



**Tehachapi Valley**  
Recreation & Park District

**TEHACHAPI VALLEY  
RECREATION AND PARK DISTRICT  
490 WEST D STREET, TEHACHAPI, CA 93561**

**REGULAR BOARD MEETING  
TUESDAY, JULY 26, 2016, 5:30 P.M.**

**BOARD OF DIRECTORS**

CRAIG MIFFLIN, CHAIRPERSON  
PAULETTE RUSH, VICE-CHAIRPERSON  
BRIAN DUHART, DIRECTOR  
MARY LOU CORPUS-ZAMUDIO, DIRECTOR  
LAURA LYNN WYATT, DIRECTOR

**A G E N D A**

**1. FLAG SALUTE**

**2. ROLL CALL**

**3. PUBLIC COMMENTS**

*The Tehachapi Valley Recreation and Park District Board of Directors welcome public comments on any items within the subject matter jurisdiction of the District. We respectfully request that this public forum be utilized in a positive and constructive manner. Items addressed during Public Comment section are generally matters not included on the posted agenda and therefore the Board will take no action at this meeting. Such items, however, may be added to a future meeting's agenda. Speakers are limited to two (2) minutes. Please state your name or organization represented, if any, before making presentation. Thank you.*

**4. CONSENT CALENDAR**

*All items listed on the Consent Calendar shall be considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board request specific items to be removed from the Consent Calendar for separate action.*

- A. Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3).
- B. Approval of Minutes from the Regular Board Meeting held June 21, 2016 (Pages 4-7).
- C. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2016 Mountain Festival, Resolution #12-16 (Pages 8-24).
- D. Approving the District Manager to Spend an Amount not to Exceed \$5,511.35 for the Purchase of One Mower for use in the Maintenance Department, (Page 25).

- E. Approving the TVRPD Salary Schedule and Job Descriptions, Resolution #13-16 (Pages 26-73).
- F. Authorizing the Treasurer of the County of Kern to Transfer Funds in its Custody for Meeting the Obligations Incurred for the Maintenance and Operations of the District – Tehachapi Valley Recreation and Parks District is Requesting a Property Tax Advance in the Amount of \$400,000.00, Resolution # 14-16 (Pages 74-75).

**5. COMMUNITY RELATIONS & SPORTS SUPERVISOR REPORT**

**6. SPECIAL EVENTS & YOUTH PROGRAMS SUPERVISOR REPORT**

**7. PARK AND FACILITY MAINTENANCE SUPERVISOR REPORT**

**8. DISTRICT MANAGER REPORT**

**9. FINANCIAL REPORT**

**10. AGENDA ITEMS**

- A. Approval of the Preliminary Financial Reports for June 2016 – Discussion/Approval (Pages 76-87).
- B. Approval of the Dye Natatorium Operational Season – Discussion/Approval.
- C. Approving the District Manager to Execute a Loan in an Amount not to Exceed \$587,500.00 for Improvements to District Properties – Discussion/Approval, Resolution #15-16 (Pages 88-135).
- D. Approving the District Manager to Execute a Contract with NJPA in an Amount not to Exceed \$215,500.00 for Improvements to West Park Activity Center, a Five Percent Change Order not to Exceed \$10,757.00, and Approving The Gordian Group Work Order Subject to the Parties Entering into a Mutually Agreeable Construction Contract as Approved by District Counsel - Discussion/Approval, Resolution #16-16 (Pages 136-154).
- E. Discussion/Approval of the Tehachapi Valley Recreation and Park District's Fiscal Year 2016/2017 Annual Budget.
  - 1. Public Hearing
  - 2. Approval of Tehachapi Valley Recreation and Park District Final Budget for Fiscal Year 2016/2017 - Discussion/Approval, Resolution #17-16 (Pages 155-188).
- F. Adoption of Tehachapi Valley Recreation and Park District's Disposition of Property Resolution and Authorizing the Donation of Six Field Lights and Poles from Meadowbrook Park to the Tehachapi Mountain Rodeo Association, a Nonprofit Organization – Discussion/Adoption, Resolution, #18-16 (Pages 189-191).

**11. BOARD OF DIRECTORS' TIME**

*Opportunity for the Board to comment on items not listed on the agenda.*

**12. CLOSED SESSION**

- A. District Manager performance evaluation per GOVERNMENT CODE SECTION 54957 (b)(1).

**13. ADJOURNMENT**

*Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on August 16, 2016.*



## **Tehachapi Valley**

### **Recreation & Park District**

#### **CERTIFICATE OF POSTING AGENDA**

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the July 26, 2016, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, July 22, 2016, at 12:00 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at [www.tvrpd.org](http://www.tvrpd.org)

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 22<sup>nd</sup> day of July 2016.

Dated this 22<sup>nd</sup> day of July 2016.

*Carrie Champlin*  
Carrie Champlin  
Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING  
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT  
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561  
TUESDAY JUNE 21, 2016, 5:30 P.M.**

**CALL TO ORDER:** Board Meeting Convened By Chairperson Mifflin at 5:30 P.M.

**BOARD MEMBERS:** Craig Mifflin, Chairperson  
Paulette Rush, Vice-Chairperson  
Brian Duhart, Director  
Mary Lou Corpus-Zamudio, Director  
Laura Lynn Wyatt, Director

**ALSO PRESENT:** LeAnn Williams, District Manager  
Seth Carroll, Community Relations & Sports Supervisor  
Corey Torres, Special Events & Youth Programs Supervisor  
Nolan Ferdinand, Park and Facility Maintenance Supervisor  
Greg Garrett, City of Tehachapi Manager  
Bill Fisher, General Manager GHCSO  
Pam Pousson  
Mike Mackenzie

1. **FLAG SALUTE:** Director Corpus-Zamudio led the Flag Salute.
2. **ROLL CALL:** All present.
3. **PUBLIC COMMENTS:** City Manager Greg Garrett commented on Central Park and how great it looks and thanked District Manager Williams and staff for their work in getting the park ready for the Fourth of July.
4. **CONSENT CALENDAR**
  - A. **Secretary Declaration of Posting of Agenda 72 hours in Advance of Meeting**  
Declaration by the Clerk of the Board of Directors that the agenda was posted at least 72 hours in advance of meeting. BOARD APPROVED SECRETARY DECLARATION.  
**Duhart – Rush: Ayes: Mifflin; Rush; Corpus-Zamudio; Duhart; Wyatt**  
**Noes: None. Motion carried.**  
**Absent: None**
  - B. **Approval of the Minutes from the Regular Board Meeting held May 17, 2016.**  
Request by Clerk of the Board of Directors to approve the minutes from the May 17, 2016 Regular Board Meeting.  
**Duhart – Rush: Ayes: Mifflin; Rush; Corpus-Zamudio; Duhart; Wyatt**  
**Noes: None. Motion carried.**  
**Absent: None**
  - C. **Approval of the California Disaster Assistance Act Program Resolution.**  
**Duhart – Rush: Ayes: Mifflin; Rush; Corpus-Zamudio; Duhart; Wyatt**  
**Noes: None. Motion carried.**  
**Absent: None**



## **5. COMMUNITY RELATIONS & SPORTS SUPERVISOR REPORT**

Seth Carroll gave the report.

- Senior Sports: Working on a Senior Walking Soccer League.
- Warrior Run registration is open and so far we have 60 participants registered.
- Youth Flag Football is underway with 11 teams and 90 participants.
- Old Timers Picnic invitations have been mailed. Event date is August 7, 2016.

## **6. SPECIAL EVENTS & YOUTH PRORAMS SUPERVISOR REPORT**

Corey Torres gave the report.

- British Soccer Camp has 35 participants. Next camp will take place in August.
- Upcoming events: Battle of the Bands June 25, 2016. Five bands are registered so far and will include a craft beer garden at the event.
- Super Kids Music Show July 23, 2016.
- Movies in the Park. Cinderella event date will be Friday June 24, 2016.
- Working on a skate park event with hotdog barbeque and music.
- Lego Camp started this week. We will have Star Wars and Mine Craft Lego Camps in August.
- Smart Start Baseball begins June 30, 2016.

## **7. PARK AND FACILITY MAINTENANCE SUPERVISOR REPORT**

Nolan Ferdinand gave the report.

- Brite Lake – New Camp Hosts: Tommy and Michelle Zambrano. The septic tank at Brite Lake needs to be replaced.
- Central Park – Removal of seven trees. One tree did have a carving on it and the carving was preserved and stored for future use. Removal of poured solid surface at the playground and installation of new safety fall surface material. Ferdinand thanked the City of Tehachapi for helping remove the demoed material with their loader.

## **8. DISTRICT MANAGER REPORT**

LeAnn Williams gave the report.

- Williams thanked staff for their hard work at Central Park and complemented them on finishing the project in time to have the park open for the weekend.
- Meadowbrook Park Refurbishment Project – Project completion should be mid-September. A large amount of buried concrete was found at the project site that will be an added expense to remove.
- Bakersfield Californian Foundation Grant Award – Bike rack purchase approval will be on the August or September agenda.
- Dye Natatorium – Project is on schedule. After the removal of the damaged insulation, some electrical problems were discovered. Electrical repairs are in progress. Swim Lessons will be scheduled as soon as we have a firm completion date.
- Central Park – Thanked the City of Tehachapi for their help in moving the demoed concrete. An Expression Swing was installed. The swing was purchased with the money donated by California Correctional Institution. A second Expression Swing was donated by GameTime and is scheduled to be installed.

## 9. FINANCIAL REPORT

Office Manager Carrie Champlin gave the report.

## 10. AGENDA ITEMS:

### A. Approval of the Preliminary Financial Reports for May 2016.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR MAY 2016.

Duhart – Wyatt: Ayes: Mifflin; Rush; Corpus-Zamudio; Duhart; Wyatt

Noes: None. Motion carried.

Absent: None

### B. Discussion/Approval of the Tehachapi Valley Recreation and Park District's Preliminary Fiscal Year 16/17 Annual Budget.

#### 1. Public Hearing – Opened at 6:00 P.M.

Mike Mackenzie suggested programming sports for seniors.

A suggestion was made from a member of the audience for the Board to allocate more money to the Dye Natatorium and extend the operational season of the facility.

Public Hearing - Closed at 6:05 P.M.

#### 2. Approval of Tehachapi Valley Recreation and Park District Preliminary Budget for Fiscal Year 2016/2017 - Discussion/Approval, Resolution #10-16

BOARD APPROVES TEHACHAPI VALLEY RECREATION AND PARK DISTRICT PRELIMINARY BUDGET FOR FISCAL YEAR 2016/2017, RESOLUTION #10-16.

Rush – Corpus-Zamudio: Ayes: Mifflin; Rush; Corpus-Zamudio; Duhart; Wyatt

Noes: None. Motion carried.

Absent: None

### C. Approving the District Manager to Spend an Amount not to Exceed \$25,999.99 for the Purchase of Two Mowers for use in the Maintenance Department, Resolution #11-16.

BOARD APPROVES THE DISTRICT MANAGER TO SPEND AN AMOUNT NOT TO EXCEED \$24,999.99 FOR THE PURCHASE OF TWO MOWERS FOR USE IN THE MAINTENANCE DEPARTMENT, RESOLUTION #11-16.

Duhart – Corpus-Zamudio: Ayes: Mifflin; Rush; Corpus-Zamudio; Duhart; Wyatt

Noes: None. Motion carried.

Absent: None

### D. Dye Natatorium Ad Hoc Committee – Discussion.

Special Events & Youth Programs Supervisor Corey Torres gave the report. *Report on file.*

Dye Natatorium expenses for last year totaled \$140,000.00. Dye Natatorium income for last year totaled \$60,000.00. Dye Natatorium user numbers were presented to the Board.

The recommendation from the Dye Natatorium Ad Hoc Committee is to run a three to five month operational season.

Pam Pousson stated that the user numbers would increase if there were more consistency with the pool schedule and staff. Mrs. Pousson also suggested a punch card and discount incentives.

Mrs. Pousson suggested looking into partnering with physical therapy companies to increase revenue. Director Wyatt and the Board thanked Mrs. Pousson for her comments and suggestions.

Director Corpus-Zamudio stated that we are evaluating everything and we want to provide the maximum operational season that is fiscally responsible. Director Rush stated that the consistency of the operating season has been dictated by the maintenance and repairs needed for the aging facility. Director Duhart thanked the Dye Natatorium Ad Hoc Committee for their work. Vice-Chairperson Rush thanked Corey Torres for his work with the Dye Natatorium Ad Hoc Committee. Director Corpus-Zamudio asked Pam Pousson to meet with Corey Torres as a

representative of the community. Vice-Chairperson Rush requested a report from the contractor on the suggested operating parameters for the facility.

**E. Budget Ad Hoc Committee – Discussion.**

District Manager Williams gave the report. A presentation was given to the Board presenting options for infrastructure upgrades at District properties and what improvements and upgrades would be accomplished if the District pursues obtaining a loan. Recommendations for a vote on the loan will be on next month's agenda.

- 12. BOARD OF DIRECTORS TIME:** Vice-Chairperson Rush thanked staff for their hard work. Director Corpus-Zamudio thanked Seth Carroll for his work on the NFL Youth Flag Football League. Director Wyatt stated that we as a Board are focused on taking care of deferred maintenance and providing new programs to serve our diverse community. Chairperson Mifflin recognized Golden Hills and the City of Tehachapi and stated that they are the backbone of our District. TVRPD serves double the people it receives revenue from and that adds to our challenge. Chairperson Mifflin stated that TVRPD staff has stepped up to the challenge and provides a great service to our community.

**13. ADJOURNMENT:**

Having no further business the meeting was adjourned at 7:02 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on July 26, 2016.

**Wyatt - Rush: Ayes: Mifflin; Rush; Corpus-Zamudio; Duhart; Wyatt**

**Noes: None. Motion carried.**

**Absent: None**

Respectfully Submitted,

Carrie Champlin  
Carrie Champlin, Clerk of the Board

## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT made this 1st day of July, 2016, by and between the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, hereinafter referred to as "District," and the TEHACHAPI CHAMBER OF COMMERCE, INC., hereinafter referred to as "Licensee,"

### **WITNESSETH:**

WHEREAS, District is the owner of record of that certain property commonly referred to as "Central Park, including the "D" Street extension, as legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Licensee wishes to use the Premises to conduct the annual Tehachapi Mountain Festival (the "Mountain Festival"); and

WHEREAS, District is agreeable to granting Licensee a license to conduct the Mountain Festival at the Premises under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. **LICENSE.** District hereby grants to Licensee a revocable license and right to enter upon and have use of the Premises for the purpose of conducting the Mountain Festival. The parties understand and agree that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor. The parties agree that this instrument is merely for the purpose of allowing licensee to use the Premises for the purpose of conducting its annual Mountain Festival and such activities related and incidental thereto.

2. TERM. The term of this license shall be from **August 19, 2016 to August 21, 2016**. The hours of use shall be from **7:00 a.m. to 10:00 p.m.** each day.

3. FEE. A fee shall be charged by District to Licensee for the issuance of this license. The fee shall include a rental fee of **\$500.00** and any legal fees incurred by District, not to exceed **\$400.00**, for review of this License Agreement, insurance requirements and pertinent documents.

4. INSURANCE.

(A) Licensee shall purchase and maintain in force during the term of this license and any extensions thereof and for the location described herein comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence with the following coverages and extensions of coverage:

(1) Bodily injury, including death resulting therefrom, and property damage liability;

(2) Bodily injury including death resulting therefrom, and property damage arising out of operations performed for Licensee by independent contractors;

(3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Premises but arising out of the activities conducted under this agreement.

(4) Non-owned automobile liability for on-Premises and off-Premises activity;

(5) Coverage for all loading or unloading of vehicles on-Premises and off-Premises to the extent that said off-Premises loading is related to the activities to be conducted under this license;

(6) For bodily injury, including death resulting therefrom, and property damage for

all employees, volunteers, or other persons performing services for the Licensee and to the spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;

(7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify District as set forth in Article 5 herein;

(8) Liquor legal liability and host liquor liability;

(9) Hazard liability and completed operations hazard liability.

(B) All insurance policies of Licensee shall include the District and all of its agents, officers, directors, employees, representatives, and District volunteers as additional insured.

(C) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District.

(D) Said insurance shall be primary coverage insurance and no insurance of District shall be called upon to contribute to a loss under the limits of Licensee's insurance.

(E) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to District.

(F) Licensee shall provide District on or before **August 1, 2016** with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of this Article 4. Licensee shall further provide District on or before **August 1, 2016**, with a facsimile of said insurance policy or policies.

(G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than \$1,000,000 per occurrence covering their activities at the

Mountain Festival. Policy must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide District with a certificate of insurance reflecting that the foregoing coverage is in full force and effect and endorsements to their insurance policies naming Tehachapi Valley Recreation and Park District, its Directors, Officers, Employees and Agents as additional insured and agreeing to notify District at least 30 days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by District. District also retains the right to request a copy of any insurance policy including the declarations page and all exclusions and endorsements for review. All of the foregoing shall be subject to District's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Premises.

(H) In the event of cancellation of any of the insurance described herein, or any portion of said insurance, Licensee shall immediately cease all operations under this license and vacate the Premises. The District's Manager shall have the right to terminate all operations in the event Licensee fails or refuses to do so.

5. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the District, its officers, agents, directors, and employees, from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this agreement, Licensee's use of the Premises, or occasioned by the performance or attempted performance of the Licensee including but not limited to any act or omission to act on the part of Licensee or its agents, employees, volunteers, or contractors.

6. OBLIGATIONS OF LICENSEE. In addition to all other requirements set forth in this

agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall:

(A) Provide sufficient security personnel at the Premises and the areas immediately adjacent to the Premises throughout the term of this Agreement and to the satisfaction of the District's Manager. Said security personnel shall be adequate to police the activities of all participants in and visitors to Licensee's activities at the Premises and the areas immediately adjacent thereto during the term of this agreement;

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions, and provide crowd control in the manner and to the satisfaction of the District's Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of the public;

(C) Provide all necessary sanitary facilities to accommodate the expected crowds throughout the term of this agreement and provide adequate medical facilities including, but not limited to, an ambulance and first aid facilities throughout the term of this agreement;

(D) Obtain all licenses, permits, and other authorizations required by applicable agencies, promptly pay and discharge all lawful taxes and assessments which may be levied by any federal, state, county or other tax levying body or any taxable interest of Licensee as well as all taxes and assessments on taxable personal property of whatever nature owned by Licensee and located on the Premises, and promptly pay all excise, license, sales, and permit fees of whatever nature applicable to the operation of Licensee's business;

(E) Ensure that adequate and proper access for operators, concessionaires, visitors, participants, and emergency vehicles to the Premises be provided and maintained at all times during the



term of this Agreement. Further, Licensee shall set aside, identify by appropriate signage, and keep clear for use a passenger loading area at the Premises equal in length to at least two regulation automobile parking spaces situated side-by-side to be used exclusively for the loading and unloading of persons with restricted mobility including the handicapped, elderly, and infirm; and

(F) Be responsible for and perform all repair and maintenance of all areas of the Premises impacted Licensee's activities, including without limitation the mitigation of soil compaction and irrigation, plumbing, electrical and /or structural repairs under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and completed pursuant to the requirements of Article 10 set forth hereinafter.

(G) List and promote the Tehachapi Valley Recreation and Park District as a partnering agency and presenting sponsor of the Tehachapi Mountain Festival, to include the placement of the TVRPD logo in Tehachapi Mountain Festival multimedia media, marketing and advertising materials, banners, and digital and printed promotional items.

(H) Provide the District and/or its affiliate, the Tehachapi Parks Foundation with a predetermined vender site with in the Premises for the duration of the Term at no cost.

7. NO WARRANTIES. District makes no warranty or representations as to the condition of the Premises or its use for Licensee's purposes. District shall not be responsible for any loss of or damage to any of Licensee's property or the property of any participants or of any exhibitors,

concessionaires, officials, security personnel, spectators, visitors, or other persons involved in any way in Licensee's activities.

8. ADVERTISING CONTENT AND PROMOTION. Licensee shall be solely responsible for promoting and advertising its events. Licensee, with the exception stated in Section 6(G), shall not refer to District's directors, officers, employees or volunteers in any advertising, in any manner whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

9. INCOME. Except as otherwise required herein, Licensee shall be exclusively responsible for all concession and admission fee arrangements. All income generated thereby shall be the exclusive property of Licensee.

10. CLEAN UP AND DAMAGES. Prior to event setup the District shall facilitate a facility walk through with Licensee representatives in effort to identify pre-existing damages and/or areas of concern. On or before **July 19, 2016**, Licensee shall deposit with District the sum of **\$1,000.00** representing a cleaning and damage deposit. If, in the sole opinion of District, Licensee fails to perform its obligations set forth hereinafter concerning clean up and repair of damages, District may, at its sole option, perform such clean up and repairs and deduct the cost thereof from the cleaning deposit. To the extent that any portion of the cleaning deposit remains after such work, the remaining amount shall be returned to Licensee.

Clean up of the Premises shall be the responsibility of Licensee and shall be completed not later than **1:00 p.m. on Monday, August 22, 2016**. In the event significant damages and/or unsatisfactory clean up efforts are identified the District Manager will facilitate a post-event walk though with Licensee representatives. Licensee shall cause to be repaired at its own expense any and all damage to the

Premises which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Mountain Festival. Repairs shall be accomplished by Licensee no later than **September 4, 2016**, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by Licensee to clean up or to make such repairs required under this Section 10 in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, District, at its option, may perform clean up and make such repairs and deduct the cost thereof from the cleaning deposit to the extent that said deposit is sufficient to cover the costs, and if it is not, District may, at its sole option, charge Licensee the amount of said clean up and repairs in excess of the cleaning deposit.

11. **SAFETY.** Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Premises during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others shall be expelled from the Premises and barred from reentry. It shall be the duty of Licensee to ensure that safety will be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the District's Manager or, in the Manager's absence, the highest official representative of District at the Premises is of the opinion that Licensee is not fulfilling its requirement hereunder, said Manager or other District personnel may stop any and all activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full

authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Premises.

12. NON-DISCRIMINATION. Licensee shall not discriminate against any person or class of person by reason of age, sex, race, color, creed, national origin, religion, ancestry, or disability in the use of the Premises including when administering all charges, admission fees and concession charges, which charges shall be administered on a fair, equal, and non-discriminatory basis to all persons. It shall be the sole responsibility of Licensee to administer all such fees and charges.

13. DISTRICT RULES. Licensee shall obey all rules and regulations promulgated by District and as amended from time to time. Said rules and regulations, **(TVRPD Ordinance NO. 01-10, Section 8)**, are on file with the District Manager and Licensee hereby acknowledges that it has read those rules and regulations and shall comply therewith where applicable. Licensee shall further comply with any written directives of the District Manager or his designated representative during the term of the Agreement.

14. ORDERLY USE. Licensee's use of the Premises shall be orderly and peaceable and in strict compliance with and shall not be in violation of any applicable laws or ordinances.

15. TERMINATION. This license may be terminated by District or its Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following:

(A) The default by Licensee in the performance of any of the terms of this Agreement as determined by District's Manager in his sole discretion;

(B) The failure of Licensee to conduct its activities in a safe and orderly manner as determined by District's Manager in his sole discretion;

(C) The failure of Licensee to expel or otherwise restrict from the Premises any person or persons acting in such a way as to compromise their safety or the safety of others;

(D) The assignment of this license in whole or in part without the expressed written consent of District.

In the event District's Manager terminates this Agreement, neither District, its agents, officers, directors, or employees shall be responsible or liable to Licensee or any third party for any loss or inconvenience resulting therefrom and Licensee shall indemnify District against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives.

16. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING. Licensee shall not, in whole or in part, assign or delegate this Agreement or enter into a sublicense agreement. Licensee may allow concessionaires to enter the Premises for the performance of functions and services within the scope of Licensee's activities under this Agreement. To avoid uncontrolled vending of merchandise, only those concessionaires, exhibitors, and sales persons having the permission of Licensee will be allowed to sell to the public at the Premises. District reserves the right to assign, pledge, or hypothecate this license without the consent of Licensee should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of District.

17. WAIVER. The failure of District to take appropriate action or to declare this license terminated for default by Licensee in any one or more of the terms, covenants or conditions of this Agreement shall not be considered nor construed as a waiver by District of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

18. AMENDMENTS. No amendment to this Agreement shall become effective until set forth in writing executed by the authorized representatives of the parties hereto.

19. DISTRICT-LICENSEE RELATIONSHIP. Nothing in this Agreement shall be construed as establishing a partnership or joint venture relationship between District and Licensee nor shall Licensee for any purpose be considered an agent, officer or employee of District. This Agreement is intended by the parties to establish only a licensor-licensee relationship between said parties.

20. NOTICES. All notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, and addressed as follows: to District: LeAnn Williams, District Manager, Tehachapi Valley Recreation and Park District, P. O. Box 373, Tehachapi, California 93581; to Ida Perkins, President, Tehachapi Chamber of Commerce, Inc., P. O. Box 401, Tehachapi, California 93581.

All notices not otherwise required to be in writing shall be deemed to have been fully given when communicated orally or otherwise to any person reasonably believed by the party giving notice to be a representative of the party receiving notice.

21. SURRENDER. Licensee covenants that on the last day of this Agreement or any extension of it, Licensee shall peaceably and quietly leave and surrender the Premises in as good a condition as received by Licensee, ordinary wear and tear excepted.

22. ARTICLE HEADINGS. The headings contained in each provision of this Agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

23. TIME OF ESSENCE. Concerning this Agreement and the performance of each and every provision contained in it, time is expressly made of the essence.

24. ORGANIZATIONAL AUTHORITY. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms. Licensee shall deliver to District by **July 6, 2016**, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with District.

25. CUMULATIVE REMEDIES. The remedies given to District in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law.

26. GOVERNING LAW. This Agreement shall be governed by and be subject to and construed according to the laws of the State of California.

27. INVALIDITY. If any provisions in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

28. ATTORNEY FEES. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of either in relation thereto the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

29. SIGNS. Licensee shall not construct or place or permit to be constructed or placed any

signs, awnings, marquees, or other structures upon the Premises without the prior written consent of the District Manager.

30. ENTIRE AGREEMENT. This license contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

31. INTERPRETATION. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

32. NON-LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES. No member, official, employee, or director of District shall be personally liable to Licensee in the event of any default by District in the performance of any obligation of District under the terms of this Agreement.

[SIGNATURES ON THE NEXT PAGE]



IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

**TEHACHAPI VALLEY RECREATION AND  
PARK DISTRICT, Licenser**

BY: \_\_\_\_\_  
Chairperson, Board of Directors

BY: \_\_\_\_\_  
Clerk of the Board of Directors

**TEHACHAPI CHAMBER OF COMMERCE,  
INC., Licensee**

BY:   
Chairperson, Board of Directors

BY:   
Secretary, Board of Directors

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF THE GREATER TEHACHAPI CHAMBER OF COMMERCE**

WHEREAS, there has been presented to this meeting a form of Agreement between The Greater Tehachapi Chamber of Commerce, hereinafter referred to as "GTCC" and the Tehachapi Valley Recreation and Parks District, hereinafter referred to as "TVRPD" for the use of Central Park on August 19-21, 2016 to host the Tehachapi Mountain Festival®.

WHEREAS, this Board has reviewed such form of Agreement and such terms and finds that it is in the best interest and to the benefit of the GTCC to enter into and perform such an agreement on such terms;

NOW THEREFORE BE IT RESOLVED, that the President and the Chairperson of the Board of Directors of GTCC, and each of them, be and hereby is authorized to execute, in the name and on behalf of GTCC, and deliver a Agreement between GTCC and TVRPD, substantially in the form of the Agreement presented to this meeting.

Date: July 5, 2016

**Directors**

Signed: [Signature]  
Print Name: JIM WALLACE

Signed: [Signature]  
Print Name: Philip Ry

Signed: [Signature]  
Print Name: Cyana Chaney

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signed: [Signature]  
Print Name: Kathy Carey

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signed: [Signature]  
Print Name: Carolyn Wiles

**THE BOARD OF DIRECTORS OF THE  
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**APPROVING THE 2016 CONTRACT BETWEEN TEHACHAPI VALLEY  
RECREATION AND PARK DISTRICT AND THE GREATER TEHACHAPI  
CHAMBER OF COMMERCE**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 26<sup>th</sup> day of July 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Clerk of the Board of Directors  
of the Tehachapi Valley Recreation  
and Park District

**RESOLUTION NO. 12-16**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY  
RECREATION AND PARK DISTRICT APPROVING THE 2016 CONTRACT  
BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND THE  
GREATER TEHACHAPI CHAMBER OF COMMERCE**

**WHEREAS**, District is the owner in fee of certain real property located in the City of Tehachapi and commonly known as Central Park.

**WHEREAS**, District operates Central Park (collectively referred to as the "Premises");

**WHEREAS**, The Greater Tehachapi Chamber of Commerce operates the Mountain Festival event during the summer of each year;

**WHEREAS**, The Greater Tehachapi Chamber of Commerce desires to lease from District, and District is willing to lease to The Greater Tehachapi Chamber of Commerce, the Premises on the terms stated herein; and,

**NOW, THEREFORE BE IT RESOLVED THAT** in consideration of the mutual covenants and conditions set forth herein, the parties agree to the conditions of the contract set forth herein;

**AND BE IT FINALLY RESOLVED THAT** the Board of Directors approves the 2016 contract between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce.

KERN RIVER POWER EQUIPMENT INC  
 108 N CHESTER AVE  
 BAKERSFIELD, CA 93308  
 Phone: 661-399-5783, Fax: 661-399-2128  
 Email: rkernriverpowe@bak.rr.com  
 Web Address: kernriverpoweronline.com

Order Acknowledgment

Invoice No.: 63281  
 Date : 7/11/2016

823 8529  
 Bill To:

**TEHACHAPI VALLEY REC/ PARK DIS**

490 WEST D ST,  
 TEHACHAPI, CA 93561

Ship To:

**TEHACHAPI VALLEY REC/ PARK DIS**

490 WEST D ST,  
 TEHACHAPI, CA 93561  
 Phone: 661-822-3228

## Parts :

Part	Description	Sold	Shipped	BO	Price	Net Price	Extension
GRH 534157	MODEL 325D/81	1.00	0.00	0.00	\$11,908.00	\$11,908.00	\$11,908.00
GRH 504569	MULCHING KIT M-161/3461	1.00	0.00	0.00	\$220.00	\$0.00	\$0.00
GPI SG101	SUNGUARD CANOPY WHITE	2.00	0.00	0.00	\$279.95	\$279.95	\$559.90
GRH 533580	SUSP SEAT IN LIEU OF GRAM 3/400	1.00	0.00	0.00	\$841.00	\$0.00	\$0.00
GRH 534394	DURAFLEX SUSPENSION FORKS	1.00	0.00	0.00	\$100.00	\$0.00	\$0.00
GRH 534105	220/48 M1 MOWER	-1.00	0.00	0.00	\$6,730.00	\$6,730.00	(\$6,730.00)
GRH 503638	ROLLER KIT HD W/SIDE	-1.00	0.00	0.00	\$62.06	\$62.06	(\$62.06)
GRH 503297	ELECTRIC HEIGHT ADJ K	-1.00	0.00	0.00	\$399.00	\$399.00	(\$399.00)
GRH 504566	MULCHING KIT M148/M	-1.00	0.00	0.00	\$150.00	\$150.00	(\$150.00)

**Subtotal:** \$5,126.84  
**Tax:** \$384.51  
**Total:** \$5,511.35  
**Balance Due:** \$5,511.35

Customer Signature : \_\_\_\_\_

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

\*\*\*\*\*This is an order acknowledgement. This Sale is not final.\*\*\*\*\*



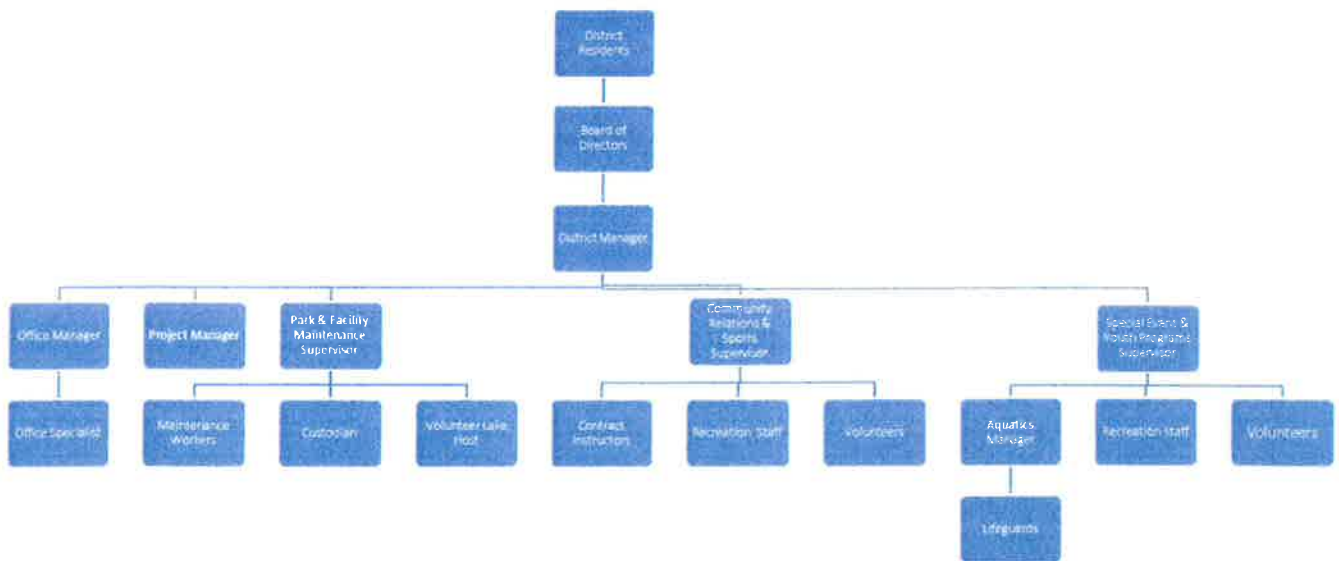
# SALARY SCHEDULE & JOB DESCRIPTIONS

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  - c. Gym Supervisor
  - d. Recreation Leader
  - e. Referee
  - f. Scorekeeper
  - g. Aquatics Manager
  - h. Lifeguard I/II
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  - d. Custodian

I.

# TVRPD Organizational Chart





# II.

# ADMINISTRATION

## DISTRICT MANAGER JOB DESCRIPTION

### SALARY RANGE

\$72,509 - \$98,530 Annually

<b>POSITION: DISTRICT MANAGER</b>	<b>CATEGORY: FULLTIME</b>
<b>REPORTS TO: BOARD OF DIRECTORS</b>	<b>FLSA STATUS: EXEMPT</b>
<b>SUPERVISES: DISTRICT STAFF</b>	

Adopted: 02/17/15

This job description is established by the Tehachapi Valley Recreation & Park District (District) to outline the basic requirements, duties and general responsibilities of the position of District Manager. This position is "at will", which means the District may terminate the employment relationship at any time and

for any or no reason, subject only to the requirements of Federal and State law. Similarly, the employee may terminate the employment relationship without notice at any time for any or no reason.

### **POSITION SUMMARY**

The District Manager is hired by and acts under the direction of the Board. As the Chief Executive Officer (CEO) of the District, the District Manager is responsible for all aspects of the efficient and cost-effective operation and administration of the District, including all District employees, volunteers, independent contractors, and consultants. The District Manager shall have the power and authority to organize, manage and control all activities necessary or appropriate for the efficient operation and administration of the District, in accordance with the policies and procedures established by the Board from time to time, in its sole discretion. The District Manager advises the Board on all matters relating to the planning, development, administration and operation of the District's departments. The District Manager performs a variety of complex executive work in planning, directing, and coordinating management of the District, including planning and implementing programming and recreational amenities, parks and facility operations, parks administration, public relations, marketing and special events. The District Manager works closely with the Board to develop and implement capital improvements, programming goals, and annual budgets.

### **ESSENTIAL JOB FUNCTIONS**

The following duties are an overview of the primary duties and responsibilities of the District Manager and do not constitute an all-inclusive list.

