



Tehachapi Valley

Recreation & Park District

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

REGULAR BOARD MEETING
TUESDAY, JULY 18, 2023, 5:30 P.M.

BOARD OF DIRECTORS

KALEB JUDY, CHAIRPERSON
IAN STEELE, VICE-CHAIRPERSON
DWIGHT DREYER, DIRECTOR
SANDY CHAVEZ, DIRECTOR
MARYANN PACIULLO, 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 Special Board Meeting held March 23, 2023 (Pages 4-5).
- C. Approval of the Preliminary Financial Reports for April 2023, (Pages 6-12).

5. RECREATION MANAGER REPORT

6. OPERATIONS MANAGER REPORT

7. GENERAL SERVICES SUPERVISOR REPORT

8. DISTRICT MANAGER REPORT

9. AGENDA ITEMS

- A. 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 \$450,000.00, Discussion/Approval, Resolution #4-23 (Pages 13-14).
- B. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2023 Mountain Festival, Discussion/Approval, Resolution #5-23 (Pages 15-28).
- C. Authorize the District Manager to Purchase a Mower from Kern River Power Equipment in the Amount of \$25,722.35 and Authorize the District Manager to Approve any Necessary Change Orders up to a Maximum of 10% (or \$2,572.24), Discussion/Approval, (Pages 29-30).

10. BOARD OF DIRECTORS' TIME

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

11. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on August 15, 2023.



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 18, 2023, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, July 14, 2023, 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 14th day of July 2023.

Dated this 14th day of July 2023.

Carrie Champlin

Carrie Champlin

Clerk of the Board of Directors

**SPECIAL BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
THURSDAY, MARCH 23, 2023, 4:30 P.M.**

CALL TO ORDER: Board Meeting Convened By Chairperson Judy at 4:30 P.M.

BOARD MEMBERS

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

1. FLAG SALUTE: Corey Torres led the flag salute.

2. ROLL CALL: Vice-Chairperson Steele was absent.

3. CLOSED SESSION

CONFERENCE WITH LEGAL COUNCIL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (a) of Section 54956.9 (1 potential case).

Nothing actionable to report out of closed session.

4. PUBLIC COMMENTS

None.

5. CONSENT CALENDAR

A. Secretary Declaration of Posting of Agenda 24 hours in Advance of Meeting.

Declaration by the Clerk of the Board of Directors that the agenda was posted at least 24 hours in advance of meeting.

BOARD APPROVED SECRETARY DECLARATION.

Paciullo - Chavez: Ayes: Judy; Chavez; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Steele

B. Approval of the Minutes from the Regular Board Meeting held November 15, 2022.

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD NOVEMBER 15, 2022.

Paciullo - Chavez: Ayes: Judy; Chavez; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Steele

C. Approval of the Preliminary Financial Reports for January, 2023.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR JANUARY 2023.

Paciullo - Chavez: Ayes: Judy; Chavez; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Steele

6. RECREATION MANGER REPORT

Recreation Manager Brenda Cavazos gave the report.

Report on file

7. PARK & FACILITIES MAINTENANCE SUPERVISOR REPORT

Park & Facilities Supervisor Kent Beal gave the report.

Report on file

8. DISTRICT MANAGER REPORT

District Manager Torres gave the report.

Report on file

9. AGENDA ITEMS

A. Presentation by the City of Tehachapi for the Clean California Local Grant Program Cycle Two.

DON MARSH FROM THE CITY OF TEHACHAPI GAVE THE PRESENTATION.

B. Letter of Support for the City of Tehachapi.

BOARD APPROVES THE LETTER OF SUPPORT FOR THE CITY OF TEHACHAPI.

Chavez- Paciullo: Ayes: Judy; Chavez; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Steele

10. BOARD OF DIRECTORS TIME

Board thanked the TVRPD staff for their work.

11. ADJOURNMENT

Having no further business, the meeting was adjourned at 6:10 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on April 18, 2023.

