



Tehachapi Valley

Recreation & Park District

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

REGULAR BOARD MEETING
TUESDAY, MAY 21, 2024, 5:30 P.M.

BOARD OF DIRECTORS

MARYANN PACIULLO, CHAIRPERSON
DWIGHT DREYER, VICE-CHAIRPERSON
KALEB JUDY, DIRECTOR
SANDY CHAVEZ, DIRECTOR
IAN STEELE, 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 March 19, 2024 (Pages 4-5).
- C. Approval of the Preliminary Financial Reports for February 2024 (Pages 6-15).

5. GENERAL SERVICES SUPERVISOR REPORT

6. OPERATIONS MANAGER REPORT

(Pages 16-21).

7. AGENDA ITEMS

A. Presentation by Kelsey Ketcheside, Tehachapi Tots Director.

B. Agreement between Tehachapi Valley Recreation and Park District and The Church of Christ - Discussion/Approval, (Pages 22-26).

8. DISTRICT MANAGER REPORT

9. BOARD OF DIRECTORS' TIME

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

10. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on June 18, 2024.



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 May 21, 2024, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, May 17, 2024, at 5:30 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at www.tvrpd.org

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 17th day of May 2024.

Dated this 17th day of May 2024.

Carrie Champlin

Carrie Champlin
Clerk of the Board of Directors

**REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
TUESDAY, MARCH 19, 2024, 5:30 P.M.**

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

BOARD MEMBERS

Maryann Paciullo, Chairperson
Dwight Dreyer, Vice-Chairperson
Sandy Chavez, Director
Ian Steele, Director
Kaleb Judy, Director

1. **FLAG SALUTE:** Kent Beal led the flag salute.

2. **ROLL CALL:** Director Judy was absent.

3. **PUBLIC COMMENTS:** None.

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.

Steele - Chavez: Ayes: Paciullo; Dreyer; Chavez; Steele

Noes: None. Motion carried.

Absent: Judy

B. **Approval of the Minutes from the Regular Board Meeting held February 20, 2024.**

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD FEBRUARY 20, 2024.

Steele - Chavez: Ayes: Paciullo; Dreyer; Chavez; Steele

Noes: None. Motion carried.

Absent: Judy

C. **Approval of the Preliminary Financial Reports for January 2024.**

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR JANUARY 2024.

Steele - Chavez: Ayes: Paciullo; Dreyer; Chavez; Steele

Noes: None. Motion carried.

Absent: Judy

5. RECOGNITION OF COMMUNITY PARTNERSHIP

Postponed.

6. RECREATION MANGER REPORT

Recreation Manager Brenda Cavazos gave the report.

Report on file

7. OPERATIONS MANAGER REPORT

Operations manager Kent Beal gave the report.

Report on file

8. AGENDA ITEMS

A. Tehachapi Valley Recreation and Park District's Policy Manual Review.

Discussion.

9. DISTRICT MANAGER REPORT

District Manager Torres gave the report.

Report on file

10. BOARD OF DIRECTORS TIME

Board thanked staff for their work. Director Steele offered to help with the Sip & Savor event providing a water truck for the roads at Brite Lake.

11. ADJOURNMENT

Having no further business, the meeting was adjourned at 5:55 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on April 16, 2024.

Dreyer - Chavez: Ayes: Paciullo; Dreyer; Chavez; Steele

Noes: None. Motion carried.

Absent: Judy

Respectfully Submitted,

Carris Champlin

Clerk of the Board



Tehachapi Valley Recreation and Park District

Balance Sheet

As of February 29, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	471,347.19
1004 Checking BOTS 4470	-359.67
1005 County Treasury Capital Projects Fund	452,936.48
1006 County FMV	-26,999.00
1051 Change Fund	1,200.00
1100 Petty Cash Fund	400.00
Total Bank Accounts	\$898,525.00
Accounts Receivable	
1200 Accounts Receivable	1,000.00
Total Accounts Receivable	\$1,000.00
Other Current Assets	
1090 Clearing for Deposits	235.00
1091 Merchant Services Receivable	24,173.54
1210 Inventory Asset	10,495.27
Total Other Current Assets	\$34,903.81
Total Current Assets	\$934,428.81
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,717,703.00
1162.1 Improvement Work in Progress	13,709.95
1163 Equipment	1,216,724.88
1166 Furniture & Fixtures	66,840.46
1167 Machinery	47,089.24
1170 Accumulated Depreciation	-3,621,156.99
1180 Fleet Vehicles and Equipment	224,221.25
Total Fixed Assets	\$2,372,258.07
Other Assets	
1901 DOR-Pension Contributions	77,156.00
1903 DOR-Pension Related	214,073.00
Total Other Assets	\$291,229.00
TOTAL ASSETS	\$3,597,915.88
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	33,083.88