- Consistently promote a positive, professional image of the District and provide excellent customer service at all times;
- Efficiently and effectively administer and conduct the ordinary and usual business and affairs of the District in a reasonable, prudent and professional manner;
- Exercise supervision and control over all District departments, programs and activities, including the District's diverse, year-round recreation, park, and leisure programs, and the management and safe operation of the District's facilities, including but not limited to, the recreation center, ball fields, and parks;
- Annually evaluate and update as necessary short-and long-range plans for programming, capital improvements, facility construction/renovation, staffing, and grant writing; implement the plans as appropriate;
- Make recommendations to the Board regarding the establishment, consolidation, modification or elimination of any department, program or activity the District Manager believes is necessary or appropriate for the efficient and effective administration and operation of the District;
- Comply with the District Policy Handbook, and establish appropriate and effective practices and procedures for implementing and administering the District Policy Handbook, as the Board may amend from time to time;
- Responsible for the efficient and effective administration, management and supervision of the District's workforce, including but not limiting to, hiring/appointment, promotion, demotion, layoffs, transfers, discipline, training. Establish and administer compensation and benefits within parameters established by the Board. Organize, direct, coordinate and review work prepared by regularly employed staff.
- Develop and administer agreements with contract services providers. Determine work procedures, prepare work schedules, and expedite workflow. Plan and organize workloads and staff assignments. Promote harmony among workers and help resolve grievances. Review progress and direct changes as needed;
- Ensure proper human resources functions, including benefits and record-keeping. Oversee human resource functions of subordinate staff through management, including seasonal,

- temporary, and youth employees and volunteers. Coordinate and evaluate District employee benefit programs, and make recommendations to the Board on plan changes and updates;
- Promote District functions, programs and activities to continually improve public knowledge, understanding, confidence and support. Maintain and oversee effective, comprehensive public information efforts using telephone, email, newspaper, website, mailings or other media;
  - Assure coordination of the District's programs with other community organizations, such as the school district and various community agencies. Represent the District's interests effectively and professionally in public meetings and in the community, and through verbal, paper and electronic communications with governmental agencies and private entities, the community and the District's citizens;
  - Attend all study sessions, and all regular and special meetings, of the Board, and participate in discussions with the Board in an advisory capacity;
  - Support Board functions by working with the Administrative Assistant to prepare and post agendas, prepare meeting minutes and Board packets, meeting regularly with the Board Chairman, and ensuring legal compliance;
  - Prepare requests for proposals to provide for improvements to the District's parks and recreation facilities; oversee construction projects and facility improvements;
  - Maintain, review, develop and implement administrative procedures and standards for efficient, safe, and effective operation of the District's recreation programs and parks. Enforce compliance with applicable laws, policies and procedures established by the Board, and industry best practices;
  - Plan, organize, direct and control the financial activities of the District, including the accounting, revenue collection, investment, purchasing, and payroll functions, and management of the approved budget (and any amendments). Serve as the District's annual Budget Officer, ensuring the timely development and submission of a proposed budget each year in compliance with all statutory requirements and deadlines;
  - Assure that all departments stay within the approved budget (and any approved amendments); perform cost control activities and internal financial mechanisms; monitor all revenues and expenditures to assure sound fiscal control; assure effective and efficient use of budgeted funds, personnel, materials, facilities, and time;
  - Keep the Board advised of the financial condition and future needs of the District and make such recommendations as the District Manager determines are necessary or appropriate for sound financial management of the District, including but not limited to, periodically evaluating and recommending improvements to the District's administrative and financial internal control systems and procedures, and ensuring annual audit compliance;
  - Direct the preparation of financial reports as required by law; prepare financial reports and analysis requested by the Board;
  - Maintain the District's historical records, including Board activities, budgets, audits, capital projects, legal issues, and employment records; and,
  - Establish and maintain positive working relationships with the Board, District employees/volunteers, and partnering agencies;
  - Provide consistent high-quality service to the community; and,
  - Perform such other duties as may be assigned by the Board, in its sole discretion, from time to time.

#### **MANDATORY QUALIFICATIONS**

1. Possess a Bachelor's degree in Recreation and Park Administration or closely related field from a nationally accredited educational institution, *and* a minimum of five (5) years' experience in recreation programs and facility operations that include experience in coordinating, supervising and administering multi-program operations, *or* any combination of education and/or experience that has provided the knowledge, skills and abilities necessary for excellent job performance;
2. Certified Park and Recreation Professional, or ability to obtain certification within one (1) year of appointment;

3. Possess and maintain a valid Driver's License with good driving record;
4. Possess a positive attitude, and be a self-starter; and,
5. Ability to read, write, speak and understand the English language at a level adequate to perform the job.

#### **PREFERRED QUALIFICATIONS**

1. Master's degree in Recreation and Park Administration, Public Administration or closely related field.
2. Ability to read, write, speak and understand the Spanish language.

#### **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor pool environment; and
  - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/Cal OSHA regulations is required.
- Possible exposure to communicable diseases.

# OFFICE MANAGER JOB DESCRIPTION

## SALARY RANGE

\$35,838 - \$58,000 Annually

**POSITION: OFFICE MANAGER**

**CATEGORY: FULL TIME**

**REPORTS TO: DISTRICT MANAGER**

**FLSA STATUS: EXEMPT**

**SUPERVISES: OFFICE SPECIALIST**

## POSITION SUMMARY

Responsible for the organization and coordination of office operations, procedures, and resources to facilitate organizational effectiveness and efficiency.

## ESSENTIAL JOB FUNCTIONS

- Manage all aspects of the office to create an organized and efficient working environment for all employees.
- Opening and/or closing of the office at the beginning and/or ending of each day as needed.
- Oversee the process of inquiry requests, registrations, and deposits.
- Oversee all current processes in place, and adjust as needed to best suit the needs of the whole office.
- Receive and screen phone calls and visitors, provide information, take messages, and refer people to other sources of information.
- Assist disgruntled customers.
- Operate office machines including tape recorders, adding machine, fax machine, copy machine, and other office equipment.
- Provide comprehensive secretarial and clerical support to management including the design, implementation, and accuracy of filing systems; establish procedures and monitor record keeping; ensure confidentiality and security of data; etc.
- Prepares a variety of materials such as agendas, forms, reports, letters, memorandums, and other documents.
- Monitor and maintain printed materials in stock, office supplies, etc.
- Handle and process all cancellations, refunds, and credits
- Prepare agenda, take minutes, and prepare minutes for posterity/distribution at all board meetings
- Serves as District Clerk of the Board
- Attends all TVRPD board meetings and transcribes and records minutes of the proceedings.
- Human resource administrative oversight (responsible for execution of background checks, fingerprinting, complete employee files, communication, employee benefit compliance, etc.)

- Maintain all District Director files
- Make travel arrangements for TVRPD staff
- Oversee all payroll operations.
- Administer all accounts payable and receivable.
- Maintains purchasing card statements
- Maintains confidential personal records and communication.
- Negotiates the purchase of office supplies and furniture, office equipment, etc., for the entire office staff in accordance with District purchasing policies and budgetary restrictions.
- Coordinates District's yearly audit.
- Reviews, interprets and analyzes new and proposed legislation.
- Determines effects of legislation on operations and programs the District serves.
- Takes appropriate action to ensure compliance with existing rules and regulations.
- Provides technical assistant to District Manager regarding organization policy/procedures.
- Assists other departments in review and preparation of departmental budget.
- Assists the District Manager in preparation of the annual District budget.
- Maintain a safe and secure working environment; maintains the required safety training designated for this position.
- Regular, punctual attendance.
- Performs special projects and other work as assigned.

## **QUALIFICATIONS**

### *Core Competencies and Skill Sets*

- General and efficient office practices and method; filing systems; business forms; letter writing; and office equipment.
- English usage, vocabulary, spelling, grammar, and punctuation.
- Well-developed written and oral communication skills; able to communicate clearly and sensitively with internal and external stakeholders of the Tehachapi Valley Recreation and Park District.
- Competency in information technology/computer skills and other general administrative tools.
- Ability to relate well to the public, in person and on the telephone, while remaining calm in stressful situations.
- Knowledge of and experience with the Brown Act.
- Handle all business matters confidentially.
- Able to work effectively with multiple supervisors, balance and prioritize multiple assignments.
- Ability to function successfully within a team environment.
- Capable and practiced in handling complex and/or multi-faceted tasks. Effective office (clerical / secretarial), time management, and organizational skills.

### *Personal Attributes*

- Diplomatic, tactful, creative, discreet, flexible, resourceful, dependable, well-organized, friendly, emotionally mature and professional.
- Work with trustworthiness and integrity and with a clear commitment to TVRPD core values and principles.
- Self-motivated with ability to manage work with limited direct supervision.
- Ability to operate effectively under stress; work in a flexible, adaptable, and resilient manner.
- Expert abilities in prioritization and multi-tasking: well planned and organized even within a fluid working environment and a capacity for initiative and decision-making with competent analytical and problem solving skills.
- Demonstrate awareness and sensitivity to gender and diversity.
- Willingness to adapt and learn new skills/approaches.

#### *Education, Training, & Experience*

- High school diploma with a number of years' administrative and leadership experience.
- General knowledge of accounting, data, and administrative management practices and procedures.
- Knowledge of Microsoft Office products; QuickBooks Online
- Experience with clerical practices and procedures.
- Experience with human resources management practices and procedures.
- Advanced Computer skills

### **PHYSICAL DEMANDS & WORKING CONDITIONS**

*Physical demands and work environment characteristics are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Requires vision (which may be corrected) to read small print.
- Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects; lower body mobility may not be required.
- Perform work that is primarily sedentary.
- Is subject to inside environmental conditions.
- May be subject to stressful situations involving complex problem solving.
- Required to work at a computer/display monitor for prolonged periods.

### **ADDITIONAL INFORMATION**

Employment is contingent on satisfactory DMV and SSCI background check.

Employees must complete three (3) months of satisfactory probation.

### **SALARY RANGE**

Exempt, Salary: DOE.

Comprehensive District health and retirement package. Twelve (12) paid holidays, accrued vacation and sick leave

# OFFICE SPECIALIST JOB DESCRIPTION

## SALARY RANGE

\$20,800 - \$30,000 Annually

**POSITION: OFFICE SPECIALIST**

**CATEGORY: FULL TIME**

**REPORTS TO: OFFICE MANAGER**

**FLSA STATUS: NON-EXEMPT**

**SUPERVISES: N/A**

## POSITION SUMMARY

The Office Specialist is responsible for providing facility reservations, program registrations, clerical and administrative support in order to ensure that District services are provided in an effective and efficient manner.

## ESSENTIAL JOB FUNCTIONS

- Greets, assists and provides detailed information to patrons and the public
- Answers District office phone calls and fields District related questions; directs specific public inquiries to appropriate Departments
- Records and registers facility reservations, activities, and patron registrations into the District's recreation software system; advises appropriate staff
- Maintains District registration software
- Maintains facility calendars
- Assists Office Manager in District accounts receivable
- Process registrations; receiving fees, receipting, and deposits
- Conducts a wide array of secretarial and clerical duties; draft, submit and file various District forms, letters, and communications
- Coordinates facilities for District and various program use
- Maintains inventory of supplies and equipment; distributes supplies and equipment; assists with ordering office supplies and equipment.
- Reports accidents and unsafe conditions as they occur to the Office Manager or assigned supervisor
- Assists with District office cleaning, sanitation and organization
- Maintains a safe and secure working environment
- All other duties assigned



*The above statements are intended to describe the general nature and level of work performed by a person in this position. They are not to be construed as an exhaustive list of all duties that may be performed in such a position.*

## **QUALIFICATIONS**

### *Core Competencies and Skill Sets*

- Ability to communicate orally and in writing with staff members and/or supervisor and have working knowledge of appropriate technology in order to best serve the public; Microsoft Office Programs, Digital and Social Media.
- Prioritize job tasks and complete them within specified time frames meeting strict deadlines.
- Ability to function successfully within a team environment.
- Commitment to providing outstanding customer service.
- Interact with customers and co-workers in a positive and courteous manner.
- *Personal Attributes*
- Diplomatic, tactful, creative, discreet, flexible, resourceful, dependable, well-organized, friendly, emotionally mature and professional.
- Compliment co-workers and peers without exhibiting behavioral extremes and respond appropriately to criticism from a supervisor.
- Communicate effectively.
- Work with trustworthiness and integrity and with a clear commitment to TVRPD core values and principals.
- Self-motivated with ability to manage work with limited direct supervision.
- Exercise independent judgment and initiative with competent analytical and problem solving skills within established guidelines.
- Ability to operate effectively under stress; work in a flexible, adaptable, and resilient manner.
- Willingness to perform manual tasks requiring physical exertion.
- Demonstrate awareness and sensitivity to gender and diversity.
- Willingness to adapt and learn new skills/approaches.
- Understand, read, and follow instructions.

### *Education, Training, & Experience*

- High School diploma or equivalent.
- Computer proficiency, to include Microsoft Office.
- Social and digital media fluency.
- Working knowledge of recreation POS software highly desired.
- Knowledge of proper money handling practices and procedures.

### *Licenses and Certificates*

- American Red Cross First Aid/CPR/AED certified or wiliness to obtain in three (3) months.
- Valid California driver's license; driving record must comply with District safety standards.

## **PHYSICAL DEMANDS & WORKING CONDITIONS**

*Physical demands and work environment characteristics are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- May be subject to stressful situations involving complex problem solving.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Work environments include:
  - Indoor office environment; and
  - Outdoor environmental conditions regardless of weather conditions.

### **COMPENSATION**

Hourly, commensurate with experience.

Comprehensive medical, dental and vision plan. CALPERS retirement package, accrued vacation and sick leave.

Employment offer contingent on satisfactory DMV and SSCI background check.

Employees must complete three (3) months of satisfactory probation.

# **III.**

# **RECREATION**

# SPECIAL EVENTS & YOUTH PROGRAMS SUPERVISOR

## SALARY RANGE

\$41,600 - \$70,000 Annually

POSITION: SPECIAL EVENTS & YOUTH PROGRAMS SUPERVISOR

CATEGORY: FULL TIME

REPORTS TO: DISTRICT MANAGER

FLSA STATUS: EXEMPT

SUPERVISES: RECREATION STAFF

This job description is established by the Tehachapi Valley Recreation & Park District (District) to outline the basic requirements, duties and general responsibilities of the position of Special Events & Youth Programs Supervisor. This position is "at will", which means the District may terminate the employment relationship at any time and for any or no reason, subject only to the requirements of Federal and State law. Similarly, the employee may terminate the employment relationship without notice at any time for any or no reason.

## POSITION SUMMARY

Under general direction of the District Manager, the Special Events & Youth Programs Supervisor plans, organizes and directs a comprehensive community services program to meet the needs of the diverse population within the District. This includes personnel, budget management, the purchasing of supplies, materials and equipment, fundraising, marketing, community outreach and involvement.

Performs other work as required and may work irregular hours, including evenings, weekends, holidays, and be willing to work outdoors in all weather conditions.

## ESSENTIAL JOB FUNCTIONS

The following duties are an overview of the primary duties and responsibilities of the position and do not constitute an all-inclusive list.

### PLANNING & OPERATIONS

- Consistently promote a positive, professional image of the District and provide excellent customer service at all times;
- Direct on-site supervision and logistics of assigned programs, activities and events.
- Prepares a variety of reports and other documents such as operating, activity and statistical reports, promotional materials and agenda items; presents materials to interested groups.
- Maintains contacts with neighborhood groups, schools, businesses, law enforcement agencies, volunteer and other community groups and provides necessary coordination of services.
- Prepares goals and objectives for community based classes, programs, events and activities including youth programs, tot programs, aquatics; special events and special activity classes;
- Meets with the community and neighborhood groups to formulate program ideas;

- Expands and provides new programs, classes, events and activities for the community;
- Develops procedures for initiating, supervising, and evaluating activities;
- Recommends purchasing and inventory;
- Develops marketing strategies and materials to promote programs within budgetary constraints;
- Recruits, trains, supervises and evaluates part-time and seasonal staff, coaches, contract instructors and volunteers;
- Monitor employee and volunteer professionalism;
- Monitor the day-to-day operations of youth programs and special events to include scheduled site visits, handling and resolving complaints, appropriation of program materials and supplies, and formulization and organizing program plans and schedules for District programs;
- Maintain inventory of supplies and equipment; distributes supplies and equipment; orders supplies and equipment for recreation and athletic programs.
- Coordinates with other units for the program registration and facility usage;
- Recommends and assists in the development of programmatic policies and procedures;

#### PERSONNEL

- Conducts orientation, training, and appraisal of performance for subordinates;
- Schedule job assignments for subordinates, part-time, and other employees;
- Recommends to district manager for potential or actual employee performance problems;

#### EVALUATION

- Conducts evaluation of programs, activities, and subordinate employees;

#### FISCAL

- Maintains revenue and expense program budgets;
- Prepares and submits detailed unit budgets as required;
- Investigates and prepares approved grant applications and external funding mechanisms;

#### SAFETY

- Reports accidents & unsafe conditions as they occur;

#### SAFETY TRAINING REQUIRED

- CPR and First Aide, Defensive Driver Education training, Supervisor's Drug Awareness training, Supervisor's Sexual Harassment training;

#### OTHER

- Assists department staff as required.
- Ensure proper maintenance and repair of facilities;
- Attends and participates in staff meetings and training sessions;
- Represents their department at management team meetings;
- Provide consistent high-quality service to the community, and;
- Performs other related duties as assigned.

### MANDATORY QUALIFICATIONS

6. Possess a Bachelor's degree in Recreation and Park Administration or closely related field from a nationally accredited educational institution, *and* a minimum of two (2) years' experience in recreation programs and facility operations that include experience in coordinating, supervising and administering multi-program operations, *or* any combination of education and/or experience that has provided the knowledge, skills and abilities necessary for excellent job performance;

7. Certified Park and Recreation Professional, or ability to obtain certification within one (1) year of appointment;
8. Certified Youth Sports Administrator, or ability to obtain certification within one (1) year of appointment;
9. Computer proficiency, to include Microsoft Office and recreation registration software;
10. Social and digital media fluency;
11. American Red Cross First Aid/CPR/AED certified or willingness to obtain in three (3) months;
12. Possess and maintain a valid Driver's License with good driving record;
13. Possess a positive attitude, and be a self-starter; and,
14. Ability to read, write, speak and understand the English language at a level adequate to perform the job.

### **PREFERRED QUALIFICATIONS**

3. Master's degree in Recreation and Park Administration, Sports Administration or closely related field.
4. American Red Cross LGIT and WSIT certified
5. Statistical and photo editing software skills.
6. Ability to read, write, speak and understand the Spanish language.
7. NRPA and/or CPRS membership is highly desired.

### **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor office environment
  - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Possible exposure to communicable diseases.

### **ADDITIONAL INFORMATION**

Employment is contingent on satisfactory DMV and SSCI background check.

Employees must complete three (3) months of satisfactory probation.

### **SALARY RANGE**

Exempt, Salary: DOE.

Comprehensive District health and retirement package. Twelve (12) paid holidays, accrued vacation and sick leave.

# COMMUNITY RELATIONS & SPORTS SUPERVISOR

## SALARY RANGE

\$41,600 - \$70,000 Annually

POSITION: COMMUNITY RELATIONS & SPORTS SUPERVISOR

CATEGORY: FULL TIME

REPORTS TO: DISTRICT MANAGER

FLSA STATUS: EXEMPT

SUPERVISES: RECREATION STAFF

This job description is established by the Tehachapi Valley Recreation & Park District (District) to outline the basic requirements, duties and general responsibilities of the position of Community Relations & Adult Sports Supervisor. This position is "at will", which means the District may terminate the employment relationship at any time and for any or no reason, subject only to the requirements of Federal and State law. Similarly, the employee may terminate the employment relationship without notice at any time for any or no reason.

## POSITION SUMMARY

Under general direction of the District Manager, the Community Relations & Sports Supervisor plans, organizes and directs a comprehensive community services program to meet the needs of the diverse population within the District. This includes personnel, budget management, the purchasing of supplies, materials and equipment, fundraising, marketing, community outreach and involvement. Performs other work as required and may work irregular hours, including evenings, weekends, holidays, and be willing to work outdoors in all weather conditions.

## ESSENTIAL JOB FUNCTIONS

The following duties are an overview of the primary duties and responsibilities of the position and do not constitute an all-inclusive list.

### PLANNING & OPERATIONS

- Consistently promote a positive, professional image of the District and provide excellent customer service at all times;
- Prepares a variety of reports and other documents such as operating, activity and statistical reports, promotional materials and agenda items; presents materials to interested groups.
- Maintains contacts with neighborhood groups, schools, businesses, law enforcement agencies, volunteer and other community groups and provides necessary coordination of services.
- Prepares goals and objectives for community based classes, programs, events and activities including adult sports; excursions; and special activity classes;

- Meets with the community and neighborhood groups to formulate program ideas;
- Actively seeks, establishes and nurtures equitable community partnerships and sponsorships enhancing District revenues;
- Expands and provides new programs, classes, events and activities for the community;
- Directs on-site supervision of adult sports.
- Develops procedures for initiating, supervising, and evaluating activities;
- Recommends purchasing and inventory;
- Develops marketing strategies and materials to promote programs within budgetary constraints;
- Develops yearly brochure and yearly event rack card.
- Maintain the TVRPD master calendar, social and digital media as assigned;
- Recruitment of volunteers, coaches, instructors, and sponsors;
- Coordinates with other units for the program registration and facility usage;
- Recommends and develops programmatic policies and procedures;

#### PERSONNEL

- Conducts orientation, training, and appraisal of performance for subordinates;
- Schedule job assignments for subordinates, part-time, and other employees;
- Recommends to district manager for potential or actual employee performance problems;

#### EVALUATION

- Conducts evaluation of programs, activities, and subordinate employees;

#### FISCAL

- Maintains revenue and expense program budgets;
- Prepares and submits detailed unit budgets as required;
- Investigates and prepares approved grant applications and external funding mechanisms;

#### SAFETY

- Reports accidents & unsafe conditions as they occur;

#### SAFETY TRAINING REQUIRED

- CPR and First Aide, Defensive Driver Education training, Supervisor's Drug Awareness training, Supervisor's Sexual Harassment training;

#### OTHER

- Assists department staff as required.
- Ensure proper maintenance and repair of facilities;
- Attends and participates in staff meetings and training sessions;
- Represents their department at management team meetings;
- Provide consistent high-quality service to the community, and;
- Performs other related duties as assigned.

### MANDATORY QUALIFICATIONS

15. Possess a Bachelor's degree in Recreation and Park Administration or closely related field from a nationally accredited educational institution, *and* a minimum of two (2) years' experience in recreation programs and facility operations that include experience in coordinating, supervising and administering multi-program operations, *or* any combination of education and/or experience that has provided the knowledge, skills and abilities necessary for excellent job performance;



16. Certified Park and Recreation Professional, or ability to obtain certification within one (1) year of appointment;
17. Computer proficiency, to include Microsoft Office and recreation registration software;
18. Social and digital media fluency;
19. American Red Cross First Aid/CPR/AED certified or willingness to obtain in three (3) months;
20. Possess and maintain a valid Driver's License with good driving record;
21. Possess a positive attitude, and be a self-starter; and,
22. Ability to read, write, speak and understand the English language at a level adequate to perform the job.

### **PREFERRED QUALIFICATIONS**

8. Master's degree in Recreation and Park Administration, Sports Administration or closely related field.
9. Statistical and photo editing software skills.
10. Ability to read, write, speak and understand the Spanish language.
11. NRPA and/or CPRS membership is highly desired.

### **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor office environment
  - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Possible exposure to communicable diseases.

### **ADDITIONAL INFORMATION**

Employment is contingent on satisfactory DMV and SSCI background check.

Employees must complete three (3) months of satisfactory probation.

### **SALARY RANGE**

Exempt, Salary: DOE.

Comprehensive District health and retirement package. Twelve (12) paid holidays, accrued vacation and sick leave.

# GYM SUPERVISOR JOB DESCRIPTION

## SALARY RANGE

\$10.00 - \$13.00 per hour

**POSITION: GYM SUPERVISOR**

**CATEGORY: SEASONAL**

**REPORTS TO: RECREATION COORDINATOR**

**FLSA STATUS: NON EXEMPT**

## POSITION SUMMARY

Under the direction of the Recreation Coordinator, the Gym Supervisor performs a variety of professional duties related to the successful implementation of recreational programs, event supervision and facility management.

## ESSENTIAL JOB FUNCTIONS

The following duties are an overview of the primary duties and responsibilities of the position and do not constitute an all-inclusive list.

- Consistently promote a positive, professional image of the District and provide excellent customer service at all times; provides information and assistance to participants and the public;
- Direct on-site supervision and logistics of assigned programs, activities and events;
- Direct program staff and participants;
- Monitor the day-to-day operations of athletic and recreation programs and events to include scheduled site visits, handling and resolving complaints, appropriation of program materials and supplies,
- Monitor employee and volunteer professionalism;
- Maintain a safe and secure working environment; ensure the security and safety of recreational facilities;
- Maintain inventory of supplies and equipment; distributes supplies and equipment;
- Report accidents and unsafe conditions as they occur to the Recreation Coordinator;

## MANDATORY QUALIFICATIONS

- Possess a positive attitude, and be a self-starter;
- American Red Cross First Aid/CPR/AED certified or willingness to obtain in three (3) months;
- Ability to read, write, speak and understand the English language at a level adequate to perform the job.
- Possess and maintain a valid Driver's License with good driving record;

## PREFERRED QUALIFICATIONS

- Successful practices and knowledge of principals, rules and procedures of organized competitive sports, athletic and recreational programs;
- Ability to read, write, speak and understand the Spanish language.

## **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor environment; and
  - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/Cal OSHA regulations is required.
- Possible exposure to communicable diseases.

# START SMART RECREATION LEADER JOB DESCRIPTION

## SALARY RANGE

\$13.00 - \$15.00 per hour

**POSITION: START SMART RECREATION LEADER**

**CATEGORY: SEASONAL**

**REPORTS TO: RECREATION COORDINATOR**

**FLSA STATUS: NON-EXEMPT**

## POSITION SUMMARY

Under the direct supervision of the Recreation Coordinator, The Start Smart Recreation Leader instructs and leads children ages 3-7 in Start Smart Programs including (but not limited to) basketball, baseball, football and soccer.

## ESSENTIAL JOB FUNCTIONS

- Using the Coordinator Manual, successfully develop and implement a six-week program of the particular sport being offered at the time.
- Promote a fun and enjoyable environment
- Maintain a safe environment by always supervising the participants and being aware of potential hazards on the court/field.
- Report difficult situations that arise between the parents and takes appropriate action to resolve the complaints and maintain good parent relations.
- Participates in emergency drills and environmental safety activities, as requested.
- Performs other duties assigned.

*The above statements are intended to describe the general nature and level of work performed by a person in this position. They are not to be construed as an exhaustive list of all duties that may be performed in such a position.*

## QUALIFICATIONS

Knowledge of:

- Principles, practices and application of customer service
- General rules and regulations pertaining to youth sports
- Work well with children of various ages
- Youth sports
- District rules and guidelines regarding youth sports
- Prior coaching experience is highly recommended

Ability to:

- Adhere to TVRPD core values and principles.
- Perform a broad range of supervisory responsibilities over others.
- Work independently within the established policies and procedures of the department.
- Maintain a safe and secure environment at all times
- Recognize and mitigate potential hazards and risks.
- Act quickly and calmly in emergencies.
- Maintain accurate records and spreadsheets.
- Work cooperatively with diverse populations.
- Provide outstanding customer service.

- Present a positive image of the organization to members of the community.

#### **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Outdoor fields
  - Gymnasium
- Required to work multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/Cal OSHA regulations is required.
- Possible exposure to communicable diseases.

# REFEREE JOB DESCRIPTION

## SALARY RANGE

\$10.00 - \$13.00 per game

**POSITION: REFEREE**

**CATEGORY: SEASONAL**

**REPORTS TO: RECREATION COORDINATOR**

**FLSA STATUS: NON EXEMPT**

## POSITION SUMMARY

Under the direction of the Recreation Coordinator, the Referee officiates a variety of youth and adult sports.

## ESSENTIAL JOB FUNCTIONS

The following duties are an overview of the primary duties and responsibilities of the position and do not constitute an all-inclusive list.

- Consistently promote a positive, professional image of the District and provide excellent customer service at all times; provides information and assistance to participants and the public;
- Knowledge of National Federation of State High School Association rules and mechanics as well as municipal league rules, regulations and by-laws.;
- Proper attire and equipment. Officials must supply their own whistle;
- Responsible for keeping track of all equipment including balls first aid supplies etc.;
- Monitor employee and volunteer professionalism;
- Knowledge of TVRPD Sports Program policies
- Assist in game preparation and teardown
- The Referee will talk with each coach before the game and review any ground rules, unusual circumstances or local field hazards.
- The Referee will make sure all players are in proper uniform and notify the coach if any problems need to be rectified.
- The Referee will check all equipment and field for safety hazards
- The Referee will remain unbiased while umpiring contest and will avoid verbal contact with spectators.
- The Referee will approach his/her position as a representative of TVRPD recreation, displaying respect for the facility, participants, parents and co-workers.
- Keep track of game time
- Report accidents and unsafe conditions as they occur to the Recreation Coordinator;

## MANDATORY QUALIFICATIONS

- Possess a positive attitude, and be a self-starter;
- American Red Cross First Aid/CPR/AED certified or willingness to obtain in three (3) months;
- Ability to read, write, speak and understand the English language at a level adequate to perform the job.

### **PREFERRED QUALIFICATIONS**

- Successful practices and knowledge of principals, rules and procedures of organized competitive sports, athletic and recreational programs;
- Ability to read, write, speak and understand the Spanish language.
- CIF and/or NCAA certification.

### **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor environment; and
  - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/Cal OSHA regulations is required.
- Possible exposure to communicable diseases.

# SCOREKEEPER JOB DESCRIPTION

## SALARY RANGE

\$10.00 - \$11.00 per game

**POSITION: SCOREKEEPER**

**CATEGORY: SEASONAL**

**REPORTS TO: RECREATION COORDINATOR**

**FLSA STATUS: NON EXEMPT**

## POSITION SUMMARY

Under the direction of the Recreation Coordinator, the Scorekeeper keeps a variety of youth and adult sports.

## ESSENTIAL JOB FUNCTIONS

The following duties are an overview of the primary duties and responsibilities of the position and do not constitute an all-inclusive list.

- Keeping accurate score and time in accordance with the rules of the sport
- Assist in game preparation and teardown
- Knowledge of TVRPD Sports Program policies
- Maintain score and time for various youth and adult sports games throughout the year
- Be on time and alert for the whole game
- Time management should be enforced during the game
- Report accidents and unsafe conditions as they occur to the Recreation Coordinator

## MANDATORY QUALIFICATIONS

- Possess a positive attitude, and be a self-starter;
- American Red Cross First Aid/CPR/AED certified or willingness to obtain in three (3) months;
- Ability to read, write, speak and understand the English language at a level adequate to perform the job.

## PREFERRED QUALIFICATIONS

- Successful practices and knowledge of principals, rules and procedures of organized competitive sports, athletic and recreational programs;
- Ability to read, write, speak and understand the Spanish language.



## **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor environment; and
  - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/Cal OSHA regulations is required.
- Possible exposure to communicable diseases.

# AQUATIC MANAGER JOB DESCRIPTION

## SALARY RANGE

\$13.00 - \$15.00 per hour

**POSITION: AQUATIC MANAGER**

**CATEGORY: SEASONAL**

**REPORTS TO: RERCREATION COORDINATOR**

**FLSA STATUS: NON-EXEMPT**

**SUPERVISES: POOL STAFF**

Adopted 4/21/14

## POSITION SUMMARY

Under the direct supervision of the Recreation Coordinator, The Aquatic Manager supervises and evaluates TVRPD aquatic staff and ensures the safety and satisfaction of Dye Natatorium patrons and/or participants by enforcing the policies and procedures of the Tehachapi Valley Recreation and Park District.

## ESSENTIAL JOB FUNCTIONS

- Supervise the work of subordinate aquatic staff, safeguarding patrons and other persons using the swimming pool or facilities.
- Supervise the enforcement of rules and regulations relating to pool and fitness activities.
- Develop and maintain ongoing, in-service training for, Lifeguards, Water Safety Instructors, and Aquatic Fitness Instructors.
- Maintain, analyze and submit pertinent records in respect to daily user counts, sanitary water conditions (chlorine and pH readings) and pool decks, back-washing, incidents; rescues and assists, emergency equipment and first aid supplies.
- Resolve and report difficult situations that arise between the lifeguards and patrons and takes appropriate action to resolve the complaints and maintain good patron relations.
- Assist with staff recruitment, hiring, and performance evaluation processes.
- Assist with When2Work scheduling.
- Assist with the maintenance of pool pumps, filtration, and chemical feed systems.
- Reports the following to the Maintenance Foreman, or designated staff person:
  - Insufficient pool chemistry
  - Presence of animals, vermin or insects
  - Need for cleaning supplies or equipment repair in advance
  - Water leaks, and other maintenance needs
  - All other health and safety hazards noticed
- Assist with the development and revision of pool policies, procedures, and forms.
- Promote a cohesive aquatic team and positive work environment
- Participates in emergency drills and environmental safety activities, as requested.
- Attends and participates in District safety and in-service trainings.
- Performs other duties assigned.

*The above statements are intended to describe the general nature and level of work performed by a person in this position. They are not to be construed as an exhaustive list of all duties that may be performed in such a position.*

## QUALIFICATIONS

Knowledge of:

- Principles, practices and application of lifesaving and first aid techniques.

- Essential functions of a head lifeguard and/or pool manager.
- Swimming pool operations, including sanitation, maintenance, safety, and public relations.
- General rules and regulations pertaining to pool use.

**Ability to:**

- Adhere to TVRPD core values and principles.
- Perform a broad range of supervisory responsibilities over others.
- Work independently within the established policies and procedures of the department.
- Enforce pool rules and regulations.
- Maintain a safe and secure environment at all times
- Recognize and mitigate potential hazards and risks.
- Act quickly and calmly in emergencies.
- Maintain accurate records and spreadsheets.
- Work cooperatively with diverse populations.
- Provide outstanding customer service.
- Present a positive image of the organization to members of the community.

**Minimum Qualifications**

- Two (2) years lifeguarding experience, with evidence of substantial head lifeguard or equivalent aquatic leadership role and/or previous pool management experience.
- American Red Cross Lifeguard and Professional Rescuer or equivalent.
- Demonstrated leadership qualities.
- Experience working with diverse populations
- Strong interpersonal and communication skills
- Evidence of superior seamless customer service, integrity, and commitment to innovation, efficiency, and fiscally responsible activity.

**Preferred Qualifications**

- Certification as an American Red Cross Lifeguard Instructor.
- Certification as an American Red Cross Water Safety Instructor.
- Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification.

**PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor pool environment; and
  - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/Cal OSHA regulations is required.
- Possible exposure to communicable diseases.

# LIFEGUARD I/II JOB DESCRIPTION

## SALARY RANGE

\$10.25 - \$13.00 per hour

**POSITION: LIFEGUARD I/II CATEGORY: SEASONAL**

**REPORTS TO: RECREATION COORDINATOR**

**FLSA STATUS: NON-EXEMPT**

Adopted 1/6/15

## POSITION SUMMARY

Under the direct supervision of the Recreation Coordinator and/or Aquatic Manager ensures the safety and satisfaction of patrons and/or participants by enforcing the policies and procedures of the Tehachapi Valley Recreation and Park District; prevents and responds to emergencies. Performs other duties as assigned. The Lifeguard series provides two levels ranging from Lifeguard (I) to Head Lifeguard (II).

## DISTINGUISHING CHARACTERISTICS

**Lifeguard I** – This is the entry-level class in the Lifeguard series. Positions in this class perform most of the duties required of the Lifeguard II but are not expected to function at the same skill level and usually exercise less independent direction and judgment on matters related to work procedures and methods.

**Lifeguard II** – This is an advanced employment class in the Lifeguard series. Positions within this class are normally filled by advancement from the Lifeguard I class, or filled from the outside. Lifeguard II requires prior experience in the safeguarding of public pools or comparable facilities, knowledge of aquatic operations principles and practices, and proven leadership qualities.

*All positions assigned to the class require the ability to work within a team environment exercising judgment and initiative.*

## ESSENTIAL JOB FUNCTIONS

- Direct and safeguard guests using the swimming pool and District facilities.
- Enforce TVRPD rules, regulations, policies and procedures.
- Provide positive public relations, customer information and assistance.
- Conduct opening and closing duties; including, but not limited to, facility and equipment sanitation, equipment safety inspections, pool vacuuming, and point of sale procedures.
- Maintain, analyze and submit pertinent records in respect to daily user counts, sanitary water conditions (chlorine and pH readings) and pool decks, incidents; rescues and assists, emergency equipment and first aid supplies.
- Resolve and report difficult situations that arise and take appropriate action to resolve the complaints and maintain good public relations.
- Assist with the maintenance and operation of pool equipment.
- Report the following to the Aquatic Manager, or designated staff person:
  - Insufficient pool chemistry
  - Presence of animals, vermin or insects
  - Need for cleaning supplies or equipment repair in advance
  - Water leaks, and other maintenance needs
  - All other health and safety hazards noticed
- Promote a cohesive aquatic team and positive work environment

- Participate in scheduled in-services, emergency drills and environmental safety activities.
- Performs other duties assigned.

*The above statements are intended to describe the general nature and level of work performed by a person in this position. They are not to be construed as an exhaustive list of all duties that may be performed in such a position.*

## **QUALIFICATIONS**

Knowledge of:

- Principles, practices and application of lifesaving and first aid techniques.
- Essential functions of a lifeguard/head lifeguard.
- Swimming pool operations, including sanitation, maintenance, safety, and public relations.
- General rules and regulations pertaining to pool use.

Ability to:

- Pass the TVRPD Lifeguard Employment Test.
- Adhere to TVRPD core values and principles.
- Perform a broad range of public pool responsibilities.
- Work independently within the established policies and procedures of the department.
- Enforce pool rules and regulations.
- Maintain a safe and secure environment at all times
- Recognize and mitigate potential hazards and risks.
- Act quickly and calmly in emergencies.
- Maintain accurate records and spreadsheets.
- Work cooperatively with diverse populations.
- Provide outstanding customer service.
- Present a positive image of the organization to members of the community.

### **Lifeguard I Qualifications**

- American Red Cross Lifeguard and Professional Rescuer or equivalent.
- Strong interpersonal and communication skills
- Friendly, customer service orientated, flexible, good sense of humor
- Team player

### **Lifeguard II Qualifications**

- Two (2) years lifeguarding experience.
- Demonstrated leadership qualities.
- Experience working with diverse populations
- Evidence of superior seamless customer service, integrity, and commitment to innovation, efficiency, and fiscally responsible activity.

## **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor pool environment; and
  - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/Cal OSHA regulations is required.
- Possible exposure to communicable diseases.

# **IV.**

# **MAINTENANCE**

# **PARK & FACILITY MAINTENANCE SUPERVISOR JOB DESCRIPTION**

## **SALARY RANGE**

\$43,000 - \$59,000 Annually

<b>POSITION: PARK &amp; FACILITY MAINTENANCE SUPERVISOR</b>	<b>CATEGORY: FULL TIME</b>
<b>REPORTS TO: DISTRICT MANAGER</b>	<b>FLSA STATUS: EXEMPT</b>
<b>SUPERVISES: MAINTENANCE STAFF &amp; CONTRACTS</b>	

## **POSITION SUMMARY**

Under the general direction of the District Manager, the Park & Facility Maintenance Supervisor directs and participates in the maintenance and operations of parks, facilities and all their amenities. This includes personnel, budget management, purchasing of supplies, materials and equipment and all maintenance contracts. Performs other work as required. May work irregular hours, including evenings, weekends, holidays and outdoors in all weather conditions.

