058.00	\$ 441,778.00	\$ 229,720.00	48.00%
Equipment Maintenance	6500	\$ 16.19	\$ -	\$ 53.64	\$ 4,000.00	\$ 3,946.36	1.34%
Fuel	6510	\$ 5,369.21	\$ 19,188.48	\$ 17,576.85	\$ 58,204.00	\$ 40,627.15	30.20%
Vehicle Maintenance	6520	\$ 5,905.07	\$ 17,396.24	\$ 13,657.63	\$ 41,910.00	\$ 28,252.37	32.59%
Building Repair	6610	\$ 6,435.89	\$ 9,767.46	\$ 17,455.00	\$ 67,750.00	\$ 50,295.00	25.76%
HVAC Maintenance/Repairs	6620	\$ -	\$ -	\$ -	\$ 9,128.00	\$ 9,128.00	0.00%
Playground Maintenance	6630	\$ -	\$ -	\$ 10,084.73	\$ 35,000.00	\$ 24,915.27	28.81%
Grounds Maintenance	6710	\$ 10,979.12	\$ 31,768.42	\$ 41,155.15	\$ 104,760.00	\$ 63,604.85	39.29%
Contracted Pest Control	6730	\$ 1,800.00	\$ 600.00	\$ 1,800.00	\$ 7,200.00	\$ 5,400.00	25.00%
Rubbish & Refuse	6740	\$ 13,927.08	\$ 17,048.05	\$ 31,052.07	\$ 92,763.00	\$ 61,710.93	33.47%
Vandalism/Theft	6750	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%
Memberships	6810	\$ 9,548.00	\$ 14,275.00	\$ 14,653.00	\$ 17,052.00	\$ 2,399.00	85.93%
Office Supplies	6910	\$ 2,107.61	\$ 4,885.55	\$ 5,148.86	\$ 33,950.00	\$ 28,801.14	15.17%
Postage Expense	6920	\$ 250.00	\$ 6,105.92	\$ 6,751.97	\$ 20,200.00	\$ 13,448.03	33.43%
Advertising Expense	6930	\$ -	\$ 75.00	\$ 174.44	\$ 3,540.00	\$ 3,365.56	4.93%
Printing Charges	6940	\$ 1,014.88	\$ 2,503.63	\$ 2,737.89	\$ 13,121.00	\$ 10,383.11	20.87%
Bank & Registration Fees	6950	\$ 5,506.96	\$ 321.60	\$ 13,178.83	\$ 33,920.00	\$ 20,741.17	38.85%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 728,891.00	\$ 728,891.00	0.00%
Minor Furn Fixture & Equip	6980	\$ 79.83	\$ 10,206.08	\$ 694.07	\$ 9,437.00	\$ 8,742.93	7.35%
Fingerprint Fees (HR)	7010	\$ 72.00	\$ 200.00	\$ 216.00	\$ 3,360.00	\$ 3,144.00	6.43%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ -	\$ 6,675.00	\$ 6,675.00	0.00%