Tehachapi Valley Recreation and Park District

Balance Sheet

As of February 29, 2024

	TOTAL
Total Accounts Payable	\$33,083.88
Credit Cards	
2010 Cardmember Services Payable	20,756.70
Total Credit Cards	\$20,756.70
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	78,158.28
2207 Sales Tax Payable	59.77
2208 Kern County Loan Payable	225,000.00
2210 Payroll Liabilities	14,509.11
Total Other Current Liabilities	\$317,727.16
Total Current Liabilities	\$371,567.74
Long-Term Liabilities	
2310 Loan Payable 2016	328,465.00
2900 Net Pension Liability	381,104.00
2902 DIR-Pension Related	34,244.00
Total Long-Term Liabilities	\$743,813.00
Total Liabilities	\$1,115,380.74
Equity	
3010 Net Investment In Capital Assets	1,937,464.81
3020 Restricted Funds	758,855.83
3110 Retained Earnings	74,693.38
Net Income	-288,478.88
Total Equity	\$2,482,535.14
TOTAL LIABILITIES AND EQUITY	\$3,597,915.88



Tehachapi Valley Recreation and Park District

Profit and Loss

February 2024

	TOTAL		
	FEB 2024	JUL 2023 - FEB 2024 (YTD)	% OF INCOME
Income			
4010 Property Taxes		677,490.89	
4020 Interest Income		2,519.94	
4020.1 Interest Income Cap Proj Fund		4,292.56	
4030 Adult Program Revenues	1,025.00	25,361.00	2.19 %
4050 Facility Revenue	16,307.69	120,230.97	34.91 %
4210 Events Revenues	935.00	13,169.00	2.00 %
4213 Operational Grants	1,876.89	21,680.76	4.02 %
4216 Scholarship Donations	30.00	330.00	0.06 %
4300 Youth Program Revenues	30,443.98	182,321.40	65.17 %
4610 Billable Expense Income		6,422.56	
4650 Discounts given	-4,405.00	-29,123.09	-9.43 %
4704 Sales	503.43	7,379.94	1.08 %
Total Income	\$46,716.99	\$1,032,075.93	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs		4,281.28	
5004 Contracted Classes Costs	375.00	550.00	0.80 %
5005 Events Costs	89.82	24,355.37	0.19 %
5008 Youth Program Costs	7,974.47	29,811.40	17.07 %
5110 Scholarship Fund Expense		1,248.16	
5704 Purchases for Resale		2,369.56	
Total Cost of Goods Sold	\$8,439.29	\$62,615.77	18.06 %
GROSS PROFIT	\$38,277.70	\$969,460.16	81.94 %
Expenses			
6000 Employee Costs	127,920.07	787,937.23	273.82 %
7010 Advertising & Marketing	575.40	16,995.19	1.23 %
7020 Bank Service Charges	1,015.65	18,120.94	2.17 %
7025 Cash Short/Over	-3.50	-5.25	-0.01 %
7027 Depreciation Expense	12,584.31	119,524.84	26.94 %
7030 Dues & Subscriptions	4,591.28	9,371.02	9.83 %
7035 Equipment Rents & Leases	1,810.18	5,012.19	3.87 %
7050 Insurance		70,242.03	
7056 Interest Expense	5,573.67	5,941.23	11.93 %
7060 Licenses & Fees	7,775.07	43,641.37	16.64 %
7070 Maintenance	14,238.69	70,840.38	30.48 %
7084 Meals & Entertainment	249.29	6,421.42	0.53 %
7090 Office Supplies and Office Decor	884.72	26,189.64	1.89 %
7120 Professional Development	3,733.30	10,053.44	7.99 %
7150 Professional Fees	1,037.50	59,165.87	2.22 %
7165 Safety Equipment	366.48	4,417.49	0.78 %



Tehachapi Valley Recreation and Park District

Profit and Loss

February 2024

	TOTAL		
	FEB 2024	JUL 2023 - FEB 2024 (YTD)	% OF INCOME
7180 Security	226.42	2,433.09	0.48 %
7210 Telephone and Internet	995.24	14,034.49	2.13 %
7230 Uniforms & Apparel	201.39	5,812.35	0.43 %
7250 Utilities	14,077.28	74,076.76	30.13 %
Total Expenses	\$197,852.44	\$1,350,225.72	423.51 %
NET OPERATING INCOME	\$ -159,574.74	\$ -380,765.56	-341.58 %
Other Income			
8040 TVRPD Development Fee Revenues	9,766.80	92,286.68	20.91 %
Total Other Income	\$9,766.80	\$92,286.68	20.91 %
NET OTHER INCOME	\$9,766.80	\$92,286.68	20.91 %
NET INCOME	\$ -149,807.94	\$ -288,478.88	-320.67 %