## **ESSENTIAL JOB FUNCTIONS**

The following duties are an overview of the primary duties and responsibilities of the Park & Facility Maintenance Supervisor and do not constitute an all-inclusive list.

- Coordinate the organization, staffing and operational activities of the maintenance department.
- Direct, coordinate and review the work plan for assigned maintenance services and activities; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.
- Determine optimum methods of accomplishing work; analyze available budget and staff and elect to accomplish in-house or contract out work.
- Administer maintenance contracts including specification development, bidding, monitoring and evaluation of work products.
- Performs supervision and technical work in the daily maintenance and repair of parks, facilities, pool, streetscapes and related vehicles and equipment.
- Supervises, assigns, and performs complex and skilled park and facility maintenance tasks and technical work in the maintenance and routine care of the District's turf areas, landscape areas, playgrounds, buildings, pool, restrooms, hard surfaces, athletic fields, shelters and other public grounds and ensures that the results meet District standards.
- Performs regular inspections to ensure that parks, shelters, playgrounds, and facilities are in clean and orderly condition and there are no apparent safety hazards; evaluates and reports to supervisor on the condition of the resources and confers on practices necessary to correct any problems and improvements.
- Operates a District vehicle in performance of related duties.
- Responsible for the assignment of equipment, the proper operation and training, and



participates in the preventative and routine maintenance of landscape maintenance equipment.

- Select, train, motivate and evaluate maintenance personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures according to District Policy.
- Evaluate and participate in the maintenance of a safe environment and safe work practices and conducts District wide employee safety training.
- Use of appropriate and various computer programs to maintain records and efficiency.
- Maintains accurate records and prepares various reports, including MSDS sheets and other paperwork to maintain compliance with insurance and safety standards.
- Maintains organized inventory system of tools and equipment, including maintenance yard/building; oversees key distribution and management including security systems.
- Supervise contract labor; make recommendations to the board for contracted labor.
- Participates in the development and implementation of objectives, policies, procedures and work standards.
- Maintains effective working relationships with the public and responds to emergencies and inquiries
- Monitors work sites to assure that safety rules and regulations are adhered to, and that the work zones and all equipment are in safe operation condition.
- Purchases supplies and equipment following the established procedures.
- Participates in the set-up and take down of assigned special events.
- Participate in the development and administration of department budget; forecast funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; recommend adjustments as necessary.
- Oversee the maintenance of all District parks, facilities including electrical, HVAC, plumbing, carpentry, painting, hardware, locksmithing, roofing and door repair.
- Is a member of the District's Management Team and as such participates in its functions.
- Provides monthly report to the board of directors.
- Recommend and implement objectives, policies, procedures, work standards and internal controls.
- Maintain a safe and secure working environment;
- Maintains the required safety training designated for this position.
- Regular, punctual attendance.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of maintenance services.
- Performs special projects and other work as assigned by the District Manager.

## **QUALIFICATIONS**

### *Core Competencies and Skill Sets*

#### Knowledge of

- Equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities including: hazards associated with the work and proper safety precautions; traffic laws, ordinances and rules involved in maintenance and heavy equipment operations; purposes and uses of a variety of vehicles, equipment, power tools and hand tools including pneumatic, and hydraulic equipment; standards relating to the installation, location and required maintenance of plumbed and electrical features; properties of athletic field materials, construction materials, paints, and a variety of other materials used in maintenance work; equipment, methods, and materials used in the installations, repair, maintenance and cleaning of District parks and facilities, preparation and operation of spray painting equipment; methods of installing and maintaining play equipment.

- Modern and complex principles and practices of preventative maintenance.
- Principles of fleet and equipment maintenance and repair
- Principles and practices of pest control management
- Principles and practices of contract writing and administration
- Principles and practices of irrigation and landscape inspection.
- Procurement procedures and contract management practices in the construction and building trades.
- Pertinent federal, state and local laws, codes and regulations.

#### *Ability to*

- Use initiative and independent judgement within established procedural guidelines.
- Assess and prioritize multiple tasks, projects and demands.
- Learn and comprehend information from Procedures Manuals and established safety principles and practices.
- Read and interpret basic maps, plans and diagrams; understand and carry out written and oral instructions.
- Estimate construction, maintenance and repair costs
- Establish and maintain effective working relationship with employees, volunteers and other organizational agents.
- Evaluate vehicle safety
- Evaluate bids from outside contractors
- Write specifications for materials and equipment
- Forecast future maintenance need and develop programs to responds to those needs.
- Prepare clear and concise reports.
- Ability to interact with customers and co-workers in a positive and courteous manner.
- Ability to present a positive image of the organization to members of the community.
- Commitment to providing outstanding customer service.
- Effective oral and written communication skills commensurate with the responsibilities of the position are required.
- Highly efficient in Microsoft Office and POS system.

#### *Personal Attributes*

- Minimum 18 years old.
- Communicate effectively.
- Adhere to TVRPD core values and principles.
- Self-motivated with ability to manage work with limited direct supervision.
- Exercise independent judgment and initiative with competent analytical and problem solving skills within established guidelines.
- Ability to operate effectively with park patrons; work in a flexible, adaptable, and resilient manner.
- Willingness to perform manual tasks requiring physical exertion.
- Demonstrate awareness and sensitivity to gender and diversity.
- Willingness to adapt and learn new skills/approaches.
- Understand, read, and follow instructions.

#### *Education, Training, & Experience*

- A. High school graduate or GED equivalent and,
- B. Any equivalent of education and experience

#### *Licenses and Certificates*

- Valid California Class C Drivers License along with a driving record acceptable to the District and the District's insurance carrier.
- Certified Playground Safety Inspector (CPSI) or ability obtain in three (3) months of hire.
- Aquatic Facility Operator (AFO) or Certified Pool Operator (CPO) or ability to obtain within three (3) months of hire.

- First Aid/CPR certified or ability to obtain in three (3) months of hire.

### **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Requires the ability to lift, carry, push or pull medium weights, up to 75 pounds.
- Requires the use of hands for simple grasping and fine manipulations.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing;
- reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor office environment; and
  - Outdoor environmental conditions regardless of weather conditions.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Occasional exposure to dust, noise, and fumes, weather extremes and biological wastes.
- Required to work nights, weekends, holidays, and multiple shifts when needed.

### **ADDITIONAL INFORMATION**

Employment is contingent on satisfactory DMV and SSCI background check.

Employees must complete three (3) months of satisfactory probation.

### **SALARY RANGE**

Exempt, Salary: DOE.

Comprehensive District health and retirement package. Twelve (12) paid holidays, accrued vacation and sick leave.

# PROJECT MANAGER JOB DESCRIPTION

## SALARY RANGE

\$45,000 - \$59,000 Annually

**POSITION: PROJECT MANAGER**

**CATEGORY: FULL TIME**

**REPORTS TO: DISTRICT MANAGER**

**FLSA STATUS: EXEMPT**

**SUPERVISES: SPECIAL PROJECTS**

## POSITION SUMMARY

Highly responsible administrative position responsible for managing a number of complex assignments with minimal supervision. Individual will be assigned special projects that are broad in scope and require a significant amount of coordination, development and follow-up. Work is performed under the general direction of the District Manager.

## ESSENTIAL JOB FUNCTIONS

The following duties are an overview of the primary duties and responsibilities of the Project Manager and do not constitute an all-inclusive list.

- Performs a wide variety of complex and responsible duties.
- Works with committees or organizations on special projects and issues.
- Prepares correspondence, memoranda, reports, administrative directives, policy drafts and other documents.
- Evaluate bids from outside contractors.
- Administer contracts including specification development, bidding, monitoring and evaluation of work products.
- Manages special projects requiring considerable coordination with staff and/or community stakeholders
- Participates in budget preparation and management of resources in the respective area of supervision.
- Is a member of the District's Management Team and as such participates in its' functions.
- Provides monthly report to the board of directors.
- Recommend and implement objectives, policies, procedures, work standards and internal controls.
- Maintain a safe and secure working environment;
- Maintains the required safety training designated for this position.
- Regular, punctual attendance.
- Performs other work as assigned by the District Manager.

## **QUALIFICATIONS**

### *Core Competencies and Skill Sets*

- Extensive knowledge of the principles and practices of public affairs, public administration and local government administration.

Ability to:

- Assess needs and prioritize them.
- Conduct research, collect data and make sound recommendations on diverse policy issues.
- Clearly and concisely express ideas through comprehensive reports and presentations.
- Manage multiple projects.
- Comprehend information from procedures manuals and established safety principles and practices.
- Read and interpret basic maps, plans and diagrams; understand and carry out written and oral instructions.
- Estimate construction, maintenance and repair costs
- Prepare and administer project timelines on all projects assigned.
- Assess and prioritize multiple tasks, projects and demands.
- Establish and maintain effective working relationship with employees, volunteers and other organizational agents.
- Ability to interact with customers and co-workers in a positive and courteous manner.
- Ability to present a positive image of the organization to members of the community.
- Commitment to providing outstanding customer service.
- Effective oral and written communication skills commensurate with the responsibilities of the position are required.
- Highly efficient in Microsoft Office and POS system.
- Highly efficient in Gantt charts.

### *Personal Attributes*

- Minimum 18 years old.
- Communicate effectively.
- Adhere to TVRPD core values and principles.
- Self-motivated with ability to manage work with limited direct supervision.
- Exercise independent judgment and initiative with competent analytical and problem solving skills within established guidelines.
- Ability to operate effectively with park patrons; work in a flexible, adaptable, and resilient manner.
- Willingness to perform manual tasks requiring physical exertion.
- Demonstrate awareness and sensitivity to gender and diversity.
- Willingness to adapt and learn new skills/approaches.
- Understand, read, and follow instructions.

### *Education, Training, & Experience*

- C. Bachelor Degree in public administration, construction management, recreation or related field and three years of progressively responsible administrative experience;  
or
- D. Associates Degree and ten years of progressively responsible administrative experience.

### *Licenses and Certificates*

- Valid California Class C Driver's License along with a driving record acceptable to the District and the District's insurance carrier.
- CPSI certified or ability to obtain in three (3) months of hire.
- First Aid/CPR certified or ability to obtain in three (3) months of hire.

## **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Requires the ability to lift, carry, push or pull medium weights, up to 75 pounds.
- Requires the use of hands for simple grasping and fine manipulations.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing;
- reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor office environment; and
  - Outdoor environmental conditions regardless of weather conditions.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Occasional exposure to dust, noise, and fumes, weather extremes and biological wastes.
- Required to work nights, weekends, holidays, and multiple shifts when needed.

## **ADDITIONAL INFORMATION**

Employment is contingent on satisfactory DMV and SSCI background check.

Employees must complete three (3) months of satisfactory probation.

## **SALARY RANGE**

Exempt, Salary: DOE.

Comprehensive District health and retirement package. Twelve (12) paid holidays, accrued vacation and sick leave.

# PARK MAINTENANCE WORKER

## SALARY RANGE

\$20,800 - \$40,967 Annually

**POSITION: PARK MAINTENANCE WORKER**

**CATEGORY: FULL TIME**

**REPORTS TO: PARK & FACILITY MAINTENANCE SUPERVISOR FLSA STATUS: NON-EXEMPT**

## POSITION SUMMARY

Under the general supervision of the Park & Facility Maintenance Supervisor, the Park Maintenance Worker performs a variety of semi-skilled and/or skilled tasks in maintenance, janitorial and landscape work for District parks, lands, athletic fields, green spaces and facilities, including gardening, irrigation, mowing, tree trimming, landscaping, spraying and operation and operates equipment in the construction, operation, maintenance, and repair of District parks, and facilities. Performs other duties as assigned.

## ESSENTIAL FUNCTIONS

Functions may include, but are not limited to, the following:

- Provides positive public relations, customer information and assistance.
- Leads and/or works with a crew in park maintenance and trades work.
- Responds to complaints regarding functional areas such as tree conditions, ball field conditions, irrigation problems, park, building and lighting, water leaks, park facilities issues; evaluates situation; explains findings to Park & Facility Maintenance Supervisor.
- Maintains a variety of records relating to inspections, maintenance activity, materials supply, inventory, etc.
- Inspects and/or repairs play equipment at frequent intervals to insure that all aspects of the equipment are safe, according to *Playground Safety Guidelines* and functioning properly.
- Installs and maintains park benches, tables, fences, signs, water features, lighting and related structures in conformance with established professional practices and safe working methods.
- Safely operates vehicles and landscape equipment around the public in the performance of routine and skilled labor in the field and facilities.
- Insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to the Maintenance Forman; cleans equipment.
- Performs janitorial duties as assigned.
- Performs all duties in conformance to appropriate safety and security standards.
- Performs required labor involved in construction and maintenance projects as part of an irrigation crew, including trenching, laying pipe, and backfilling.
- Maintains athletic fields including original layouts such as installation and leveling of surfaces; base positioning and installation; layout of all fields.

- Applies various pesticides, herbicides, fungicides and other related chemicals in park and recreation areas.
- Reports the following to the Park & Facility Maintenance Supervisor, or designated staff person:
  - Any violation of TVRPD ordinances, rules and regulations involving injuries/accidents, property damages, theft, repeated violations or incidents requiring law enforcement and/or emergency medical service response.
  - All other health and safety hazards noticed.
- Participates in emergency drills and environmental safety activities, as requested.
- Attends and participates in District safety and in-service trainings.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### *Core Competencies and Skill Sets*

- Knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction, landscape maintenance and repair activities including: hazards associated with the work and proper safety precautions; traffic laws, ordinances and rules involved in maintenance and heavy equipment operations; purposes and uses of a variety of vehicles, equipment, power tools and hand tools including pneumatic, and hydraulic equipment; standards relating to the installation, location and required maintenance of plumbed and electrical features; properties of athletic field materials, construction materials, paints, and a variety of other materials used in maintenance work; equipment, methods, and materials used in the installations, repair, maintenance and cleaning of District parks and facilities, preparation and operation of spray painting equipment; methods of installing and maintaining play equipment.
- Ability to perform semi-skilled and skilled maintenance, construction, repair work and landscape maintenance in the area of work assigned; perform heavy manual tasks in the absence of close supervision.
- Ability to learn and comprehend information from Procedures Manuals and established safety principles and practices.
- Ability to read and interpret basic maps, plans and diagrams and understand and carry out written and oral instructions.
- Ability to establish and maintain effective working relationship with employees, volunteers and other organizational agents.
- Ability to interact with customers and co-workers in a positive and courteous manner.
- Ability to present a positive image of the organization to members of the community.
- Commitment to providing outstanding customer service.
- Effective oral and written communication skills commensurate with the responsibilities of the position are required.

### *Personal Attributes*

- Minimum 18 years old.
- Communicate effectively.
- Adhere to TVRPD core values and principles.
- Self-motivated with ability to manage work with limited direct supervision.
- Exercise independent judgment and initiative with competent analytical and problem solving skills within established guidelines.
- Ability to operate effectively with park patrons; work in a flexible, adaptable, and resilient manner.
- Willingness to perform manual tasks requiring physical exertion.
- Demonstrate awareness and sensitivity to gender and diversity.
- Willingness to adapt and learn new skills/approaches.
- Understand, read, and follow instructions.

### *Education, Training, & Experience*

- E. High school graduate or GED equivalent and,



F. Any equivalent of education and experience

*Licenses and Certificates*

- Valid California Class C Drivers License along with a driving record acceptable to the District and the District's insurance carrier.
- First Aid/CPR certified or wiliness to obtain in three (3) months.

**PHYSICAL DEMANDS & WORKING CONDITIONS**

- Requires the ability to lift, carry, push or pull medium weights, up to 75 pounds.
- Requires the use of hands for simple grasping and fine manipulations.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor office environment; and
  - Outdoor environmental conditions regardless of weather conditions.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Occasional exposure to dust, noise, and fumes, weather extremes and biological wastes.
- Required to work nights, weekends, holidays, and multiple shifts when needed.

**COMPENSATION**

Hourly, commensurate with experience.

Comprehensive medical, dental and vision plan. CALPERS retirement package, accrued vacation and sick leave.

Employment offer contingent on satisfactory DMV and SSCI background check.

Employees must complete three (3) months of satisfactory probation.

# CUSTODIAN JOB DESCRIPTION

## SALARY RANGE

\$20,800 - \$33,000 Annually

**POSITION: CUSTODIAN**

**CATEGORY: FULL TIME**

**REPORTS TO: MAINTENANCE FOREMAN**

**FLSA STATUS: NON-EXEMPT**

Adopted 6/17/13

## POSITION SUMMARY

Under the general supervision of the Maintenance Foreman, the Custodian has the primary responsibility for cleaning District facilities in such a way to promote health and safety while reducing the spread of infection. It is the role of the custodian to follow daily, weekly and monthly cleaning schedules District-wide including, but not limited to, offices areas, classrooms, kitchen, bathrooms, storage areas and entrances. The custodian follows the cleaning schedule when the patrons are not in the center so no interference with recreational programming or events.

## ESSENTIAL JOB FUNCTIONS

- Follows and completes the District's daily, weekly and monthly cleaning schedule. These duties include:
  - Collects and bags all garbage from the center, placing the tied bags in a closed dumpster.
  - Disinfects and cleans garbage and trashcans, and changes bags daily.
  - Washes and sanitizes bathrooms' fixtures daily with germicidal solution.
  - Using germicidal solution, wet mops all washable floors daily including kitchen, bathroom, office and classroom.
  - Washes bathroom, kitchen, classroom and other windows (inside and outside) and walls using germicidal solution as scheduled or needed.
- Vacuums all carpeting daily.
- Sweeps and clears entrance spaces, daily.
- Dusts, washes and sanitizes other surfaces as specified in schedule.
- Performs other cleaning duties as specified in schedule.
- Refills paper towel, tissue, toilet paper and hand soap in all dispensers.
- Changes light bulbs, as needed.
- Reports the following to the Maintenance Foreman, or designated staff person:
  - Presence of animals, vermin or insects.
  - Need for cleaning supplies or equipment repair in advance.
  - Water leaks, and other maintenance needs.
  - All other health and safety hazards noticed.
- Participates in emergency drills and environmental safety activities, as requested.
- Attends and participates in District safety and in-service trainings.
- Performs other duties as specified in job description addendum or as assigned.

*The above statements are intended to describe the general nature and level of work performed by a person in this position. They are not to be construed as an exhaustive list of all duties that may be performed in such a position.*

## **QUALIFICATIONS**

### *Core Competencies and Skill Sets*

- Experience in the custodial field.
- Knowledge of proper cleaning methods required.
- Effective oral and written communication skills commensurate with the responsibilities of the position are required.
- Knowledge and understanding of successful organization and execution of sanitary practices.
- Ability to prioritize multiple tasks.
- Ability to learn and comprehend information from Procedures Manuals and other materials.
- Ability to function successfully within a team environment.
- Commitment to providing outstanding customer service.
- Ability to interact with customers and co-workers in a positive and courteous manner.
- Ability to present a positive image of the organization to members of the community.
- Ability to pass a physical exam every two years and a TB test yearly.

### *Personal Attributes*

- Minimum 18 years old.
- Communicate effectively.
- Adhere to TVRPD core values and principles.
- Self-motivated with ability to manage work with limited direct supervision.
- Exercise independent judgment and initiative with competent analytical and problem solving skills within established guidelines.
- Ability to operate effectively under stress; work in a flexible, adaptable, and resilient manner.
- Willingness to perform manual tasks requiring physical exertion.
- Demonstrate awareness and sensitivity to gender and diversity.
- Willingness to adapt and learn new skills/approaches.
- Understand, read, and follow instructions.

### *Education, Training, & Experience*

- High school graduate or equivalent.
- Minimum of 12 months of custodial experience in public service settings or related facilities.

### *Licenses and Certificates*

- CPR & Red Cross First Aid certified or wiliness to obtain in three (3) months
- Valid California driver's license; driving record must comply with District safety standards.
- 

## **PHYSICAL DEMANDS & WORKING CONDITIONS**

- Requires the ability to lift, carry, push or pull medium weights, up to 75 pounds.
- Requires the use of hands for simple grasping and fine manipulations.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
  - Indoor office environment; and
  - Outdoor environmental conditions regardless of weather conditions.
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/Cal OSHA regulations is required.
- Possible exposure to communicable diseases.

**THE BOARD OF DIRECTORS OF THE  
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**ADOPTING THE REVISED SALARY SCHEDULE AND JOB DESCRIPTIONS**

---

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 26<sup>th</sup> day of July 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

---

**RESOLUTION NO. 13-16**

**RESOLUTION OF THE BOARD OF DEIRECTORS OF THE TEHACHAPI VALLEY  
RECREATION AND PARK DISTRICT ADOPTING THE REVISED SALARY  
SCHEDULE AND JOB DESCRIPTIONS**

**WHEREAS**, the Tehachapi Valley Recreation and Park District (TVRPD) has established its organizational structure and established positions that are necessary for the functioning of the District; and

**WHEREAS**, the Tehachapi Valley Recreation and Park District (TVRPD) has established a salary schedule and job description for each position; and

**WHEREAS**, the salary schedule and job descriptions in existence are no longer satisfactory to meet the needs of the District; and

**WHEREAS**, a revised salary schedule and job description has been developed and reviewed by counsel; and

**WHEREAS**, the board desires to adopt said salary schedule and said job descriptions.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors approve the revised salary schedule and job descriptions for each position within the District.

**THE BOARD OF DIRECTORS OF THE  
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**AUTHORIZING THE TREASURER OF THE COUNTY OF KERN TO TRANSFER  
FUNDS IN ITS CUSTODY FOR MEETING THE OBLIGATIONS INCURRED FOR  
MAINTENANCE AND OPERATION OF THE DISTRICT**

---

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 26<sup>th</sup> day of July 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Clerk of the Board of Directors  
of the Tehachapi Valley Recreation  
and Park District

---

**RESOLUTION NO. 14-16**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT  
AUTHORIZING THE TREASURER OF THE COUNTY OF KERN  
TO TRANSFER FUNDS IN ITS CUSTODY FOR MEETING THE  
OBLIGATIONS INCURRED FOR MAINTENANCE AND  
OPERATION OF THE DISTRICT**

**WHEREAS**, the Tehachapi Valley Recreation and Park District, hereinafter referred to as "District", is a recreation and park district duly organized and existing under Chapter 4 of Division 5 of the Public Resources Code of the State of California (Section 5780 et seq.); and

**WHEREAS**, the District has incurred debts for the FY 2016-2017 budget in the amount of \$400,000.00 for maintenance and operation purposes by District in the care and operation of its recreational facilities; and

**WHEREAS**, pursuant to Article 16, Section 6 of the California Constitution, District may authorize the treasurer for the County of Kern to transfer funds in his custody on a temporary basis in order to provide necessary funds for the District to meet its obligations for maintenance purposes and that such temporary transfer of funds shall not exceed 85% of the taxes accruing to District during the next fiscal year, to with fiscal year 2016-2017; and

**WHEREAS**, said temporary transfer of funds shall be replaced by district from the taxes accruing to District before any other obligations District are met from such taxes; and

**WHEREAS**, the Board of Directors wishes to authorize the treasurer of the County of Kern to make such temporary transfer of funds.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Tehachapi Valley Recreation and Park District hereby authorizes the treasurer for the County of Kern to transfer to District the sum of \$400,000.00 which does not exceed 85% of the taxes accruing to District for the fiscal year.

**BE IT FURHTER RESOLVED** that the Board of Directors for the Tehachapi Valley Recreation and Park District hereby orders the replacement of said \$400,000.00, from the taxes accruing to District before any other obligations of District are met from such taxes.

**BE IT FURTHER RESOLVED** that the Board of Directors of the Tehachapi Valley Recreation and Park District hereby orders that funds hereinabove authorized to be transferred shall be used for maintenance purposes of District's recreation and park facilities.

# Financial Report

Tehachapi Valley Recreation and Park District  
For the period ended June 30, 2016

Prepared by  
**Better Ledger Inc**

Prepared on  
**July 21, 2016**



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# Balance Sheet

As of June 30, 2016

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1000 Cash in County Treasury General Fund	
1000.1 Cash in County Treasury-General Fund	284,981.36
1000.3 Cash in County Treasury-Quimby	7,911.01
1000.4 Cash in County Treasury-Dog Park	25,500.00
1000.5 Cash in County Treasury-Veterans Memorial Fund	50.77
1000.6 Pool Funds	484.00
<b>Total 1000 Cash in County Treasury General Fund</b>	<b>318,927.14</b>
1004 Check BOTS 4470	158,533.63
1005 County Treasury Capital Projects Fund	300,002.34
1006 Square Inc	60.00
1050 Cash Box-Events	600.00
1051 Change Fund	300.00
1100 Petty Cash Fund	200.00
<b>Total Bank Accounts</b>	<b>778,623.11</b>
<b>Accounts Receivable</b>	
1200 Accounts Receivable	4,842.07
<b>Total Accounts Receivable</b>	<b>4,842.07</b>
<b>Other current assets</b>	
1070 Prepaid Expenses	9,579.70
1092 Credit Card Receivables	2,215.26
1210 Inventory Asset	4,709.37
<b>Total Other current assets</b>	<b>16,504.33</b>
<b>Total Current Assets</b>	<b>799,969.51</b>
<b>Fixed Assets</b>	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,492,697.35
1163 Equipment	668,227.60
1163.1 Equipment Not Placed In Service	141,715.86
1164 Swimming Pool & Building	339,886.45
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,514,288.00
1180 Fleet Vehicles and Equipment	85,118.77
1190 Construction In Progress	259,312.89
<b>Total Fixed Assets</b>	<b>1,608,153.98</b>
<b>TOTAL ASSETS</b>	<b>\$2,408,123.49</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	

	<b>Total</b>
2000 Accounts Payable-General Fund	107,147.76
2000.1 Accounts Payable (A/P)-Capital Projects Fund	80,854.50
<b>Total Accounts Payable</b>	<b>188,002.26</b>
<b>Credit Cards</b>	
2010 Cardmember Services Payable	8,109.38
2012 Home 4 Less Payable	15.35
2014 Home Depot Payable	839.70
<b>Total Credit Cards</b>	<b>8,964.43</b>
<b>Other Current Liabilities</b>	
2020 Year End Accruals	1,331.23
2021 Accrued Salaries & Wages	20,184.20
2022 Accrued Employer PR Taxes	1,537.59
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	17,893.38
2024.3 Accrued Sick Leave (50%)	13,515.85
<b>Total 2024 Accrued Vacation, Sick, &amp; Comp Time</b>	<b>31,409.23</b>
2207 Sales tax payable	1,075.65
2210 Payroll Liabilities	
2211 CalPERS Payable	1,341.08
2231 Health Plan Payable	382.81
2250 Payroll Tax Liabilities	389.86
<b>Total 2210 Payroll Liabilities</b>	<b>2,113.75</b>
2270 Refundable Deposits	1,000.00
<b>Total Other Current Liabilities</b>	<b>58,651.65</b>
<b>Total Current Liabilities</b>	<b>255,618.34</b>
<b>Long-Term Liabilities</b>	
2305 CalPERS Unfunded Accrued Liability Valuation	15,348.00
<b>Total Long-Term Liabilities</b>	<b>15,348.00</b>
<b>Total Liabilities</b>	<b>270,966.34</b>
<b>Equity</b>	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	1,608,153.98
<b>Total 3010 Net Investment In Capital Assets</b>	<b>1,608,153.98</b>
3020 Restricted Funds	
3022 Capital Projects	300,002.34
3023 Quimby	7,911.01
3025 Dog Park	25,500.00
3026 Veterans Memorial and Pool Restricted Funds	534.77
<b>Total 3020 Restricted Funds</b>	<b>333,948.12</b>
3030 Unrestricted Funds	364,523.53
3110 Retained Earnings	0.00
Net Income	-169,468.48
<b>Total Equity</b>	<b>2,137,157.15</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$2,408,123.49</b>

# Profit and Loss

June 2016

	Jun 2016	Jul 2015 - Jun 2016 (YTD)	Total % of Income
<b>INCOME</b>			
4010 Property Taxes	24,803.41	865,065.22	47.98 %
4020 Interest Income	-2.25	2,017.09	-0.00 %
4030 Adult Program Revenues	2,020.00	21,716.43	3.91 %
4050 Facility Revenue	19,509.71	122,802.75	37.74 %
4200 Contracted Classes Revenues	3,309.00	40,950.41	6.40 %
4210 Events Revenues	1,251.75	28,702.25	2.42 %
4211 Grant Income	1,500.00	26,500.00	2.90 %
4213 Sponsorship Revenues	-1,750.00	20,522.60	-3.39 %
4215 Donations		3,000.00	
4300 Youth Program Revenues	923.00	71,305.00	1.79 %
4610 Billable Expense Income	122.07	15,385.59	0.24 %
4650 Discounts given	-394.00	-3,557.65	-0.76 %
4704 Sales	399.86	1,715.65	0.77 %
4750 Commission Income		44.70	
4760 Other Income		2,813.20	
<b>Total Income</b>	<b>51,692.55</b>	<b>1,218,983.24</b>	<b>100.00 %</b>
<b>COST OF GOODS SOLD</b>			
5001 Adult Program Costs		7,221.45	
5004 Contracted Classes Costs	3,692.71	29,417.67	7.14 %
5005 Events Costs	3,612.21	36,150.26	6.99 %
5008 Youth Program Costs	378.26	22,706.21	0.73 %
5704 Purchases for Resale	412.75	861.14	0.80 %
<b>Total Cost of Goods Sold</b>	<b>8,095.93</b>	<b>96,356.73</b>	<b>15.66 %</b>
<b>GROSS PROFIT</b>	<b>43,596.62</b>	<b>1,122,626.51</b>	<b>84.34 %</b>
<b>EXPENSES</b>			
6000 Employee Costs	66,926.27	630,900.60	129.47 %
7010 Advertising & Marketing	1,261.39	24,809.98	2.44 %
7020 Bank Service Charges	842.61	6,750.83	1.63 %
7025 Cash Short/Over		10.00	
7026 Charitable Contribution		2,994.57	
7030 Dues & Subscriptions		7,849.20	
7035 Equipment Rents & Leases		1,341.85	
7050 Insurance	1,035.40	20,234.63	2.00 %
7060 Licenses & Fees	182.49	8,220.24	0.35 %
7070 Maintenance	20,771.95	108,898.00	40.18 %
7084 Meals & Entertainment	139.63	1,874.74	0.27 %
7090 Office Supplies	332.22	14,894.49	0.64 %
7120 Professional Development	45.00	11,414.92	0.09 %
7150 Professional Fees	3,897.25	58,281.22	7.54 %
7160 Property Tax Collection Fee	268.00	11,264.89	0.52 %
7175 Scholarship Fund Expense		841.00	

	Jun 2016	Jul 2015 - Jun 2016 (YTD)	Total % of Income
7180 Security		4,843.95	
7210 Telephone	942.98	14,739.16	1.82 %
7230 Uniforms & Apparel	141.45	2,593.83	0.27 %
7250 Utilities	6,673.42	83,067.73	12.91 %
<b>Total Expenses</b>	<b>103,460.06</b>	<b>1,015,825.83</b>	<b>200.15 %</b>
NET OPERATING INCOME	<b>-59,863.44</b>	<b>106,800.68</b>	<b>-115.81 %</b>
OTHER INCOME			
8040 TVRPD Development Fee Revenues	2,137.00	55,562.00	4.13 %
<b>Total Other Income</b>	<b>2,137.00</b>	<b>55,562.00</b>	<b>4.13 %</b>
OTHER EXPENSES			
8501 Fixed Asset Purchases		133,146.90	
8502 Capital Improvements	145,588.41	186,283.29	281.64 %
8505 Quimby Expense	11,663.82	12,400.97	22.56 %
<b>Total Other Expenses</b>	<b>157,252.23</b>	<b>331,831.16</b>	<b>304.21 %</b>
NET OTHER INCOME	<b>-155,115.23</b>	<b>-276,269.16</b>	<b>-300.07 %</b>
NET INCOME	<b>\$ -214,978.67</b>	<b>\$ -169,468.48</b>	<b>-415.88 %</b>

# Profit & Loss Prior Year Comparison

July 2015 - June 2016

	Jul 2015 - Jun 2016	Jul 2014 - Jun 2015 (PY)	Change	Total % Change
<b>INCOME</b>				
4010 Property Taxes	865,065.22	846,980.24	18,084.98	2.14 %
4020 Interest Income	2,017.09	2,745.31	-728.22	-26.53 %
4030 Adult Program Revenues	21,716.43	33,441.59	-11,725.16	-35.06 %
4050 Facility Revenue	122,802.75	133,851.25	-11,048.50	-8.25 %
4200 Contracted Classes Revenues	40,950.41	39,517.19	1,433.22	3.63 %
4210 Events Revenues	28,702.25	28,854.93	-152.68	-0.53 %
4211 Grant Income	26,500.00		26,500.00	
4213 Sponsorship Revenues	20,522.60	33,783.40	-13,260.80	-39.25 %
4215 Donations	3,000.00	30,100.00	-27,100.00	-90.03 %
4300 Youth Program Revenues	71,305.00	78,440.34	-7,135.34	-9.10 %
4610 Billable Expense Income	15,385.59	13,824.99	1,560.60	11.29 %
4650 Discounts given	-3,557.65	-514.25	-3,043.40	-591.81 %
4704 Sales	1,715.65	1,527.89	187.76	12.29 %
4750 Commission Income	44.70	44.20	0.50	1.13 %
4760 Other Income	2,813.20	3,627.64	-814.44	-22.45 %
<b>Total Income</b>	<b>1,218,983.24</b>	<b>1,246,224.72</b>	<b>-27,241.48</b>	<b>-2.19 %</b>
<b>COST OF GOODS SOLD</b>				
5001 Adult Program Costs	7,221.45	4,698.46	2,522.99	53.70 %
5004 Contracted Classes Costs	29,417.67	36,229.00	-6,811.33	-18.80 %
5005 Events Costs	36,150.26	53,323.80	-17,173.54	-32.21 %
5008 Youth Program Costs	22,706.21	19,700.88	3,005.33	15.25 %
5704 Purchases for Resale	861.14	1,385.26	-524.12	-37.84 %
<b>Total Cost of Goods Sold</b>	<b>96,356.73</b>	<b>115,337.40</b>	<b>-18,980.67</b>	<b>-16.46 %</b>
<b>GROSS PROFIT</b>	<b>1,122,626.51</b>	<b>1,130,887.32</b>	<b>-8,260.81</b>	<b>-0.73 %</b>
<b>EXPENSES</b>				
6000 Employee Costs	630,900.60	645,720.09	-14,819.49	-2.30 %
7010 Advertising & Marketing	24,809.98	15,817.00	8,992.98	56.86 %
7020 Bank Service Charges	6,750.83	8,980.94	-2,230.11	-24.83 %
				20,100.00
7025 Cash Short/Over	10.00	-0.05	10.05	%
7026 Charitable Contribution	2,994.57	2,941.61	52.96	1.80 %
				-
7027 Depreciation Expense		100,525.00	100,525.00	-100.00 %
7030 Dues & Subscriptions	7,849.20	6,887.39	961.81	13.96 %
7035 Equipment Rents & Leases	1,341.85	4,991.51	-3,649.66	-73.12 %
7050 Insurance	20,234.63	16,942.73	3,291.90	19.43 %
7060 Licenses & Fees	8,220.24	6,913.00	1,307.24	18.91 %
7070 Maintenance	108,898.00	89,010.86	19,887.14	22.34 %
7084 Meals & Entertainment	1,874.74	1,493.82	380.92	25.50 %
7090 Office Supplies	14,894.49	14,264.82	629.67	4.41 %
7120 Professional Development	11,414.92	12,200.94	-786.02	-6.44 %

	Jul 2015 - Jun 2016	Jul 2014 - Jun 2015 (PY)	Change	Total % Change
7150 Professional Fees	58,281.22	51,163.96	7,117.26	13.91 %
7160 Property Tax Collection Fee	11,264.89	10,348.03	916.86	8.86 %
7175 Scholarship Fund Expense	841.00	1,052.50	-211.50	-20.10 %
7180 Security	4,843.95	1,414.10	3,429.85	242.55 %
7210 Telephone	14,739.16	17,771.20	-3,032.04	-17.06 %
7230 Uniforms & Apparel	2,593.83	5,272.42	-2,678.59	-50.80 %
7250 Utilities	83,067.73	95,020.35	-11,952.62	-12.58 %
<b>Total Expenses</b>	<b>1,015,825.83</b>	<b>1,108,732.22</b>	<b>-92,906.39</b>	<b>-8.38 %</b>
NET OPERATING INCOME	<b>106,800.68</b>	<b>22,155.10</b>	<b>84,645.58</b>	<b>382.06 %</b>
OTHER INCOME				
8040 TVRPD Development Fee Revenues	55,562.00	40,603.00	14,959.00	36.84 %
<b>Total Other Income</b>	<b>55,562.00</b>	<b>40,603.00</b>	<b>14,959.00</b>	<b>36.84 %</b>
OTHER EXPENSES				
8501 Fixed Asset Purchases	133,146.90	272,287.22	139,140.32	-51.10 %
8502 Capital Improvements	186,283.29		186,283.29	
8505 Quimby Expense	12,400.97	5,395.00	7,005.97	129.86 %
<b>Total Other Expenses</b>	<b>331,831.16</b>	<b>277,682.22</b>	<b>54,148.94</b>	<b>19.50 %</b>
NET OTHER INCOME	<b>-276,269.16</b>	<b>-237,079.22</b>	<b>-39,189.94</b>	<b>-16.53 %</b>
NET INCOME	<b>\$ -169,468.48</b>	<b>\$ -214,924.12</b>	<b>\$45,455.64</b>	<b>21.15 %</b>