General Ledger
Fund 10 General Fund
October 2024 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Permit & Licensing Fees	7030	\$ 630.51	\$ 3,857.47	\$ 630.51	\$ 9,110.00	\$ 8,479.49	6.92%
Professional Services	7100	\$ 2,500.00	\$ 27,322.13	\$ 27,472.73	\$ 130,200.00	\$ 102,727.27	21.10%
Legal Services	7110	\$ 1,337.00	\$ 24,930.00	\$ 2,426.50	\$ 96,000.00	\$ 93,573.50	2.53%
Typeset and Print Services	7115	\$ -	\$ 11,681.76	\$ 10,263.39	\$ 38,100.00	\$ 27,836.61	26.94%
Instructor Services	7120	\$ 16,180.03	\$ 51,246.80	\$ 41,132.92	\$ 113,635.00	\$ 72,502.08	36.20%
PERS Admin Fees	7125	\$ 111.00	\$ 582.92	\$ 488.02	\$ 2,200.00	\$ 1,711.98	22.18%
Audit Services	7130	\$ -	\$ 750.00	\$ 4,050.00	\$ 17,425.00	\$ 13,375.00	23.24%
Medical & Health Svcs	7140	\$ -	\$ 240.00	\$ 335.00	\$ 10,720.00	\$ 10,385.00	3.13%
Security Services	7150	\$ 881.00	\$ 1,692.00	\$ 2,408.50	\$ 7,122.00	\$ 4,713.50	33.82%
Entertainment Services	7160	\$ -	\$ 487.87	\$ -	\$ 4,300.00	\$ 4,300.00	0.00%
Business Services	7180	\$ 10,629.60	\$ 34,630.82	\$ 89,926.94	\$ 180,532.00	\$ 90,605.06	49.81%
Umpire/Referee Services	7190	\$ 350.00	\$ 640.00	\$ 1,090.00	\$ 1,700.00	\$ 610.00	64.12%
Subscriptions	7210	\$ 11.98	\$ 239.46	\$ 146.78	\$ 3,017.00	\$ 2,870.22	4.87%
Rents & Leases - Equip	7310	\$ 603.22	\$ 4,937.64	\$ 7,696.94	\$ 50,870.00	\$ 43,173.06	15.13%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0.00%
Division Supplies	7410	\$ 3,843.23	\$ 5,606.78	\$ 13,116.74	\$ 16,660.00	\$ 3,543.26	78.73%
Program/Event Supplies	7420	\$ -	\$ -	\$ 200.55	\$ 19,330.00	\$ 19,129.45	1.04%
Bingo Supplies	7430	\$ 556.09	\$ 626.61	\$ 1,862.91	\$ 5,400.00	\$ 3,537.09	34.50%
Sporting Goods	7440	\$ 835.35	\$ 1,666.58	\$ 3,056.31	\$ 11,620.00	\$ 8,563.69	26.30%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ 431.86	\$ 1,575.00	\$ 1,143.14	27.42%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 4,770.00	\$ 4,770.00	0.00%
Small Tools	7500	\$ 1,077.81	\$ 475.12	\$ 4,074.72	\$ 6,000.00	\$ 1,925.28	67.91%
Safety Supplies	7510	\$ -	\$ 507.63	\$ -	\$ 4,619.00	\$ 4,619.00	0.00%
Uniform Allowance	7610	\$ 3,473.63	\$ 200.00	\$ 8,533.90	\$ 16,765.00	\$ 8,231.10	50.90%
Safety Clothing	7620	\$ -	\$ 200.00	\$ 1,504.53	\$ 6,450.00	\$ 4,945.47	23.33%
Conference&Seminar Staff	7710	\$ 1,314.93	\$ 4,795.00	\$ 2,503.93	\$ 20,453.00	\$ 17,949.07	12.24%
Conference&Seminar Board	7715	\$ -	\$ 750.00	\$ -	\$ 2,475.00	\$ 2,475.00	0.00%
Conference&Seminar Travel Exp	7720	\$ 724.17	\$ 1,835.64	\$ 1,943.94	\$ 5,854.00	\$ 3,910.06	33.21%
Out of Town Travel Board	7725	\$ 461.32	\$ 351.23	\$ 461.32	\$ 2,970.00	\$ 2,508.68	15.53%
Private Vehicle Mileage	7730	\$ 311.90	\$ 51.28	\$ 435.18	\$ 4,882.00	\$ 4,446.82	8.91%
Buses/Excursions	7750	\$ 2,144.61	\$ 6,888.43	\$ 4,652.85	\$ 12,200.00	\$ 7,547.15	38.14%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 2,362.52	\$ 4,819.82	\$ 6,869.50	\$ 49,413.00	\$ 42,543.50	13.90%
Utilities - Water	7820	\$ 122,284.81	\$ 246,828.01	\$ 337,062.48	\$ 905,155.00	\$ 568,092.52	37.24%
Utilities - Electric	7830	\$ 24,911.44	\$ 53,189.81	\$ 64,981.20	\$ 236,994.00	\$ 172,012.80	27.42%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 836.79	\$ 3,146.41	\$ 4,317.88	\$ 18,730.00	\$ 14,412.12	23.05%
Meals for Staff Training	7920	\$ 73.59	\$ 275.45	\$ 346.62	\$ 3,500.00	\$ 3,153.38	9.90%
Employee Morale	7930	\$ 1,162.43	\$ 346.67	\$ 1,504.72	\$ 5,500.00	\$ 3,995.28	27.36%
COP Debt - PV Fields	7950	\$ -	\$ 133,265.89	\$ 87,637.72	\$ 293,214.00	\$ 205,576.28	29.89%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	100.00%
Reserve Dry Period	7973	\$ -	\$ 65,203.00	\$ 50,000.00	\$ 50,000.00	\$ -	100.00%
Reserve Capital Improvements	7974	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	-
Reserve Repair/Oper/Admin	7975	\$ -	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	100.00%
Services and Supplies		\$ 281,376.19	\$ 1,163,998.63	\$ 1,333,209.32	\$ 4,439,888.00	\$ 3,106,678.68	30.03%
YTD comparison				\$ 169,210.69			
Capital							
General Capital	8400	\$ -	\$ -	\$ -	\$ 535,000.00	\$ 535,000.00	0.00%
Equip/Facility Replacement	8420	\$ 1,375.20	\$ -	\$ 53,467.91	\$ 55,000.00	\$ 1,532.09	97.21%
Lokker Playground	8507	\$ 100,226.98	\$ -	\$ 615,299.44	\$ 630,471.08	\$ 15,171.64	97.59%
Community Center Alarm	8517	\$ -	\$ -	\$ -	\$ 120,000.00	\$ 120,000.00	0.00%
Bob Kildee Parking Lot	8518	\$ -	\$ -	\$ -	\$ 117,089.00	\$ 117,089.00	0.00%
Cam Grove Parking Lot	8519	\$ -	\$ -	\$ -	\$ 110,063.00	\$ 110,063.00	0.00%
Cam Grove BBQ	8520	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Dos Caminos Parking Lot	8521	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Mel Vincent Parking Lot	8522	\$ -	\$ -	\$ -	\$ 27,000.00	\$ 27,000.00	0.00%
Pitts Ranch Tennis Court Resur	8523	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
Pitts Ranch Parking Lot	8524	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	0.00%
PV Parking Lot	8526	\$ -	\$ -	\$ -	\$ 186,000.00	\$ 186,000.00	0.00%
PV Field VFD Replacement	8527	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	0.00%
Springville Iron Fence Replace	8528	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	0.00%
Capital		\$ 101,602.18	\$ -	\$ 668,767.35	\$ 2,035,623.08	\$ 1,366,855.73	32.85%
YTD comparison				\$ 668,767.35			
Expense		\$ 735,539.42	\$ 2,958,465.47	\$ 3,960,385.37	\$ 12,092,677.08	\$ 8,132,291.71	32.75%
YTD comparison				\$ 1,001,919.90			
Revenue Total		\$ 259,518.23	\$ 1,017,148.60	\$ 1,148,979.56	\$ 11,545,086.00	\$ 10,396,106.44	9.95%
Expense Total		\$ 735,539.42	\$ 2,958,465.47	\$ 3,960,385.37	\$ 12,092,677.08	\$ 8,132,291.71	32.75%
YTD Revenue-Expenses			\$ (1,941,316.87)	\$ (2,811,405.81)			
YTD comparison				\$ (870,088.94)			