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

February 2024

	TOTAL			
	FEB 2024	FEB 2023 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes		25,435.45	-25,435.45	-100.00 %
4020 Interest Income		1,810.94	-1,810.94	-100.00 %
4020.1 Interest Income Cap Proj Fund		1,758.68	-1,758.68	-100.00 %
4030 Adult Program Revenues	1,025.00	1,095.00	-70.00	-6.39 %
4050 Facility Revenue	16,307.69	6,847.87	9,459.82	138.14 %
4210 Events Revenues	935.00	370.00	565.00	152.70 %
4213 Operational Grants	1,876.89	2,750.00	-873.11	-31.75 %
4216 Scholarship Donations	30.00	25.00	5.00	20.00 %
4300 Youth Program Revenues	30,443.98	21,133.45	9,310.53	44.06 %
4650 Discounts given	-4,405.00	-3,747.45	-657.55	-17.55 %
4704 Sales	503.43	233.76	269.67	115.36 %
Total Income	\$46,716.99	\$57,712.70	\$ -10,995.71	-19.05 %
Cost of Goods Sold				
5001 Adult Program Costs		300.00	-300.00	-100.00 %
5004 Contracted Classes Costs	375.00		375.00	
5005 Events Costs	89.82	1,645.28	-1,555.46	-94.54 %
5008 Youth Program Costs	7,974.47	2,827.17	5,147.30	182.07 %
Total Cost of Goods Sold	\$8,439.29	\$4,772.45	\$3,666.84	76.83 %
GROSS PROFIT	\$38,277.70	\$52,940.25	\$ -14,662.55	-27.70 %
Expenses				
6000 Employee Costs	127,920.07	81,329.34	46,590.73	57.29 %
7010 Advertising & Marketing	575.40	276.99	298.41	107.73 %
7020 Bank Service Charges	1,015.65	1,206.51	-190.86	-15.82 %
7025 Cash Short/Over	-3.50		-3.50	
7027 Depreciation Expense	12,584.31		12,584.31	
7030 Dues & Subscriptions	4,591.28	1,641.37	2,949.91	179.72 %
7035 Equipment Rents & Leases	1,810.18	821.60	988.58	120.32 %
7056 Interest Expense	5,573.67	6,176.03	-602.36	-9.75 %
7060 Licenses & Fees	7,775.07	1,047.10	6,727.97	642.53 %
7070 Maintenance	14,238.69	8,715.65	5,523.04	63.37 %
7084 Meals & Entertainment	249.29	61.31	187.98	306.61 %
7090 Office Supplies and Office Decor	884.72	599.86	284.86	47.49 %
7120 Professional Development	3,733.30	3,402.36	330.94	9.73 %
7150 Professional Fees	1,037.50	6,346.50	-5,309.00	-83.65 %
7160 Property Tax Collection Fee		2,080.75	-2,080.75	-100.00 %
7165 Safety Equipment	366.48		366.48	
7180 Security	226.42	219.45	6.97	3.18 %
7210 Telephone and Internet	995.24	1,000.23	-4.99	-0.50 %
7230 Uniforms & Apparel	201.39		201.39	



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

February 2024

	TOTAL			
	FEB 2024	FEB 2023 (PY)	CHANGE	% CHANGE
7250 Utilities	14,077.28	6,987.52	7,089.76	101.46 %
Total Expenses	\$197,852.44	\$121,912.57	\$75,939.87	62.29 %
NET OPERATING INCOME	\$ -159,574.74	\$ -68,972.32	\$ -90,602.42	-131.36 %
Other Income				
8040 TVRPD Development Fee Revenues	9,766.80	5,392.60	4,374.20	81.11 %
Total Other Income	\$9,766.80	\$5,392.60	\$4,374.20	81.11 %
Other Expenses				
8610 Reimbursed Expenses		-50.00	50.00	100.00 %
Total Other Expenses	\$0.00	\$ -50.00	\$50.00	100.00 %
NET OTHER INCOME	\$9,766.80	\$5,442.60	\$4,324.20	79.45 %
NET INCOME	\$ -149,807.94	\$ -63,529.72	\$ -86,278.22	-135.81 %



Tehachapi Valley Recreation and Park District

Statement of Cash Flows

February 2024

	TOTAL
OPERATING ACTIVITIES	
Net Income	-149,807.94
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	2,000.00
1090.1 Clearing for Deposits:Rec Trac Cash Deposits	-235.00
1090.3 Clearing for Deposits:Firefly Reservation Cash Deposits	40.00
1092 Merchant Services Receivable:Worldpay Merchant Services (BL Pay Arm)	-70.00
1093 Merchant Services Receivable:Heartland Merchant Services (Rec Trac)	-15,113.83
1094 Merchant Services Receivable:Firefly (fmrly Rsrv Am) Credit Cards (BL Recon Rpt)	0.00
2000 Accounts Payable-General Fund	19,907.30
2010 Cardmember Services Payable	2,377.56
10000 Do Not Use	-18.27
2207 Sales Tax Payable	59.77
2208 Kern County Loan Payable	-225,000.00
2211 Payroll Liabilities:CalPERS Payable	3,804.65
2231 Payroll Liabilities:Health Plan Payable	868.89
2241 Payroll Liabilities:AFLAC Payable	45.75
2250 Payroll Liabilities:Payroll Tax Liabilities	8,920.67
2252 Payroll Liabilities:GVAP2 Payable	99.20
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-202,313.31
Net cash provided by operating activities	\$ -352,121.25
INVESTING ACTIVITIES	
1163 Equipment	-19,961.31
1170 Accumulated Depreciation	12,609.30
Net cash provided by investing activities	\$ -7,352.01
FINANCING ACTIVITIES	
2310 Loan Payable 2016	-19,277.00
3010 Net Investment In Capital Assets	-9,766.80
3022 Restricted Funds:Capital Projects	9,766.80
Net cash provided by financing activities	\$ -19,277.00
NET CASH INCREASE FOR PERIOD	\$ -378,750.26
Cash at beginning of period	1,277,275.26
CASH AT END OF PERIOD	\$898,525.00