## Statement of Cash Flows

	Total
<b>OPERATING ACTIVITIES</b>	
Net Income	-169,468.48
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	2,201.22
1070 Prepaid Expenses	-1,790.24
1075 Employee Cash Advances	370.67
1092 Credit Card Receivables	-2,215.26
1210 Inventory Asset	-260.82
2000 Accounts Payable-General Fund	49,597.44
2000.1 Accounts Payable (A/P)-Capital Projects Fund	80,854.50
2010 Cardmember Services Payable	7,308.62
2012 Home 4 Less Payable	15.35
2014 Home Depot Payable	-36.93
2020 Year End Accruals	256.92
2021 Accrued Salaries & Wages	-7,902.86
2022 Accrued Employer PR Taxes	-1,326.14
2024.2 Accrued Vacation, Sick, & Comp Time:Accrued Vacation	6,102.12
2024.3 Accrued Vacation, Sick, & Comp Time:Accrued Sick Leave (50%)	-4,175.40
2207 Sales tax payable	105.92
2211 Payroll Liabilities:CalPERS Payable	1,341.08
2231 Payroll Liabilities:Health Plan Payable	3,218.34
2250 Payroll Liabilities:Payroll Tax Liabilities	-2,059.47
2258 Deferred Revenue-Events	-7,864.50
2259 Deferred Revenues-Grant Dog Park	-25,000.00
2260 Veterans Memorial Fund Payable	-89.58
2261 Pool Fund Payable	-2,484.00
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>96,166.98</b>
<b>Net cash provided by operating activities</b>	<b>-73,301.50</b>
<b>INVESTING ACTIVITIES</b>	
1162 Improvements	-2,544.31
1163 Equipment	-91,275.95



	Total
1163.1 Equipment Not Placed In Service	-11,248.10
1164 Swimming Pool & Building	-74,502.78
1180 Fleet Vehicles and Equipment	-31,829.05
1190 Construction In Progress	-108,030.00
<b>Net cash provided by investing activities</b>	<b>-319,430.19</b>
FINANCING ACTIVITIES	
2305 CalPERS Unfunded Accrued Liability Valuation	-260.00
3012 Net Investment In Capital Assets:Investment in Fixed Assets	319,430.19
3022 Restricted Funds:Capital Projects	-127,922.92
3023 Restricted Funds:Quimby	7,911.01
3025 Restricted Funds:Dog Park	25,500.00
3026 Restricted Funds:Veterans Memorial and Pool Restricted Funds	534.77
3030 Unrestricted Funds	-54,177.69
3110 Retained Earnings	174,189.60
<b>Net cash provided by financing activities</b>	<b>345,204.96</b>
NET CASH INCREASE FOR PERIOD	<b>-47,526.73</b>
Cash at beginning of period	826,149.84
<b>CASH AT END OF PERIOD</b>	<b>\$778,623.11</b>

# TVRPD Budget vs Actual 2015-2016

July 2015 - June 2016

	Actual	Budget	Remaining	Total % Remaining
<b>INCOME</b>				
4010 Property Taxes	865,065.22	837,734.00	-27,331.22	-3.26 %
4020 Interest Income	2,017.09	3,500.00	1,482.91	42.37 %
4030 Adult Program Revenues	21,716.43	31,400.00	9,683.57	30.84 %
4050 Facility Revenue	122,802.75	137,925.00	15,122.25	10.96 %
4200 Contracted Classes Revenues	40,950.41	38,115.00	-2,835.41	-7.44 %
4210 Events Revenues	28,702.25	34,000.00	5,297.75	15.58 %
4211 Grant Income	26,500.00	27,500.00	1,000.00	3.64 %
4213 Sponsorship Revenues	20,522.60	34,000.00	13,477.40	39.64 %
4215 Donations	3,000.00		-3,000.00	
4300 Youth Program Revenues	71,305.00	70,200.00	-1,105.00	-1.57 %
4610 Billable Expense Income	15,385.59	25,000.00	9,614.41	38.46 %
4650 Discounts given	-3,557.65	-500.00	3,057.65	-611.53 %
4704 Sales	1,715.65	1,900.00	184.35	9.70 %
4750 Commission Income	44.70	0.00	-44.70	
4760 Other Income	2,813.20		-2,813.20	
<b>Total Income</b>	<b>1,218,983.24</b>	<b>1,240,774.00</b>	<b>21,790.76</b>	<b>1.76 %</b>
<b>COST OF GOODS SOLD</b>				
5001 Adult Program Costs	7,221.45	4,700.00	-2,521.45	-53.65 %
5004 Contracted Classes Costs	29,417.67	32,960.00	3,542.33	10.75 %
5005 Events Costs	36,150.26	52,600.00	16,449.74	31.27 %
5008 Youth Program Costs	22,706.21	22,900.00	193.79	0.85 %
5704 Purchases for Resale	861.14	3,300.00	2,438.86	73.90 %
<b>Total Cost of Goods Sold</b>	<b>96,356.73</b>	<b>116,460.00</b>	<b>20,103.27</b>	<b>17.26 %</b>
<b>GROSS PROFIT</b>	<b>1,122,626.51</b>	<b>1,124,314.00</b>	<b>1,687.49</b>	<b>0.15 %</b>
<b>EXPENSES</b>				
6000 Employee Costs	630,900.60	739,556.00	108,655.40	14.69 %
7010 Advertising & Marketing	24,809.98	16,000.00	-8,809.98	-55.06 %
7020 Bank Service Charges	6,750.83	9,000.00	2,249.17	24.99 %
7025 Cash Short/Over	10.00	0.00	-10.00	
7026 Charitable Contribution	2,994.57	3,000.00	5.43	0.18 %
7030 Dues & Subscriptions	7,849.20	7,000.00	-849.20	-12.13 %
7035 Equipment Rents & Leases	1,341.85	7,000.00	5,658.15	80.83 %
7050 Insurance	20,234.63	29,400.00	9,165.37	31.17 %
7056 Interest Expense		300.00	300.00	100.00 %
7060 Licenses & Fees	8,220.24	10,000.00	1,779.76	17.80 %
7070 Maintenance	108,898.00	87,000.00	-21,898.00	-25.17 %
7084 Meals & Entertainment	1,874.74	2,000.00	125.26	6.26 %
7090 Office Supplies	14,894.49	14,500.00	-394.49	-2.72 %
7120 Professional Development	11,414.92	10,500.00	-914.92	-8.71 %
7150 Professional Fees	58,281.22	62,500.00	4,218.78	6.75 %
7160 Property Tax Collection Fee	11,264.89	12,500.00	1,235.11	9.88 %

	<b>Actual</b>	<b>Budget</b>	<b>Remaining</b>	<b>Total % Remaining</b>
7170 Publications & Legal		500.00	500.00	100.00 %
7175 Scholarship Fund Expense	841.00	5,000.00	4,159.00	83.18 %
7180 Security	4,843.95	5,000.00	156.05	3.12 %
7210 Telephone	14,739.16	11,000.00	-3,739.16	-33.99 %
7230 Uniforms & Apparel	2,593.83	4,500.00	1,906.17	42.36 %
7250 Utilities	83,067.73	97,470.00	14,402.27	14.78 %
<b>Total Expenses</b>	<b>1,015,825.83</b>	<b>1,133,726.00</b>	<b>117,900.17</b>	<b>10.40 %</b>
NET OPERATING INCOME	<b>106,800.68</b>	<b>-9,412.00</b>	<b>-116,212.68</b>	<b>1,234.73 %</b>
OTHER INCOME				
8040 TVRPD Development Fee Revenues	55,562.00		-55,562.00	
<b>Total Other Income</b>	<b>55,562.00</b>	<b>0.00</b>	<b>-55,562.00</b>	<b>0.00%</b>
OTHER EXPENSES				
8501 Fixed Asset Purchases	133,146.90	108,600.00	-24,546.90	-22.60 %
8502 Capital Improvements	186,283.29	495,000.00	308,716.71	62.37 %
8505 Quimby Expense	12,400.97		-12,400.97	
<b>Total Other Expenses</b>	<b>331,831.16</b>	<b>603,600.00</b>	<b>271,768.84</b>	<b>45.02 %</b>
NET OTHER INCOME	<b>-276,269.16</b>	<b>-603,600.00</b>	<b>-327,330.84</b>	<b>54.23 %</b>
NET INCOME	<b>\$ -169,468.48</b>	<b>\$ -613,012.00</b>	<b>\$ -443,543.52</b>	<b>72.35 %</b>



## Tehachapi Valley Recreation & Park District

July 26, 2016

TO: TVRPD Board of Directors

FROM: LeAnn Williams, District Manager

SUBJECT: District Loan

### Background

Staff and the ad-hoc came to the board in June recommending a District Loan for the purposes of capital improvements across the District. Staff recommends that the monies be used to purchase and install new playgrounds at West Park and Central Park, install a playground at Brite Lake Pavilion #1, and pour a new basketball court at West Park (Attachment A). Any money left over would be used for board approved items on Attachment B. District playgrounds are either out of compliance or are in the window to be replaced before we have safety issues. The basketball court at West Park is past repairs and needs to be replaced. Brite Lake is a recreational asset that the District is committed to improving for the residents of Tehachapi and visitors to the area.

### Options

- Approve the District Loan.
- Do not approve the District Loan.

### Fiscal Impact

- TVRPD has budgeted the loan repayment in the amount of \$49,622.42 in the fiscal 16/17 budget. The District is committed to this payment for the next fifteen (15) years.

### Recommendation

- Approve the District Manager to execute and deliver a site lease and lease agreement for a Loan amount of \$565,00 and associated costs of issuance of \$11,500 for a total of \$587,500.

**Attachment A**

**Central Park**

Amount not to exceed: \$272, 379.00

**West Park**

Amount not to exceed: \$227,621.00

**Brite Lake**

Amount not to exceed: \$45,000

**TOTAL: \$545,000**

## **Attachment B**

### **Other Potential District Improvement Projects**

Climbing Wall at Dye Natatorium

Transverse Climbing Wall at West Park Activity Center

1 Basketball Court at Meadowbrook Park

Skate Park improvements/features

New floor at District Office

Dog Park Agility features

Concrete recreation features at District Parks (Ping pong, chess tables, corn hole)

Sources and Uses of Funds  
Tehachapi Valley Recreation and Park District  
2016 Lease Purchase Financing

Sources:

Bond Proceeds:

Par Amount	587,250.00
	587,250.00

Uses:

Project Fund Deposits:

Project Fund	565,000.00
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Delivery Date Expenses:

Cost of Issuance	22,250.00
	587,250.00

Cost of Issuance  
Tehachapi Valley Recreation and Park District  
2016 Lease Purchase Financing

Cost of Issuance	Amount
Placement Agent	12,500.00
Documentation Fee	7,000.00
Title Report	750.00
Contingency	2,000.00
	22,250.00



Bond Summary Statistics  
Tehachapi Valley Recreation and Park District  
2016 Lease Purchase Financing

Dated Date	8/15/2016
Delivery Date	8/15/2016
Last Maturity	8/1/2031

Arbitrage Yield	3.200128%
True Interest Cost (TIC)	3.200128%
Net Interest Cost (NIC)	3.200000%
All-In TIC	3.754366%
Average Coupon	3.200000%

Average Life (years)	8.319
Weighted Average Maturity (years)	8.319

Par Amount	587,250.00
Bond Proceeds	587,250.00
Total Interest	156,335.02
Net Interest	156,335.02
Total Debt Service	743,585.02
Maximum Annual Debt Service	49,701.97
Average Annual Debt Service	49,701.19

Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount

Bid Price	100.000000
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Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	587,250.00	100.000	3.200%	8.319
	587,250.00			8.319

	TIC	All-In TIC	Arbitrage Yield
Par Value	587,250.00	587,250.00	587,250.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(22,250.00)	
- Other Amounts			
Target Value	587,250.00	565,000.00	587,250.00
Target Date	8/15/2016	8/15/2016	8/15/2016
Yield	3.200128%	3.754366%	3.200128%

Bond Debt Service  
Tehachapi Valley Recreation and Park District  
2016 Lease Purchase Financing

Dated Date 8/15/2016

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
2/1/2017	14,253	3.200%	8,665.20	22,918.20	22,918.20
8/1/2017	15,683	3.200%	9,167.95	24,850.95	
2/1/2018	15,934	3.200%	8,917.02	24,851.02	49,701.97
8/1/2018	16,188	3.200%	8,662.08	24,850.08	
2/1/2019	16,448	3.200%	8,403.07	24,851.07	49,701.15
8/1/2019	16,711	3.200%	8,139.90	24,850.90	
2/1/2020	16,978	3.200%	7,872.53	24,850.53	49,701.43
8/1/2020	17,250	3.200%	7,600.88	24,850.88	
2/1/2021	17,526	3.200%	7,324.88	24,850.88	49,701.76
8/1/2021	17,806	3.200%	7,044.46	24,850.46	
2/1/2022	18,091	3.200%	6,759.57	24,850.57	49,701.03
8/1/2022	18,380	3.200%	6,470.11	24,850.11	
2/1/2023	18,675	3.200%	6,176.03	24,851.03	49,701.14
8/1/2023	18,973	3.200%	5,877.23	24,850.23	
2/1/2024	19,277	3.200%	5,573.66	24,850.66	49,700.89
8/1/2024	19,585	3.200%	5,265.23	24,850.23	
2/1/2025	19,899	3.200%	4,951.87	24,850.87	49,701.10
8/1/2025	20,217	3.200%	4,633.49	24,850.49	
2/1/2026	20,541	3.200%	4,310.02	24,851.02	49,701.51
8/1/2026	20,869	3.200%	3,981.36	24,850.36	
2/1/2027	21,203	3.200%	3,647.46	24,850.46	49,700.82
8/1/2027	21,542	3.200%	3,308.21	24,850.21	
2/1/2028	21,887	3.200%	2,963.54	24,850.54	49,700.75
8/1/2028	22,237	3.200%	2,613.34	24,850.34	
2/1/2029	22,593	3.200%	2,257.55	24,850.55	49,700.89
8/1/2029	22,954	3.200%	1,896.06	24,850.06	
2/1/2030	23,322	3.200%	1,528.80	24,850.80	49,700.86
8/1/2030	23,695	3.200%	1,155.65	24,850.65	
2/1/2031	24,074	3.200%	776.53	24,850.53	49,701.18
8/1/2031	24,459	3.200%	391.34	24,850.34	
2/1/2032					24,850.34
	587,250		156,335.02	743,585.02	743,585.02

**RECORDING REQUESTED BY:**

Tehachapi Valley Recreation and Park District

**WHEN RECORDED RETURN TO:**

Kronick, Moskovitz, Tiedemann & Girard  
A Professional Corporation  
Attention: Deborah Fields, Public Finance  
400 Capitol Mall, 27th Floor  
Sacramento, California 95814

This document is recorded for the benefit of the Tehachapi Valley Recreation and Park District, and recording is exempt from recording fees pursuant to Government Code §27383.

The term of this lease is less than 35 years. This transaction is exempt from documentary transfer tax under Revenue & Taxation Code §11911.

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**SITE LEASE**

between the

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

and the

CAPITAL ONE PUBLIC FUNDING, LLC

Dated August 1, 2016

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## SITE LEASE

This Site Lease, dated August 1, 2016 (this "Site Lease"), between the Tehachapi Valley Recreation and Park District (the "District"), a public agency duly organized and validly existing under and pursuant to the laws of the State of California, as lessor, and Capital One Public Funding, LLC ("COPF"), a limited liability company duly organized and validly existing under and by virtue of the laws of the State of New York, as lessee;

### W I T N E S S E T H:

WHEREAS, pursuant to the request of the District, COPF will assist the District in financing [various capital improvements] (the "Project");

WHEREAS, such financing will be accomplished by (i) the District's entering into this Site Lease with COPF, under which the District will lease the District's Administration Building (the "Leased Property") to COPF in exchange for an advance rental payment; (ii) COPF's subleasing the Leased Property to the District pursuant to the Lease Agreement dated August 1, 2016 (the "Lease Agreement"), recorded concurrently herewith, under which the District will be obligated to make Rental Payments (as such term is defined in the Lease Agreement) to COPF; and (iii) the application of the amount payable as advance rental hereunder to the payment of the costs of the Project and the payment of transaction costs;

WHEREAS, the District is authorized to enter into this Site Lease for the purposes and subject to the terms and conditions set forth herein;

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Section 1. Leased Property. The District hereby leases to COPF, and COPF hereby hires from the District, on the terms and conditions set forth herein, the real property described in *Exhibit A* attached hereto and made a part hereof and the improvements located thereon (the "Leased Property").

Section 2. Term. The term of this Site Lease shall commence on the Funding Date, as that term is defined in the Lease Agreement, and shall end on August 1, 2031, unless such term is extended or is sooner terminated upon prepayment of the District's obligations under the Lease Agreement as provided in Section 4.9 (Prepayment) of the Lease Agreement. If the term of the Lease Agreement is extended, the term of this Site Lease shall be extended commensurately. If the District has paid and performed in full all of its obligations under the Lease Agreement, the term of this Site Lease shall end.

Section 3. Rental. As and for advance rental hereunder for the entire term hereof, COPF shall transfer to or for the account of the District the sum of five hundred eighty-seven thousand two hundred fifty dollars (\$587,250), on or before the date of commencement of the term of this Site Lease. COPF hereby waives any right that it may have under the laws of the State of California to a rebate of such rental in full or in part in the event there is substantial interference with the use and right to possession by COPF of the Leased Property or portion thereof as a result of material damage, destruction, or condemnation.

Section 4. Purpose. COPF shall use the Leased Property solely for the purpose of leasing the Leased Property to the District pursuant to the Lease Agreement and for such purposes as may be incidental thereto; provided that in the event of default by the District under the Lease Agreement COPF may exercise the remedies provided in the Lease Agreement.

Section 5. Owner in Fee. The District covenants that it is the owner in fee of the Leased Property described on *Exhibit A*.

Section 6. Successors and Assigns; Assignment. Whenever in this Site Lease either the District or COPF is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements contained in this Site Lease by, on behalf of, or for the benefit of the District or COPF shall bind and inure to the benefit of the respective successors and permitted assigns thereof whether so expressed or not. As provided in but subject to the provisions of the Lease Agreement, COPF may assign its rights under this Site Lease.

Section 7. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

Section 8. Surrender of Possession. COPF agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property to the District, without warranty as to condition.

Section 9. Default. If COPF defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to COPF, the District may exercise any and all remedies granted by law; provided, however, that the District shall have no power to terminate this Site Lease by reason of any default on the part of COPF.

Section 10. Quiet Enjoyment. COPF at all times during the term of this Site Lease shall peaceably and quietly have, hold, and enjoy all of the Leased Property.

Section 11. Waiver of Personal Liability. All liabilities under this Site Lease on the part of COPF shall be solely liabilities of COPF as a limited liability company, and the District hereby releases each and every incorporator, director and officer of COPF of and from any personal or individual liability under this Site Lease unless such person acted outside of the scope of his or her duties. No incorporator, director or officer of COPF shall at any time or under any circumstances be individually or personally liable under this Site Lease to the District or to any other party whomsoever for anything done or omitted to be done by COPF hereunder.

Section 12. Taxes. The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

Section 13. Eminent Domain. If the whole or any part of the improvements on the Leased Property is taken by eminent domain proceedings, the effect of such taking hereunder shall be in accord with the provisions of the Lease Agreement relating thereto. The District hereby waives any and all rights that it has or may hereafter have to acquire the interest of COPF in and to the Leased Property through the eminent domain powers of the District. However, the District agrees, to the

extent permitted by law, that the compensation to be paid in any condemnation hearings brought by or on behalf of the District with respect to the Leased Property shall be in an amount not less than the total unpaid principal components of Rental Payments plus the interest component of Rental Payments accrued to the date of payment of all Rental Payments under the Lease Agreement.

Section 14. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District as follows:

City: Tehachapi Valley Recreation and Park District  
460 West D Street  
Tehachapi, CA 93581  
Attention: District Manager

or, if to COPF, addressed to COPF as follows:

COPF: Capital One Public Funding, LLC  
275 Broadhollow Road  
Melville, NY 11747  
Attention: President

or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 16. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 17. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may separately be executed by the District and COPF, all with the same force and effect as though the same counterpart had been executed by both the District and COPF.

Section 18. Governing Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

*[Signature page follows]*

IN WITNESS WHEREOF, the District and COPF have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**TEHACHAPI VALLEY RECREATION AND  
PARK DISTRICT**

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

**CAPITAL ONE PUBLIC FUNDING, LLC**

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

STATE OF CALIFORNIA )  
COUNTY OF KERN )

WITNESS my hand and official seal.

(Notary Seal)



NOTARY ACKNOWLEDGMENT – NEW YORK

Insert NEW YORK All-Purpose Acknowledgment form for COPF

**EXHIBIT A**

**LEGAL DESCRIPTION OF LEASED PROPERTY**

All that real property located within the City of Tehachapi, County of Kern, State of California, described as follows:

APNs: 040-240-01, 040-240-02, and 040-240-03

Such property is commonly known as the District Administration Building, 490 West D Street, Tehachapi, California.

**REQUESTED BY:**

Tehachapi Valley Recreation and Park District

**WHEN RECORDED RETURN TO:**

Kronick, Moskovitz, Tiedemann & Girard,  
A Professional Corporation  
Attention: Deborah Fields, Public Finance  
400 Capitol Mall, 27th Floor  
Sacramento, CA 95814-4417

**This document is recorded for the benefit of the Tehachapi Valley Recreation and Park District, and recording is exempt from recording fees pursuant to Government Code §27383.**

**The term of this lease is less than 35 years. This transaction is exempt from documentary transfer tax under Revenue & Taxation Code §11911.**

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**LEASE AGREEMENT**

between

CAPITAL ONE PUBLIC FUNDING, LLC

and the

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

Dated August 1, 2016

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## LEASE AGREEMENT

This Lease Agreement dated August 1, 2016 (this "Lease Agreement"), and entered into between Capital One Public Funding, LLC ("COPF"), a limited liability company duly organized and validly existing under and by virtue of the laws of the State of New York, as lessor, and the Tehachapi Valley Recreation and Park District (the "District"), a public agency duly organized and validly existing under and by virtue of the laws of the State of California, as lessee,

### WITNESSETH:

WHEREAS, the District is authorized under California law to purchase, lease, control, dispose of, and convey real property for the benefit of the District;

WHEREAS, the District intends to finance[various capital improvements] (the "Project") ;

WHEREAS, such financing will be accomplished by (i) the District's entering into the Site Lease dated August 1, 2016 (the "Site Lease"), and recorded concurrently herewith, with COPF, under which the District will lease the District's Administration Building (the "Leased Property") to COPF in exchange for an advance rental payment; (ii) COPF's subleasing the Leased Property to the District pursuant to this Lease Agreement, under which the District will be obligated to make Rental Payments (as such term is defined herein) to COPF; and (iii) the application of the amount payable as advance rental under the Site Lease to the payment of the costs of the Project and the payment of transaction costs;

WHEREAS, pursuant to Resolution No. \_\_-16, adopted July 26, 2016, the Board of Directors of the District authorized the District Manager to enter into this Lease Agreement for the purposes and subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS; OTHER PROVISIONS OF GENERAL APPLICABILITY

Section 1.1 Definitions. For all purposes of this Lease Agreement and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires:

(A) The terms defined in this Section shall have the meanings herein specified and include the plural as well as the singular.

(B) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(C) All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of applicability thereof.

(D) All references herein to “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Lease Agreement as originally executed.

(E) The words “herein,” “hereof,” “hereby,” “hereunder,” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section, or other subdivision.

(F) Words of any gender shall mean and include words of all other genders.

**Applicable Environmental Laws** means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law (“HWCL”), California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act (“HSAA”), California Health & Safety Code Sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), California Water Code Sections 13000 et seq.; the Air Resources Act, California Health & Safety Code Sections 39000 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

**Business Day** means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of California are authorized or obligated by law or executive order to be closed.

**Code** means the Internal Revenue Code of 1986 and the regulations applicable to or issued thereunder.

**COPF** means Capital One Public Funding, LLC, or its successors or assigns.

**District** means the Tehachapi Valley Recreation and Park District.

**Effective Interest Rate** means the rate of interest per annum specified on Exhibit B.

**Event of Default** means any of the events specified in Section 7.1 (Events of Default).

**Fiscal Year** means the period beginning on July 1 of each year and ending on the next succeeding June 30 or any other twelve-month period hereafter selected and designated as the official fiscal year period of the District.

**Funding Date** means the date payment is made by COPF to or for the account of the District under the Site Lease.

**Hazardous Substance** means any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Leased Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.) and any hazardous, toxic or regulated substances or related materials as defined in the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Sections 110001 et seq.) (“Title III”), the Clean Water Act, as amended (33 U.S.C. Sections 1321 et seq.) (“CWA”), and the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.) (“TSCA”).

**Lease Agreement** means this Lease Agreement between COPF and the District, dated August 1, 2016, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof.

**Leased Property** means the real property described in Exhibit A attached to this Lease Agreement together with all present and future improvements located thereon.

**Net Proceeds** means the amount remaining from the gross proceeds of any insurance claim or condemnation award made in connection with the Leased Property, after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

**Payment Date** means February 1 and August 1 in each year, commencing February 1, 2017, during the term of this Lease Agreement.

**Person** means a corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

**Project** means the improvements to District facilities described in the second Whereas clause above.

**Rental Payments** means the Rental Payments payable by the District pursuant to the provisions of this Lease Agreement.

**Site Lease** means the Site Lease between the District and COPF, dated August 1, 2016, wherein the District leases the Leased Property to COPF, as originally executed and as it may from time to time be supplemented, modified, or amended.

**Statement, Certificate, Request, Requisition, and Order of the District** mean, respectively, a written statement, certificate, request, requisition, or order signed in the name of the



District by the District Manager or any other person designated by the District Manager or authorized by the District to execute such instruments. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

**Tax Certificate** means the tax certificate delivered by the District at the time of the execution and delivery of this Lease Agreement, as the same may be further amended or supplemented in accordance with its terms.

Section 1.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to:

District: Tehachapi Valley Recreation and Park District  
460 West D Street  
Tehachapi, CA 93581  
Attention: District Manager

COPF: Capital One Public Funding, LLC  
275 Broadhollow Road  
Melville, NY 11747  
Attention: President

The District and COPF may, by notice given hereunder, designate any further or different address to which subsequent notices shall be sent.

Section 1.3 Successors and Assigns. Whenever in this Lease Agreement either the District or COPF is named or referred to, such reference shall be deemed to include the successors or permitted assigns thereof, and all the covenants and agreements in this Lease Agreement contained by, on behalf of, or for the benefit of the District or COPF shall bind and inure to the benefit of the respective successors and permitted assigns thereof whether so expressed or not.

Section 1.4 Benefits of Agreement. Nothing in this Lease Agreement expressed or implied is intended or shall be construed to give to any person other than the District and COPF any legal or equitable right, remedy, or claim under or in respect of this Lease Agreement or any covenant, condition, or provision therein or herein contained; and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the District and COPF.

Section 1.5 Amendments. This Lease Agreement may be altered, amended, or modified in writing as may be mutually agreed by COPF and the District.

Section 1.6 Payments/Actions Otherwise Scheduled on Non-Business Days. Any payments or transfers that would otherwise become due on any day that is not a Business Day shall become due or shall be made on the next succeeding Business Day. When any other action is provided for herein to be done on a day named or within a specified time period and the day named or the last day of the specified period falls on a day other than a Business Day, such action may be performed on the next succeeding Business Day with the same effect as though performed on the appointed day or within the specified period.

Section 1.7 Effect of Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Lease Agreement.

Section 1.8 Validity and Severability. If any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Lease Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease Agreement, and this Lease Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The District and COPF hereby declare that they would have entered into this Lease Agreement and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Lease Agreement may be held illegal, invalid, or unenforceable.

If for any reason it is held that any of the covenants and conditions of the District hereunder, including the covenant to pay Rental Payments hereunder, is unenforceable for the full term hereof, then and in such event this Lease Agreement is and shall be deemed to be a lease from year to year under which the Rental Payments are to be paid by the District annually in consideration of the right of the District to possess, occupy, and use the Leased Property, and all of the rental and other terms, provisions, and conditions of this Lease Agreement, except to the extent that such terms, provisions, and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 1.9 Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 1.10 Execution in Counterparts. This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

## **ARTICLE 2 REPRESENTATIONS OF COPF AND DISTRICT**

Section 2.1 Representations of COPF. COPF represents and covenants for the benefit of the District and its assignees as follows:

(A) Valid Existence. COPF has been duly organized and is validly existing under the laws of the State of New York.

(B) Power to Enter into Agreements. COPF is authorized to enter into the Site Lease and this Lease Agreement and to perform all of its obligations thereunder and hereunder.

(C) Due Authorization. The Site Lease and this Lease Agreement have been duly authorized by all necessary action on the part of COPF.

(D) Enforceability of Agreements. COPF represents, covenants, and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of

the Site Lease and this Lease Agreement (except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally, and by the application of equitable principles).

Section 2.2 Representations of District. The District hereby represents to COPF as follows:

(A) Valid Existence. The District has been duly organized and is validly existing as a public agency under the laws of the State of California.

(B) Power to Enter into Agreements. The District is authorized under the California Public Resources Code and Resolution No. \_\_\_-16 to enter into the Site Lease and this Lease Agreement and to perform all of its obligations thereunder and hereunder.

(C) Due Authorization and Execution. The Site Lease and this Lease Agreement have been duly authorized by all necessary action on the part of the District. The representatives of the District executing the Site Lease and this Lease Agreement are fully authorized to execute the same under official action taken by the District.

(D) Enforceability of Agreements. The District represents, covenants, and warrants that the Site Lease and this Lease Agreement are valid and binding obligations of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles; by the exercise of judicial discretion in appropriate cases; and by the limitations on legal remedies against public entities in the State.

(E) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any other governmental agency is necessary in connection with the execution and delivery of the Site Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(F) No Violation of Law or Breach of Contract. The execution and delivery of the Site Lease and this Lease Agreement and compliance with the provisions thereof and hereof will not (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of the District under any court order or administrative decree to which the District is subject, or (iii) breach, or result in a default under, any loan agreement, note, resolution, indenture, contract, agreement, or other instrument to which the District is a party or is otherwise subject or bound.

(G) No Adverse Litigation. No litigation is pending before any court or administrative agency (and notice of which has been received by the District) or, to the knowledge of the District, threatened in writing against the District (i) regarding the Leased Property or the District's use of the Leased Property for the purposes contemplated by the Site Lease or the Lease Agreement or (ii) that will materially adversely affect the ability of the District to perform its obligations under the Site Lease and this Lease Agreement.

(H) No Defaults. At no time in the last ten (10) years has the District failed to appropriate funds or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(I) Sufficient Funds. The District reasonably believes that sufficient funds can be obtained to make all Rental Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(J) Fee Title; Encumbrances. The District is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the District's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held. The Site Lease and this Lease Agreement are the only leases that encumber the Leased Property.

(K) Use of the Leased Property. During the term of this Lease Agreement, the Leased Property will be used by the District only for the purpose of performing one or more governmental or proprietary functions of the District consistent with the permissible scope of the District's authority.

(L) Essential Facilities. The District hereby represents that the facilities located on the Leased Property are essential to the operations of the District.

(M) Current Compliance. The District is in all material respects in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to the Leased Property.

(N) Hazardous Substances. To the District's actual knowledge, the Leased Property is free of all Hazardous Substances that would impair the District's use of the Leased Property for the purposes for which it is currently, or may reasonably be expected to be, used or that will materially adversely affect the ability of the District to perform its obligations under the Site Lease and this Lease Agreement.

(O) Flooding Risk. As of the dated date of this Lease Agreement, as shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map used in connection with the National Flood Insurance Program, the Leased Property is not located in a "Special Flood Hazard Area." To the District's actual knowledge, the Leased Property has not been subject to material damage from flooding within the last ten (10) years.

(P) Value of leased Property. The insured value (or replacement value) of the Leased Property is at least \$\_\_\_\_\_.

(Q) Useful Life. The Leased Property has a useful life that extends to at least August 1, 2041.

(R) Financial Condition. The financial statements of the District for the year ended June 30, 2015, supplied to COPF (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the District's financial condition as

of the date of the statements. There has been no material adverse change in the District's financial condition subsequent to June 30, 2015.

(S) Role of COPF. The District acknowledges that COPF's role in this transaction is as follows:

(1) COPF is acting solely as lessor hereunder for its own loan account and not as a fiduciary for the District or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor;

(2) COPF has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the District (including to any financial advisor or placement agent engaged by the District) with respect to the structuring of the financing or the execution and delivery of this Lease Agreement;

(3) COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the District with respect to the transactions relating to the structuring of the financing or the execution and delivery of this Lease Agreement and the discussions, undertakings, and procedures leading thereto;

(4) each of the District, its financial advisor (if any) and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not COPF or its affiliates) to the extent that the District, its financial advisor (if any) or its placement agent desires to, should, or needs to obtain such advice;

(5) COPF has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the District's financial advisor (if any) or placement agent (if any), or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the District's financial advisor (if any) or placement agent, with respect to any such matters; and

(6) the transactions between the District and COPF are arm's length, commercial transactions in which COPF is acting and has acted solely as a principal and for its own interest, and COPF has not made recommendations to the District with respect to the transactions relating to this Lease Agreement.

### **ARTICLE 3**

#### **LEASE OF LEASED PROPERTY**

Section 3.1 Lease of Leased Property. COPF hereby demises and leases to the District, and the District hereby rents and hires from COPF, the Leased Property in accordance with the provisions of this Lease Agreement, to have and to hold for the term of this Lease Agreement.

Section 3.2 No Merger of Estates. The leasing by COPF to the District of the Leased Property pursuant to this Lease Agreement shall not effect or result in a merger of the District's

leasehold estate pursuant hereto and its fee estate. COPF shall continue to have and hold a leasehold estate in the Leased Property pursuant to the Site Lease throughout the term thereof and the term of this Lease Agreement. As to the Leased Property, this Lease Agreement shall be deemed and constitute a sublease.

Section 3.3 Lease Term; Occupancy.

(A) Term. The term of this Lease Agreement shall commence on the Funding Date and shall end on August 1, 2031, unless such term is extended or sooner terminated upon prepayment as provided in Section 4.9 (Prepayment) or pursuant to Section 7.2(A) (Termination of Lease). If on August 1, 2031, the obligation to make Rental Payments hereunder shall have been abated at any time and for any reason and not otherwise paid from rental abatement insurance or other sources, or the District shall have defaulted in its payment of Rental Payments hereunder or any Event of Default has occurred and continues without cure by the District, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, but not to exceed ten (10) years. When the aggregate amount of Rental Payments paid under this Lease Agreement equals the total Rental Payments originally scheduled herein, and the District has paid and performed in full all of its other obligations under this Lease Agreement, the term of this Lease Agreement shall end ten (10) days thereafter or ten (10) days after written notice by the District to COPF, whichever is earlier.

(B) Occupancy. The District will take possession of the Leased Property upon commencement of the term of this Lease Agreement.

Section 3.4 Modifications to the Leased Property. Subject to Section 5.5 (Liens) hereof, the District shall, at its own expense, have the right to remodel, make alterations or improvements to, or attach fixtures, structures, or signs to the Leased Property if the alterations, improvements, fixtures, structures, or signs are necessary or beneficial for the use of the Leased Property by the District, provided, however, that such actions by the District shall not materially adversely affect the value of the Leased Property.

Section 3.5 Title to the Leased Property. Throughout this Lease Agreement, fee title to the Leased Property shall remain with the District, subject to the Site Lease. During the term of this Lease Agreement, COPF holds a leasehold interest in the Leased Property pursuant to the Site Lease. Upon the termination or expiration of the term of this Lease Agreement (other than under Section 7.2(A) (Remedies on Default – Termination of Lease) hereof) or upon payment in full of all Rental Payments, COPF's leasehold interest in the Leased Property automatically terminates.

Section 3.6 Actions in the Event of Uninsured Casualty.

(A) Substitution of Property. If the Leased Property is damaged or destroyed owing to a risk (such as earthquake) against which the District is not insured and/or for which rental abatement insurance is not available, the District shall substitute under the Site Lease and this Lease Agreement one or more parcels of real property owned by the District, to the extent available, (a) the physical condition of which would not immediately result in an abatement of rental if leased hereunder, (b) that are subject only to encumbrances that do not materially impair the ability of the District to perform its obligations under the Site Lease and this Lease Agreement, and (c) the insured

value of which in the aggregate is at least one hundred ten percent (110%) of the unpaid principal components of the Rental Payments.

(B) Refinancing. If the District is unable to substitute real property for the Leased Property in the amount required under subsection (A) above, the District may, to the extent permitted by law, prepay principal components of the Rental Payments (without prepayment penalty) in an amount such that the insured value of the undamaged Leased Property is at least one hundred ten percent (110%) of the remaining unpaid principal components of the Rental Payments.

(C) Subordination. If the District is unable to implement (A) or does not exercise its option under (B) above, the District and COPF hereby agree that the obligations evidenced by this Lease Agreement shall be the senior encumbrance on the Leased Property and any future encumbrance, including, without limitation, any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease Agreement and there shall be no payments during the lease term on the obligations evidenced or secured thereby until after all of the scheduled Rental Payment set forth on Exhibit B hereto have been paid in full.

#### **ARTICLE 4 RENTAL PAYMENTS**

Section 4.1 Rental Payments. The District agrees to pay to COPF, its successor or assigns, as rental for the use of the Leased Property (subject to the provisions of Section 4.6 (Abatement of Rental) hereof, the following amounts, at the following times, in the manner hereinafter set forth:

(A) Amount and Timing. The District shall pay Rental Payments, comprising principal and interest components, in installments of the amounts and at the times set forth in the Schedule of Rental Payments attached as Exhibit B hereto. The interest components of the Rental Payments shall be paid by the District as and constitute interest paid on the principal components of the Rental Payments.