General Ledger
Fund 20 Assessment Fund
October 2024 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 3,061.47	\$ 17,778.73	\$ 19,583.36	\$ 35,000.00	\$ 15,416.64	55.95%
Assessment Revenue	5500	\$ 16.16	\$ -	\$ 16.16	\$ 1,341,735.00	\$ 1,341,718.84	0.00%
Revenue		\$ 3,077.63	\$ 17,778.73	\$ 19,599.52	\$ 1,376,735.00	\$ 1,357,135.48	1.42%
YTD Comparison				\$ 1,820.79			
Personnel							
Full Time Salaries	6100	\$ -	\$ 43,232.14	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ -	\$ 111.93	\$ -	\$ -	\$ -	0.00%
Part-Time Salaries	6110	\$ -	\$ 3,243.10	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ -	\$ 8,473.52	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ -	\$ 8,973.64	\$ -	\$ -	\$ -	0.00%
Workers Compensation	6140	\$ -	\$ 5,163.13	\$ -	\$ -	\$ -	0.00%
Personnel		\$ -	\$ 69,197.46	\$ -	\$ -	\$ -	0.00%
YTD Comparison				\$ (69,197.46)			
Services and Supplies							
Incidental Costs - Assess	6709	\$ 10,567.89	\$ 11,269.13	\$ 10,567.89	\$ 19,444.00	\$ 8,876.11	54.35%
Grounds Maintenance	6710	\$ -	\$ 4,528.82	\$ 6,200.38	\$ 78,293.00	\$ 72,092.62	7.92%
Tree Care	6719	\$ 40,275.61	\$ (552.34)	\$ 43,851.91	\$ 120,000.00	\$ 76,148.09	36.54%
Contracted LS Services	6720	\$ 63,808.05	\$ 60,477.81	\$ 157,863.37	\$ 610,938.00	\$ 453,074.63	25.84%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	0.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ 408,779.69	\$ 460,554.69	\$ 460,555.00	\$ 0.31	100.00%
Services and Supplies		\$ 114,651.55	\$ 484,503.11	\$ 679,038.24	\$ 1,352,800.00	\$ 673,761.76	50.20%
YTD Comparison				\$ 194,535.13			
Expense		\$ 114,651.55	\$ 553,700.57	\$ 679,038.24	\$ 2,729,535.00	\$ 2,030,897.24	50.20%
YTD Comparison				\$ 125,337.67			
Revenue Total		\$ 3,077.63	\$ 17,778.73	\$ 19,599.52	\$ 1,376,735.00	\$ 1,357,135.48	1.42%
Expense Total		\$ 114,651.55	\$ 553,700.57	\$ 679,038.24	\$ 2,729,535.00	\$ 2,030,897.24	50.20%
YTD Revenue-Expenses			\$ (535,921.84)	\$ (659,438.72)			
YTD Comparison				\$ (123,516.88)			