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2023-2024

July 2023 - February 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
4010 Property Taxes	677,490.89	1,195,386.00	517,895.11	43.32 %
4020 Interest Income	2,519.94	6,500.00	3,980.06	61.23 %
4020.1 Interest Income Cap Proj Fund	4,292.56	5,000.00	707.44	14.15 %
4030 Adult Program Revenues	24,690.00	47,650.00	22,960.00	48.18 %
4050 Facility Revenue	120,230.97	242,730.00	122,499.03	50.47 %
4210 Events Revenues	12,873.50	69,685.00	56,811.50	81.53 %
4213 Operational Grants	9,553.00	40,575.00	31,022.00	76.46 %
4216 Scholarship Donations	330.00	135.00	-195.00	-144.44 %
4300 Youth Program Revenues	182,321.40	428,544.00	246,222.60	57.46 %
4650 Discounts given	-29,098.09	-76,224.00	-47,125.91	61.83 %
4704 Sales				
4707 Merchandise Sales-Taxable	7,147.05	9,800.00	2,652.95	27.07 %
Total 4704 Sales	7,147.05	9,800.00	2,652.95	27.07 %
Total Income	\$1,012,351.22	\$1,969,781.00	\$957,429.78	48.61 %
Cost of Goods Sold				
5001 Adult Program Costs	4,281.28	5,369.00	1,087.72	20.26 %
5002 Fish Stocking		30,000.00	30,000.00	100.00 %
5004 Contracted Classes Costs		2,500.00	2,500.00	100.00 %
5005 Events Costs	24,332.65	76,936.00	52,603.35	68.37 %
5008 Youth Program Costs	30,145.29	48,300.00	18,154.71	37.59 %
5110 Scholarship Fund Expense		600.00	600.00	100.00 %
5704 Purchases for Resale				
5707 Merchandise Purchases		10,000.00	10,000.00	100.00 %
Total 5704 Purchases for Resale		10,000.00	10,000.00	100.00 %
Total Cost of Goods Sold	\$58,759.22	\$173,705.00	\$114,945.78	66.17 %
GROSS PROFIT	\$953,592.00	\$1,796,076.00	\$842,484.00	46.91 %
Expenses				
6000 Employee Costs				
6010 Wages & Salaries	298,199.55	967,853.00	669,653.45	69.19 %
6020 Employee Taxable Allowances		328.00	328.00	100.00 %
6050 Benefits				
6051 Employee Benefits	39,801.69	95,000.00	55,198.31	58.10 %
6055 Employee Retirement CalPERS	22,144.31	60,000.00	37,855.69	63.09 %
6056 CalPERS Unfunded Liability Valuation	25,119.00	35,000.00	9,881.00	28.23 %
6058 Employer Taxes	23,101.43	79,000.00	55,898.57	70.76 %
6090 Worker's Compensation Insurance	29,501.25	40,000.00	10,498.75	26.25 %
6099 Pension GASB 68		1,000.00	1,000.00	100.00 %
Total 6050 Benefits	139,667.68	310,000.00	170,332.32	54.95 %
Total 6000 Employee Costs	437,867.23	1,278,181.00	840,313.77	65.74 %