(B) Extension of Lease Term. If the term of this Lease Agreement shall have been extended pursuant to Section 3.3 (Lease Term; Occupancy) hereof because of an abatement of rental, Rental Payments shall continue to be due as described herein. Rental Payment installments shall continue to be payable in installments on February 1 and August 1 in each year, continuing to and including the date of termination of this Lease Agreement. Upon such extension of this Lease Agreement, the principal and interest components of the Rental Payments shall be established so that the principal components will, in the aggregate, be sufficient to pay all unpaid principal components and the interest components will be sufficient to pay all unpaid interest components plus interest on the extended principal components at the Effective Interest Rate, computed on the basis of a 360-day year composed of twelve 30-day months.

(C) Rental Period. Each payment of Rental Payments shall be for the use of the Leased Property for the six-month period ending on the applicable Payment Date.

(D) Medium and Place of Payment. Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to or upon the order of COPF.

(E) Rate on Overdue Payments. Any Rental Payment installment that is not paid when due shall bear interest at the rate of five percent (5%) per annum, or such lesser rate allowed by law, from the date the installment was due hereunder until the same shall be paid.

Section 4.2 Allocation of Rental Payments. All Rental Payments received shall be applied first to the interest components of the Rental Payments due hereunder, then to the principal components of the Rental Payments due hereunder, but no such application of any payments that are less than the total amount of Rental Payments due and owing shall be deemed a waiver of any default hereunder.

Section 4.3 No Offsets. To the extent permitted by law, notwithstanding any dispute between COPF and the District, the District shall make all Rental Payments when due without deduction or offset of any kind and shall not withhold any Rental Payments pending the final resolution of such dispute. If it is determined that the District was not liable for the Rental Payments or any portion thereof, the payments or excess payments, as the case may be, shall, at the option of the District, be credited against subsequent Rental Payments due hereunder or be refunded at the time of such determination.

Section 4.4 Net Lease. This Lease Agreement shall be deemed and construed to be a “net-net-net lease” and the District hereby agrees that the Rental Payments shall be an absolute net return to COPF, free and clear of any expenses, charges, or setoffs whatsoever.

Section 4.5 Covenant to Budget and Appropriate. The District covenants and agrees to take such action as may be necessary to include all Rental Payments due hereunder in its annual budgets and to make the necessary annual appropriations for all such Rental Payments. Annually, within thirty (30) days of the adoption of the budget, the District will furnish to COPF a Certificate of the District certifying that such budget contains the necessary appropriation for all Rental Payments. If requested in writing by COPF, the District will furnish a copy of such budget.

The agreements and covenants in this section on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the agreements and covenants in this Lease Agreement agreed to be carried out and performed by the District.

Section 4.6 Abatement of Rental. Rental Payments shall be abated proportionately during any period in which, by reason of damage to, destruction of, taking under the power of eminent domain (or sale to any entity threatening the use of such power) of, or title defect with respect to any portion of the Leased Property, there is substantial interference with the use and possession of the Leased Property or a portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portion of the Leased Property not so interfered with. Such abatement shall commence with the date of such interference and shall end only with cure thereof.



Section 4.7 No Termination Upon Damage or Destruction. The District waives the benefits of Civil Code Sections 1932, subd. 2, and 1933, subd. 4, and any and all other rights to terminate this Lease Agreement by virtue of any damage to or destruction of the Leased Property.

Section 4.8 Contributions/Advances. Nothing contained in this Lease Agreement shall prevent the District from making contributions or advances to COPF from time to time for any purpose now or hereafter authorized by law, including the making of repairs to, or the restoration of, the Leased Property in the event of damage to or the destruction of the Leased Property.

Section 4.9 Prepayment. On any Payment Date on and after August 1, 2024, the District may prepay its obligations hereunder in whole by paying to COPF the Rental Payment due on such date together with an amount equal to (i) the unpaid principal components of the Rental Payments plus (ii) the amount of any interest components of the Rental Payments that were abated and that have not been otherwise paid from rental abatement insurance or other sources or paid during an extension of the lease term, if any, plus (iii) any Rental Payments then in default.

The District shall, at least thirty (30) days prior to such prepayment, notify COPF of its intention to prepay its obligations hereunder. The District agrees that, if, following such prepayment, the Leased Property is damaged or destroyed or taken by eminent domain, it is not entitled to, and by such prepayment waives the right of, abatement of such prepaid Rental Payments and shall not be entitled to any reimbursement of such Rental Payments. Upon such prepayment, and satisfaction of all other obligations of the District hereunder, the term of this Lease Agreement shall terminate.

## **ARTICLE 5 COVENANTS**

Section 5.1 Quiet Enjoyment. COPF hereby covenants to provide the District during the term of this Lease Agreement with quiet use and enjoyment of the Leased Property and the District shall during the term of this Lease Agreement peaceably and quietly have, hold, and enjoy the Leased Property without suit, trouble, or hindrance from COPF, so long as the District observes and performs its covenants and agreements and is not in default hereunder.

Section 5.2 Right of Entry. Upon reasonable notice and in accordance with District policies, COPF and its assignees shall have the right (but not the duty) to enter the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with COPF's or the District's rights or obligations under this Lease Agreement, and (c) for all other lawful purposes.

Section 5.3 Maintenance of the Leased Property by District. The District agrees that, at all times during the term of this Lease Agreement, the District will, at the District's own cost and expense, maintain, preserve, and keep the Leased Property and every portion thereof in good repair, working order, and condition and that the District will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals.

Section 5.4 Taxes and Other Governmental Charges; Utility Charges; Contest of Charges.

(A) Taxes and Other Governmental Charges on the Leased Property. The parties to this Lease Agreement contemplate that the Leased Property will be used for governmental purposes of the District and, therefore, that the Leased Property will be exempt from all taxes presently assessed and levied with respect to property. In the event that the use, possession, or acquisition by the District or COPF of the Leased Property is found to be subject to taxation in any form, the District will pay during the term of this Lease Agreement, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property, and any other property acquired by the District in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Leased Property; provided that, with respect to any governmental charges or taxes that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are accrued during such time as this Lease Agreement is in effect.

(B) Utility Charges. The District shall pay or cause to be paid all gas, water, steam, electricity, heat, power, air conditioning, telephone, utility, and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Leased Property.

(C) Contest of Charges. The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, or other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless COPF shall notify the District that, in the opinion of independent counsel, by nonpayment of any such items, the interest of COPF in the Leased Property will be materially endangered or the Leased Property, or any part thereof, will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments, or charges or provide COPF with full security against any loss that may result from nonpayment, in form satisfactory to COPF.

Section 5.5 Liens and Encumbrances. (A) Liens. If the District shall at any time during the term of this Lease Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Leased Property, the District shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or for the District in, upon or about the Leased Property and shall keep the Leased Property free of any and all mechanics' or materialmen's liens or other liens against the Leased Property or COPF's interest therein. In the event any such lien attaches to or is filed against the Leased Property or COPF's interest therein, the District shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the District desires to contest any such lien it may do so in good faith. If any such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and the stay thereafter expires, the District shall forthwith pay (or cause to be paid) and discharge such judgment. The District agrees to and shall, to the maximum extent permitted by law, indemnify and hold COPF and its directors, agents, successors and assigns harmless from and against, and defend each of them against, any claim, demand, loss, damage, liability or expense (including attorney's fees) as a result of any such lien or claim of lien against the Leased Property or COPF's interest therein.

(B) Encumbrances. Except as provided in this Article 5, the District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Leased Property that materially impairs the District's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held (referred to herein as a "material encumbrance"). Except as expressly provided in this Article 5, the District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such material encumbrance for which it is responsible, if the same shall arise at any time; provided that the District may in good faith contest any such encumbrance, if it provides security to the Lessor against any loss or forfeiture. The District shall reimburse the Lessor for any expense incurred by it in order to discharge or remove any material encumbrance. If the District is unable to discharge or remove any material encumbrance, the District shall substitute under the Site Lease and this Lease Agreement one or more parcels of real property owned by the District, to the extent available, (a) that are subject only to encumbrances that do not materially impair the ability of the District to perform its obligations under the Site Lease and this Lease Agreement and (b) the insured value of which, in the aggregate, is at least one hundred ten percent (110%) of the unpaid principal components of the Rental Payments.

#### Section 5.6 Environmental Covenants.

(A) Compliance with Laws; No Hazardous Substances. The District will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property. The District shall indemnify and hold COPF harmless from any liabilities, damages, or expenses that COPF incurs in connection with a violation by the District of this Section 5.6(A).

(B) Remediation. The District shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances on, from, or affecting the Leased Property, in accordance with all Applicable Environmental Laws and in accordance with the orders and directives of all Federal, State and local governmental authorities.

(C) Notification of COPF. The District will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to COPF, and the District will notify COPF in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of COPF.

(D) Access for Inspection. The District will permit COPF, its agents, or any experts designated by COPF to have full access to the Leased Property during reasonable business hours and upon 48 hours' prior notice for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that COPF has no obligation to do so, or any

liability for any failure to do so, or any liability should it do so, except with respect to any liabilities caused or created due to COPF's or its agents' activities on the Leased Property.

Section 5.7 Assignment and Subleasing by District. Neither this Lease Agreement nor any interest of the District hereunder shall be mortgaged, pledged, assigned, sublet, or transferred by the District by voluntary act or by operation of law or otherwise, except with the prior written consent of COPF, which, in the case of subletting, shall not be unreasonably withheld; provided such subletting shall not affect the tax-exempt status of the interest components of the Rental Payments payable by the District hereunder. No such mortgage, pledge, assignment, sublease, or transfer shall in any event affect or reduce the obligation of the District to make the Rental Payments required hereunder.

Section 5.8 District Consent to Assignments. COPF shall have the right at any time to assign, transfer or convey all or a portion of its interests in the Site Lease and the Lease Agreement, but no such assignment, transfer or conveyance shall be effective as against the District unless and until COPF has delivered to the District written notice thereof that discloses the name and address of the assignee or the Loan Servicer (as hereafter provided) and such assignment, transfer or conveyance shall be made only to (i) an affiliate of COPF or (ii) banks, insurance companies or other financial institutions or their affiliates. COPF or its assignees may sell or assign participation interests in the Lease Agreement to one or more entities listed in (i) or (ii), provided that any participation, custodial or similar agreement under which multiple ownership interests in the Lease Agreement are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Loan Servicer") to act on their behalf with respect to the rights and interests of COPF under the Lease Agreement, including with respect to the exercise of rights and remedies of COPF on behalf of such owners upon the occurrence of an event of default under the Lease Agreement.

Section 5.9 COPF's Disclaimer of Warranties. COPF MAKES NO AGREEMENT, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE LEASED PROPERTY, OR WARRANTY WITH RESPECT THERETO. THE DISTRICT ACKNOWLEDGES THAT COPF HAS NOT CONSTRUCTED THE LEASED PROPERTY AND IS NOT A REAL ESTATE BROKER, THAT THE DISTRICT LEASES THE LEASED PROPERTY AS-IS, ITS BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. In no event shall COPF be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Lease Agreement or the existence, furnishing, functioning, or the District's use of the Leased Property or any item or products or services provided for in this Lease Agreement.

Section 5.10 COPF Not Liable; Indemnification of COPF. COPF and its directors, officers, and employees shall not be liable to the District or to any other party whomsoever for any death, injury, or damage that may result to any person or property by or from any cause whatsoever in, on or about the Leased Property, exclusive of any death, injury, or damage caused, in whole or in part, by the negligence or actions of COPF, as applicable.

The District shall to the full extent then permitted by law, indemnify, protect, hold harmless, save, and keep harmless COPF, its assignees, directors, officers, and employees from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of the cause thereof (exclusive of any of the foregoing caused, in whole or in part, by the negligence or actions of COPF, as applicable), and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of (i) the District's performance of any of its obligations under the Site Lease or this Lease Agreement, (ii) the District's maintenance of the Leased Property, (iii) the design or ownership of the Leased Property, (iv) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any part of the Leased Property, or (v) any accident in connection with the operation, use, condition, possession, storage, or return of any item of the Leased Property resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the District or COPF; any claim for patent, trademark, or copyright infringement; and any claim arising out of strict liability in tort. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease Agreement or the termination of the term of this Lease Agreement for any reason. The District and COPF mutually agree to promptly give notice to each other and COPF of any claim or liability hereby indemnified against following either's learning thereof.

No indemnification is made under this Section or elsewhere in this Lease Agreement for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct or negligence under this Lease Agreement by COPF or any of its directors, officers, agents, employees, successors or assigns.

**Section 5.11 Federal Income Tax Covenants.** The District shall at all times do and perform all acts and things permitted by law and this Lease Agreement that are necessary and desirable in order to assure that the interest component of the Rental Payments will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the District agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the District's obligations hereunder.

**Section 5.12 Further Assurances.** The District and COPF agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of this Lease Agreement.

**Section 5.13 Financial Statements.** During the term of this Lease Agreement, the District shall furnish or cause to be furnished to COPF, at the District's expense, (i) the audited financial statements of the District within eight (8) months of the end of the Fiscal Year, or as soon as practicable thereafter, and (ii) any interim or unaudited financial statements that may be reasonably requested by COPF as soon as available. Any audited financial statements furnished to COPF shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the District's financial condition as of the date of the statements. Any such audited or unaudited financial statements may be delivered to the Lender in electronic form.

## ARTICLE 6 INSURANCE; EMINENT DOMAIN

Section 6.1 Insurance Coverage. At its own expense, the District shall maintain at all times (i) "all risk" property insurance (which may exclude the risk of earthquake and may exclude the risk of flood, unless the Leased Property is mapped into a flood hazard zone) insuring the Leased Property against loss or damage, which insurance shall be provided by an insurer rated no less than "A" by A.M. Best, or as otherwise approved by COPF, in an amount equal to 100% of the replacement cost without deduction for depreciation; (ii) liability insurance that protects COPF from liability in all events in a reasonable amount satisfactory to COPF; (iii) rental abatement insurance in an amount equal to at least two years' Rental Payments; and (iv) workers' compensation insurance covering all employees working on, in, near or about the Leased Property.

If any portion of the Leased Property is mapped into a Special Flood Hazard Area, as shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map used in connection with the National Flood Insurance Program, at its own expense, the District shall also maintain insurance insuring that portion of the Leased Property against loss or damage by flood in an amount equal to the least of (i) the maximum amount of National Flood Insurance Program flood insurance available, (ii) the amount of the unpaid principal components of the Rental Payments allocable (proportional to its insured value) to such portion of the Leased Property, and (iii) 100% of the replacement cost of such portion of the Leased Property.

Section 6.2 Alternative Risk Management. The District may provide the insurance required by Section 6.1 (Insurance Coverage) through (1) a self-insurance method or plan of protection, but only with COPF's prior written consent, (2) a program involving captive insurance companies, (3) participation in state or federal insurance programs, (4) participation with other public agencies in mutual or other cooperative insurance or other risk management programs, including those made available through joint exercise of powers agencies, or (5) establishment or participation in other alternative risk management programs; provided that the District may not self-insure against the risk of rental abatement. The District may not increase any of its self-insurance retention amounts with respect to the insurance required by Section 6.1 (Insurance Coverage) without COPF's prior written consent.

As of the Funding Date, the District provides the insurance required by Section 6.1 (Insurance Coverage) through \_\_\_\_\_ (\_\_\_\_\_), a joint exercise of powers agency, and the parties agree that this meets the insurance requirements of this Article 6 (Insurance; Eminent Domain).

Section 6.3 General Provisions. All such insurance shall be with insurers that are authorized to issue such insurance in the State of California and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially and adversely to the interest of COPF without first giving written notice thereof to COPF in accordance with the policy terms or memorandum of coverage. Such changes shall not become effective without COPF's prior consent, which consent shall not be unreasonably withheld. The District shall, at COPF's request, furnish to COPF certificates evidencing such coverage.

The “all-risk” property insurance shall contain a provision making any losses payable to COPF and the District as their respective interests may appear. The liability insurance shall name COPF as an additional insured. The Net Proceeds from rental abatement insurance shall be paid to COPF or its assigns and shall be credited toward the payment of Rental Payments in the order in which the Rental Payments come due and payable.

Section 6.4 Advances. If the District fails to maintain the full insurance coverage required by this Lease Agreement or fails to keep the Leased Property in good repair and operating condition, COPF may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and the District agrees to reimburse COPF all amounts so advanced within thirty (30) days of a written request therefor.

Section 6.5 Damage, Destruction, and Condemnation. If (a) the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, or (b) title to, or the temporary use of, the Leased Property or any part thereof is taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the District and COPF shall cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, reconstruction, or replacement of the Leased Property, unless the District has exercised its right to prepay this Lease Agreement as provided herein. Any balance of the Net Proceeds not required for such repair, reconstruction, or replacement shall be paid to the District.

## **ARTICLE 7 DEFAULT AND REMEDIES**

Section 7.1 Events of Default. The following events shall be Events of Default:

(A) Payment Default. Failure of the District to pay any Rental Payments payable hereunder when the same become due and payable, time being expressly declared to be of the essence of this Lease Agreement;

(B) Breach of Covenant. Failure of the District to keep, observe, or perform any other term, covenant or condition contained herein to be kept or performed by the District for a period of thirty (30) days after notice of the same has been given to the District by COPF; provided that, if the failure stated in the notice cannot be corrected within the applicable period, COPF shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected, except that such grace period shall not exceed sixty (60) days without the prior written consent of COPF;

(C) Transfer of District’s Interest. Assignment or transfer of the District’s interest in this Lease Agreement or any part hereof without the written consent of COPF, either voluntarily or by operation of law or otherwise;

(D) Bankruptcy or Insolvency. Institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the District or of

all or substantially all of its assets, by or with the consent of the District, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within sixty (60) days, or agreement by the District with the District's creditors to effect a composition or extension of time to pay the District's debts, or request by the District for a reorganization or to effect a plan of reorganization, or for a readjustment of the District's debts, or a general or any assignment by the District for the benefit of the District's creditors;

(E) Abandonment of the Leased Property. Abandonment by the District of any part of the Leased Property.

Section 7.2 Remedies on Default. Upon the occurrence and during the continuance of an Event of Default, it shall be lawful for COPF to exercise any and all remedies available pursuant to law or the following remedies granted pursuant to this Lease Agreement:

(A) Termination of Lease.

(1) Notice of Termination; Re-entry. By written notice to the District, to terminate this Lease Agreement and to re-enter the Leased Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Leased Property and place such personal property in storage in any warehouse or other suitable place in the county in which the District is located. In the event of such termination, the District agrees to surrender immediately possession of the Leased Property, without let or hindrance, and to pay COPF all damages recoverable at law that COPF may incur by reason of default by the District, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Leased Property and removal or storage of such property by COPF or its duly authorized agents in accordance with the provisions herein contained.

(2) No Termination Except by Notice. Neither (a) notice to pay rent or to deliver up possession of the Leased Property given pursuant to law, nor (b) any entry or re-entry by COPF, nor (c) any proceeding brought by COPF to recover possession of the Leased Property, nor (d) the appointment of a receiver upon initiative of COPF to protect COPF's interests under this Lease Agreement shall of itself operate to terminate this Lease Agreement. No termination of this Lease Agreement on account of default by the District shall be or become effective by operation of law or acts of the parties hereto, unless and until COPF shall have given written notice to the District of the election on the part of COPF to terminate this Lease Agreement. The District covenants and agrees that no surrender of the Leased Property or of the remainder of the term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by COPF by such written notice.

(B) Continuation of Lease; Reletting.

(1) Continuation Remedies. Without terminating this Lease Agreement, (a) to collect each Rental Payment as it becomes due and enforce any other term or provision hereof to be kept or performed by the District, regardless of whether or not the District has abandoned the Leased Property, and/or (b) to enter, retake possession of, and re-let the



Leased Property. The term “re-let” or “re-letting” as used in this Article shall include, but not be limited to, re-letting by means of the operation by COPF of the Leased Property.

(2) District to Remain Liable. If COPF does not elect to terminate this Lease Agreement in the manner provided for in subsection (A) hereof, the District shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the District. If the Leased Property is not re-let, the District agrees to pay the full amount of each Rental Payment to the end of the term of this Lease Agreement; if the Leased Property is re-let, the District agrees to pay any deficiency in rent that results therefrom. The District further agrees to pay the rent punctually at the same time and in the same manner as for the payment of rent hereunder (without acceleration), notwithstanding the fact that COPF may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified and notwithstanding any entry or re-entry by COPF or proceeding brought by COPF to recover possession of the Leased Property.

(3) Agency. Should COPF elect to enter or re-enter the Leased Property as herein provided, the District hereby irrevocably appoints COPF as the agent and attorney-in-fact of the District to re-let the Leased Property, or any item or part thereof, from time to time, either in COPF’s name or otherwise, upon such terms and conditions and for such use and period as COPF may deem advisable. The District further appoints COPF as its agent to remove all persons in possession of the Leased Property and all personal property whatsoever situated upon the Leased Property and to place such personal property in storage in any warehouse or other suitable place in the county in which the District is located, for the account of and at the expense of the District. The District hereby exempts and agrees to save harmless COPF from any costs, loss, or damage whatsoever arising out of, in connection with, or incident to any such retaking of possession and re-letting of the Leased Property and removal and storage of such property by COPF or its duly authorized agents in accordance herewith.

(4) Adequate Notice. The District agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of COPF to re-let the Leased Property and to do all other acts to maintain or preserve the Leased Property as COPF deems necessary or desirable in the event of such retaking or re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of COPF in attempting such re-letting shall constitute a surrender or termination of this Lease Agreement, irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease Agreement shall vest in COPF to be effected in the sole and exclusive manner provided for in subsection (A) hereof.

(5) Waiver of Right to Excess Rent; Agreement to Pay Costs. The District further waives the right to rental obtained by COPF in excess of the Rental Payments herein specified and hereby conveys and releases such excess to COPF as compensation to COPF for its services in re-letting the Leased Property or any items or part thereof. The District further agrees to pay COPF the cost of any reasonable alterations or repairs or additions to the Leased Property or any items or part thereof necessary to place the Leased

Property or any items or part thereof in condition for re-letting immediately upon notice to the District of the completion and installation of such additions or repairs or alterations.

The District hereby waives any and all claims for damages caused or that may be caused by COPF in entering or re-entering and taking possession of the Leased Property as herein provided and all claims for damages that may result from the destruction of or injury to the Leased Property and all claims for damages to or loss of any property belonging to the District, or any other person, that may be in or upon the Leased Property, except as may be caused by the negligence or misconduct of COPF.

(C) Remedies under the Site Lease. If an Event of Default occurs and continues hereunder, COPF may exercise its rights under the Site Lease.

Section 7.3 No Acceleration. Notwithstanding anything herein to the contrary, COPF has no right under any circumstance to accelerate the Rental Payments or otherwise declare any Rental Payments not yet due to be immediately due and payable.

Section 7.4 No Remedy Exclusive. Each and all of the remedies given to COPF hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of COPF to any or all other remedies. If any statute or rule of law validly shall limit the remedies given to COPF hereunder, COPF nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

Section 7.5 COPF Defaults; District Remedies.

(A) COPF Defaults. COPF shall in no event be in default in the performance of any of its obligations hereunder or imposed by any statute or rule of law unless and until COPF shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the District to COPF properly specifying wherein COPF has failed to perform any such obligation.

(B) District Remedies. COPF's failure to perform any of its obligations hereunder shall not be an event permitting the nonpayment of rent by the District. The parties hereto agree that the performance of COPF is unique, that the remedies at law for COPF's nonperformance would be inadequate, and that the District shall institute a suit for specific performance by COPF upon any default by COPF.

Section 7.6 Attorneys' Fees. Upon the occurrence of an Event of Default, the District agrees to pay to COPF or reimburse COPF for, in addition to all other amounts due hereunder, all of COPF's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to the District. If suit or action is instituted to enforce any of the terms of this Lease Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

Section 7.7 No Additional Waiver. Failure of COPF or the District to take advantage of any default on the part of the other party shall not be, or be construed as, a waiver thereof, nor shall

any custom or practice that may grow up between the parties in the course of administering this Lease Agreement be construed to waive or to lessen the right of either party to insist upon performance by the other party of any term, covenant or condition hereof, or to exercise any rights given such party on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance of rent hereunder shall not be, nor be construed to be, a waiver of any term, covenant or condition of this Lease Agreement.

Section 7.8 Application of Amounts Collected. All amounts collected by COPF under this Article shall be credited towards the Rental Payments in order of Payment Dates.

*[Signature page follows]*

IN WITNESS WHEREOF, the District and COPF have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**CAPITAL ONE PUBLIC FUNDING, LLC**

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

**TEHACHAPI VALLEY RECREATION AND  
PARK DISTRICT**

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

STATE OF CALIFORNIA )  
 )  
COUNTY OF KERN )

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NOTARY ACKNOWLEDGMENT – NEW YORK

Insert NEW YORK All-Purpose Acknowledgment form for COPF

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

All that real property located within the City of Tehachapi, County of Kern, State of California, described as follows:

APNs: 040-240-01, 040-240-02, and 040-240-03

Such property is commonly known as the District Administration Building, 490 West D Street, Tehachapi, California.

## EXHIBIT B

### SCHEDULE OF RENTAL PAYMENTS

<u>Due Date</u>	<u>Amount Attributable to Principal</u>	<u>Amount Attributable to Interest</u>	<u>Total Rental Payment</u>
2/1/2017	\$ 14,253	\$ 8,665.20	\$ 22,918.20
8/1/2017	15,683	9,167.95	24,850.95
2/1/2018	15,934	8,917.02	24,851.02
8/1/2018	16,188	8,662.08	24,850.08
2/1/2019	16,448	8,403.07	24,851.07
8/1/2019	16,711	8,139.90	24,850.90
2/1/2020	16,978	7,872.53	24,850.53
8/1/2020	17,250	7,600.88	24,850.88
2/1/2021	17,526	7,324.88	24,850.88
8/1/2021	17,806	7,044.46	24,850.46
2/1/2022	18,091	6,759.57	24,850.57
8/1/2022	18,380	6,470.11	24,850.11
2/1/2023	18,675	6,176.03	24,851.03
8/1/2023	18,973	5,877.23	24,850.23
2/1/2024	19,277	5,573.66	24,850.66
8/1/2024	19,585	5,265.23	24,850.23
2/1/2025	19,899	4,951.87	24,850.87
8/1/2025	20,217	4,633.49	24,850.49
2/1/2026	20,541	4,310.02	24,851.02
8/1/2026	20,869	3,981.36	24,850.36
2/1/2027	21,203	3,647.46	24,850.46
8/1/2027	21,542	3,308.21	24,850.21
2/1/2028	21,887	2,963.54	24,850.54
8/1/2028	22,237	2,613.34	24,850.34
2/1/2029	22,593	2,257.55	24,850.55
8/1/2029	22,954	1,896.06	24,850.06
2/1/2030	23,322	1,528.80	24,850.80
8/1/2030	23,695	1,155.65	24,850.65
2/1/2031	24,074	776.53	24,850.53
8/1/2031	24,459	391.34	24,850.34
Totals	\$587,250	\$156,335.02	\$743,585.02

Effective Interest Rate: 3.20%



**THE BOARD OF DIRECTORS OF THE  
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**APPROVING A LEASE FINANCING FOR CAPITAL IMPROVEMENTS**

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I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 26<sup>th</sup> day of July 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

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**RESOLUTION NO. 15-16**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY  
RECREATION AND PARK DISTRICT APPROVING THE FORMS OF AND  
AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND A  
LEASE AGREEMENT, AND AUTHORIZING CERTAIN ADDITIONAL ACTIONS**

**WHEREAS**, the Tehachapi Valley Recreation and Park District (the “District”), a public agency duly organized and existing under and pursuant to the laws of the State of California, is authorized to lease real property for its use;

**WHEREAS**, the District intends to finance [various capital improvements] (the “Project”), all for the use of the District;

**WHEREAS**, pursuant to the request of the District, Capital One Public Funding, LLC (“COPF”) will assist the District in the financing of the Project;

**WHEREAS**, such financing will be accomplished by (i) the District’s entering into a site lease (the “Site Lease”) with COPF, under which the District will lease the District’s Administration Building (the “Leased Property”) to COPF in exchange for an advance rental payment; (ii) COPF’s subleasing the Leased Property to the District pursuant to a leaseback agreement (the “Lease Agreement”), under which the District will be obligated to make rental payments to COPF; and (iii) the application of the amount payable as advance rental under the Site Lease to the payment of the costs of the Project and the payment of transaction costs;

**WHEREAS**, it appears to the Board that the authorization, approval, execution, and delivery of the agreements described above or contemplated thereby or incidental thereto are desirable and in the best interests of the District;

**NOW, THEREFORE, BE IT RESOLVED** by Board of Directors of the Tehachapi Valley Recreation and Park District as follows:

Section 1. Recitals. This Board finds and determines that all of the above recitals are true and correct.

Section 2. Authorization of Officers to Execute and Deliver Documents. The Board hereby approves the Project, the financing with COPF, and the Site Lease and the Lease Agreement in substantially the forms presented to this meeting and authorizes and directs the District Manager and the Chairperson and the Clerk of the Board, and their designees (the “Authorized Officers”), and each of them individually, for and in the name of and on behalf of the District, to execute and deliver the Site Lease and the Lease Agreement in such forms with such changes, insertions, revisions, corrections, or amendments as shall be approved by an Authorized Officer; provided that the total principal component of the District’s rental payments shall not exceed \$587,500 and the interest rate evidenced by the interest components of the rental payments shall not exceed 3.20% per annum. The execution of the foregoing by an Authorized Officer shall constitute conclusive evidence of such Authorized Officer’s approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements presented to this meeting.

Section 3. Designation as a “Qualified Tax-Exempt Obligation.” The District reasonably anticipates that it and all subordinate entities and all entities that issue obligations on its behalf will not issue more than ten million dollars of tax-exempt obligations (excluding private activity bonds) during calendar year 2016. The District hereby designates the Lease Agreement as a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

Section 4. General Authorization. The Authorized Officers and the members of the Board, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver any and all documents, to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to consummate the financing and to effect the purposes of this resolution. All actions heretofore taken by officers,

employees, and agents of the District that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption.



## Tehachapi Valley Recreation & Park District

July 26, 2016

TO: TVRPD Board of Directors

FROM: LeAnn Williams, District Manager

SUBJECT: NJPA Contract - WPAC

### Background

Staff has been working for over a year on the potential renovation of the West Park Activity Center. In 2015, Aspen Builders made a substantial pledge to partner with TVRPD to renovate the Activity Center. The building was built during the early 1980's and hasn't been updated since. WPAC is home to the youth basketball league, men's basketball, open gym, fitness classes and rentals. It is our most used facility year round. The aging facility is in need of a new sports floor, LED lighting, new drinking fountains, painting, scoreboard and new main hoops that will be centered to allow better sidelines for all sports. Volleyball supports will be moved, which will allow TVRPD to start both a youth and adult volleyball league. The floor is past its useable life. Construction will start in August and be completed by mid-November. Our next sports season (youth basketball) starts in December.

### Options

- Approve the contract with NJPA.
- Do not approve the contract with NJPA and not renovate WPAC.
- Do not approve the contract with NJPA and instead send the project out to bid by the District.

### Fiscal Impact

- TVRPD has budgeted \$215,500 for the project.

### Recommendation

- Approve the District Manager to execute EZIQC No CA01KC-091614JTS Contract with NJPA in an amount not to exceed \$215,500 for improvements to West Park Activity Center, and a Five percent (5%) change order not to exceed \$10,757.00.

# Work Order Signature Document

EZIQC Contract No.: CA01KC-091614-JTS

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 038024.00

Work Order Date: 07/19/2016

Work Order Title: Tehachapi Gym Remodel

Owner Name: Tehachapi Valley Recreation and Park D Contractor Name: JTS Construction

Contact: LeAnn Williams

Contact: Lee Hawkins

Phone: 661 822 3228 x5

Phone: (661) 835-9270

## Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No CA01KC-091614-JTS.

### Brief Work Order Description:

Community center renovations to include removal and installation New flooring New lighting New scoreboard and shot clocks New drinking fountain new Paint Per the attached scope of work dated 7-19-2016

### Time of Performance

Estimated Start Date: 08/15/2016

Estimated Completion Date: 11/15/2016

### Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$215,500.00

Owner Purchase Order Number:

## Approvals

Owner \_\_\_\_\_ Date \_\_\_\_\_ Contractor \_\_\_\_\_ Date \_\_\_\_\_

## Detailed Scope of Work

**To:** Lee Hawkins  
JTS Construction  
P.O. Box 41765  
Bakersfield, CA 93384  
(661) 835-9270

**From:** LeAnn Williams  
Tehachapi Valley Recreation and Park District  
410 West D street  
Tehachapi, CA 93561  
661 822 3228 x5

**Date Printed:** July 19, 2016

**Work Order Number:** 038024.00

**Work Order Title:** Tehachapi Gym Remodel

**Brief Scope:** Community center renovations to include removal and installation New flooring New lighting New scoreboard and shot clocks New drinking fountain new Paint Per the attached scope of work dated 7-19-2016



Preliminary



Revised



Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

The base bid work (items that are not pre-priced) includes the following. 1. Remove the existing flooring including the sheetvinyl underlayment that was discovered at the job walk and install a new Signaflor fluid applied athletic surface floor per the data previously sent. Existing rubber flooring sections will be stored on site for others to remove. Full main court game lines will be installed, one volleyball court of game lines will be installed, four basketball side court key lines will be installed and six logos 3' in diameter. Since from what we understand the building was constructed after 1980 we are assuming that the sheetvinyl and mastic are not asbestos and the price for the removal of the sheetvinyl is based on the material not being asbestos. This includes Signaflores revised price adding the demolition of the sheetvinyl underlayment, installation of logos and prevailing wage which they apparently didn't include when they priced the work a year ago (or so they told me). 2. A pair of volleyball sleeves will be installed within the new court lay-out. This will require coring the concrete floor and installing new sleeves in concrete that work with the current volleyball system. 3. The walls at each end of the court and the plywood at the sides will be painted. All of the steel at the side walls will be painted with an aliphatic urethane as the existing old yellowing paint on that steel appears to have been oil based and this material will adhere. Includes painting of all of the doors and frames on the gym side only. Also includes painting of the ductwork and piping that is against the end walls. Does not include painting of the fireproofed steel or any of the ceiling steel. 4. Includes removal of the two end court basketball standards and replacement with Spalding 411007 Superglass Collegiate Backboard, 411508 Slammer Competitor Goal with universal mounting, 4234xx padding for backboards, 313402 helix height adjuster, 302616 backstop extension kits. This will be a complete new system that can raise and lower. The entire system will be moved over several feet from the current position to fit into the new court lay-out as requested. New wood wall cleats will be installed and connected to the existing framing and the new basketball system connected to them similar to the current system. Please note that we are all assuming there will be adequate framing to attach our wood cleats but without and plans we cannot guarantee this. If during construction it is discovered that there is not adequate framing to attach to then the walls will have to be opened, additional framing installed and the walls closed. This could cost anywhere from a thousand to five thousand depending on whether new posts have to be installed, etc. Most likely this will not be required and we will find adequate framing to attach our wall cleats. 5. Install one new high low drinking fountain with bottle filler in the entry hall. We have confirmed with the plumbers and plumbing supply houses that the existing drinking fountain cannot have a bottle filler added to it so this proposal includes installing a new modern ADA high low assembly with bottle filler. This includes opening up the wall as needed for plumbing work and backing and then patching and painting that wall. 6. Remove and replace the existing lights with new per the data previously sent. 7. Remove the existing scoreboard and shotclocks and install a new Nevco Model 2700-NL Basketball/Volleyball LED or equal scoreboard. They can be wired using the same wiring or wireless with a controller that will be supplied if that option is selected. Also includes Nevco or equal shotclocks. The scoreboard and shotclocks will be installed in the same locations as the old ones

## Detailed Scope of Work Continues..

**Work Order Number:** 038024.00

**Work Order Title:** Tehachapi Gym Remodel

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to make use of any existing backing, etc. All work is priced at prevailing wage and normal working hours. All work includes a payment and performance bond. This project will take 2.75 months to complete from the time a contract is signed. 1.5 months for submittal review/color selection/fabrication and 1.25 months to perform the work. Excludes design and permit costs if required-none should be required for this work.

Subject to the terms and conditions of JOC Contract **CA01KC-091614-JTS**.