General Ledger
Fund 30 Quimby Fund
October 2024 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 16,926.07	\$ 116,154.96	\$ 71,365.70	\$ 200,000.00	\$ 128,634.30	35.68%
Revenue		\$ 16,926.07	\$ 116,154.96	\$ 71,365.70	\$ 200,000.00	\$ 128,634.30	35.68%
Capital							
Pickleball Sports Complex	8493	\$ 7,568.39	\$ 10,372.16	\$ 12,842.85	\$ 1,100,000.00	\$ 1,087,157.15	1.17%
Multi-Generation Center	8504	-	-	-	\$ 1,000,000.00	\$ 1,000,000.00	0.00%
Auditorium ADA Improvements	8511	\$ 105,455.99	-	\$ 148,682.47	\$ 355,964.00	\$ 207,281.53	41.77%
Community Ctr/Classroom Enhanc	8513	-	-	-	\$ 244,193.00	\$ 244,193.00	0.00%
Freedom Park ADA Bathroom	8529	-	-	-	\$ 500,000.00	\$ 500,000.00	0.00%
Capital		\$ 113,024.38	\$ 10,372.16	\$ 161,525.32	\$ 3,200,157.00	\$ 3,038,631.68	5.05%
Expense		\$ 113,024.38	\$ 10,372.16	\$ 161,525.32	\$ 3,200,157.00	\$ 3,038,631.68	5.05%
Revenue Total		\$ 16,926.07	\$ 116,154.96	\$ 71,365.70	\$ 200,000.00	\$ 128,634.30	35.68%
Expense Total		\$ 113,024.38	\$ 10,372.16	\$ 161,525.32	\$ 3,200,157.00	\$ 3,038,631.68	5.05%
YTD Revenue-Expenses			\$ (10,372.16)	\$ (161,525.32)			