Chavez- Paciullo: Ayes: Judy; Chavez; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Steele

Respectfully Submitted,

Carrie Champlin

Clerk of the Board



Tehachapi Valley Recreation and Park District

Balance Sheet As of April 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	665,423.56
1004 Check BOTS 4470	108,825.15
1005 County Treasury Capital Projects Fund	361,108.25
1006 County FMV	-29,325.00
1051 Change Fund	1,100.00
1100 Petty Cash Fund	400.00
Total Bank Accounts	\$1,107,531.96
Accounts Receivable	
1200 Accounts Receivable	10,500.00
Total Accounts Receivable	\$10,500.00
Other Current Assets	
1091 Merchant Services Receivable	31,770.32
1210 Inventory Asset	11,948.30
Total Other Current Assets	\$43,718.62
Total Current Assets	\$1,161,750.58
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,673,160.08
1163 Equipment	1,366,300.22
1166 Furniture & Fixtures	39,040.40
1167 Machinery	47,089.24
1170 Accumulated Depreciation	-3,504,736.00
1180 Fleet Vehicles and Equipment	224,221.25
Total Fixed Assets	\$2,552,201.47
Other Assets	
1901 DOR-Pension Contributions	71,317.00
1903 DOR-Pension Related	51,784.00
Total Other Assets	\$123,101.00
TOTAL ASSETS	\$3,837,053.05
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	7,817.16
Total Accounts Payable	\$7,817.16
Credit Cards	



Tehachapi Valley Recreation and Park District

Balance Sheet

As of April 30, 2023

	TOTAL
2010 Cardmember Services Payable	18,548.42
Total Credit Cards	\$18,548.42
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	74,377.73
2200 Suspense	-193.77
2207 Sales tax payable-In House	21.58
2207-2 Sales Tax Payable-Square	-0.14
2210 Payroll Liabilities	14,994.48
Total Other Current Liabilities	\$89,199.88
Total Current Liabilities	\$115,565.46
Long-Term Liabilities	
2310 Loan Payable 2016	361,150.97
2900 Net Pension Liability	62,091.00
2902 DIR-Pension Related	85,154.00
Total Long-Term Liabilities	\$508,395.97
Total Liabilities	\$623,961.43
Equity	
3010 Net Investment In Capital Assets	1,166,561.03
3020 Restricted Funds	625,194.75
3110 Retained Earnings	1,119,303.43
Net Income	302,032.41
Total Equity	\$3,213,091.62
TOTAL LIABILITIES AND EQUITY	\$3,837,053.05