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Contractor

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Date

---

Owner

---

Date

## Contractor's Price Proposal - Summary

**Date:** July 19, 2016

**Re:** IQC Master Contract #: CA01KC-091614-JTS  
Work Order #: 038024.00  
Owner PO #:  
Title: Tehachapi Gym Remodel  
Contractor: JTS Construction  
Proposal Value: \$215,500.00

Section - 01	\$63,293.64
Section - 09	\$93,991.73
Section - 11	\$26,748.94
Section - 22	\$2,965.69
Section - 26	\$28,500.00
<b>Proposal Total</b>	<b>\$215,500.00</b>

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** 13.23%



# Contractor's Price Proposal - Detail

Date: July 19, 2016

Re: IQC Master Contract #: CA01KC-091614-JTS  
 Work Order #: 038024.00  
 Owner PO #:  
 Title: Tehachapi Gym Remodel  
 Contractor: JTS Construction  
 Proposal Value: \$215,500.00

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Section - 01</b>					
1	01 22 20 00 0006		HR	CarpenterTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$6,454.48
			Installation	Quantity 85.00 x Unit Price 68.41 x Factor 1.1100 = Total 6,454.48	
				R&R Thresholds. Install new wood cleats for end basketball assemblies. Install drinking fountain backing.	
2	01 22 20 00 0009		HR	Drywall FinisherTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$1,045.71
			Installation	Quantity 16.00 x Unit Price 58.88 x Factor 1.1100 = Total 1,045.71	
				Patching at the new drinking fountain location	
3	01 22 20 00 0015		HR	LaborerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$34,715.25
			Installation	Quantity 450.00 x Unit Price 69.50 x Factor 1.1100 = Total 34,715.25	
				Removal of the rubber flooring material and storing on site. Removal of the felt underlayment and haul to trash. Coring for new volleyball sleeves and installing new sleeves. Removal of old volleyball sleeves and minor prep on concrete for new flooring. Demolition of existing end basketball assembled and wood cleats. Demolish old scoreboards and shotcloks. Remove the old linoleum sheetinvinyl and padding and clean floor.	
4	01 22 20 00 0019		HR	Painter, OrdinaryTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$7,688.58
			Installation	Quantity 145.00 x Unit Price 47.77 x Factor 1.1100 = Total 7,688.58	
				Painting of all the game lines and logos, seal the floor and painting drinking fountain pactch.	
5	01 22 20 00 0020		HR	Painter, Structural SteelTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$10,826.50
			Installation	Quantity 160.00 x Unit Price 60.96 x Factor 1.1100 = Total 10,826.50	
				Painting of all the wall steel with the special paint being used. Painting ductwork and piping that is against the end walls	
6	01 22 20 00 0024		HR	PlumberTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$2,563.12
			Installation	Quantity 32.00 x Unit Price 72.16 x Factor 1.1100 = Total 2,563.12	
				Remove and install plumbing for the new drinking fountain. Also includes added cost of bottle filler not part of the normal drinking fountain line item.	
<b>Subtotal for Section - 01</b>					<b>\$63,293.64</b>

## Section - 09

# Contractor's Price Proposal - Detail Continues..

Work Order Number: 038024.00  
 Work Order Title: Tehachapi Gym Remodel

## Section - 09

7	09 67 29 00 0006	SF	Epoxy Flooring Trowel Applied Mortar Compound, 3/8" Heavy Duty (6,000 - 7,500 PSI)						\$86,790.90
			Quantity	Unit Price	Factor		Total		
		Installation	7,000.00 x	11.17 x	1,1100 =		86,790.90		
			Closest thing to the flooring we are using						
8	09 91 23 00 0064	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work						\$4,168.78
			Quantity	Unit Price	Factor		Total		
		Installation	4,524.89 x	0.83 x	1,1100 =		4,168.78		
9	09 91 23 00 0126	SF	Paint Interior Wood Surfaces, 2 Coats Paint, Brush/Roller						\$2,020.20
			Quantity	Unit Price	Factor		Total		
		Installation	2,000.00 x	0.91 x	1,1100 =		2,020.20		
10	09 91 23 00 0248	LF	Paint Interior Metal Frame And Trim, 2 Coats Paint, Brush/Roller Work						\$295.26
			Quantity	Unit Price	Factor		Total		
		Installation	190.00 x	1.40 x	1,1100 =		295.26		
11	09 91 23 00 0252	EA	Paint Interior Door, One Face, 2 Coats Paint, Brush/Roller Work						\$716.59
			Quantity	Unit Price	Factor		Total		
		Installation	13.00 x	49.66 x	1,1100 =		716.59		

**Subtotal for Section - 09** **\$93,991.73**

## Section - 11

12	11 66 23 13 0004	EA	Ceiling Mounted Basketball Backstop Wood, Swing-up Type (Either Forward Or Backward), With Support StructureIncludes rim and net.						\$10,544.33
			Quantity	Unit Price	Factor		Total		
		Installation	2.00 x	4,749.70 x	1,1100 =		10,544.33		
13	11 66 23 13 0004 0011	MOD	For Glass Backstop, Add						\$1,110.00
			Quantity	Unit Price	Factor		Total		
		Installation	2.00 x	500.00 x	1,1100 =		1,110.00		
14	11 66 43 00 0003	EA	8' x 6' x 8" Multi-Scoreboard (Basketball, Volleyball, Wrestling) With Controls						\$10,897.06
			Quantity	Unit Price	Factor		Total		
		Installation	1.00 x	9,817.17 x	1,1100 =		10,897.06		
15	11 66 43 00 0006	EA	1.66' Long x 1.41' High x 6.5" Deep Shot Clock SetSet includes two shot clocks.						\$4,197.55
			Quantity	Unit Price	Factor		Total		
		Installation	2.00 x	1,890.79 x	1,1100 =		4,197.55		

**Subtotal for Section - 11** **\$26,748.94**

## Section - 22

16	22 47 13 00 0035	EA	Cast Aluminum Two Station Indoor Drinking Fountains With Bubblers (Haws 1441)						\$2,965.69
			Quantity	Unit Price	Factor		Total		
		Installation	1.00 x	2,671.79 x	1,1100 =		2,965.69		

**Subtotal for Section - 22** **\$2,965.69**

## Section - 26

17	26 00 00 00 0000	Tehachapi Park Gym New Lights							\$28,500.00
		NPP							
		Installation	Quantity	Unit Price	Factor		Total		
			1.00 x	28,500.00 x	1.0000 =		28,500.00		

**Subtotal for Section - 26** **\$28,500.00**

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 038024.00  
Work Order Title: Tehachapi Gym Remodel

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<b>Proposal Total</b>	<b>\$215,500.00</b>
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 13.23%

## Subcontractor Listing

**Date:** July 19, 2016

**Re:** IQC Master Contract #: CA01KC-091614-JTS  
Work Order #: 038024.00  
Owner PO #:  
Title: Tehachapi Gym Remodel  
Contractor: JTS Construction  
Proposal Value: \$215,500.00

Name of Contractor	Duties	Amount	%
Co-Opp Plumbing		\$4,800.00	2.23
Elite Painting		\$13,900.00	6.45
Sierra School Equipment Company		\$18,341.00	8.51
Signature Sports Flooring		\$75,809.00	35.18

July 19, 2016

LeAnn Williams  
District Manager  
Tehachapi Valley Recreation and Park District  
490 West D Street  
Tehachapi, CA 93561

Re: Tehachapi Parks Community Center Gym Floor Third Revision

Dear LeAnn,

We propose to perform the following work on the above project for the sum of two hundred fifteen thousand five hundred dollars (\$215,500). This includes all work as discussed per the following.

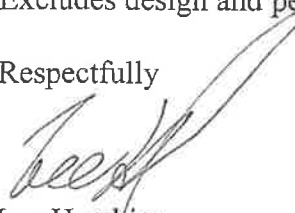
1. Remove the existing flooring including the sheetvinyl underlayment we discovered at the job walk and install a new Signaflor fluid applied athletic surface floor per the date previously sent. Existing rubber flooring sections will be stored on site for others to remove. Full main court game lines will be installed, one volleyball court of games lines will be installed, four basketball side court key lines will be installed and six logos 3' in diameter. Since from what we understand the building was constructed after 1980 we are assuming that the sheetvinyl and mastic and not asbestos and the price for the removal of the sheetvinyl is based on that material not being asbestos.
2. A pair of volleyball sleeves will be installed within the new court lay-out. This will require coring the concrete floor and installing new sleeves in concrete that work with the current volleyball system.
3. The walls at each end of the court and the plywood at the sides will be painted. All of the steel at the side walls will be painted with a aliphatic urethane as the existing old yellowing paint on that steel appears to have been oil based and this material will adhere. Includes painting of all of the doors and frames on the gym side only. Also includes painting of the ductwork and piping that is against the end walls. Does not include painting of the fireproofed steel or any of the ceiling steel.
4. Includes removal of the two end court basketball standards and replacement with Spalding 411007 SuperGlass Collegiate Backboard, 411508 Slammer Competitor Goal with universal mounting, 4234xx padding for backboards, 313402 helix height aduster, 302616 backstop extension kits. This will be a complete new system that can raise and lower. The entire system will be moved over several feet from the current position. New wall cleats will be installed and connected to the existing framing and the new basketball system connected to them similar to the current system. Please note that we are all assuming there will be adequate framing to attach our wood cleats but without any plans we cannot guarantee that. If during construction it is discovered that there is not adequate

framing to attach to then the walls will have to be opened, additional framing installed and the walls closed. This could cost anywhere from a thousand to five thousand depending on if new posts have to be installed. Most likely this will not be required and we will find adequate framing to attach our wall cleats.

5. Install one new high low drinking fountain with bottle filler in the entry hall. We have confirmed with the plumbers and plumbing supply houses that the existing drinking fountain cannot have a bottle filler added to it so this proposal includes installing a new complete modern ADA high low assembly with bottle filler. This includes opening up the wall as needed for plumbing work and backing and then patching and painting that wall.
6. Remove and replace the existing lights with new per the data previously sent.
7. Remove the existing scoreboard and shotlocks and install a new Nevco Model 2700-NL Basketball/Volleyball LED or equal scoreboard. They can be wired using the same wiring or wireless with a controller that will be supplied. Also includes Nevco or equal shotlocks. The scoreboard and shotlocks will be installed in the same locations as the old ones to make use of any existing backing, etc.
8. Includes prevailing wage at normal work hours.
9. Includes a payment and performance bond.
10. This project will take a total of 2.75 months to complete from the time a contract is signed. 1.5 months for submittal review/approval, color selections and material fabrication and then 1.25 months to complete the work.

Excludes design and permit costs if required-none should be required for this work.

Respectfully



Lee Hawkins  
President  
JTS Construction

02-05-2016

## TEHACHAPI Parks Community Center

RG; Replaced existing High Bay Frylur  
with New LED High Bay

Remove and disposal 23 existing High Bay Light  
Install 23 LITHONIA LED HIGH BAY CAT. NO.

IBH 2400LM 50080 MD MVOLT 80 CRI 120V, with  
mounting hardware, IBLPMPHB and 3/4" x 24" Rigid Conduit.  
Lights To be controlled with the existing lighting control/switching

LABOR 66 Hrs @ \$75.00 each = \$5,100.00

Lighting Package \$10,525.00

Equipment Man / Scissor Lift \$1,400.00

Total price for this work is. \$23,025.00

Supervision portion \$1,500

GC - trash removal, etc. \$500

\$25,025

Overhead 9% \$2,252

Mark-up 3% \$750

\$28,027

Bond & Insurance - 2% \$560

\$28,587

Use \$28,500

## FEATURES & SPECIFICATIONS

**INTENDED USE** — Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. Applications include manufacturing, warehousing and other large indoor spaces with mounting heights ranging from 10' – 40'. Luminaire shall be suspended a minimum 24" from ceiling. Surface mounting is not permitted. Certain airborne contaminants can diminish integrity of acrylic. [Click here for Acrylic Environmental Compatibility table for suitable uses.](#)

**CONSTRUCTION** — Lightweight aluminum heat sink designed to perform at warm ambient temperatures. Due to precision thermal engineering for maximum naturally convective cooling this fixture provides lumen droop that is less than fluorescent. Fabricated steel channel provides maximum rigidity.

**OPTICS** — Medium distribution to meet both horizontal and vertical light level requirements. Reflectors are precision formed and painted high reflectance white. Semi-diffuse lens is standard to provide glare control and LED protection.

**ELECTRICAL** — 70% lumen maintenance at 97,000 hours; predicted life of more than 100,000 hours. Thermally protected driver standard with 0-10V dimming.

**LISTINGS** — CSA certified to US and Canadian safety standards. Damp location listed. Ambient operating temperatures vary please refer to chart on page 3.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org](http://www.designlights.org) to confirm which versions are qualified.

**WARRANTY** — 5-year limited warranty. Complete warranty terms located at [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx)

Actual performance may differ as a result of end-user environment and application.

Actual wattage may differ by +/-1% when operating between 120-277V +/-10%.

Note: Specifications subject to change without notice.

Catalog Number
Notes
Type

LED High Bay

# IBH

9,000 through 30,000 Lumens

Patent Pending



## ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: IBH 18000LM SD080 MD MVOLT GZ10 40K 70CRI WH

IBH		SD080	MD		GZ10		
Series	Lumens	Lens	Distribution	Voltage	Driver	Color temperature	Color rendering Index
IBH	9000LM 9,000 lumens 12000LM 12,000 lumens 18000LM 18,000 lumens 24000LM 24,000 lumens 30000LM 30,000 lumens	SD080 Semi-diffuse acrylic	MD Medium	MVOLT MVOLT; 120-277V HVOLT 347V-480V 120 120V 277 277V	GZ10 0-10V dimming	40K 4000 K 50K 5000 K	70CRI 70 CRI 80CRI 80 CRI <sup>1</sup>

Options			Finish	
GLR	Internal fast-blow fuse <sup>2,3</sup>		WH	Gloss white
OUTCTR	Wiring leads pulled through back center of fixture		MB	Matte black
OCS	RELOC® OnePass® 5' installed <sup>2</sup>			
RRL	RELOC®-ready luminaire. See page 5 for ordering information			
WGX	Standard wire guard, installed			
<u>Cord sets:</u> <sup>4</sup>				
CS1W	Straight plug, 120V <sup>2,5</sup>			
CS3W	Twist-lock, 120V <sup>2,5</sup>			
CS7W	Straight plug, 277V <sup>2,5</sup>			
CS11W	Twist-lock, 277V <sup>2,5</sup>			
CS25W	Twist-lock, 347V <sup>2,5</sup>			
CS97W	Twist-lock, 480V <sup>2,5</sup>			
CS93W	600V SEOOW white cord, no plug (no voltage required)			
<u>Motion sensors:</u>				
LCOZU	Aisle motion sensor, pre-wired <sup>2,6</sup>			
LCHOSZU	Aisle motion sensor, pre-wired; programmable dimming <sup>2,6</sup>			
LCPZU	Aisle motion sensor with photocell; pre-wired <sup>2,6</sup>			
LAOZU	360° motion sensor, pre-wired <sup>2,6</sup>			
LAHOSZU	360° motion sensor, pre-wired; programmable dimming <sup>2,6</sup>			
LAPZU	360° motion sensor with photocell, pre-wired <sup>2,6</sup>			
nPP16D	nLight® switching/dimming module <sup>2,7</sup>			
nMSI	nLight, aisle motion sensor, pre-wired <sup>2,8</sup>			
nMSI360	nLight, 360° motion sensor, pre-wired <sup>2,9</sup>			
nMSID	nLight, aisle motion sensor, pre-wired, dimming <sup>2,10</sup>			
nMSI360D	nLight, 360° motion sensor, pre-wired, dimming <sup>2,11</sup>			
XAD	Factory installed XPoint™ wireless 0-10V dimming relay <sup>2,12</sup>			
MSIGXADL DSCXADL	360° Xpoint wireless motion sensor with photocell <sup>2,12</sup>			

See footnotes on page 2.



# IBH LED High Bay

**Accessories:** Order as separate catalog number.

Mounting:

IBAC120 M20	Aircraft cable 10' with hook (one pair)
IBAC240 M20	Aircraft cable 20' with hook (one pair)
IBHMP	Hook monopoint
ZACVH	Aircraft 10' V hanger (one pair)
IBLPMP	Pendant monopoint splice box, includes side covers
IBLPMPHB	Pendant monopoint splice box with 3/4" hub, includes side covers
HC36	Hanger chain, 36" (one pair)
THUN	Tong hanger bracket (order 2 per fixture)

Wire guards:

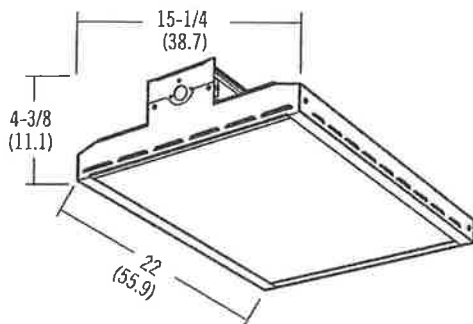
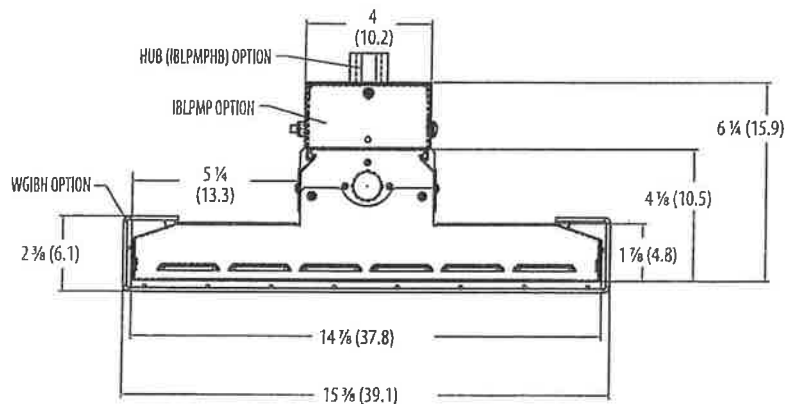
WGIBH	Wire guard for use with 9000LM and 12000LM fixtures
WGIBH4	Wire guard for use with 18000LM - 30000LM fixtures

**Notes**

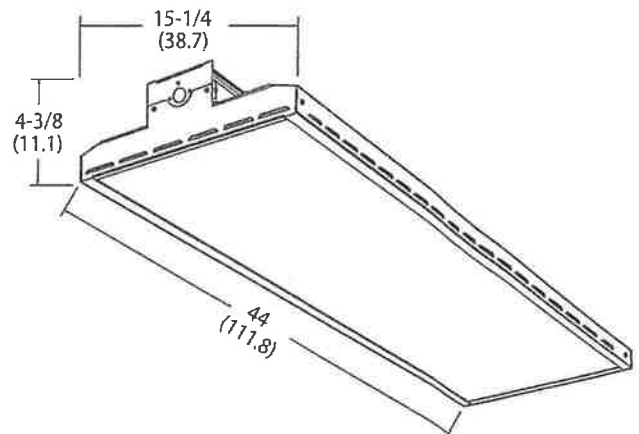
- 10% reduction in lumens compared to 70 CRI.
- Must specify voltage.
- Not available with 347V.
- All cord sets are 18/3, 6', white.
- Cord sets are voltage specific. Specify voltage. Other configurations available. Consult factory.
- Other configurations available, see page four for additional options. Maximum ambient temperature 104°F (40°C).
- 347V and 480V with nPP16D utilizes a step down transformer.
- nMSI options utilizes a nPP16 and nCMB 50 sensor, CAT5e connector cable also included. Available 120 or 277V only.
- nMSI360 options utilizes a nPP16 and nCMB 6 sensor, CAT5e connector cable also included. Available 120 or 277V only.
- nMSID options utilizes a nPP16 and nCMB 50 D sensor CAT5e connector cable also included. Available 120 or 277V only.
- nMSI360D options utilizes a nPP16 and nCMB 6 D sensor, CAT5e connector cable also included. Available 120 or 277V only.
- For use in ambient temperatures ranging from -14° to 104°F (-10° to 40°C).

## DIMENSIONS

All dimensions are in inches (centimeters) unless otherwise indicated.  
Dimensions may vary with options or accessories.



9,000 and 12,000 Lumens



18,000, 24,000 and 30,000 Lumens



IBH

## OPERATIONAL DATA

Lumen package	Ambient rating* (120V - 277V)	Ambient rating* (347V / 480V)	Delivered lumens 5000 K CCT, 70CRI @ 77°F (25°C) ambient temperature	Delivered lumens 4000 K CCT, 70CRI @ 77°F (25°C) ambient temperature	Delivered lumens 5000 K CCT, 80CRI @ 77°F (25°C) ambient temperature	Delivered lumens 4000 K CCT, 80CRI @ 77°F (25°C) ambient temperature
9000LM	-40°F to 104°F (-40°C to 40°C)	-40°F to 86°F (-40°C to 30°C)	10,736	10,120	10,083	9,504
12000LM	-40°F to 104°F (-40°C to 40°C)	-40°F to 86°F (-40°C to 30°C)	13,558	12,780	12,733	12,002
18000LM	-40°F to 104°F (-40°C to 40°C)	-40°F to 95°F (-40°C to 35°C)	21,472	20,240	20,165	19,008
24000LM	-40°F to 104°F (-40°C to 40°C)	-40°F to 95°F (-40°C to 35°C)	28,463	26,830	26,731	25,197
30000LM	-40°F to 104°F (-40°C to 40°C)	-40°F to 95°F (-40°C to 35°C)	32,664	30,790	30,676	28,916

\* Ambient temperature ratings vary depending on options selected.

## CHARACTERISTICS

Lumen package	Wattage				Length	Width	Depth	Weight without Lens (Lens kit adds approx. 7 lbs (2.3 kg))	Comparable light source
	120V	277V	347V	480V	Dimensions are shown in inches (centimeters) unless otherwise noted.				
9000LM	99	98	95	95	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	10 lbs (4.5 kg)	2-lamp T5HO
12000LM	125	123	120	119	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	10 lbs (4.5 kg)	4-lamp T8, 250W HID
18000LM	198	195	190	189	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	20 (9.1 kg)	4-lamp T5HO, 6-lamp T8, 400W HID
24000LM	253	249	243	242	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	20 (9.1 kg)	6-lamp T5HO, 8-lamp T8
30000LM	311	307	299	298	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	20 (9.1 kg)	8-lamp T5HO

## PROJECTED LUMEN MAINTENANCE

Operating hours	0	10,000	20,000	25,000	35,000	50,000	60,000	75,000	100,000
Lumen maintenance factor	1	0.96	0.92	0.90	0.87	0.83	0.80	0.76	0.69

## LUMENS VS. AMBIENT TEMPERATURE

Ambient °C	Ambient °F	Lumen multiplier
0	32	1.03
5	41	1.03
10	50	1.02
15	59	1.01
20	68	1.01
25	77	1.00
30	86	.98
35	95	.89
40	104	.79

## PHOTOMETRICS

See [www.lithonia.com](http://www.lithonia.com).



IBH

## LSXR - Fixture Mount Sensor (see [www.sensorswitch.com](http://www.sensorswitch.com) for additional information)

- Four interchangeable lenses.
- Integrated mounting bracket drops lens down 3" from chase nipple.
- Single or dual relay versions — designed with robust protection from the harsh switching requirements of TS and LED loads.
- Photocell and 0-10VDC dimming options.
- No PIR field calibration or sensitivity adjustments required.

LSXR configuration	Comparable CMRB sensor	Old style sensor nomenclature
For shortest lead times use one of the following LSXR configurations		
LCOZU	CMRB 50	MSI
LCHOSZU	CMRB 50 D	MSID
LCPZU	CMRB 50 P	MSIPED
LAOZU	CMRB 6	MSI360
LAHOSZU	CMRB 6 D	MSI360D
LAPZU	CMRB 6 P	MSI360PED

## SELECTIONS BELOW WILL EXTEND ORDER LEAD TIME. CONSULT YOUR SALES REPRESENTATIVE FOR DETAILS.

### SINGLE RELAY

#### ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: LAHOSZU

Series	Lens option	Dimming/Photocell	Max. dim level	Min. dim level	Temp/Humidity	Default time delay
L LSXR passive infrared indoor occupancy sensor	A High mount, 360°	O None <sup>1</sup>	0 10 VDC	5 Minimum dimming level of ballast	Z None	I 30 seconds
	B Low mount, 360°	H High/low occupancy operation	9 9 VDC		T Low temperature	D 2.5 minutes
	C High mount aisleway	P Switching photocell (on/off)	8 8 VDC	1 1 VDC		X 5 minutes
		M Dimming and switching photocell	7 7 VDC	2 2 VDC		R 7.5 minutes
		G Dimming and switching photocell with high/low occupancy operation		3 3 VDC		U 10 minutes (with minimum 15 minutes on time)
				4 4 VDC		V 15 minutes
				5 5 VDC		W 20 minutes
				6 6 VDC		Y 30 minutes

### DUAL RELAY (Available with 120, 277, and 347V only)

#### ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: LA2KZU

Series	Lens option	Poles	Operating mode	Temp/Humidity	Default time delay
L LSXR passive infrared indoor occupancy sensor	A High mount, 360°	2 Dual relay	J None	Z None	I 30 seconds
	B Low mount, 360°		K Alternating off relays (promotes even lamp wear)	T Low temperature	D 2.5 minutes
	C High mount aisleway		O Alternating off relays w/photocell		X 5 minutes
			P Switching photocell (on/off)		R 7.5 minutes
			E Photocell on/off (pole 1 only)		U 10 minutes (with minimum 15 minutes on time)
			F Photocell on/off - both poles (dual set-point)		V 15 minutes
					W 20 minutes
					Y 30 minutes

Example: LENS 50 J100

Replacement lenses: Order as separate catalog number.		
Series	Lens type	Package quantity
Lens	6 High mount 360°	U Unit
	10 Low mount 360°	J10 10-pack
	50 High mount aisleway	J100 100-pack

#### Notes

- 1 Dimming level fields not required when this option is chosen.



An Acuity Brands Company

## RRL - RELOC®-Ready Luminaire

- RRL connectors can be used with Quick-Flex®, System 820 and OnePass® systems.
- Load side of connector factory installed to luminaire.
- 4-pole mating connector with push-in terminations allows for simple installation.
- Touch-safe design on both halves meets UL/CSA requirement.
- Wiping contact design allows safe disconnect under load.



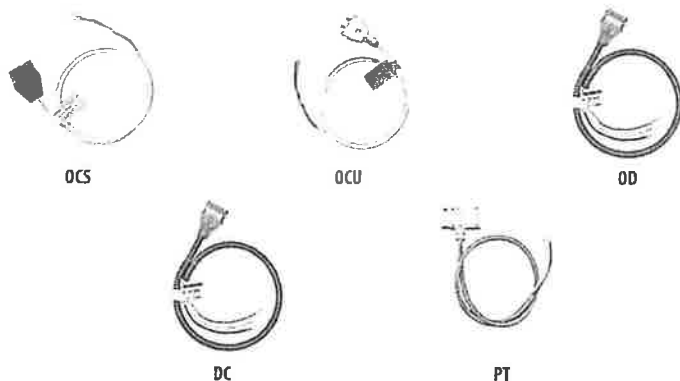
### ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: RRLA

Series	Wiring instructions	
RRL RELOC®-ready luminaire	A	Hot conductor wired to position #1 (phase A)
	B	Hot conductor wired to position #2 (phase B)
	C	Hot conductor wired to position #3 (phase C) <sup>1</sup>
	AB	Outboard hot conductor wired to position #1 (phase A), inboard hot conductor wired to position #2 (phase B)
	AE	Hot conductor wired to position #1 (phase A), hot conductor #2 wired to position #2 (phase B) <sup>2</sup>
	ABE	Hot conductor wired to position #1 (phase A), hot conductor #2 wired to position #2 (phase B), inverter conductor wired to position #3 (phase C) <sup>1,2</sup>
	C12S	Hot conductor in position #1 (phase A), low voltage conductor #1 in position #2, low voltage conductor #2 in position #3 <sup>1,3</sup>

### Compatible RELOC® Cables for Industrial Luminaires (shipped and ordered separately)



#### Notes

- <sup>1</sup> C, ABE, and C12S options are not used with Quick-Flex QFC, QSFC, QPT, and QD.
- <sup>2</sup> AE and ABE commercial fixtures should disconnect the TSPL before unplugging the RRL so it does not go into discharge mode.
- <sup>3</sup> C12S option is used with the OnePass OD and 820 SSC, PT, and DC for 0-10V/DALI applications.



An Acuity Brands Company

**THE BOARD OF DIRECTORS OF THE  
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**APPROVING DISTRICT MANAGER TO EXECUTE EZIQC No CA01KC-091614JTS  
CONTRACT WITH NJPA IN AN AMOUNT NOT TO EXCEED \$215,500.00 FOR  
IMPROVEMENTS TO WEST PARK ACTIVITY CENTER, AND A FIVE PERCENT  
CHANGE ORDER NOT TO EXCEED \$10,575.00, AND APPROVING THE GORDIAN  
GROUP WORK ORDER SUBJECT TO THE PARTIES ENTERING INTO A  
MUTUALLY AGREEABLE CONSTRUCTION CONTRACT AS APPROVED BY  
DISTRICT COUNSEL**

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I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 26<sup>th</sup> day of July 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

---

**RESOLUTION NO. 16-16**

**APPROVING DISTRICT MANAGER TO EXECUTE EZIQC No CA01KC-091614JTS  
CONTRACT WITH NJPA IN AN AMOUNT NOT TO EXCEED \$215,500.00 FOR  
IMPROVEMENTS TO WEST PARK ACTIVITY CENTER, AND A FIVE PERCENT  
CHANGE ORDER NOT TO EXCEED \$10,575.00, AND APPROVING THE GORDIAN  
GROUP WORK ORDER SUBJECT TO THE PARTIES ENTERING INTO A  
MUTUALLY AGREEABLE CONSTRUCTION CONTRACT AS APPROVED BY  
DISTRICT COUNSEL**

**WHEREAS**, the Tehachapi Valley Recreation and Park District (TVRPD) is the owner in fee of certain real property commonly known as West Park Activity Center;

**WHEREAS**, it has been determined that is West Park Activity Center in need of refurbishment; and

**WHEREAS**, the Board desires to authorize the District Manager to execute EZIQC No CA01KC-091614JTS contract with NJPA in an amount not to exceed \$215,500.00 for improvements to West Park Activity Center, and a five percent change order not to exceed \$10,757.00; and

**WHEREAS**, the Board desires to approve the Gordian Group work order subject to the parties entering into a mutually agreeable construction contract as approved by District counsel; and

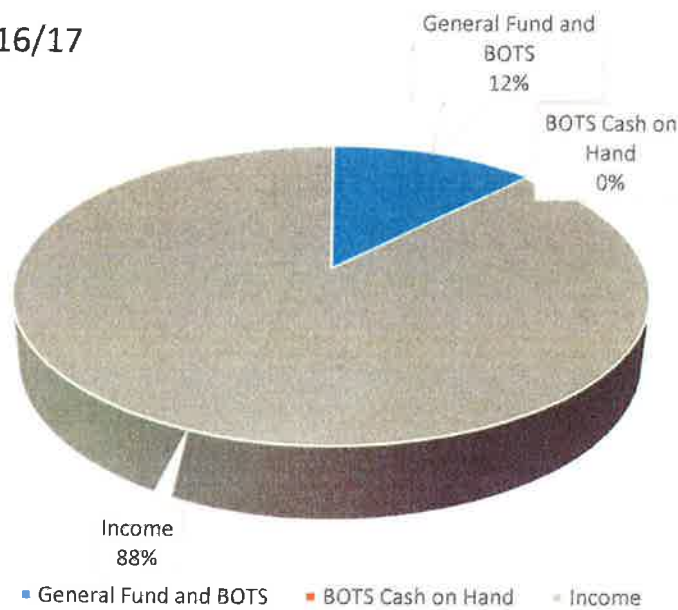
**NOW, THEREFORE, BE IT FINALLY RESOLVED THAT** the Board of Directors approve the District Manager to execute EZIQC No CA01KC-091614JTS contract with NJPA in an amount not to exceed \$215,500.00 for improvements to West Park Activity Center, a five percent change order not to exceed \$10,757.00, and approve the Gordian Group work order subject to the parties entering into a mutually agreeable construction contract as approved by District counsel; and

**AND BE IT FINALLY RESOLVED THAT** staff be authorized to pay for the indicated job upon the satisfactory completion of said job.

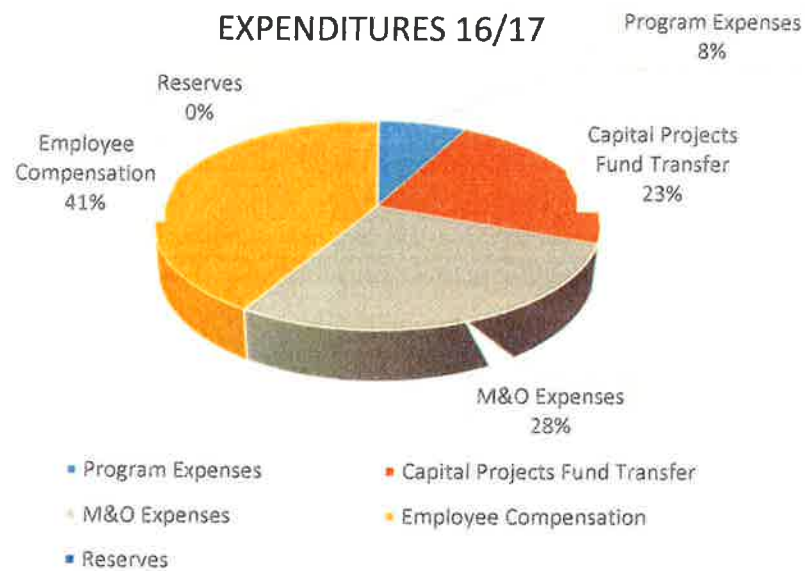
TEHACHAPI VALLEY RECREATION & PARK DISTRICT				
FISCAL YEAR 2016/17 OPERATIONAL BUDGET				
Acct No.			ACTUAL	BUDGET
			15/16	16/17
1001	General Fund and BOTS		\$ 246,291.80	\$ 196,386.28
1004	BOTS Cash on Hand		\$ 96,931.78	\$ -
4000	Income		\$ 1,228,817.99	\$ 1,395,265.53
7290	Reserves		\$ -	
	Total Revenues		\$ 1,572,041.57	\$ 1,591,651.81
1162	Improvements		\$ 151,819.40	\$ 45,364.00
1166	Fleet Purchase		\$ 35,000.00	\$ -
1163	Equipment purchase		\$ 64,535.89	\$ 51,011.34
5000	Program Expenses		\$ 108,144.15	\$ 114,765.00
4	Capital Projects Fund Transfer		\$ -	\$ 341,551.88
7000	M&O Expenses		\$ 385,255.25	\$ 416,863.59
6000	Employee Compensation		\$ 630,900.60	\$ 622,096.00
7290	Reserves		\$ -	\$ -
	Total Expenditures		\$ 1,375,655.29	\$ 1,591,651.81
			\$ 196,386.28	\$ -

Acct No.	Description	ACTUAL
		14/15
1001	General Fund Treasury	482,981
1003	Quimby	20,311
1004	BOTS 4470	97,055
1005	Co. Development Fees	351,198
4000	Income	1,160,157
	Total Revenues	2,111,702
1000	Fixed Assets	282,104
5000	Cost of Goods Sold	101,990
4	Capital Projects	158,506
7000	Expenses	901,210
	Total Expenditures	1,443,810
	District Surplus	667,892

## INCOME 16/17

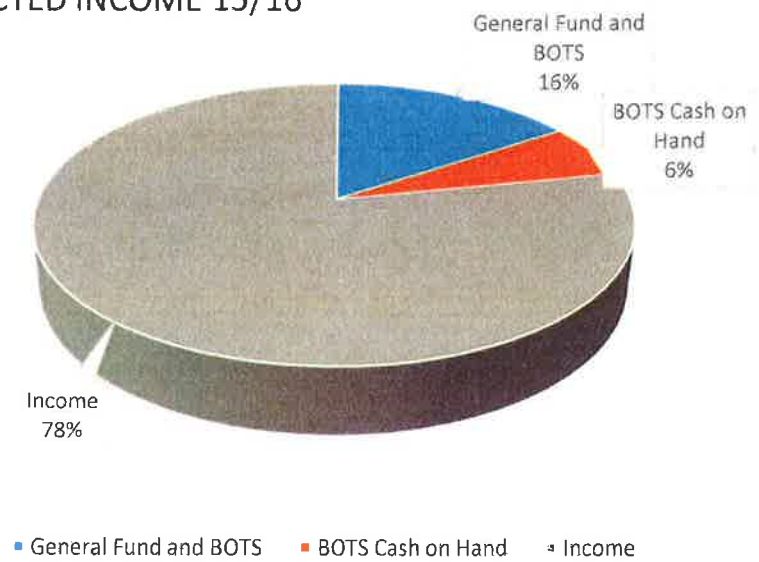


## EXPENDITURES 16/17

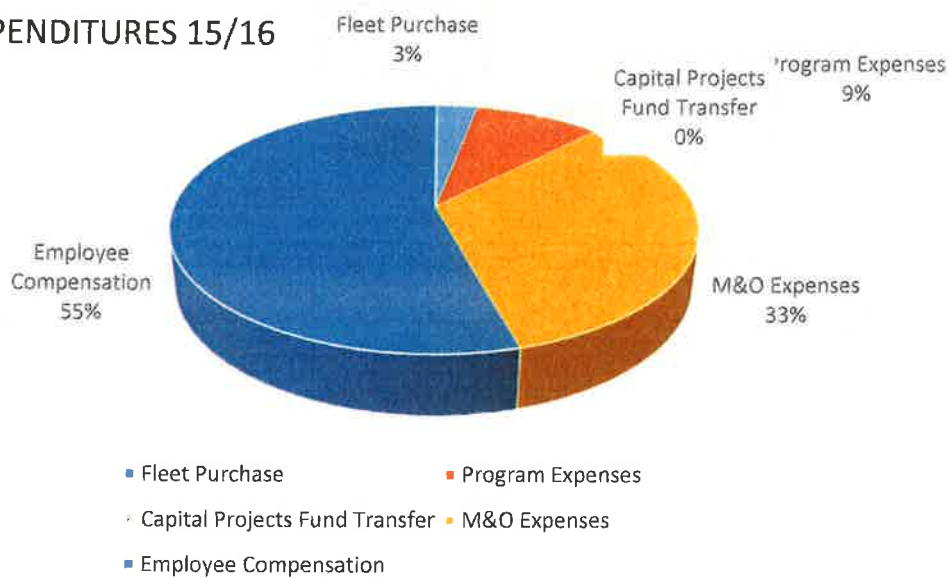




UNRESTRICTED INCOME 15/16



EXPENDITURES 15/16



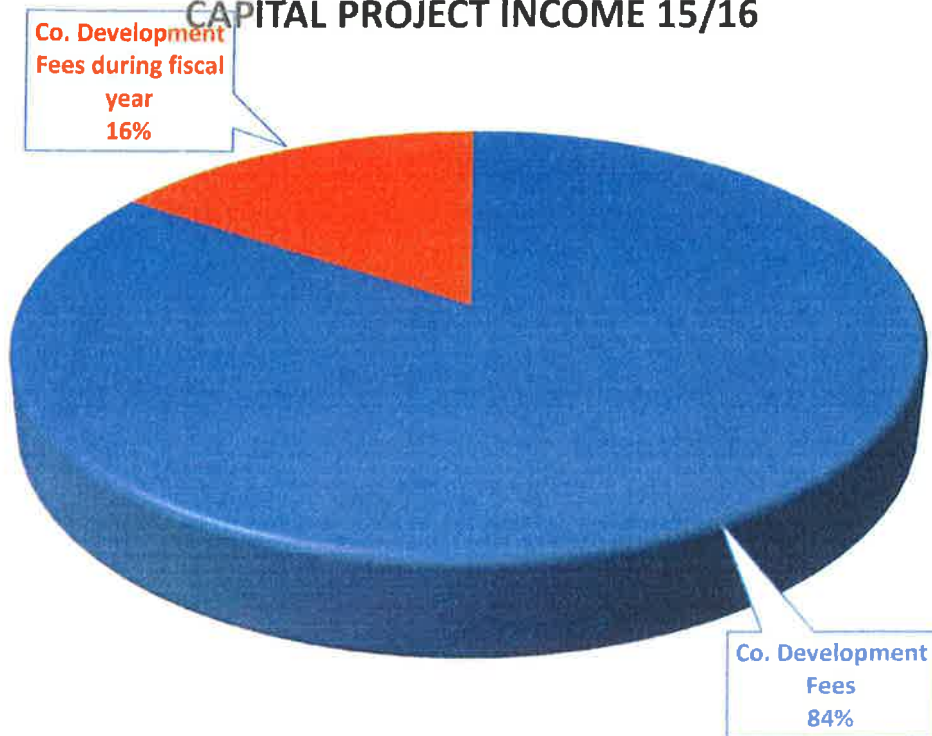
FISCAL YEAR 2016/17				
1000 - ASSETS				
Acct No.	Description			
			ACTUAL	BUDGET
Current Assets			15/16	16/17
1001	General Fund Cash on Hand		\$ 246,291.80	\$ 196,386.28
1004	Cash on Hand		\$ 96,931.78	\$ -
1163/1166/1162	Equipment/Fleet/Improvement Reserve			
Fixed Assets Purchase				
1162	Improvements		\$ 151,819.40	\$ 45,364.00
1163	Equipment Purchase		\$ 64,535.89	\$ 51,011.34
1166	Fleet Purchase		\$ 31,829.05	\$ -