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	-	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 2,058,396.19	\$ 192,093.51	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 2,012,207.59	\$ 637,001.41	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 231,108.98	\$ 243,244.02	8/10/2021
6/7/18	\$ 21,612.25	\$ 21,612.25	Crestview		\$ 21,612.25	-	6/7/2023
6/27/18	-	-	Aldersgate Construction		\$ 146,682.55	-	REFUNDED
3/6/19	\$ 35,242.00	\$ 70,484.00	Habitat for Humanity	Barry St (RPD-203)	-	\$ 35,242.00	9/17/2024
9/12/19	-	-	Aldersgate Construction		\$ 92,200.46	-	REFUNDED
11/21/19	\$ 1,264,500.00	\$ 1,000,000.00	Shea Homes		-	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	-	Williams Homes		-	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	-	Somis Ranch Phase 1		-	\$ 347,625.00	8/5/2027
10/20/22	\$ 278,100.00	-	Somis Ranch Phase 2		-	\$ 278,100.00	10/20/2027
3/15/23	\$ 313,508.00	-	Barry 60 LP		-	\$ 313,508.00	3/15/2028
	\$ 964,578.42	-	Interest Account		-	\$ 964,578.42	
Total	\$ 12,055,373.82	\$ 7,892,685.95			\$ 5,177,917.02	\$ 7,116,339.81	

General Ledger
Fund 40 Park Impact Fee Fund
October 2024 33.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 9,215.61	\$ 18,527.33	\$ 38,192.64	\$ 65,000.00	\$ 26,807.36	58.76%
Park Impact Fees	5450	\$ (7,864.64)	\$ 1,771,314.00	\$ 16,613.35	\$ -	\$ (16,613.35)	0.00%
Revenue		\$ 1,350.97	\$ 1,789,841.33	\$ 54,805.99	\$ 65,000.00	\$ 10,194.01	84.32%
<hr/>							
Revenue		\$ 1,350.97	\$ 1,789,841.33	\$ 54,805.99	\$ 65,000.00	\$ 10,194.01	84.32%
<hr/>							
Revenue Total		\$ 1,350.97	\$ 1,789,841.33	\$ 54,805.99	\$ 65,000.00	\$ 10,194.01	84.32%
Expense Total		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Services Manager

DATE: December 4, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF A
PROFESSIONAL SERVICES AGREEMENT WITH
LAUTERBACH & ASSOCIATES ARCHITECTS INC.
FOR CONTINUED ARCHITECTURAL DESIGN
SERVICES FOR FREEDOM PICKLEBALL COMPLEX**

SUMMARY

The District originally contracted with Lauterbach & Associates, Architects Inc. (“Lauterbach”) in December of 2021 to provide architectural services for the community input and design work of the Freedom Park Pickleball Complex located at 535 Houck Street in Camarillo. Staff is seeking Board approval for a professional services agreement with Lauterbach in the amount of \$40,375 for continued design services for the Freedom Pickleball Complex. The agreement covers additional services and resources required due to unforeseen circumstances, including an extended project timeline, additional design elements, and expanded coordination needs with Southern California Edison (SCE).

BACKGROUND

The Pleasant Valley Recreation and Park District initiated the Freedom Park Pickleball Complex project to convert the defunct Freedom Park Pool into a dedicated pickleball facility. The original contract with Lauterbach, valued at \$108,850 (plus a 15% contingency for a total of \$125,178), was approved for a 15-month duration. However, due to various unforeseen circumstances, the project has extended beyond its initial timeframe.

ANALYSIS

The project has experienced significant delays, extending nearly two years beyond the original contract period, requiring additional design work and coordination. The following unforeseen issues have contributed to the need for continued services:

1. **Extended Project Timeline:** The original contract period was exceeded, necessitating increased hours for project management and coordination, extending Lauterbach’s services by nearly two additional years.
2. **Unanticipated Coordination with SCE:** Extensive coordination with Southern California Edison was required to address existing power infrastructure impacts on the project site. This added complexity to the design process and necessitated additional consultations.