Tehachapi Valley Recreation and Park District

Profit and Loss

April 2023

	TOTAL		
	APR 2023	JUL 2022 - APR 2023 (YTD)	% OF INCOME
Income			
4010 Property Taxes	416,984.52	1,119,560.70	84.11 %
4020 Interest Income	-6.90	3,529.05	-0.00 %
4020.1 Interest Income Cap Proj Fund	0.00	2,624.31	0.00 %
4030 Adult Program Revenues	3,724.00	27,815.90	0.75 %
4050 Facility Revenue	23,369.50	146,602.67	4.71 %
4210 Events Revenues	1,240.00	27,122.00	0.25 %
4213 Operational Grants	3,060.00	80,300.00	0.62 %
4215 Capital Grants	12,000.00	32,578.00	2.42 %
4216 Scholarship Donations		135.00	
4300 Youth Program Revenues	43,139.77	309,230.32	8.70 %
4610 Billable Expense Income		4,875.64	
4650 Discounts given	-8,002.17	-54,951.62	-1.61 %
4704 Sales	263.98	6,830.46	0.05 %
Total Income	\$495,772.70	\$1,706,252.43	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs		5,559.98	
5004 Contracted Classes Costs	75.00	1,750.00	0.02 %
5005 Events Costs	3,780.96	33,345.63	0.76 %
5008 Youth Program Costs	13,296.61	40,834.60	2.68 %
5110 Scholarship Fund Expense		803.63	
5704 Purchases for Resale		1,535.15	
Total Cost of Goods Sold	\$17,152.57	\$83,828.99	3.46 %
GROSS PROFIT	\$478,620.13	\$1,622,423.44	96.54 %
Expenses			
6000 Employee Costs	74,188.27	954,626.68	14.96 %
7010 Advertising & Marketing	3,217.23	20,189.93	0.65 %
7020 Bank Service Charges	3,203.49	21,924.75	0.65 %
7025 Cash Short/Over	1.89	-36.24	0.00 %
7030 Dues & Subscriptions	1,091.29	12,884.77	0.22 %
7035 Equipment Rents & Leases	376.69	6,356.81	0.08 %
7050 Insurance		64,412.00	
7056 Interest Expense		1,078.35	
7060 Licenses & Fees	6,508.76	23,117.90	1.31 %
7070 Maintenance	11,225.12	103,027.20	2.26 %
7084 Meals & Entertainment	406.69	6,558.76	0.08 %
7090 Office Supplies	607.19	9,265.99	0.12 %
7120 Professional Development	1,737.26	13,234.89	0.35 %
7150 Professional Fees	2,304.92	75,405.68	0.46 %
7160 Property Tax Collection Fee		4,161.50	



Tehachapi Valley Recreation and Park District

Profit and Loss

April 2023

	TOTAL		
	APR 2023	JUL 2022 - APR 2023 (YTD)	% OF INCOME
7165 Safety Equipment		3,046.65	
7180 Security	369.45	2,644.50	0.07 %
7210 Telephone and Internet	671.78	11,158.35	0.14 %
7230 Uniforms & Apparel	798.84	3,452.45	0.16 %
7250 Utilities	5,690.62	82,275.67	1.15 %
Total Expenses	\$112,399.49	\$1,418,786.59	22.67 %
NET OPERATING INCOME	\$366,220.64	\$203,636.85	73.87 %
Other Income			
8020 Insurance Settlement Proceeds		1,484.10	
8040 TVRPD Development Fee Revenues	6,411.00	96,948.60	1.29 %
Total Other Income	\$6,411.00	\$98,432.70	1.29 %
Other Expenses			
8610 Reimbursed Expenses		37.14	
Total Other Expenses	\$0.00	\$37.14	0.00%
NET OTHER INCOME	\$6,411.00	\$98,395.56	1.29 %
NET INCOME	\$372,631.64	\$302,032.41	75.16 %