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2023-2024

July 2023 - February 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
7010 Advertising & Marketing	16,995.19	30,000.00	13,004.81	43.35 %
7020 Bank Service Charges	18,120.94	30,000.00	11,879.06	39.60 %
7025 Cash Short/Over	0.35	-1.00	-1.35	135.00 %
7027 Depreciation Expense	62,890.87	198,000.00	135,109.13	68.24 %
7030 Dues & Subscriptions	9,371.02	13,500.00	4,128.98	30.59 %
7035 Equipment Rents & Leases				
7036 Maintenance Equipment Rental		1,057.00	1,057.00	100.00 %
7037 Office Equipment Rental	4,793.56	6,500.00	1,706.44	26.25 %
Total 7035 Equipment Rents & Leases	4,793.56	7,557.00	2,763.44	36.57 %
7050 Insurance				
7055 Liability Insurance (Gen, Auto, Property)	70,230.00	67,500.00	-2,730.00	-4.04 %
Total 7050 Insurance	70,230.00	67,500.00	-2,730.00	-4.04 %
7056 Interest Expense	5,941.23	1,500.00	-4,441.23	-296.08 %
7060 Licenses & Fees	43,679.01	42,745.00	-934.01	-2.19 %
7070 Maintenance				
7071 Pool Chemicals	2,095.54	6,000.00	3,904.46	65.07 %
7072 Building & Park Maintenance	46,870.54	100,600.00	53,729.46	53.41 %
7074 Equipment Maintenance	2,419.49	6,200.00	3,780.51	60.98 %
7075 Fuel	10,861.03	13,200.00	2,338.97	17.72 %
7076 Janitorial Supplies	4,176.20	9,000.00	4,823.80	53.60 %
7077 Small Tools & Equipment	94.74	1,500.00	1,405.26	93.68 %
7079 Fleet Maintenance	4,026.48	7,500.00	3,473.52	46.31 %
Total 7070 Maintenance	70,544.02	144,000.00	73,455.98	51.01 %
7084 Meals & Entertainment	6,421.42	7,200.00	778.58	10.81 %
7090 Office Supplies and Office Decor	26,174.46	25,000.00	-1,174.46	-4.70 %
7120 Professional Development	10,053.44	11,000.00	946.56	8.61 %
7150 Professional Fees				
7151 Annual Audit	12,500.00	12,500.00	0.00	0.00 %
7152 Bookkeeping & Payroll	32,737.12	56,000.00	23,262.88	41.54 %
7153 Information Technology	10,484.75	12,000.00	1,515.25	12.63 %
7155 Legal	3,444.00	7,500.00	4,056.00	54.08 %
Total 7150 Professional Fees	59,165.87	88,000.00	28,834.13	32.77 %
7160 Property Tax Collection Fee		5,000.00	5,000.00	100.00 %
7165 Safety Equipment	3,857.72	4,500.00	642.28	14.27 %
7180 Security	2,433.09	3,800.00	1,366.91	35.97 %
7210 Telephone and Internet	14,034.49	17,600.00	3,565.51	20.26 %
7230 Uniforms & Apparel	5,812.35	7,000.00	1,187.65	16.97 %
7250 Utilities				
7252 Electric Service	49,111.17	60,000.00	10,888.83	18.15 %
7254 Gas Service	6,896.37	24,400.00	17,503.63	71.74 %



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2023-2024

July 2023 - February 2024

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
7256 Sanitation Services	9,272.44	11,500.00	2,227.56	19.37 %
7258 Water Service	7,758.66	9,055.00	1,296.34	14.32 %
7259 Propane	1,013.44	1,400.00	386.56	27.61 %
Total 7250 Utilities	74,052.08	106,355.00	32,302.92	30.37 %
Total Expenses	\$942,438.34	\$2,088,437.00	\$1,145,998.66	54.87 %
NET OPERATING INCOME	\$11,153.66	\$ -292,361.00	\$ -303,514.66	103.82 %
Other Income				
8040 TVRPD Development Fee Revenues	92,286.68	110,000.00	17,713.32	16.10 %
Total Other Income	\$92,286.68	\$110,000.00	\$17,713.32	16.10 %
NET OTHER INCOME	\$92,286.68	\$110,000.00	\$17,713.32	16.10 %
NET INCOME	\$103,440.34	\$ -182,361.00	\$ -285,801.34	156.72 %

April/ May Board Meeting Notes

On March 25th West and Central Park got hit with Graffiti, it was the same group that hit Meadowbrook a month or two ago. I filed a police report, we removed as much graffiti as we could but we had to repaint the west wall of Shy. At West Park we will also have to repaint the south brick wall and there are deep stains on the red border concrete of the basketball court. Hopefully with time it will fade away.





Added a cellular camera at Meadowbrook to watch over the restrooms. It can pan and tilt the camera via cell phone. Here is a screen shot from it during the Wind Festival.



May 2 Meadowbrook and Central Park got hit by graffiti again, same group graffitied the sports park too. Unfortunately, it was out by the baseball field and not in camera view. This same group also went over to Central Park and sprayed graffiti in the restrooms. We repainted many of the parking lot lines at Meadowbrook, just before the Wind Festival.



