



Tehachapi Valley

Recreation & Park District

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

**REGULAR BOARD MEETING
TUESDAY, JULY 18, 2017, 5:30 P.M.**

BOARD OF DIRECTORS

LAURA LYNNE WYATT, CHAIRPERSON
CRAIG MIFFLIN, VICE-CHAIRPERSON
MARY LOU CORPUS-ZAMUDIO, DIRECTOR
KALEB JUDY, 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 June 20, 2017 (Pages 4-7).
- C. Approval of Minutes from the Special Board Meeting held June 27, 2017 (Pages 8-9).

5. RECREATION SUPERVISOR REPORT

6. PARK AND FACILITY MAINTENANCE SUPERVISOR REPORT

7. DISTRICT MANAGER REPORT

8. FINANCIAL REPORT

9. AGENDA ITEMS

- A. Approval of the Preliminary Financial Reports for June 2016 – Discussion/Approval (Pages 10-21).
- B. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2017 Mountain Festival, Resolution #7-17 (Pages 22-38).
- C. 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 #8-17 (Pages 39-40).
- D. Tehachapi Valley Recreation and Park District Organizational Changes – Discussion/Approval.

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, 2017.



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 20, 2017, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, July 14, 2017, at 12:00 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 2017.

Dated this 14th day of July 2017.

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 20, 2017, 5:30 P.M.**

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

BOARD MEMBERS

Laura Lynne Wyatt, Chairperson
Craig Mifflin, Vice-Chairperson
Mary Lou Corpus-Zamudio, Director
Kaleb Judy, Director
Ian Steele, Director

ALSO PRESENT

LeAnn Williams, District Manager
Corey Torres, Recreation Supervisor
Nolan Ferdinand, Park & Facility Maintenance Supervisor
Ashley Krempien, Recreation Coordinator
Taylor Davis, Office Specialist
Greg Garrett, City of Tehachapi Manager
Bill Fisher, General Manager GHCSO
Michelle Vance, Economic Development Coordinator
Judith Campanaro, The Loop
Steve Shaw

- 1. FLAG SALUTE:** Recreation Supervisor Corey Torres led the flag salute.
- 2. ROLL CALL:** All present.
- 3. PUBLIC COMMENTS:** Steve Shaw thanked TVRPD staff for a good debriefing on the Brite Lake Fishing Derby event. Mr. Shaw requested a fundraising total from the Tehachapi Parks Foundation.
- 4. CLOSED SESSION**
 - a. Personnel: – Government Code Section 54957 (b) Consider the Appointment of a Public Employee: District Manager

MOTION TO MOVE TO CLOSED SESSION AT 5:33 P.M.

Mifflin - Corpus-Zamudio: Ayes: Wyatt; Mifflin; Corpus-Zamudio; Judy; Steele
Noes: None. Motion carried.
Absent: None.

MOTION TO RECONVENE FROM CLOSED SESSION AT 7:45 P.M.

Mifflin - Corpus-Zamudio: Ayes: Wyatt; Mifflin; Corpus-Zamudio; Judy; Steele
Noes: None. Motion carried.
Absent: None.

Report on Closed Session: No Action Taken.

5. CONSENT CALENDAR

A. Secretary Declaration of Posting of Agenda 72 hours in Advance of Meeting Held

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.

Mifflin - Judy; Ayes: Wyatt; Mifflin; Corpus-Zamudio; Judy; Steele

Noes: None. Motion carried.

Absent: None.

B. Approval of Minutes from the Regular Board Meeting held May 16, 2017.

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD MAY 16, 2017.

Mifflin - Judy; Ayes: Wyatt; Mifflin; Corpus-Zamudio; Judy; Steele

Noes: None. Motion carried.

Absent: None.

6. RECREATION SUPERVISOR REPORT

Recreation Supervisor Corey Torres gave the report.

- Battle of the Bands: June 24, 2017.
- NFL Youth Flag Football starts next week.
- Youth Volleyball is in progress.
- Movies in the Park: "Fantastic Beasts and Where to Find Them"-Thursday June 22, 2017.
- Adult Softball: Torres thanked TVRPD Park & Facility Maintenance Supervisor Nolan Ferdinand his staff for their great work at the Meadowbrook softball field.
- Adventure Camp 2017 – Four 2 week sessions for children age 5-12. Camp started June 12, 2017.
- Pool: Pool is busy from 5:00 A.M. to 10:00 P.M. with Lap Swim, Recreation Swim, Water Aerobics, and Swim Lessons. New this year is Private Swim Lessons and we have had a good response to the program.
- Swim Lessons: The first session started June 12, 2017. Registrations have increased from last year.
- British Soccer Camp will start its fourth year with TVRPD on June 26, 2017.
- Battle of the Bands: June 24, 2017.

7. PARK AND FACILITY MAINTENANCE SUPERVISOR REPORT

Park and Facility Maintenance Supervisor Nolan Ferdinand gave the report.