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

April 2023

	TOTAL			
	APR 2023	APR 2022 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	416,984.52	397,510.67	19,473.85	4.90 %
4020 Interest Income	-6.90	2,070.98	-2,077.88	-100.33 %
4020.1 Interest Income Cap Proj Fund	0.00	889.06	-889.06	-100.00 %
4030 Adult Program Revenues	3,724.00	3,412.00	312.00	9.14 %
4050 Facility Revenue	23,369.50	16,407.50	6,962.00	42.43 %
4210 Events Revenues	1,240.00		1,240.00	
4213 Operational Grants	3,060.00		3,060.00	
4215 Capital Grants	12,000.00		12,000.00	
4300 Youth Program Revenues	43,139.77	43,640.50	-500.73	-1.15 %
4650 Discounts given	-8,002.17	-7,807.06	-195.11	-2.50 %
4704 Sales	263.98	283.39	-19.41	-6.85 %
Total Income	\$495,772.70	\$456,407.04	\$39,365.66	8.63 %
Cost of Goods Sold				
5004 Contracted Classes Costs	75.00		75.00	
5005 Events Costs	3,780.96		3,780.96	
5008 Youth Program Costs	13,296.61	19,016.86	-5,720.25	-30.08 %
Total Cost of Goods Sold	\$17,152.57	\$19,016.86	\$ -1,864.29	-9.80 %
GROSS PROFIT	\$478,620.13	\$437,390.18	\$41,229.95	9.43 %
Expenses				
6000 Employee Costs	74,188.27	82,271.76	-8,083.49	-9.83 %
7010 Advertising & Marketing	3,217.23	4,092.76	-875.53	-21.39 %
7020 Bank Service Charges	3,203.49	2,113.41	1,090.08	51.58 %
7025 Cash Short/Over	1.89	-0.02	1.91	9,550.00 %
7030 Dues & Subscriptions	1,091.29	15.98	1,075.31	6,729.10 %
7035 Equipment Rents & Leases	376.69	338.26	38.43	11.36 %
7060 Licenses & Fees	6,508.76	7,645.32	-1,136.56	-14.87 %
7070 Maintenance	11,225.12	26,218.68	-14,993.56	-57.19 %
7084 Meals & Entertainment	406.69	168.59	238.10	141.23 %
7090 Office Supplies	607.19	5,679.16	-5,071.97	-89.31 %
7120 Professional Development	1,737.26		1,737.26	
7150 Professional Fees	2,304.92	9,243.50	-6,938.58	-75.06 %
7160 Property Tax Collection Fee		2,681.12	-2,681.12	-100.00 %
7165 Safety Equipment		1,905.22	-1,905.22	-100.00 %
7180 Security	369.45	324.46	44.99	13.87 %
7210 Telephone and Internet	671.78	1,020.88	-349.10	-34.20 %
7230 Uniforms & Apparel	798.84	654.17	144.67	22.12 %
7250 Utilities	5,690.62	9,121.62	-3,431.00	-37.61 %
Total Expenses	\$112,399.49	\$153,494.87	\$ -41,095.38	-26.77 %



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

April 2023

	TOTAL			
	APR 2023	APR 2022 (PY)	CHANGE	% CHANGE
NET OPERATING INCOME	\$366,220.64	\$283,895.31	\$82,325.33	29.00 %
Other Income				
8040 TVRPD Development Fee Revenues	6,411.00	10,685.00	-4,274.00	-40.00 %
Total Other Income	\$6,411.00	\$10,685.00	\$ -4,274.00	-40.00 %
NET OTHER INCOME	\$6,411.00	\$10,685.00	\$ -4,274.00	-40.00 %
NET INCOME	\$372,631.64	\$294,580.31	\$78,051.33	26.50 %



Tehachapi Valley Recreation and Park District

Statement of Cash Flows

April 2023

	TOTAL
OPERATING ACTIVITIES	
Net Income	372,631.64
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	0.00
1092 Merchant Services Receivable:Worldpay Merchant Services (BL Pay Arm)	-50.00
1093 Merchant Services Receivable:Heartland Merchant Services (Rec Trac)	24,875.39
1094 Merchant Services Receivable:Reserve America Credit Cards (BL Recon Rpt)	0.00
1166 Furniture & Fixtures	-3,331.00
2000 Accounts Payable-General Fund	-1,988.06
2010 Cardmember Services Payable	3,906.69
2200 Suspense	-108.08
2207 Sales tax payable-In House	-12.22
2207-2 Sales Tax Payable-Square	0.00
2208 Kern County Loan Payable	-225,000.00
2211 Payroll Liabilities:CalPERS Payable	-3,189.18
2231 Payroll Liabilities:Health Plan Payable	-1,834.93
2241 Payroll Liabilities:AFLAC Payable	-45.70
2250 Payroll Liabilities:Payroll Tax Liabilities	-1,963.32
2252 Payroll Liabilities:GVAP2 Payable	-11.84
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-208,752.25
Net cash provided by operating activities	\$163,879.39
FINANCING ACTIVITIES	
3010 Net Investment In Capital Assets	-6,411.00
3022 Restricted Funds:Capital Projects	6,411.00
Net cash provided by financing activities	\$0.00
NET CASH INCREASE FOR PERIOD	\$163,879.39
Cash at beginning of period	943,652.57
CASH AT END OF PERIOD	\$1,107,531.96

RESOLUTION NO. 4-23

**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 2023-2024 budget in the amount of \$450,000.00 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 2023-2024; 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 \$450,000.00 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 \$450,000.00, 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.