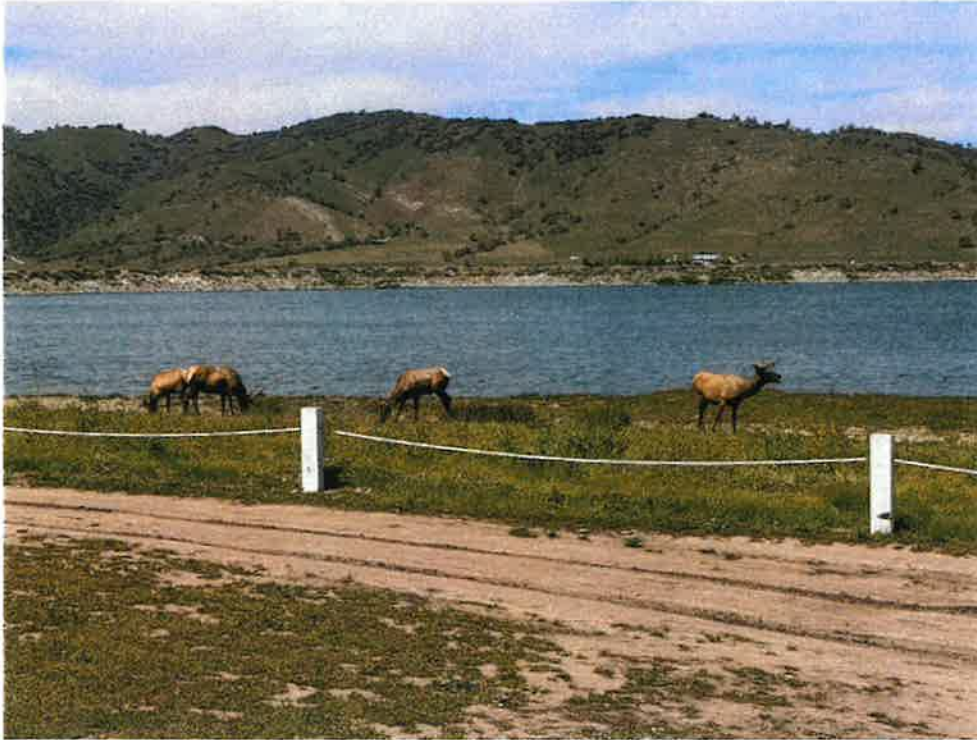
Went on the Water District facility tour, learned about the work it takes to bring water to Brite Lake. Here is a picture of just one of 12 engines that pump water up to Tehachapi and into Brite Lake



Installed 600' of cable fencing on the East of the lake.



Seen four Elk out at the lake. Looks like they were growing a fresh set of antlers.



Repainted all the parking lot lines at Abaic.



The Accordion doors at Abaic had roller mounts fail, the company that manufactured them came out and repaired them. On the south wall of the gym, there has always been a spot that seems to take damage from various sports. Was bad enough this time we took out a 2' x3' area of dry wall and replaced it.

We contracted Hanzel Construction to come out repair the hole in the cul-de-sac at central park.



Hanzel construction came out and did a bunch of road work out at Brite Lake

Over the last couple weeks been doing a lot of things at the lake, Weeding, mowing, painting, and adding signs. Pictures will be available on Tuesday for the Board Meeting.

Thank you,

Kent

LICENSE AGREEMENT FOR USE OF PREMISES

This LICENSE AGREEMENT FOR USE OF PREMISES (this “Agreement”) is entered into as of _____, 2024 by and between **TEHACHAPI CHURCH OF CHRIST**, a California non-profit corporation, (“Licensor”), and **TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**, a special district organized and existing under and by virtue of the laws of the State of California (“Licensee”).

RECITALS

WHEREAS, Licensor owns church property located at 401 S. Mill Street, Tehachapi, California (the “Church”) which property includes, without limitation, classrooms, a kitchen, storage areas, and an adjacent parking lot (collectively, the “Licensed Area”);

WHEREAS, Licensee desires to have use of the Licensed Area during certain hours on Tuesdays and Thursdays with permission to use available parking spaces in the parking lot during said hours as set forth below; and

WHEREAS, Licensor is willing to grant Licensee, and Licensee is willing to accept, the right to use the Licensed Area.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I LICENSE OF RIGHTS

Section 1.1 Rights Licensed. Subject to the terms of this License, Licensor hereby grants to Licensee, and Licensee hereby accepts, a license (the “License”) to use and occupy the Licensed Area on Tuesdays and Thursdays from 8:30 – 3:30 (the “Licensed Time”) as follows:

Section 1.1.1 The Classrooms and Designated Storage Area: Licensee shall have exclusive use of a maximum of three (3) classrooms to be determined by the mutual agreement of the parties during the Licensed Time and a storage area designated by Licensor (“Classroom and Storage Use”) for the purpose of offering classes and activities to children. Classroom and Storage Use shall include permission for Licensee to use the furniture, white boards and other fixtures located in the classrooms. In the event additional classroom equipment or supplies are needed, Licensee will be responsible for providing the same.

Section 1.1.2 The Kitchen: Licensee shall have the non-exclusive use of the kitchen during the Licensed Time for the purpose of staff use and periodical class party preparations.

Section 1.2 Term. This Agreement shall commence on August 1, 2024 and continue through May 31, 2025 provided, however, that either party may terminate the Agreement by providing 30 days’ written notice to the other party in accordance with Section 3.1.