3. **Phasing Concept Added:** Although the project can technically be completed in a single phase, a phasing concept was added to provide flexibility and to address funding considerations, necessitating additional design adjustments and planning.
4. **Changes in Stormwater Requirements and Water Line Relocation:** Local regulatory changes in stormwater management required updates to the project’s civil engineering plans. Additionally, the discovery of an existing water line in a conflicting location required redesign and relocation efforts.
5. **Additional Design Elements:** Community feedback and further project review led to the inclusion of additional amenities such as shade structures, which was not part of the original scope of work.

Breakdown of Additional Services:

<u>Service</u>	<u>Cost</u>
Construction Documents – Phase E:	\$31,925
<i>Landscape architect</i>	
<i>Structural engineer</i>	
<i>Civil engineer</i>	
Meetings & Communication – Phase M:	\$8,450
<i>Civil engineering meetings contingency</i>	
Total additional: \$40,375	

FISCAL IMPACT

The proposed agreement will increase the total project amount by \$40,375, resulting in a new not-to-exceed total of \$165,553. The additional funds will be covered by the previously allocated \$1.4 million Quimby fund budget for the project, ensuring there are sufficient remaining funds for the initial construction phase.

Description	Amount
Original Contract	\$108,850
15% Contingency	\$16,327
Original contract total	\$125,177
Additional Agreement	\$40,375
New Total Project	\$165,552

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

- 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to enter into a professional services agreement with Lauterbach & Associates, Architects Inc., for a contract amount of \$40,375 for a new not-to-exceed total amount for design services of \$165,552 for this project.

ATTACHMENTS

- 1) 2021 Contract – Lauterbach & Associates, Architects Inc. – Freedom Pickleball Complex (20 pages)
- 2) 2024 Professional Service Agreement – Lauterbach & Associates, Architects Inc – Freedom Pickleball Complex (16 pages)

**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.
300 Montgomery Avenue, Suite C
Oxnard, CA 93036

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: Karl Lauterbach
Name: Karl Lauterbach
President / CEO

By: Mark Pettit
Name: Mark Pettit
Managing Architect

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:</i>			
<i>Landscape Architect</i>	<i>\$ 5,175</i>		
<i>Electrical Engineer/Prometerics</i>	<i>\$ 1,500</i>		
<i>Renderings (max 3)</i>	<i>\$ 900</i>		
II.C Construction Documents	Phase E	Fixed Fee	\$ 69,275
• <i>Estimated Fee (Section IV) for Phase E includes the following consultant fees:</i>			
<i>Electrical Engineer</i>	<i>\$ 4,400</i>		
<i>Landscape Architect</i>	<i>\$ 12,075</i>		
<i>Mechanical & Plumbing Engineer</i>	<i>\$ 6,400</i>		
<i>Structural Engineer</i>	<i>\$ 6,900</i>		
<i>Title 24</i>	<i>\$ 500</i>		
<i>Civil Engineer</i>	<i>\$ 33,000</i>		
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)			
• <i>Estimated Fee (Section IV) for Phase G includes the following consultant fees:</i>			
<i>Electrical Engineer</i>	<i>\$ 1,500</i>		
<i>Landscape Architect</i>	<i>\$ 3,000</i>		
<i>Mechanical & Plumbing Engineer</i>	<i>\$ 1,500</i>		
<i>Structural Engineer</i>	<i>\$ 1,500</i>		
<i>Civil Engineer</i>	<i>\$ 6,200</i>		
II.F Meetings & Communication	Phase M	Time & Materials	\$ 6,000

** 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.



Document Details

Title	Please Sign: 20-210404 PV Rec & Parks- (Pickleball) Houck St & Skyway Dr , Cam-Gov NC
File Name	2021-12-06 Client's Agreement - Schematic, DPP, CDs, CCP, CA & Mtgs - Phases B, C, E-G & M.pdf
Document ID	b9c5fcc6730242e3b7d700e3ce52bb71
Fingerprint	d725fc1204a9a214b529247b4aefcf72
Status	Completed