PASSED AND ADOPTED this 18th day of July, 2023 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Directors

ATTEST:

Clerk of the Board of Directors

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made this ____th day of July, 2023, 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 Philip Marx Central Park located at Mojave and "E" Street, including the "D" Street extension (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 solely for the purpose of allowing Licensee to use the Premises to conduct its annual Mountain Festival and such activities related and incidental thereto.

2. TERM. The term of this license shall be from **August 18, 2023 through August 20, 2023**.

The hours of use shall be from **7:00 a.m. to 10:00 p.m.** each day.

3. FEE. In lieu of compensation for the license, Licensee agrees to identify and recognize the District as an "In-Kind Sponsor" for the Mountain Festival. Licensee shall include the District's name and logo in and on all Mountain Festival multimedia marketing, advertising materials, banners, digital and printed promotional items, t-shirts, and any other printed or electronic media which identifies sponsors of the Mountain Festival.

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, 2023** 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, 2023**, with a copy 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 provided in Section 3.

(H) Provide the District and/or its affiliate, the Tehachapi Parks Foundation with a predetermined vendor site within 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 3 and 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 **August 1, 2023**, Licensee shall deposit with District the sum of One Thousand Five Hundred Dollars (**\$1,500.00**) 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 on or before **October 1, 2023**.

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 21, 2023**. In the event significant damages and/or unsatisfactory clean-up efforts are identified the District Manager will facilitate a post-event walk-through 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,

cessionaires, 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, 2023**, 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.

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: Corey Torres, District Manager, Tehachapi Valley Recreation and Park District, P. O. Box 373, Tehachapi, California 93581; to Jeanette Pauer, 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 18, 2023**, 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.

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

“District”

“Licensee”

**TEHACHAPI VALLEY RECREATION AND
PARK DISTRICT**

TEHACHAPI CHAMBER OF COMMERCE, INC.

BY: _____
Chairperson, Board of Directors

BY: Carolyn P. Allen JULY 6, 2023
Chairperson, Board of Directors

BY: _____
Clerk of the Board of Directors

BY: Mary Z. Abrego JULY 6, 2023
Secretary, Board of Directors

RESOLUTION NO. 5-23

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT APPROVING THE 2023 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 2023 contract between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce.

PASSED AND ADOPTED this 18th day of July, 2023 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Directors

ATTEST:

Clerk of the Board of Directors

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



Quotation

Quote # : 149921

Generated on 5/23/2023 4:26:14 PM

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: c.champlin@tvrpd.org

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
GRH 532127	725DT TRACTION UNIT	1.00	16950.00	0.00	16950.00	1398.38	18348.38
GRH 532979	DECK 3472 PF	1.00	4895.00	0.00	4895.00	403.84	5298.84
GRH 503219	COUNTERWEIGHT KIT	1.00	300.00	0.00	300.00	24.75	324.75
GRH 533544	HYD LIFT LC T6 FACTOR	1.00	1385.00	0.00	1385.00	114.26	1499.26
GRH 503637A	ROLLER KIT	1.00	146.99	0.00	146.99	12.13	159.12
GRH 609015	RADIATOR CLEAN OUT TOOL	1.00	85.00	0.00	85.00	7.01	92.01

Subtotal:	\$23,761.99
Tax:	\$1,960.36
Misc Charges:	\$0.00
Misc Tax:	\$0.00
Handling:	\$0.00
Total:	\$25,722.35

THIS QUOTE IS GOOD FOR 30 DAYS.