Section 1.3 Payment for License: Licensee shall not be required to pay Licensor for the use of the Licensed Area. Licensee shall pay to Licensor a one-time fee of One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) on the commencement date (the “License Fee”) representing One Hundred Fifty Dollars and 00/100 (\$150.00) per month to cover the estimated cost of the utilities that Licensee will use during the Licensed Time. The License Fee shall be paid in the form of a check or cash and shall be

delivered by Licensee to Licensor at Licensor's address for notice hereunder. In the event the Agreement is terminated prior to its expiration, Licensor shall reimburse to Licensee a prorated amount of the License Fee representing the balance of the term of the Agreement.

Section 1.4 Request for Additional Use: Licensee acknowledges and agrees that any use of the Church or the Licensed Area by Licensee outside the Licensed Time ("Additional Use") must be approved by Licensor, and is subject to Licensor's approval which Licensor may or may not grant in Licensor's sole discretion. Any Additional Use of the Church is subject to the following requirements:

Section 1.4.1 Notice: Licensee shall provide Licensor with a written request for the Additional Use at least thirty (30) days prior to the Additional Use Licensee seeks. This notice will (a) provide the date and hours requested; (b) specify what portion of the Licensed Area is the subject of the request; and (c) provide information regarding the purpose for the Additional Use.

Section 1.4.2 Response: Licensor shall have fifteen (15) days from the receipt of the request for Additional Use to respond in writing to Licensee's request. In the absence of a reply from Licensor, Licensee's request shall be deemed to be denied.

Section 1.4.3 Fee for Additional Use: In the event the request for Additional Use is granted, Licensee shall pay Licensor the reasonable cost for utilities as mutually agreed upon by Licensor and Licensee. Payment of the Additional Use Fee shall be delivered to Licensor within three (3) business days of the date of Additional Use at the address for notice hereunder.

Section 1.5 Restoration of Licensed Area Following Use by Licensee. Licensee acknowledges, understands and agrees that it is prohibited from making any permanent alteration to the Church, including the Licensed Area, without the written consent of Licensor. At the conclusion of the Licensed Time or the Additional Use (collectively, "the Use"), Licensee shall restore the Licensed Area to their condition prior to the Use. Specifically, upon completion of the Use, Licensee agrees to remove any items Licensee temporarily sets up or displays in connection with the Use and replace and restore any items or furniture moved during the course of the Use. Licensee shall further place all trash in the designated trash cans and wipe down all surfaces used.

ARTICLE II INSURANCE, INDEMNIFICATION, AND MAINTENANCE

Section 2.1 Insurance.

Section 2.1.1 Liability Insurance. Licensee shall obtain and maintain during the term of this Agreement public liability insurance covering the Church and Licensee's activities thereon against claims for personal injury and death in the amount of not less than Two Million Dollars and No Cents (\$2,000,000.00) for injury or death of any one (1) person, Two Million Dollars and No Cents (\$2,000,000.00) for injury or death of all persons in any one (1) accident and One Hundred Thousand Dollars and No Cents (\$100,000.00) property damage (including automobile). Licensor covenants and agrees that throughout the term of this Agreement it shall insure the Church against damage by fire and comprehensive general liability insurance in such amounts as would be carried by a prudent owner of a similar building in the geographic area.

Section 2.1.2 Insurance Requirements. All insurance policies carried by Licensee pursuant to this Section shall name Licensor as an additional insured thereunder, and shall be payable as the interests of the parties hereto may appear. The parties hereto agree that no insurer of any interest of Licensee shall have any right of subrogation against the Licensor and that any

and all insurance policies carried by Licensee on the Church or any part thereof shall contain a full waiver of subrogation by the insurer against the Licensor and its assigns. Licensee shall furnish to Licensor a certificate evidencing the fact that the insurance described in this Section has been obtained and is in full force and effect, that Licensor has been named as an additional insured, that the premiums thereon have been paid, and that such insurance cannot be canceled without thirty (30) days prior notice to Licensor.

Section 2.2 Indemnification. Licensee shall indemnify Licensor against, and hold Licensor harmless, from any and all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings, and penalties, including attorneys' fees and costs, arising from or relating to the following: (a) Licensee's use of the Licensed Area; (b) the conduct of Licensee's activities or anything else done or permitted by Licensee in or about the Licensed Area; (c) any breach or default on the performance of Licensee's duties, obligations and responsibilities under this Agreement; and/or (d) any other claim for injury, damage or liability, which are caused, by reason of any act omission, fault, or negligence, whether active or passive, of Licensee and not caused by the sole negligence or willful misconduct of Licensor. Licensor may participate in the defense of any claim or suit without relieving Licensee of any obligations hereunder, including attorneys' fees and costs.

Section 2.3 Maintenance of Church and Licensed Area.

Section 2.3.1 Licensor. Licensee acknowledges, understands and agrees that Licensor has no duty, obligation or responsibility, and has made no promise to alter, decorate, improve, paint, remodel, or repair all or any portion of the Licensed Area. During the term of this Agreement, Licensor shall not be required to maintain, or make any repairs or replacements of any nature or description whatsoever to the buildings, fixtures and improvements which comprise the Church or the Licensed Area. Licensee hereby expressly waives the right to make repairs at Licensor's cost and expense pursuant to Civil Code Section 1942 or any other applicable law.