Document History

Document Created	Document Created by Mary Mick (mary.mick@la-arch.com) Fingerprint: d725fc1204a9a214b529247b4aefcf72	Dec 09 2021 12:08AM UTC
Document Sent	Document Sent to Mark Pettit (msp@la-arch.com)	Dec 09 2021 12:08AM UTC
Document Sent	Document Sent to Karl Lauterbach (ksl@la-arch.com)	Dec 09 2021 12:08AM UTC
Document Viewed	Document Viewed by Karl Lauterbach (ksl@la-arch.com) IP: 47.181.145.80	Dec 09 2021 12:15AM UTC
Document Signed	Document Signed by Karl Lauterbach (ksl@la-arch.com) IP: 47.181.145.80	Dec 09 2021 12:15AM UTC
Document Viewed	Document Viewed by Mark Pettit (msp@la-arch.com) IP: 47.181.145.80	Dec 09 2021 04:49PM UTC
Document Signed	Document Signed by Mark Pettit (msp@la-arch.com) IP: 47.181.145.80	Dec 09 2021 04:50PM UTC
Document Completed	This document has been completed. Fingerprint: 2b3f34ea0f4ac4be83d0a6e0fb3d6266	Dec 09 2021 04:50PM UTC

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

This agreement is made and entered into, effective December 4, 2024 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“District”), and Lauterbach & Associates, Architects, Inc. a California corporation (“Consultant”).

RECITALS

WHEREAS, the District contracted 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”) in December of 2021,

WHEREAS, the District requires additional design work for the same 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, 2026. 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: **\$ 40,375**

- 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 Matthew Parker, 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: Matthew Parker, 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
Title: General Manager

ATTEST:

By: _____
Jessica Puckett
Title: Clerk of Board

Consultant:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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 further 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 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 ADDITIONS:

- A. Number of courts increased from approximately twelve to sixteen courts.
- B. Shade structure and entrance feature gate added to project at main court.
- C. Extended time frame from one to approximately three years for planning review, including extensive Southern California Edison coordination.
- D. Address existing electrical poles and relocation.
- E. Provide additional SWPPP (Stormwater Masterplan) per City of Camarillo requirements.

II. SCOPE OF WORK:

- A. 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.*

B. Meetings & Communication (Phase M)

1. For meetings and communication described in phases above.

Construction Documents Phase E 10 to 12 hours**, estimated.

***NOTE: Hour totals quoted above include travel time, if any.*

III. SCHEDULE OF DELIVERABLES:

A. 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 eight (8) 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.

B. Proposed Project Schedule

1. Construction Document Phase Plan and Check Process January 2025 – June 2025 (6 weeks).
2. Construction Contract Procurement Phase July 2025.
3. Limited Construction Contract Administration September 2025.
4. Completion of Project March 2026.

IV. FEE:

- A. Our total fee for the Scope of Work outlined above is an estimated **\$40,375***, phased as follows:

II.A	Construction Documents	Phase E	Fixed Fee	\$ 31,925
	<i>• Estimated Fee (Section IV) for Phase E includes the following consultant fees:</i>			
	<i>Civil Engineer</i>	<i>\$ 13,775</i>		
	<i>Landscape Architect</i>	<i>\$ 2,750</i>		
	<i>Structural Engineer</i>	<i>\$ 4,400</i>		
II.B	Meetings & Communication	Phase M	Time & Materials	\$ 8,450
			<i>(Estimated)</i>	
	<i>• Estimated Fee (Section IV) for Phase M includes the following consultant fees:</i>			
	<i>Civil Engineer</i>	<i>\$ 2,750</i>		

Total Fee for these Additional Services \$ 40,375

Original Contract dated 12/06/2021 \$ 125,177

TOTAL PROJECT AMOUNT \$ 165,552

** 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. 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 (60) days will have work suspended until the account is brought current.*
- C. 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.
- D. 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.
- E. 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. Civil engineering (off-site), design services or studies.
 - 2. Fire sprinkler design, calculations, or approvals. This is assumed to be a design build item performed by the General Contractor.
 - 3. LEED certification or other specified sustainable building certification or program.
 - 4. Permits or agency fees.
 - 5. Soils engineering or services.
 - 6. Solar design services.
 - 7. Survey services.
 - 8. Traffic, parking, drainage, noise, utility, environmental, and /or other studies.
 - 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. 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 fifteen (15) months from receipt of this signed contract and scheduling, 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 L&A 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.