Acct No.	Description	
		14/15
Current Assets		
1001	General Fund (County)	482,981
1003	Quimby	20,311
1004	BOTS 4470	97,055
1005	Co. Development Fees	351,198
Total Current Assets		951,545
Fixed Assets		
1162	Improvements	40,595
1163	Equipment	188,219
1166	Fleet	53,290
Total Fixed Assets		282,104

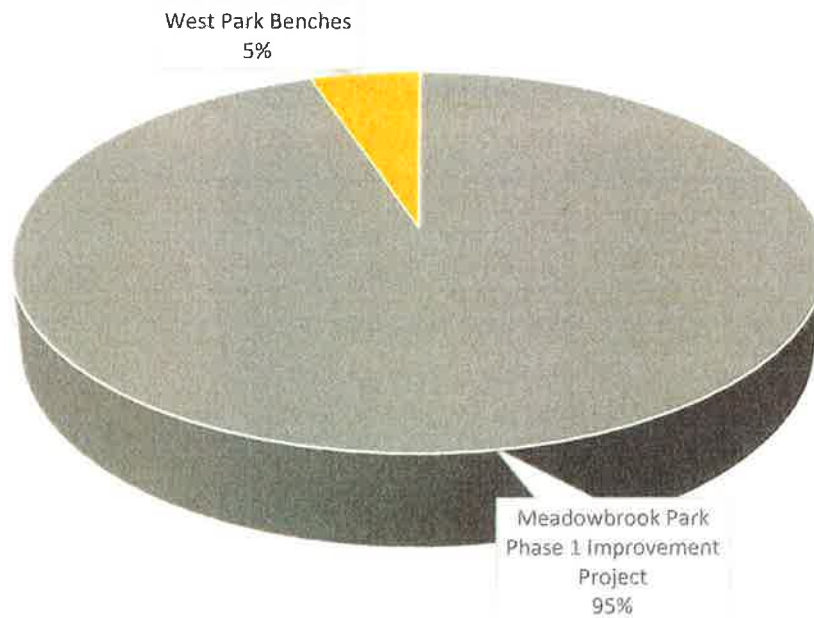
FISCAL YEAR 2016/17 BUDGET				
CAPITAL PROJECTS BUDGET				
Class	Description	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
4	Capital Projects Reserves	\$ -		
1005	Co. Development Fees	351,198	\$ 287,159.63	\$ 253,093.62
1005	Co. Development Fees during fiscal year		\$ 53,425.00	
4	Capital Projects Funds Transfer		\$ -	\$ 341,551.88
4211	Grant Income			
	<b>Total Capital Income</b>	<b>\$ 351,198.00</b>	<b>\$ 340,584.63</b>	<b>\$ 594,645.50</b>
1003	Quimby (Emergency Repairs)	20,311	\$ 20,311.98	\$ 7,911.01
1003	Quimby - Central park Playground safety surface		\$ 12,400.97	
1003	<b>Net QUIMBY</b>		<b>\$ 7,911.01</b>	
Class	Description			
4	<b>Capital Projects Costs</b>			
4	Central Park		\$ 1,569.79	
4	Brite Lake Disc Golf Course			\$ 10,000.00
4	District Office		\$ -	
4	Dye Natatorium			
4	Meadowbrook Park Phase 1 Improvement Project		\$ 81,464.22	\$ 369,145.50
4	West Park Benches		\$ 4,457.00	
4	WPAC Improvement Project			\$ 215,500.00
4	West Park			
4			\$ -	
	Maintenance Yard			
4	<b>Total Capital Costs</b>		<b>\$ 87,491.01</b>	<b>\$ 594,645.50</b>
4	<b>Net Capital Projects</b>		<b>\$ 253,093.62</b>	<b>\$ -</b>

	Description	ACTUAL
		14/15
<b>4</b>	<b>Capital Projects</b>	
4	Brite Lake	0
4	Central Park	10609
4	District Office	8,350
4	Dye Natatorium	0
4	Maintenance Yard	0
4	Meadowbrook Park	119530
4	Stephen Shy Activity Center	0
4	Skate Park	0
4	West Park	58723
4	WPAC	0
4	Golden Hills Pocket Park	0
4	Undeveloped Properties	0
	<b>Total Capital Expenditures</b>	<b>197212</b>

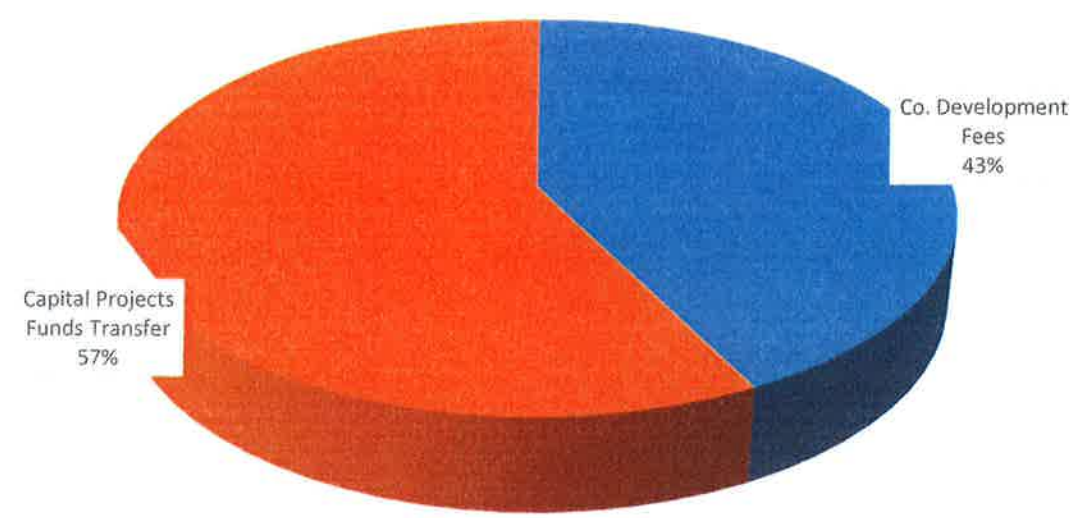
## CAPITAL PROJECT INCOME 15/16



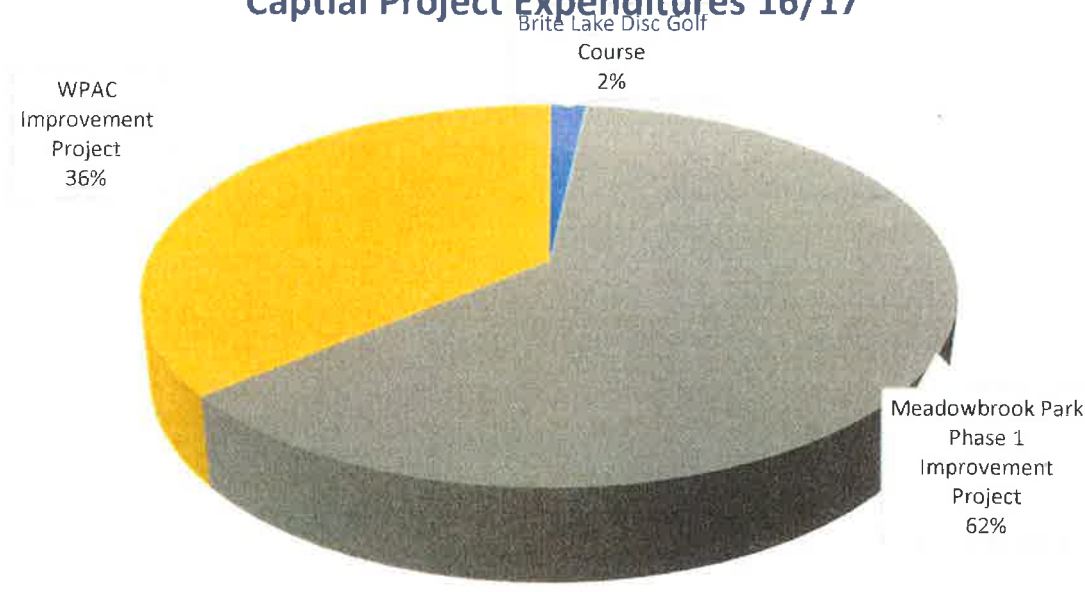
## Capital Project Expenditures 15/16



Captial Project Income 16/17



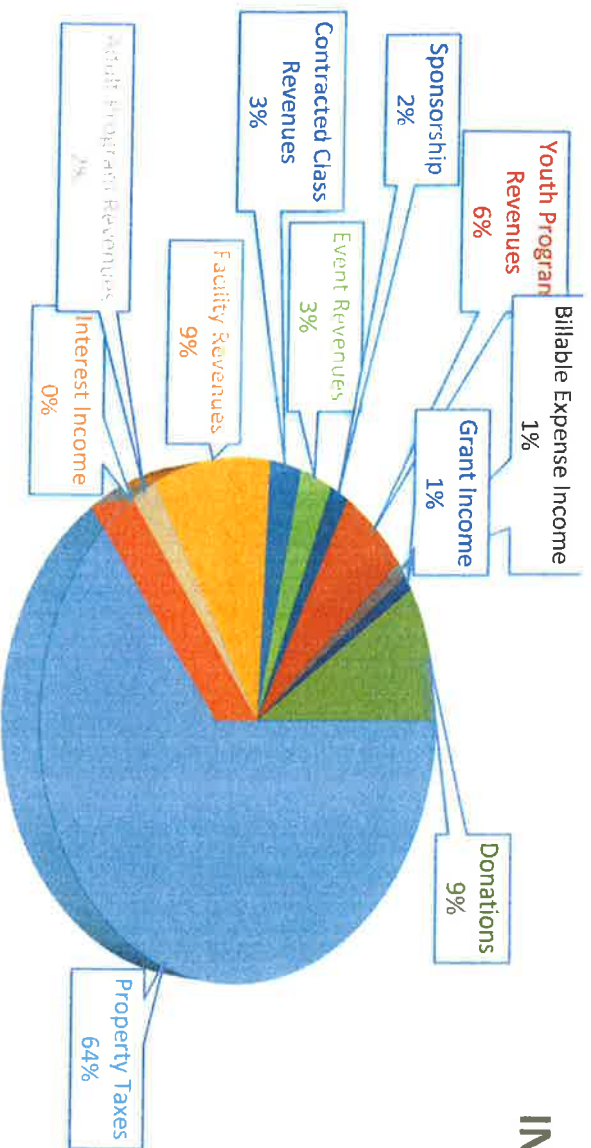
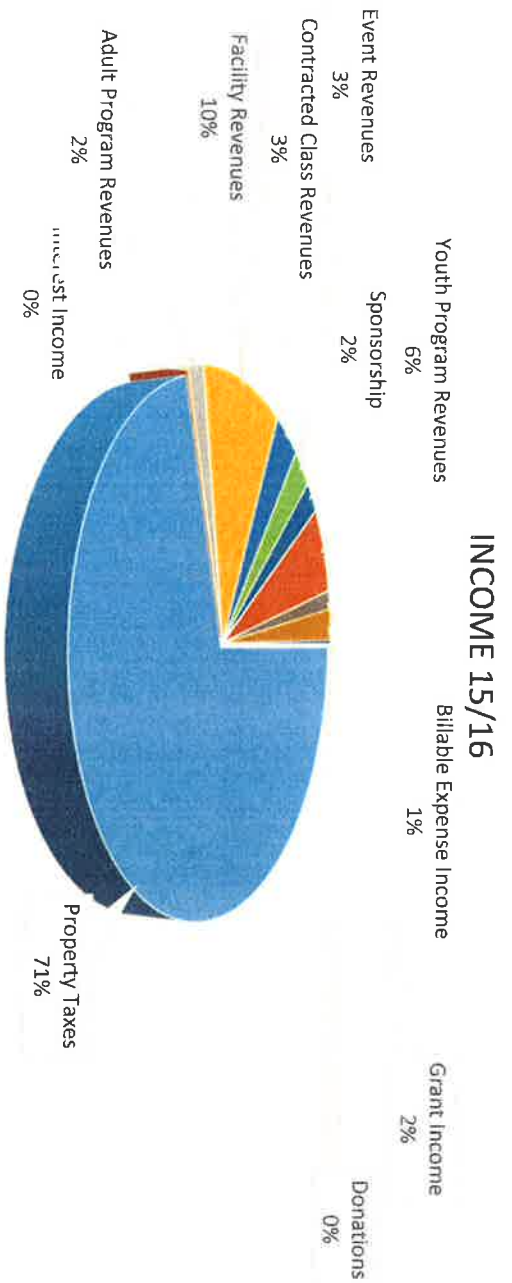
Captial Project Expenditures 16/17





**FISCAL YEAR 2016/17 BUDGET**
**4000 - INCOME**

Acct No.	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
<b>4000</b>	<b>Income</b>				
<b>4010</b>	<b>Property Taxes</b>	\$ 703,723.00	\$ 814,891.00	\$ 865,065.22	\$ 845,000.00
<b>4020</b>	<b>Interest Income</b>	\$ 3,203.00	\$ 2,745.00	\$ 2,017.09	\$ 2,500.00
<b>4030</b>	<b>Adult Program Revenues</b>	\$ 23,210.00	\$ 29,701.00	\$ 21,716.43	\$ 25,525.00
<b>4050</b>	<b>Facility Revenues</b>	\$ 140,060.00	\$ 125,610.00	\$ 122,802.75	\$ 121,325.00
<b>4200</b>	<b>Contracted Class Revenues</b>	\$ 31,355.00	\$ 40,554.00	\$ 41,025.41	\$ 34,675.00
<b>4210</b>	<b>Event Revenues</b>	\$ 30,662.00	\$ 27,241.00	\$ 32,162.25	\$ 35,800.00
<b>4213</b>	<b>Sponsorship</b>	\$ 23,170.00	\$ 35,738.00	\$ 26,022.60	\$ 21,400.00
<b>4300</b>	<b>Youth Program Revenues</b>	\$ 74,509.00	\$ 67,375.00	\$ 71,305.00	\$ 78,600.00
<b>4610</b>	<b>Billable Expense Income</b>	\$ 14,702.00	\$ 13,824.00	\$ 15,385.59	\$ 15,000.00
<b>4211</b>	<b>Grant Income</b>	\$ -	\$ -	\$ 26,500.00	\$ 12,500.00
<b>4215</b>	<b>Donations</b>	\$ -	\$ 30,100.00	\$ 3,000.00	\$ 120,000.00
<b>1215</b>	<b>Scholarships Revenue Recievable</b>	\$ 613.00	\$ 613.00		\$ -
	<b>Insurance Proceeds</b>				\$ 81,740.53
<b>4704</b>	<b>Sales</b>				
<b>4701</b>	<b>Beer Sales Taxible</b>	\$ 2,850.00	\$ 144.00	\$ 735.58	\$ 700.00
<b>4703</b>	<b>Food Sales Taxible</b>	\$ 329.00	\$ 652.00	\$ -	\$ -
<b>4705</b>	<b>Food Sale Non-Taxible</b>	\$ -	\$ 256.00	\$ 945.66	\$ 460.00
<b>4707</b>	<b>Merchadise Sales Taxible</b>	\$ 451.00	\$ 112.00	\$ 100.00	\$ -
<b>4709</b>	<b>Soda Sales</b>	\$ 200.00	\$ 166.00	\$ 34.41	\$ 40.00
<b>4711</b>	<b>Vending Sales</b>	\$ 309.00	\$ 215.00	\$ -	\$ -
<b>4000</b>	<b>Total Income</b>	<b>\$ 1,049,346.00</b>	<b>\$ 1,189,937.00</b>	<b>\$ 1,228,817.99</b>	<b>\$ 1,395,265.53</b>





## FISCAL YEAR 2016/17 BUDGET

## 5000/7000 - EXPENSES

## FISCAL YEAR 2016/17 BUDGET

## 5000 - PROGRAM EXPENSES

Acct No.	Description	ACTUAL	ACTUAL	ACTUAL	BUDGET
		13/14	14/15	15/16	16/17
<b>5000</b>	<b>Program Expenses</b>				
5001	Adult Program Costs	\$ 2,490.00	\$ 3,375.00	\$ 7,221.45	\$ 8,080.00
5004	Contracted Classes Costs	\$ 14,708.00	\$ 30,134.00	\$ 29,417.67	\$ 26,940.00
5005	Event Costs	\$ 39,508.99	\$ 47,540.65	\$ 43,829.03	\$ 47,150.00
5008	Youth Program Costs	\$ 19,568.00	\$ 19,700.88	\$ 22,706.21	\$ 25,845.00
<b>5704</b>	<b>Purchases for Resale</b>				
5701	Beer Purchases	\$ 1,740.00	\$ 219.00	\$ 435.96	\$ 500.00
5703	Food Purchases	\$ 631.00	\$ 483.00	\$ 360.74	\$ 500.00
5707	Merchandise Purchases	\$ 1,139.00	\$ 49.00	\$ -	\$ 1,000.00
5709	Soda Purchases	\$ 86.00	\$ 187.00	\$ 64.44	\$ 250.00
4650	Discounts Given	\$ 244.00	\$ 320.00	\$ 3,357.65	\$ 3,500.00
5	Scholarships Revenue Receivable	\$ 613.00	\$ 613.00	\$ 751.00	\$ 1,000.00
<b>5000</b>	<b>Program Expenses</b>	\$ 80,727.99	\$ 102,621.53	\$ 108,144.15	\$ 114,765.00
<b>7000</b>	<b>Maintenance &amp; Operation Expenses</b>				
7010	Advertising & Marketing	\$ 20,016.00	\$ 14,044.00	\$ 24,809.98	\$ 28,000.36
7015	Loan Repayment	\$ -	\$ -		\$ 49,797.38
7020	Bank Service Charges	\$ 5,920.00	\$ 7,118.00	\$ 6,750.83	\$ 8,966.00
7026	Charitable Contribution	\$ 3,050.00	\$ 1,941.00	\$ 2,994.57	\$ 3,000.00
7030	Dues & Subscriptions	\$ 2,625.00	\$ 6,887.00	\$ 7,849.20	\$ 5,250.00
<b>7035</b>	<b>Equipment Rent &amp; Lease</b>				
7036	Maintenance Equipment Rental	\$ 30.00	\$ 100.00	\$ 902.48	\$ 1,500.00
7037	Office Equipment Rental	\$ 4,152.00	\$ 3,918.00	\$ 439.37	\$ 500.00
<b>7050</b>	<b>Insurance</b>				
7051	Auto Insurance	\$ 2,924.00	\$ 2,588.00	\$ 4,162.98	\$ 4,000.00
7052	HUB Insurance	\$ -	\$ -		
7053	Property Insurance	\$ 8,707.00	\$ 7,735.00	\$ 9,366.52	\$ 10,000.00
7055	Liability Insurance	\$ 3,304.00	\$ 5,170.00	\$ 7,375.49	\$ 8,000.00
7056	Interest Expense	\$ 229.27	\$ -	\$ -	\$ -
7060	Licenses & Fees	\$ 3,297.00	\$ 3,299.00	\$ 8,245.24	\$ 10,000.00
<b>7070</b>	<b>Maintenance</b>				
7071	Pool Chemicals	\$ -	\$ 6,172.00	\$ 3,442.05	\$ 5,200.00
7072	Building & Park Maintenance	\$ 3,821.00	\$ 11,506.00	\$ 28,368.05	\$ 11,950.00
7073	Accessibility Upgrades	\$ -		\$ 56.80	\$ 320.10
7074	Equipment Maintenance	\$ 8,063.00	\$ 1,896.00	\$ 12,688.03	\$ 12,814.00
7075	Fuel	\$ 11,614.00	\$ 8,981.00	\$ 10,827.79	\$ 10,000.00
7076	Janitorial	\$ 5,832.00	\$ 10,282.00	\$ 11,264.62	\$ 11,500.00
7077	Small Tools & Equipment	\$ 2,461.00	\$ 1,772.00	\$ 2,180.00	\$ 2,500.00
7078	Materials & Supplies (repairs/upkeep)	\$ 29,099.00	\$ 26,608.00	\$ 35,331.10	\$ 31,363.00
7079	Fleet Maintenance	\$ 1,692.00	\$ 33,396.00	\$ 5,225.22	\$ 5,000.00
7080	Master Plan Expenses	\$ 51,275.00	\$ -	\$ -	\$ -
7084	Meals & Entertainment	\$ 415.00	\$ 1,325.00	\$ 1,874.74	\$ 2,000.00
7090	Office Supplies	\$ 12,304.00	\$ 11,093.00	\$ 14,894.49	\$ 14,500.00
7120	Professional Development	\$ 8,768.00	\$ 12,266.00	\$ 11,414.92	\$ 10,000.00

<b>7150</b>	<b>Professional Fees</b>				
7151	Annual Audit	\$ 12,500.00	\$ 13,700.00	\$ 7,000.00	\$ 14,500.00
7152	Accounting	\$ 15,363.00	\$ 13,195.00	\$ 17,744.48	\$ 16,000.00
7153	Information Technology	\$ -	\$ 2,600.00	\$ 7,576.36	\$ 8,000.00
7155	Legal	\$ 20,439.00	\$ 7,272.00	\$ 20,112.65	\$ 20,000.00
7156	Payroll Expense	\$ 4,523.00	\$ 4,372.00	\$ 5,847.73	\$ 3,600.00
7160	Property Tax Collection Fee	\$ 10,180.40	\$ 12,432.00	\$ 11,264.89	\$ 12,000.00
7170	Publications & Legal	\$ 75.00	\$ -	\$ -	\$ -
7180	Security	\$ 1,287.00	\$ 1,214.00	\$ 4,843.95	\$ 2,500.00
7210	Telephone	\$ 13,371.00	\$ 14,638.00	\$ 14,739.16	\$ 11,100.00
7230	Uniforms & Apparel	\$ 5,323.00	\$ 4,280.00	\$ 2,593.83	\$ 3,500.00
<b>7250</b>	<b>Utilities</b>				
7252	Electric Service	\$ 45,293.00	\$ 44,388.00	\$ 48,299.43	\$ 46,400.00
7254	Gas Service	\$ 13,812.00	\$ 10,225.00	\$ 7,209.80	\$ 7,412.00
7256	Sanitation Services	\$ 16,804.00	\$ 12,714.00	\$ 18,993.36	\$ 17,830.75
7258	Water Service	\$ 13,122.00	\$ 10,171.00	\$ 8,565.14	\$ 7,860.00
7290	Operational Reserve (contingency)	\$ -	\$ -		
<b>7000</b>	<b>Total M&amp;O Expenses</b>	<b>\$ 361,690.67</b>	<b>\$ 329,298.00</b>	<b>\$ 385,255.25</b>	<b>\$ 416,863.59</b>
<b>5000/7000</b>	<b>TOTAL EXPENSES</b>	<b>\$ 442,418.66</b>	<b>\$ 431,919.53</b>	<b>\$ 493,399.40</b>	<b>\$ 531,628.59</b>

FISCAL YEAR 2016/17 BUDGET					
6000 - EMPLOYEE COMPENSATION					
Acct No.	Description	ACTUAL	ACTUAL	ACTUAL	BUDGET
		13/14	14/15	15/16	16/17
<b>6000</b>	<b>Employee Costs</b>				
6010	ADMINISTRATION	\$ 114,680.00	\$ 134,240.00	\$ 162,232.53	\$ 166,036.00
6010	RECREATION	\$ 119,020.00	\$ 145,828.00	\$ 138,539.75	\$ 163,884.00
6010	MAINTENANCE	\$ 150,840.00	\$ 182,136.00	\$ 187,428.51	\$ 142,276.00
<b>6010</b>	<b>Total Employee Wages</b>	<b>\$ 384,540.00</b>	<b>\$ 462,204.00</b>	<b>\$ 495,326.35</b>	<b>\$ 472,196.00</b>
6020	Employee Taxable Allowances	\$ -	\$ 4,257.00	\$ 3,289.15	\$ 12,600.00
6030	Safety Program	\$ -	\$ -		\$ 2,000.00
<b>6050</b>	<b>Benefits</b>				
6051	Group Medical	\$ 30,671.00	\$ 35,309.00	\$ 36,726.37	\$ 37,800.00
6055	CalPERS	\$ 33,937.00	\$ 24,097.00	\$ 27,774.02	\$ 22,000.00
6056	CalPERS Unfunded Liability	\$ -	\$ -	\$ 7,036.00	\$ 8,000.00
6058	Taxes (FICA)	\$ 38,819.00	\$ 44,618.00	\$ 45,482.74	\$ 44,000.00
6060	Reimbrused Expenses	\$ 1,808.00	\$ 637.00	\$ 422.24	\$ 1,000.00
6070	Vacation & Sick	\$ 17,526.00	\$ 5,489.00	\$ 1,926.72	\$ 1,500.00
6090	Workers Comp (%5 proj.)	\$ 15,215.00	\$ 19,992.00	\$ 12,917.01	\$ 21,000.00
<b>6000</b>	<b>Total Employee Costs</b>	<b>\$ 522,516.00</b>	<b>\$ 596,603.00</b>	<b>\$ 630,900.60</b>	<b>\$ 622,096.00</b>



FISCAL YEAR 2016/17 BUDGET ADMINISTRATION DEPARTMENT					
	EMPLOYEE WAGES	ACTUAL	ACTUAL	ACTUAL	BUDGET
Acct No.	Description	13/14	14/15	15/16	16/17
6010	ADMINISTRATION WAGES	\$ 114,680.00	\$ 134,240.00	\$ 162,232.53	\$ 166,036.00
	REVENUE				
Acct No.	Description				
4000	Income				
4010	Property Taxes	\$ 703,723.00	\$ 814,891.00	\$ 865,065.22	\$ 845,000.00
4020	Interest Income	\$ 3,203.00	\$ 2,745.00	\$ 2,017.09	\$ 2,500.00
4610	Billable Expense Income	\$ 14,702.00	\$ 13,824.00	\$ 15,385.59	\$ 15,000.00
4211	Grant Income	\$ -	\$ -		\$ 12,500.00
4215	Donations	\$ -	\$ 30,100.00	\$ 3,000.00	\$ 120,000.00
4000	Total Income	\$ 721,628.00	\$ 861,560.00	\$ 885,467.90	\$ 995,000.00
	EXPENSES				
Acct No.	Description				
7000	Expenses				
7010	Advertising & Marketing	\$ 20,016.00	\$ 14,044.00	\$ 24,809.98	\$ 28,000.36
7015	Loan repayment			\$ -	\$ 49,797.38
7020	Bank Service Charges	\$ 5,920.00	\$ 7,118.00	\$ 6,750.83	\$ 8,966.00
7026	Charitable Contribution	\$ 3,050.00	\$ 1,941.00	\$ 2,994.57	\$ 3,000.00
7030	Dues & Subscriptions	\$ 2,625.00	\$ 6,887.00	\$ 7,849.20	\$ 5,250.00
7035	Equipment Rent & Lease				
7037	Office Equipment Rental	\$ 4,152.00	\$ 3,918.00	\$ 439.37	\$ 500.00
7050	Insurance				
7051	Auto Insurance	\$ 2,924.00	\$ 2,588.00	\$ 4,162.98	\$ 4,000.00
7052	HUB Insurance	\$ -	\$ -		
7053	Property Insurance	\$ 8,707.00	\$ 7,735.00	\$ 9,366.52	\$ 10,000.00
7055	Liability Insurance	\$ 3,304.00	\$ 5,170.00	\$ 7,375.49	\$ 8,000.00
7056	Interest Expense	\$ 229.27	\$ -	\$ -	\$ -
7060	Licenses & Fees	\$ 3,297.00	\$ 3,299.00	\$ 8,245.24	\$ 10,000.00
7080	Master Plan Expenses	\$ 51,275.00	\$ -	\$ -	\$ -
7084	Meals & Entertainment	\$ 415.00	\$ 1,325.00	\$ 1,874.74	\$ 2,000.00
7090	Office Supplies	\$ 12,304.00	\$ 11,093.00	\$ 14,894.49	\$ 14,500.00
7120	Professional Development	\$ 8,768.00	\$ 12,266.00	\$ 11,414.92	\$ 10,000.00
7150	Professional Fees				
7151	Annual Audit	\$ 12,500.00	\$ 13,700.00	\$ 7,000.00	\$ 14,500.00
7152	Accounting	\$ 15,363.00	\$ 13,195.00	\$ 17,744.48	\$ 16,000.00
7153	Information Technology	\$ -	\$ 2,600.00	\$ 7,576.36	\$ 8,000.00
7155	Legal	\$ 20,439.00	\$ 7,272.00	\$ 20,112.65	\$ 20,000.00
7156	Payroll Expense	\$ 4,523.00	\$ 4,372.00	\$ 5,847.73	\$ 3,600.00
7160	Property Tax Collection Fee	\$ 10,180.40	\$ 12,432.00	\$ 11,264.89	\$ 12,000.00
7170	Publications & Legal	\$ 75.00	\$ -	\$ -	\$ -
7210	Telephone	\$ 13,371.00	\$ 14,638.00	\$ 14,739.16	\$ 11,100.00
7230	Uniforms & Apparel	\$ 5,323.00	\$ 4,280.00	\$ 2,593.83	\$ 3,500.00
7290	Operational Reserve (contingency)	\$ -	\$ -	\$ -	\$ -
7000	Total Expenses	\$ 208,760.67	\$ 149,873.00	\$ 187,057.43	\$ 242,713.74

FISCAL YEAR 2016/17 BUDGET					
MAINTENANCE DEPARTMENT					
	EMPLOYEE WAGES	ACTUAL	ACTUAL	ACTUAL	BUDGET
Acct No.	Description	13/14	14/15	15/16	16/17
6010	<b>MAINTENANCE WAGES</b>	\$ 150,840.00	\$ 182,136.00	\$ 187,428.51	\$ 142,276.00
4050	Facility Revenues	\$ 140,060.00	\$ 125,610.00	\$ 122,802.75	\$ 121,325.00
4211	Grant Income	\$ -	\$ -		\$ -
4213	Sponsorship	\$ -	\$ -	\$ -	
	<b>Total Revenue</b>	\$ 140,060.00	\$ 125,610.00	\$ 122,802.75	\$ 121,325.00
	<b>EXPENSES</b>				
Acct No.	Description				
<b>7035</b>	<b>Equipment Rent &amp; Lease</b>				
7036	Maintenance Equipment Rental	\$ 30.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00
<b>7070</b>	<b>Maintenance</b>				
7071	Pool Chemicals	\$ -	\$ 6,172.00	\$ 3,442.05	\$ 5,200.00
7072	Building Maintenance	\$ 3,821.00	\$ 11,506.00	\$ 28,368.05	\$ 11,950.00
7073	Accessibility Upgrades	\$ -		\$ 56.80	\$ 320.10
7074	Equipment Maintenance	\$ 8,063.00	\$ 1,896.00	\$ 12,688.03	\$ 12,814.00
7075	Fuel	\$ 11,614.00	\$ 8,981.00	\$ 10,827.79	\$ 10,000.00
7076	Janitorial	\$ 5,832.00	\$ 10,282.00	\$ 11,264.62	\$ 11,500.00
7077	Small Tools & Equipment	\$ 2,461.00	\$ 1,772.00	\$ 2,180.00	\$ 2,500.00
7078	Materials & Supplies	\$ 29,099.00	\$ 26,608.00	\$ 35,331.10	\$ 31,363.00
7079	Fleet Maintenance	\$ 1,692.00	\$ 33,396.00	\$ 5,225.22	\$ 5,000.00
7180	Security	\$ 1,287.00	\$ 1,214.00	\$ 5,000.00	\$ 2,500.00
<b>7250</b>	<b>Utilities</b>				
7252	Electric Service	\$ 45,293.00	\$ 44,388.00	\$ 48,299.43	\$ 46,400.00
7254	Gas Service	\$ 13,812.00	\$ 10,225.00	\$ 7,209.80	\$ 7,412.00
7256	Sanitation Services	\$ 16,804.00	\$ 12,714.00	\$ 18,993.36	\$ 17,830.75
7258	Water Service	\$ 13,122.00	\$ 10,171.00	\$ 8,565.14	\$ 7,860.00
	<b>Total Expenses</b>	\$ 152,930.00	\$ 179,425.00	\$ 199,951.39	\$ 175,149.85

FISCAL YEAR 2016/17 BUDGET					
RECREATION DEPARTMENT					
	EMPLOYEE WAGES	ACTUAL	ACTUAL	ACTUAL	BUDGET
Acct No.	Description	13/14	14/15	15/16	16/17
6010	RECREATION WAGES	\$ 119,020.00	\$ 145,828.00	\$ 138,539.75	\$ 163,884.00
	REVENUE				
Acct No.	Description				
4030	Adult Program Revenues	\$ 23,210.00	\$ 29,701.00	\$ 21,716.43	\$ 25,525.00
4200	Contracted Class Revenues	\$ 31,355.00	\$ 40,554.00	\$ 41,025.41	\$ 25,525.00
4210	Event Revenues	\$ 30,662.00	\$ 27,241.00	\$ 32,162.25	\$ 35,800.00
4213	Sponsorship	\$ 23,170.00	\$ 35,738.00	\$ 34,000.00	\$ 21,400.00
4300	Youth Program Revenues	\$ 74,509.00	\$ 67,375.00	\$ 71,305.00	\$ 78,600.00
4211	Grant Income	\$ -	\$ -	\$ 2,500.00	\$ -
4215	Donations	\$ -	\$ -	\$ -	\$ -
1215	Scholarships Revenue Recievable	\$ 613.00	\$ 613.00	\$ 1,500.00	\$ 1,500.00
4704	Sales				
4701	Beer Sales Taxable	\$ 2,850.00	\$ 144.00	\$ 200.00	\$ 200.00
4703	Food Sales Taxable	\$ 329.00	\$ 652.00	\$ 500.00	\$ 500.00
4705	Food Sale Non-Taxable	\$ -	\$ 256.00	\$ 400.00	\$ 400.00
4707	Merchandise Sales Taxable	\$ 451.00	\$ 112.00	\$ 100.00	\$ -
4709	Soda Sales	\$ 200.00	\$ 166.00	\$ 300.00	\$ 100.00
4711	Vending Sales	\$ 309.00	\$ 215.00	\$ 400.00	\$ 200.00
	Gross Recreation Revenue	\$ 187,658.00	\$ 202,767.00	\$ 206,109.09	\$ 189,750.00
	EXPENSES				
Acct No.	Description				
5000	Program Expenses				
5001	Adult Program Costs	\$ 2,490.00	\$ 3,375.00	\$ 7,221.45	\$ 8,080.00
5004	Contracted Classes Costs	\$ 14,708.00	\$ 30,134.00	\$ 29,417.67	\$ 26,940.00
5005	Event Costs	\$ 39,508.99	\$ 47,540.65	\$ 43,829.03	\$ 47,150.00
5008	Youth Program Costs	\$ 19,568.00	\$ 19,700.88	\$ 22,706.21	\$ 25,845.00
5704	Purchases for Resale				
5701	Beer Purchases	\$ 1,740.00	\$ 219.00	\$ 1,500.00	\$ 500.00
5703	Food Purchases	\$ 631.00	\$ 483.00	\$ 700.00	\$ 500.00
5707	Merchandise Purchases	\$ 1,139.00	\$ 49.00	\$ 1,000.00	\$ 1,000.00
5709	Soda Purchases	\$ 86.00	\$ 187.00	\$ 100.00	\$ 250.00
4650	Discounts Given	\$ 244.00	\$ 320.00	\$ 500.00	\$ 3,500.00
5	Scholarships Revenue Receivable	\$ 613.00	\$ 613.00	\$ 5,000.00	\$ 1,000.00
5000	Program Expenses	\$ 80,727.99	\$ 102,621.53	\$ 111,974.36	\$ 114,765.00