Section 2.3.2 Licensee. In the event of any damage to the Church, including the Licensed Area, that arises from Licensee's use, Licensee shall make whatever repairs and replacements as so required to restore the Licensed Area to their prior condition all at Licensee's sole cost and expense without right of reimbursement from Licensor. If Licensee fails to perform Licensee's duties, obligations, and responsibilities under this Section, Licensor may, at its option, after thirty (30) days' prior written notice to Licensee, perform such duties, obligations and responsibilities on Licensee's behalf and put the same in good order, condition, and repair, and the cost thereof together with interest thereon at the rate of ten percent (10%) per annum be allowable by law shall be added to Licensee's next payment of the License Fee.

ARTICLE III MISCELLANEOUS

Section 3.1 Notices. All notices, demands and other communications required to be given to a party hereunder shall be in writing and shall be deemed to have been duly given if and when personally delivered; one business day after being sent by a nationally recognized overnight courier; or five (5) days after being mailed by registered or certified mail (postage prepaid, return receipt requested) to such party at the relevant street address set forth below (or at such other street address as such party may designate from time to time by written notice in accordance with this provision):

Licensor:

TEHACHAPI CHURCH OF CHRIST
401 S. Mill Street
Tehachapi, CA 93561
Attn: _____
Email Address: _____

Licensee:

TEHACHAPI VALEY RECREATION AND
PARK DISTRICT
490 W. "D" Street
Tehachapi, CA 93561
Attn: Corey Torres
Its: District Manager
Email Address:

Section 3.2 Construction. This Agreement shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the other whenever the context so requires, and "shall" and "agrees" are mandatory, and "may" is permissive. The captions appearing at the commencement of the provisions of this Agreement are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the provision at the head of which it appears, the provision, and not the caption, shall control and govern in the construction of this Agreement. The parties acknowledge, understand and agree that their respective agents and representatives executing this Agreement on behalf of each of the parties are learned and conversant in the English language, and that the English language shall control the construction, enforcement, governance, interpretation and performance of this Agreement.

Section 3.3 Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, Licensor and Licensee agree to execute or cause to be executed and to record or cause to be recorded such other agreements, instruments and other documents, and to take such other actions, as reasonably necessary or desirable to fully effectuate the intents and purposes of this Agreement.

Section 3.4 Relationship of the Parties. This Agreement shall not be construed to place the parties in the relationship of legal representatives, partners, joint venturers or agents of or with each other. No party shall have any power to obligate or bind the other party in any manner whatsoever, except as specifically provided herein.

Section 3.5 Third Party Beneficiaries. Except for the indemnification rights under this Agreement in Section 2.2, the provisions of this Agreement are solely for the benefit of the parties hereto and their respective successors and permitted assigns, and are not intended to confer upon any person, except the parties hereto and their respective successors and permitted assigns, any rights or remedies hereunder.

Section 3.6 Assignment. The License granted hereby shall be non-assignable and any purported assignment in violation of this Agreement shall be void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 3.7 Waiver of Defaults. Waiver by any party hereto of any default by the other party hereto of any provision of this Agreement shall not be construed to be a waiver by the waiving party of any subsequent or other default, nor shall it in any way affect the validity of this Agreement or prejudice the rights of the other party thereafter to enforce each and every such provision. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 3.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the legal substance of the transactions contemplated hereby, as the case may be, is not affected in any manner adverse to any party hereto or thereto. Upon such determination, the parties hereto shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to affect the original intent of the parties hereto.

Section 3.9 Attorneys' Fees. In any action hereunder to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other recovery hereunder, whether incurred before or at trial or on appeal.

Section 3.10 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws rules thereof to the extent such rules would require the application of the law of another jurisdiction. The parties also agree that the Church is located in and this Agreement is made and to be performed in Kern County, California, and therefore the only proper venue for any litigation shall be the Kern County Superior Court, Metropolitan Division.

Section 3.11 Entire Agreement. This Agreement, as well as any other agreements and documents referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, understandings, writings, commitments and conversations between the parties with respect to such subject matter.

Section 3.12 Amendments. No provisions of this Agreement shall be deemed amended, modified or supplemented by any party hereto, unless such amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such amendment, supplement or modification.

Section 3.13 Counterparts. This License Agreement may be executed in two (2) counterparts, each of which shall be deemed original and said counterparts constitute one (1) and the same instruments which may be sufficiently evidenced by a counterpart.

Section 3.14 Effective Date. This License Agreement shall become effective upon the date first (1st) written above immediately after its execution by all the parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above written.

LICENSOR:

TEHACHAPI CHURCH OF CHRIST,
a California non-profit corporation

By: _____
Name: _____
Its: _____

LICENSEE:

**TEHACHAPI VALLEY RECREATION
AND PARK DISTRICT,** a special district
organized and existing under and by virtue of
the laws of the State of California

By: _____
Name: _____
Its: _____