- 7. ORAL COMMUNICATION – INFORMATIONAL ITEMS, which do not require action but relate to District Business, will be reported by members of the Board and staff as follows:**
 - A. Chair Malloy**
 - B. Ventura County/California Special District Association**
 - C. Santa Monica Mountains Conservancy**
 - D. Standing Committees – Finance**
 - E. Foundation for Pleasant Valley Recreation and Parks**
 - F. General Manager’s Report**
 - G. Board Members**

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRE, Administrative Analyst

DATE: December 4, 2024

SUBJECT: CONSIDERATION AND AFFIRMATION OF NEWLY ELECTED BOARD MEMBERS IN THE 2024 GENERAL ELECTION

BACKGROUND

The Pleasant Valley Recreation and Park District consolidated the District’s General Election with the County of Ventura’s General Election held on November 5, 2024. At the close of the filing of the elections, the County Clerk and Recorder received the incumbents’ Declaration of Candidacy for Director Bev Dransfeldt for District 3. Directors Mark Malloy and Jordan Roberts chose not to run for re-election.

ANALYSIS

The 2024 election was the first election being held under the newly created districting format for Districts 1, 3, and 5. Only one candidate filed a Declaration of Candidacy for District 1, Mr. Nick Fernandez, and was therefore declared the winner by the County on September 4, 2024. For District 3, two candidates filed a Declaration of Candidacy and were placed on the ballot, Bev Dransfeldt and Ms. Pamela Krausz. For District 5, two candidates filed a Declaration of Candidacy and were placed on the ballot, Ms. Mary Kennedy and Mr. David Schlangen.

The Directors are to take office on the first regular meeting in December following the election. The Clerk of the Board will administer the Oath of Office to the board members as they assume their seats for a four-year term as Directors of the Pleasant Valley Recreation and Park District.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN COMPLIANCE

This action is not applicable to any directives in the 2021-2026 Strategic Plan.

RECOMMENDATION

It is recommended the Board affirm and receive the identified individuals as members of the Board of Directors.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRE, Administrative Analyst

DATE: December 4, 2024

**SUBJECT: SELECTION OF CHAIR, VICE-CHAIR AND
SECRETARY FOR THE 2025 BOARD OF DIRECTORS**

BACKGROUND

As part of the Board bylaws and rules of procedures, the Board of Directors shall reorganize by electing its officers for a one-year term each year as follows:

- i. At its regular December Board meeting, or
- ii. In an election year, at the first meeting after the election results have been certified, and within 45 days of the general district election.

The Board 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 2025.

ATTACHMENTS

- 1) Nomination Sheets for 2025 Chair, Vice-Chair and Secretary Positions (3 pages)



Pleasant Valley Recreation & Park District

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

BOARD OF DIRECTORS

MARK MALLOY
BEV DRANSFELDT
JORDAN ROBERTS
ROBERT KELLEY
ELAINE MAGNER

GENERAL MANAGER

MARY OTTEN

2025 - [12-4-2024]

Nomination for **CHAIR**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **CHAIR**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____



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BOARD OF DIRECTORS

MARK MALLOY
BEV DRANSFELDT
JORDAN ROBERTS
ROBERT KELLEY
ELAINE MAGNER

GENERAL MANAGER

MARY OTTEN

2025 - [12-4-2024]

Nomination for **VICE-CHAIR:** _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **VICE-CHAIR:** _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____



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BOARD OF DIRECTORS

MARK MALLOY
BEV DRANSFELDT
JORDAN ROBERTS
ROBERT KELLEY
ELAINE MAGNER

GENERAL MANAGER

MARY OTTEN

2025 - [12-4-2024]

Nomination for **SECRETARY**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

Nomination for **SECRETARY**: _____

A nomination by Director _____

Seconded by Director _____

Voting was as follows:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____