**FISCAL YEAR 2016/17 BUDGET**
**F: BRITE LAKE**

Acct No.	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
<b>4050</b>	<b>Facility Revenues</b>				
	Brite Lake	\$ 5,850.00	\$ 2,681.00	\$ 300.00	\$ 200.00
	Brite Lake: Annual Permit	\$ 2,315.00	\$ 1,930.00	\$ 1,260.00	\$ 1,500.00
	Brite Lake: Annual Senior Permit	\$ 2,095.00	\$ 1,550.00	\$ 1,245.00	\$ 1,100.00
	Brite Lake: Boat Launching Permit	\$ 717.00	\$ 420.00	\$ 510.00	\$ 500.00
	Brite Lake: Camping	\$ 60,412.00	\$ 56,541.00	\$ 77,034.87	\$ 76,000.00
	Brite Lake: Day Use	\$ 27,424.00	\$ 19,306.00	\$ 18,332.35	\$ 18,000.00
<b>4050</b>	<b>Gross Facility Revenues</b>	<b>\$ 98,813.00</b>	<b>\$ 82,428.00</b>	<b>\$ 98,682.22</b>	<b>\$ 97,300.00</b>
<b>7000</b>	<b>Expenses</b>				
7072	Building & Park Maintenance	\$ -	\$ -	\$ -	\$ -
7074	Equipment Maintenance	\$ -	\$ -	\$ -	\$ -
7078	Materials & Supplies	\$ 3,018.00	\$ 4,015.00	\$ 2,683.25	\$ 2,113.00
7180	Security	\$ -			\$ 500.00
7210	Telephone	\$ 855.00	\$ 827.00	\$ 1,070.79	
7252	Electric Service	\$ 15,977.00	\$ 18,169.00	\$ 27,317.22	\$ 22,000.00
7254	Gas Service	\$ 395.00		\$ 140.81	\$ 250.00
7256	Sanitation Services	\$ 11,164.00	\$ 8,363.00	\$ 12,224.90	\$ 12,500.00
7258	Water Service	\$ 54.00	\$ 41.00	\$ 54.08	\$ 60.00
<b>7000</b>	<b>Total Expenses</b>	<b>\$ 31,463.00</b>	<b>\$ 31,415.00</b>	<b>\$ 43,491.05</b>	<b>\$ 37,423.00</b>
	<b>Net Facility Revenue</b>	<b>\$ 67,350.00</b>	<b>\$ 51,013.00</b>	<b>\$ 55,191.17</b>	<b>\$ 59,877.00</b>
<b>1163</b>	<b>Reserves (equipment)</b>	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR 2016/17 BUDGET					
F: CENTRAL PARK					
Acct No.	Description				
		ACTUAL	ACTUAL	ACTUAL	BUDGET
		13/14	14/15	15/16	16/17
<b>4050</b>	<b>Facility Revenues</b>				
	Central Park	\$ 1,950.00	\$ 1,425.00	\$ 1,500.00	\$ 1,500.00
<b>4050</b>	<b>Gross Facility Revenues</b>	\$ 1,950.00	\$ 1,425.00	\$ 1,500.00	\$ 1,500.00
<b>7000</b>	<b>Expenses</b>				
7072	Building & Park Maintenance	\$ 50.00	\$ 262.00	\$ 15,025.00	\$ 7,500.00
7074	Equipment Maintenance	\$ 162.00	\$ -		\$ -
7078	Materials & Supplies	\$ 2,117.00	\$ 3,613.00	\$ 7,136.53	\$ 2,000.00
7180	Security	\$ -	\$ -	\$ -	
7210	Telephone	\$ -	\$ -	\$ -	\$ -
7252	Electric Service	\$ -	\$ -		\$ -
7254	Gas Service	\$ -	\$ -	\$ -	\$ -
7256	Sanitation Services	\$ 2,421.00	\$ 1,883.00	\$ 1,748.60	2,500.00
7258	Water Service	\$ -		\$ -	\$ -
<b>7000</b>	<b>Total Expenses</b>	\$ 4,750.00	\$ 5,758.00	\$ 23,910.13	\$ 12,000.00
	<b>Net Facility Revenue</b>	\$ (2,800.00)	\$ (4,333.00)	\$ (22,410.13)	\$ (10,500.00)
<b>1163</b>	<b>Reserves</b>	\$ -	\$ -	\$ -	\$ -



FISCAL YEAR 2016/17 BUDGET					
F: DISTRICT OFFICE					
Acct No.	Description				
7000	Expenses	ACTUAL	ACTUAL	ACTUAL	BUDGET
		13/14	14/15	15/16	16/17
7072	Building & Park Maintenance	\$ 385.00	\$ 1,271.00	\$ 3,307.13	\$ 1,200.00
7074	Equipment Maintenance	\$ 5,893.00	\$ -	\$ 500.00	\$ 100.00
7078	Materials & Supplies	\$ 1,118.00	\$ 2,581.00	\$ 4,328.19	\$ 500.00
7180	Security	\$ 332.00	\$ 275.00		\$ 500.00
7210	Telephone	\$ 5,669.00	\$ 5,705.00	\$ 9,850.11	\$ 9,600.00
7252	Electric Service	\$ 2,532.00	\$ 2,506.00	\$ 2,577.50	\$ 2,500.00
7254	Gas Service	\$ 816.00	\$ 1,759.00	\$ 802.89	\$ 900.00
7256	Sanitation Services	\$ 233.00	\$ -	\$ -	\$ -
7258	Water Service	\$ -	\$ -	\$ -	\$ -
7000	Total Expenses	\$ 16,978.00	\$ 14,097.00	\$ 21,365.82	\$ 15,300.00
1163	Reserves	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR 2016/17 BUDGET					
F: DYE NATATORIUM					
Acct No.	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 5 mos 16/17
<b>4050</b>	<b>Facility Revenues</b>				
	Dye Natatorium	\$ 11,260.00	\$ 20,751.00	\$ 4,860.00	\$ 6,300.00
	<b>Gross Facility Revenue</b>	\$ 11,260.00	\$ 20,751.00	\$ 4,860.00	\$ 6,300.00
<b>7000</b>	<b>Expenses</b>				
7072	Building & Park Maintenance	\$ 2,193.00	\$ 5,655.00	\$ 6,078.22	\$ 900.00
7074	Equipment Maintenance	\$ 640.00	\$ 621.00	\$ 3,607.00	\$ 7,214.00
7078	Materials & Supplies	\$ 3,933.00	\$ 3,410.00	\$ 5,581.36	\$ 500.00
7081	Pool Chemicals	\$ 7,214.00	\$ 6,173.00	\$ 3,456.39	\$ 4,500.00
		\$ -	\$ -		
7180	Security	\$ 255.00	\$ 389.00		\$ -
7210	Telephone	\$ 1,914.00	\$ 1,919.00	\$ 1,370.43	
7252	Electric Service	\$ 8,105.00	\$ 6,765.00	\$ 5,217.91	\$ 5,000.00
7254	Gas Service	\$ 10,334.00	\$ 7,185.00	\$ 3,442.82	\$ 5,500.00
7256	Sanitation Services	\$ -	\$ -	\$ -	\$ -
7258	Water Service	\$ -	\$ -	\$ 729.39	
<b>7000</b>	<b>Total Expenses</b>	\$ 34,588.00	\$ 32,117.00	\$ 29,483.52	\$ 23,614.00
	<b>Net Facility Revenue</b>	\$ (23,328.00)	\$ (11,366.00)	\$ (24,623.52)	\$ (17,314.00)
<b>1163</b>	<b>Reserves</b>	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR 2016/17 BUDGET					
F: MAINTENANCE YARD					
Acct No.	Description				
		ACTUAL	ACTUAL	ACTUAL	BUDGET
4050	Facility Revenues	13/14	14/15	15/16	16/17
	Maintenance Yard	\$ -	\$ -	\$ -	\$ -
	<b>Gross Facility Revenue</b>	\$ -	\$ -	\$ -	\$ -
<b>7000</b>	<b>Expenses</b>				
7072	Building & Park Maintenance	\$ -	\$ 135.00	\$ 95.88	\$ 200.00
7074	Equipment Maintenance	\$ 1,187.00	\$ 1,897.00	\$ 8,567.79	\$ 4,000.00
7078	Materials & Supplies	\$ 482.00	\$ 1,600.00	\$ 4,458.12	\$ 15,000.00
7180	Security	\$ -	\$ -	\$ -	\$ -
7210	Telephone	\$ -	\$ -	\$ 889.97	\$ -
7252	Electric Service	\$ -	\$ -	\$ -	\$ -
7254	Gas Service	\$ -	\$ -	\$ -	\$ -
7256	Sanitation Services	\$ -	\$ -	\$ 302.60	\$ -
7258	Water Service	\$ -	\$ -	\$ -	\$ -
<b>7000</b>	<b>Total Expenses</b>	\$ 1,669.00	\$ 3,632.00	\$ 14,314.36	\$ 19,200.00
	<b>Net Facility Revenue</b>	\$ (1,669.00)	\$ (3,632.00)	\$ (14,314.36)	\$ (19,200.00)
<b>1163</b>	<b>Reserves (Fleet)</b>	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR 2016/17 BUDGET					
F: MEADOWBROOK PARK					
Acct No.	Description				
		ACTUAL	ACTUAL	ACTUAL	BUDGET
4050	Facility Revenues	13/14	14/15	15/16	16/17
	Meadowbrook Park	\$ -	\$ 125.00	\$ 500.00	\$ 125.00
	<b>Gross Facility Revenue</b>	\$ -	\$ 125.00	\$ 500.00	\$ 125.00
<b>7000</b>	<b>Expenses</b>				
7072	Building & Park Maintenance	\$ -	\$ 338.00	\$ 186.35	\$ 400.00
7074	Equipment Maintenance	\$ 162.00	\$ 1,417.00	\$ 13.24	\$ -
7078	Materials & Supplies	\$ 2,252.00	\$ 205.00	\$ 2,673.01	\$ 3,000.00
7180	Security	\$ -	\$ -		\$ -
7210	Telephone	\$ -	\$ -		
7252	Electric Service	\$ 2,198.00	\$ 1,374.00	\$ 1,526.87	\$ 4,000.00
7254	Gas Service	\$ -	\$ -	\$ -	\$ -
7256	Sanitation Services	\$ 2,237.00	\$ 1,726.00	\$ 745.75	\$ 1,105.75
7258	Water Service	\$ -	\$ -	\$ -	\$ -
<b>7000</b>	<b>Total Expenses</b>	\$ 6,849.00	\$ 5,060.00	\$ 5,145.22	\$ 8,505.75
	<b>Net Facility Revenue</b>	\$ (6,849.00)	\$ (4,935.00)	\$ (4,645.22)	\$ (8,380.75)
<b>1163</b>	<b>Reserves</b>	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR 2016/17 BUDGET					
F: STEVEN SHY					
Acct No.	Description				
		ACTUAL	ACTUAL	ACTUAL	BUDGET
4050	Facility Revenues	13/14	14/15	15/16	16/17
	Steven Shy	\$ 415.00	\$ 50.00	\$ 80.00	\$ 100.00
	<b>Gross Facility Revenue</b>	\$ 415.00	\$ 50.00	\$ 80.00	\$ 100.00
7000	Expenses				
7072	Building & Park Maintenance	\$ -	\$ 527.00	\$ 1,884.83	\$ 500.00
7074	Equipment Maintenance	\$ -	\$ -	\$ -	\$ 1,000.00
7078	Materials & Supplies	\$ 552.00	\$ 1,033.00	\$ 770.22	\$ 250.00
7180	Security	\$ 255.00	\$ 275.00	\$ -	
7210	Telephone	\$ 1,080.00	\$ 2,124.00	\$ 217.92	\$ -
7252	Electric Service	\$ 1,336.00	\$ 901.00	\$ 803.77	\$ 900.00
7254	Gas Service	\$ 406.00	\$ 310.00	\$ 379.59	\$ 400.00
7256	Sanitation Services	\$ -	\$ -	\$ 567.78	\$ -
7258	Water Service	\$ -	\$ -	\$ -	\$ -
<b>7000</b>	<b>Total Expenses</b>	\$ 3,629.00	\$ 5,170.00	\$ 4,624.11	\$ 3,050.00
	<b>Net Facility Revenue</b>	\$ (3,214.00)	\$ (5,120.00)	\$ (4,544.11)	\$ (2,950.00)
<b>1163</b>	<b>Reserves</b>	\$ -	\$ -	\$ -	\$ -



FISCAL YEAR 2016/17 BUDGET					
F: SKATE PARK					
Acct No.	Description				
		ACTUAL	ACTUAL	ACTUAL	BUDGET
4050	Facility Revenues	13/14	14/15	15/16	16/17
	Stake Park	\$ -	\$ -	0	0
	<b>Gross Facility Revenue</b>	\$ -	\$ -	0	0
<b>7000</b>	<b>Expenses</b>				
7072	Building & Park Maintenance	\$ -	\$ -	\$ -	\$ -
7074	Equipment Maintenance	\$ -	\$ -	\$ -	\$ -
7078	Materials & Supplies	\$ 2,321.00	\$ 3,652.00	\$ 142.03	\$ 3,000.00
7180	Security	\$ -	\$ -	\$ -	\$ 500.00
7210	Telephone	\$ -	\$ -	\$ -	\$ -
7252	Electric Service	\$ -	\$ -	\$ -	\$ -
7254	Gas Service	\$ -	\$ -	\$ -	\$ -
7256	Sanitation Services	\$ 724.00	\$ 390.00	\$ 669.00	\$ 725.00
7258	Water Service	\$ -	\$ -	\$ -	\$ -
<b>7000</b>	<b>Total Expenses</b>	\$ 3,045.00	\$ 4,042.00	\$ 811.03	\$ 4,225.00
	<b>Net Facility Revenue</b>	<b>\$ (3,045.00)</b>	<b>\$ (4,042.00)</b>	<b>\$ (811.03)</b>	<b>\$ (4,225.00)</b>
<b>1163</b>	<b>Reserves</b>	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR 2016/17 BUDGET					
F: WEST PARK					
Acct. No	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
<b>4050</b>	<b>Facility Revenue</b>				
	West Park	\$ 3,250.00	\$ 3,070.00	\$ 4,310.53	\$ 4,000.00
	<b>Gross Facility Revenue</b>	<b>\$ 3,250.00</b>	<b>\$ 3,070.00</b>	<b>\$ 4,310.53</b>	<b>\$ 4,000.00</b>
<b>7000</b>	<b>Expenses</b>				
7072	Building & Park Maintenance	\$ 876.00	\$ 2,280.00	\$ 1,765.00	\$ 1,000.00
7074	Equipment Maintenance	\$ 81.00	\$ -	\$ -	\$ -
7078	Materials & Supplies	\$ 3,868.00	\$ 5,028.00	\$ 5,736.73	\$ 4,000.00
7180	Security	\$ -	\$ -	\$ -	
7210	Telephone	\$ -	\$ -	\$ -	\$ -
7252	Electric Service	\$ 7,498.00	\$ 8,888.00	\$ 7,140.03	\$ 7,500.00
7254	Gas Service	\$ 21.00	\$ -	\$ -	\$ -
7256	Sanitation Services	\$ 875.00	\$ 342.00	\$ 2,734.73	\$ 1,000.00
7258	Water Service	\$ 12,729.00	\$ 10,130.00	\$ 7,781.67	\$ 7,800.00
<b>7000</b>	<b>Total Expenses</b>	<b>\$ 25,948.00</b>	<b>\$ 26,668.00</b>	<b>\$ 25,158.16</b>	<b>\$ 21,300.00</b>
	<b>Net Facility Revenue</b>	<b>\$ (22,698.00)</b>	<b>\$ (23,598.00)</b>	<b>\$ (20,847.63)</b>	<b>\$ (17,300.00)</b>
<b>1163</b>	<b>Reserves</b>	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR 2016/17 BUDGET					
F: UNDEVELOPED PROPERTIES					
Acct. No	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
<b>4050</b>	<b>Facility Revenue</b>				
	Undeveloped Properties	\$ -	\$ -	\$ -	\$ -
	<b>Gross Facility Revenue</b>	\$ -	\$ -	\$ -	\$ -
<b>7000</b>	<b>Expenses</b>				
7072	Building Maintenance	\$ -	\$ -	\$ -	\$ -
7074	Equipment Maintenance	\$ -	\$ -	\$ -	\$ -
7078	Materials & Supplies	\$ -	\$ -	\$ -	\$ -
7180	Security	\$ -	\$ -		
7210	Telephone	\$ -	\$ -		
7252	Electric Service	\$ -	\$ -		
7254	Gas Service	\$ -	\$ -		
7256	Sanitation Services	\$ -	\$ -		
7258	Water Service	\$ -	\$ -		
<b>7000</b>	<b>Total Expenses</b>	\$ -	\$ -	\$ -	\$ -
	<b>Net Facility Revenue</b>	\$ -	\$ -	\$ -	\$ -
<b>1163</b>	<b>Reserves</b>	\$ -	\$ -	\$ -	\$ -



FISCAL YEAR 2016/17 BUDGET					
F: WPAC					
Acct. No	Description	ACTUAL	ACTUAL	ACTUAL	BUDGET
4050	Facility Revenue	13/14	14/15	15/16	16/17
	WPAC	\$ 14,822.00	\$ 9,597.00	\$ 12,870.00	\$ 12,000.00
	<b>Gross Facility Revenue</b>	<b>\$ 14,822.00</b>	<b>\$ 9,597.00</b>	<b>\$ 12,870.00</b>	<b>\$ 12,000.00</b>
<b>7000</b>	<b>Expenses</b>				
7072	Building & Park Maintenance	\$ 318.00	\$ 1,039.00	\$ 25.64	\$ 250.00
7074	Equipment Maintenance	\$ -	\$ -	\$ -	\$ 500.00
7078	Materials & Supplies	\$ 279.00	\$ 1,471.00	\$ 1,821.66	\$ 1,000.00
7180	Security	\$ 544.00	\$ 275.00	\$ -	
7210	Telephone	\$ 1,381.00	\$ 1,951.00	\$ 1,339.94	
7252	Electric Service	\$ 7,682.00	\$ 5,760.00	\$ 3,716.13	\$ 4,500.00
7254	Gas Service	\$ 1,439.00	\$ 971.00	\$ 2,443.69	\$ 2,300.00
7256	Sanitation Services	\$ -	\$ -	\$ -	\$ -
7258	Water Service	\$ -	\$ -	\$ -	\$ -
<b>7000</b>	<b>Total Expenses</b>	<b>\$ 11,643.00</b>	<b>\$ 11,467.00</b>	<b>\$ 9,347.06</b>	<b>\$ 8,550.00</b>
	<b>Net Facility Revenue</b>	<b>\$ 3,179.00</b>	<b>\$ (1,870.00)</b>	<b>\$ 3,522.94</b>	<b>\$ 3,450.00</b>
<b>1163</b>	<b>Reserves</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>

FISCAL YEAR 2016/17 BUDGET					
4030 - ADULT PROGRAM INCOME VS. EXPENSES					
Class	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
<b>4030</b>	<b>Adult Program Revenues</b>				
	Adult Lap Swim	\$ 7,193.00	\$ 5,370.00	\$ 2,026.00	\$ 5,000.00
	Coed Softball	\$ -	\$ 4,156.00	\$ 4,700.00	\$ 4,500.00
	Deep Water Aerobics	\$ 345.00	\$ 485.00	\$ -	\$ -
	Mens Basketball	\$ 5,928.00	\$ 5,489.00	\$ 5,548.25	\$ 5,000.00
	Mens Softball	\$ -	\$ 4,350.00	\$ 4,000.00	\$ 2,700.00
	Open Gym	\$ 745.00	\$ 1,917.00	\$ 2,967.18	\$ 3,000.00
	Trial Program	\$ -	\$ -	\$ -	\$ 625.00
	Pool Pass	\$ 8,350.00	\$ 1,950.00	\$ -	\$ 2,000.00
	Womens Softball	\$ 1,500.00	\$ 2,400.00	\$ 2,475.00	\$ 2,700.00
<b>4030</b>	<b>Gross Program Revenues</b>	<b>\$ 24,061.00</b>	<b>\$ 26,117.00</b>	<b>\$ 21,716.43</b>	<b>\$ 25,525.00</b>
<b>5001</b>	<b>Adult Program Costs</b>				
	Adult Lap Swim	\$ 379.00	\$ -	\$ -	\$ -
	Coed Softball	\$ -	\$ 714.00	\$ 1,527.77	\$ 1,980.00
	Deep Water Aerobics	\$ 260.00	\$ -	\$ -	\$ -
	Mens Basketball	\$ 500.00	\$ 1,420.00	\$ 2,713.68	\$ 2,800.00
	Mens Softball	\$ 653.00	\$ 1,001.00	\$ 1,113.99	\$ 1,500.00
	Open Gym	\$ -	\$ -	\$ -	\$ 100.00
	Trial Program	\$ -	\$ -	\$ 734.47	\$ 200.00
	Pool Pass	\$ 24.00	\$ -	\$ -	\$ -
	Womens Softball	\$ 674.00	\$ 240.00	\$ 1,131.54	\$ 1,500.00
<b>5001</b>	<b>Total Adult Program Costs</b>	<b>\$ 2,490.00</b>	<b>\$ 3,375.00</b>	<b>\$ 7,221.45</b>	<b>\$ 8,080.00</b>
	<b>Net Adult Program Revenues</b>	<b>\$ 21,571.00</b>	<b>\$ 22,742.00</b>	<b>\$ 14,494.98</b>	<b>\$ 17,445.00</b>

<b>FISCAL YEAR 2016/17 BUDGET</b>					
<b>4200 - CONTRACT CLASS INCOME VS. EXPENSES</b>					
Class					
	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
<b>4200</b>	<b>Contract Class Revenues</b>				
	Aqua Zumba (discontinued)	\$ 977.00	\$ 700.00		
	Ballroom Dance	\$ 2,870.00	\$ 2,180.00	\$ 2,122.00	\$ 1,900.00
	Basketball Lessons	\$ 80.00	\$ 355.00	\$ -	\$ -
	Lifeguard Training	\$ 2,670.00	\$ 7,895.00		
	Mad Science (discontinued)	\$ 3,985.00	\$ 680.00	\$ -	\$ -
	Parent & Me Craft Fee	\$ 50.00	\$ 485.00	\$ 1,228.47	\$ 1,000.00
	Parent & Me	\$ 3,600.00	\$ 3,352.00	\$ 3,648.00	\$ 4,000.00
	Playwell	\$ 7,775.00	\$ 2,660.00	\$ 10,360.00	\$ 7,500.00
	Spring Volleyball	\$ 1,554.00	\$ 2,730.00	\$ 770.00	\$ 1,000.00
	Summer Volleyball	\$ 300.00	\$ 1,050.00	\$ 1,835.00	\$ -
	THS Basketball Camp	\$ 3,300.00	\$ 1,175.00	\$ -	\$ -
	Tot Enrichment	\$ 8,661.00	\$ 8,802.00	\$ 14,084.50	\$ 14,000.00
	Tot Enrichment Craft Fee	\$ 120.00	\$ 723.00	\$ 2,244.03	\$ 1,200.00
	Trial Programs - British Soccer	\$ 60.00	\$ -	\$ 175.00	\$ 175.00
	Water Workout	\$ 1,155.00	\$ 1,860.00	\$ 1,400.00	\$ 1,400.00
	Zumba	\$ 4,364.00	\$ 2,881.00	\$ 2,847.00	\$ 2,500.00
	Trail - Misc.			\$ 311.41	
<b>4200</b>	<b>Gross Class Revenues</b>	<b>\$ 41,521.00</b>	<b>\$ 37,528.00</b>	<b>\$ 41,025.41</b>	<b>\$ 34,675.00</b>
<b>5004</b>	<b>Contract Class Costs</b>				
	Aqua Zumba (discontinued)	\$ -	\$ 1,480.00	\$ -	
	Ballroom Dance	\$ 260.00	\$ 1,025.00	\$ 925.00	\$ 1,000.00
	Basketball Lessons	\$ -	\$ 198.00		\$ -
	Lifeguard Training	\$ 1,475.00	\$ 3,600.00	\$ -	\$ -
	Mad Science (discontinued)	\$ 2,107.00	\$ 2,086.00	\$ -	\$ -
	Parent & Me Craft Fee	\$ 350.00	\$ -	\$ 320.68	\$ 400.00
	Parent & Me	\$ -	\$ 3,895.00	\$ 4,564.10	\$ 5,000.00
	Playwell	\$ 5,710.00	\$ 4,275.00	\$ 7,475.00	\$ 4,600.00
	Spring Volleyball	\$ 780.00	\$ -	\$ 676.80	\$ 800.00
	Summer Volleyball	\$ 300.00	\$ 895.00	\$ 1,375.36	\$ -
	THS Basketball Camp	\$ 2,694.00	\$ 560.00	\$ -	\$ -
	Tot Enrichment	\$ 300.00	\$ 8,890.00	\$ 10,156.20	\$ 11,000.00
	Tot Enrichment Craft Fee	\$ -	\$ 66.00	\$ 824.53	\$ 800.00
	Trial Programs	\$ -	\$ -	\$ -	\$ -
	Water Workout	\$ 672.00	\$ 964.00	\$ 480.00	\$ 540.00
	Zumba	\$ 60.00	\$ 2,200.00	\$ 2,620.00	\$ 2,800.00
<b>5400</b>	<b>Total Contact Classes Costs</b>	<b>\$ 14,708.00</b>	<b>\$ 30,134.00</b>	<b>\$ 29,417.67</b>	<b>\$ 26,940.00</b>
	<b>Net Contact Class Revenues</b>	<b>\$ 26,813.00</b>	<b>\$ 7,394.00</b>	<b>\$ 11,607.74</b>	<b>\$ 7,735.00</b>



FISCAL YEAR 2016/17 BUDGET					
4210 -EVENT INCOME VS EXPENSES					
Class	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
<b>4210</b>	<b>Event Revenues</b>				
	Egg Hunt	\$ -	\$ -	\$ -	\$ -
	Fishing Derby	\$ 8,829.00	\$ 6,340.00	\$ -	\$ 6,500.00
	Fourth of July Parade	\$ -	\$ -	\$ -	\$ -
	Kid Color Fun Run	\$ -	\$ -	\$ -	\$ -
	Mountain Gallop 5k/10k	\$ 4,752.00	\$ 6,887.00	\$ 5,015.00	\$ 5,000.00
	Movies in the Park	\$ -	\$ 370.00	\$ -	\$ -
	Music in the Park	\$ -	\$ 365.00	\$ -	\$ -
	Old Timers Reunion	\$ 813.00	\$ 316.00	\$ 1,090.00	\$ 1,000.00
	Partner Events	\$ -	\$ -	\$ 500.00	\$ -
	Run/Ride with the Wind 5k	\$ 2,676.00	\$ 4,622.00	\$ 4,353.00	\$ 5,000.00
	Tarmac 5k	\$ 2,947.00	\$ 2,831.00	\$ 2,357.00	\$ -
	Tarmac Kids One Mile Run	\$ 410.00	\$ 392.00	\$ 185.00	\$ -
	Trial Programs	\$ -	\$ 281.00	\$ 50.00	\$ 3,000.00
	Warrior Run 5k	\$ 10,998.00	\$ 6,293.00	\$ 14,971.50	\$ 11,500.00
	Hot Chocolate Turkey Trot	\$ -	\$ -	\$ 2,524.00	\$ 3,800.00
	Misc.			\$ 1,116.75	
<b>4210</b>	<b>Gross Event Revenues</b>	<b>\$ 31,425.00</b>	<b>\$ 28,697.00</b>	<b>\$ 32,162.25</b>	<b>\$ 35,800.00</b>
<b>5005</b>	<b>Event Costs</b>				
	Egg Hunt	\$ 550.00	\$ 597.00	\$ 1,068.81	\$ 1,000.00
	Fishing Derby	\$ 1,600.00	\$ 5,499.00	\$ -	\$ 6,000.00
	Fourth of July Parade	\$ 70.00	\$ -		
	Kid Color Fun Run	\$ 270.00	\$ -	\$ 63.95	\$ -
	Mountain Gallop 5k/10k	\$ 3,682.00	\$ 6,024.00	\$ 6,419.32	\$ 5,000.00
	Movies in the Park	\$ 6,875.00	\$ 5,868.92	\$ 6,107.76	\$ 5,500.00
	Music in the Park	\$ 4,847.00	\$ 2,713.00	\$ 4,520.63	\$ 5,000.00
	Old Timers Reunion	\$ 1,457.99	\$ 3,722.00	\$ 6,577.86	\$ 4,500.00
	Partner Events	\$ 256.00	\$ 43.00	\$ 666.73	\$ 800.00
	Run/Ride with the Wind 5k	\$ 5,671.00	\$ 4,874.00	\$ 5,071.48	\$ 4,700.00
	Tarmac 5k	\$ 2,678.00	\$ 4,666.00	\$ 2,613.49	\$ -
	Tarmac Kids One Mile Run	\$ -	\$ -	\$ -	\$ -
	Trial Programs	\$ -	\$ 739.00	\$ 106.71	\$ 3,000.00
	Warrior Run 5k	\$ 11,552.00	\$ 12,794.73	\$ 7,989.94	\$ 8,000.00
	Hot Chocolate Turkey Trot	\$ -	\$ -	\$ 2,497.35	\$ 3,500.00
	Memorial Day Ceremony			\$ 125.00	\$ 150.00
<b>5005</b>	<b>Total Event Costs</b>	<b>\$ 39,508.99</b>	<b>\$ 47,540.65</b>	<b>\$ 43,829.03</b>	<b>\$ 47,150.00</b>
	<b>Net Event Revenues</b>	<b>\$ (8,083.99)</b>	<b>\$ (18,843.65)</b>	<b>\$ (11,666.78)</b>	<b>\$ (11,350.00)</b>

FISCAL YEAR 2016/17 BUDGET					
4300- YOUTH PROGRAM INCOME VS EXPENSES					
Class	Description	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGET 16/17
<b>4300</b>	<b>Youth Program Revenues</b>				
	Instructional Basketball	\$ 160.00	\$ -	\$ -	\$ -
	Official Training Bball	\$ 100.00	\$ -	\$ -	\$ -
	Open Gym Basketball	\$ 741.00	\$ 2,385.00	\$ -	\$ -
	Open Recreational Swim	\$ 3,965.00	\$ 7,883.00	\$ 6,360.00	\$ 8,000.00
	Parent & Child Swim Lessons	\$ 937.00	\$ 646.00	\$ 65.00	\$ 100.00
	Summer Swim Lessons	\$ 10,095.00	\$ 8,285.00	\$ 5,095.00	\$ 9,000.00
	T Ball	\$ 12,460.00	\$ 15,785.00	\$ 16,455.00	\$ 16,100.00
	Trial Programs	\$ -	\$ -	\$ -	\$ 1,000.00
	NFL Youth Flag Football	\$ -	\$ -	\$ 7,140.00	\$ 8,000.00
	Smart Start Football	\$ -	\$ -	\$ 64.50	\$ 150.00
	Smart Start Soccer	\$ -	\$ -	\$ 842.50	\$ 800.00
	Smart Start Baseball	\$ -	\$ -	\$ 645.00	\$ 600.00
	Smart Start Basketball	\$ -	\$ -	\$ 352.00	\$ 350.00
	Youth Basketball	\$ 28,542.00	\$ 27,391.00	\$ 34,248.50	\$ 34,500.00
	Misc			\$ 37.50	
<b>4300</b>	<b>Gross Youth Program Revenues</b>	<b>\$ 57,000.00</b>	<b>\$ 62,375.00</b>	<b>\$ 71,305.00</b>	<b>\$ 78,600.00</b>
<b>5008</b>	<b>Youth Program Costs</b>				
	Instructional Basketball	\$ -	\$ -	\$ -	
	Official Training Bball	\$ -	\$ -	\$ -	
	Open Gym Basketball	\$ -	\$ -		
	Open Recreational Swim	\$ -	\$ -		
	Parent & Child Swim Lessons	\$ 162.00	\$ -	\$ -	\$ -
	Summer Swim Lessons	\$ 275.00	\$ 60.00		\$ 200.00
	T Ball	\$ 11,535.00	\$ 11,023.00	\$ 4,654.68	\$ 6,500.00
	Trial Programs	\$ -	\$ -		\$ 1,000.00
	NFL Youth Flag Football	\$ -	\$ -	\$ 2,664.24	\$ 5,000.00
	Smart Start Football	\$ -	\$ -		\$ 120.00
	Smart Start Soccer	\$ -	\$ -	\$ 1,258.53	\$ 500.00
	Smart Start Baseball	\$ -	\$ -	\$ 1,275.36	\$ 500.00
	Smart Start Basketball	\$ -	\$ -	\$ 432.60	\$ 25.00
	Youth Basketball	\$ 7,596.00	\$ 8,617.88	\$ 12,420.80	\$ 12,000.00
<b>5008</b>	<b>Total Youth Program Cost</b>	<b>\$ 19,568.00</b>	<b>\$ 19,700.88</b>	<b>\$ 22,706.21</b>	<b>\$ 25,845.00</b>
	<b>Net Youth Program Revenues</b>	<b>\$ 37,432.00</b>	<b>\$ 42,674.12</b>	<b>\$ 48,598.79</b>	<b>\$ 52,755.00</b>

STAFF	CONFERENCE	DATES
LeAnn Williams	National Recreation & Park Association Conference	October 4-8, 2016
Seth Carroll	California Park & Recreation Society Conference	February 28-March 3, 2017
	CYSA Certification	
	CPRP Certification	
Corey Torres	California Park & Recreation Society Conference	February 28-March 3, 2017
	CYSA Certification	
	CPRP Certification	
Nolan Ferdinand	Maintenance Management School Year 2	November 14-18, 2016
Carrie Champlin	CSDA Board Clerk Cert 2 <sup>nd</sup> year	November 13-16, 2016
All Staff	District 15 Conference	February 2017 TBA
Maintenance Staff	Certifications	Winter 2016/2017

**THE BOARD OF DIRECTORS OF THE  
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**ADOPTING THE FINAL BUDGET FOR THE 2016-2017 FISCAL  
YEAR**

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I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 26<sup>th</sup> day of July 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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**RESOLUTION NO. 17-16**

**TEHACHAPI VALLEY RECREATION AND PARK DISTRICT RESOLUTION OF  
THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND  
PARK DISTRICT ADOPTING THE FINAL BUDGET FOR THE  
2016-2017 FISCAL YEAR**

**WHEREAS**, the Tehachapi Valley Recreation and Park District is a legally constituted public agency formed pursuant to the Public Resources Code, State of California, and

**WHEREAS**, pursuant to Section 5784.1 of the Public Resources Code of the State of California, the Board of Directors of the Tehachapi Valley Recreation and Park District did publish a notice of a Public Hearing for the taxpayers of said District.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Tehachapi Valley Recreation and Park District adopts the Final Budget for the 2016-2017 Fiscal Year.

**BE IT FURTHER RESOLVED** that the Board of Directors of the Tehachapi Valley Recreation and Park District shall adjust the Final Budget for 2016-2017 Fiscal Year as necessary to accommodate changes that result from decisions made by the California State Legislature and approved by the Governor and/or as a result of determination made by the Kern County Board of Supervisors and/or others that dictate adjustments be made to the Final Budget during the 2016-2017 Fiscal Year.





## **Tehachapi Valley**

### **Recreation & Park District**

July 26, 2016

TO: TVRPD Board of Directors

FROM: LeAnn Williams, District Manager

SUBJECT: Disposition of Property

#### **BACKGROUND**

TVRPD is in possession of six light poles and lights taken down at Meadowbrook. Staff feels these lights and poles can be a great asset to TMRA after discussions with members of their board. Prior to donating or disposing of any items, the TVRPD Board of Directors must adopt a resolution authorizing their disposition.

#### **RECOMMENDATION**

**ADOPT A RESOLUTION AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY**

**THE BOARD OF DIRECTORS OF THE  
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**AUTHORIZING DISPOSITION OF PERSONAL PROPERTY, INCLUDING  
EQUIPMENT THAT IS NO LONGER NEEDED FOR PUBLIC USE, ARE OBSOLETE,  
OR ARE UNFIT FOR THE USE IT WAS ACQUIRED, AND AUTHORIZING THE  
DISTRICT MANAGER TO DISPOSE OF SAID ITEMS OR DONATING TO OTHER  
GOVERNMENTAL AGENCIES OR NONPROFIT ORGANIZATIONS**

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I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 26<sup>th</sup> day of July 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Clerk of the Board of Directors  
of the Tehachapi Valley Recreation  
and Park District

---

**RESOLUTION NO. 18-16**

**AUTHORIZING DISPOSITION OF PERSONAL PROPERTY, INCLUDING  
EQUIPMENT THAT IS NO LONGER NEEDED FOR PUBLIC USE, ARE OBSOLETE,  
OR ARE UNFIT FOR THE USE IT WAS ACQUIRED, AND AUTHORIZING THE  
DISTRICT MANAGER TO DISPOSE OF SAID ITEMS OR DONATING TO OTHER  
GOVERNMENTAL AGENCIES OR NONPROFIT ORGANIZATIONS**

**WHEREAS,** The Board of Directors of Tehachapi Valley Recreation and Park District wishes to dispose of certain unneeded, obsolete, or unfit for the use in which it was acquired personal property; and

**WHEREAS**, the Board desires to authorize the District Manager to dispose of certain unneeded, obsolete, or unfit for the use in which it was acquired personal property; and

**WHEREAS**, the Board desires to authorize the District Manager to dispose of, or donate said equipment to other governmental agencies or nonprofit organizations; and

**WHEREAS**, the Board desires to authorize the District Manager to donate six lights and six light poles that are unneeded to Tehachapi Mountain Rodeo Association a nonprofit organization; and

**NOW, THEREFORE, BE IT FINALLY RESOLVED THAT** the Board of Directors approve the District Manager to dispose of certain unneeded, obsolete, or unfit for the use in which it was acquired personal property or donating to other governmental agencies or nonprofit organizations, to include donating six lights and six light poles unneeded to Tehachapi Mountain Rodeo Association.