- Brite Lake: Working on repairs to the septic system. Tree trimming and or removal is scheduled for July 10, 2017.
- Skate Park: Repair work continues.
- Meadowbrook field refurbishment: Fifty-two tons of brick dust and infield conditioner were used on the softball field.
- ABIAC: Ferdinand thanked the Board for their decision to change the type of rentals allowed at the facility. This change is important for the care and longevity of the new basketball floor.

8. DISTRICT MANAGER REPORT

District Manager LeAnn Williams gave the report.

- District Manager Williams thanked Office Specialist Taylor Davis, Office Manager Carrie Champlin, and Better Ledger owner Marlene Lewis for their work with the annual audit. Williams thanked Recreation Supervisor Corey Torres for bringing back the Adventure Camp program and Private Swim Lessons. Williams thanked Recreation Coordinator Ashley Krempien for her work with the races series and acquiring sponsorships.

9. FINANCIAL REPORT

Office Manager Carrie Champlin gave the report.

10. AGENDA ITEMS

A. Approval of the Preliminary Financial Reports for May 2017.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR MAY 2017.

Judy - Corpus-Zamudio: Ayes: Wyatt; Mifflin; Corpus-Zamudio; Judy; Steele

Noes: None. Motion carried.

Absent: None.

B. Discussion/Approval of the Tehachapi Valley Recreation and Park District's Preliminary Fiscal Year 17/18 Annual Budget and Preliminary Budget for Fiscal Years 2018/19, 2019/20, 2020/21, and 2021/22.

1. Public Hearing Opened at 8:21 P.M.

No Public Comments.

2. Board Approves the Tehachapi Valley Recreation and Park District Preliminary Budget for Fiscal Year 2017/2018 and Preliminary Budget for Fiscal Years 2018/19, 2019/20, 2020/21, and 2021/22 – Resolution #6-17.

Judy - Corpus-Zamudio: Ayes: Wyatt; Mifflin; Corpus-Zamudio; Judy; Steele

Noes: None. Motion carried.

Absent: None.

- 11. BOARD OF DIRECTORS TIME:** Chairperson Wyatt welcomed Director Ian Steele to the TVRPD Board. Vice-Chairperson Mifflin thanked District Manager Williams for her work. The Board thanked former TVRPD Board member Paulette Rush for her years of service to TVRPD. Director Judy stated that he and his family love using TVRPD parks. Director Ian Steele Stated that it is an honor to be a part of the TVRPD team.

12. ADJOURNMENT

Having no further business the meeting was adjourned at 8:26 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on July 18, 2017.

Corpus-Zamudio - Steele: Ayes: Wyatt; Mifflin; Corpus-Zamudio; Judy; Steele

Noes: None. Motion carried.

Absent: None.

Respectfully Submitted,

Carrie Champlin
Carrie Champlin, Clerk of the Board

**MINUTES OF THE SPECIAL BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561
TUESDAY JUNE 27, 2017, 5:30 P.M.**

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

BOARD MEMBERS

Laura Lynne Wyatt, Chairperson
Craig Mifflin, Vice-Chairperson
Mary Lou Corpus-Zamudio, Director
Kaleb Judy, Director
Ian Steele, Director

ALSO PRESENT

LeAnn Williams, District Manager
Corey Torres, Recreation Supervisor
Nolan Ferdinand, Park & Facility Maintenance Supervisor
Greg Garrett, City of Tehachapi Manager
Michelle Vance, Economic Development Coordinator
Bill Fisher, General Manager GHCSO
David Shaw, GHCSO

1. **FLAG SALUTE:** District Manager Williams led the Flag Salute.
2. **ROLL CALL:** Vice-Chairperson Mifflin was absent.
3. **PUBLIC COMMENTS:** City Manager Greg Garrett thanked District Manager Williams for her Work at TVRPD and wished her well in her future endeavors. Mr. Garrett also thanked the TVRPD District Manager Hiring Committee and TVRPD Board for their time and commitment to choosing a new District Manager for TVRPD.

4. CONSENT CALENDAR

A. Secretary Declaration of Posting of Agenda 72 hours in Advance of Meeting Held

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.

Judy – Corpus-Zamudio: Ayes: Wyatt; Corpus-Zamudio; Judy; Steele

Noes: None. Motion carried.

Absent: Mifflin

5. CLOSED SESSION:

- a. Personnel: – Government Code Section 54957 (b) Consider the Appointment of a Public Employee: District Manager

MOTION TO ADJOURN TO CLOSED SESSION AT 5:38 P.M.

Judy – Steele: Ayes: Wyatt; Corpus-Zamudio; Judy; Steele
Noes: None. Motion carried.
Absent: Mifflin

MOTION TO RECONVENE FROM CLOSED SESSION AT 7:08 P.M.

Judy – Steele: Ayes: Wyatt; Corpus-Zamudio; Judy; Steele
Noes: None. Motion carried.
Absent: Mifflin

Report on Closed Session:

The Board announced that they voted to offer Michelle Vance the TVRPD District Manager position at a starting salary of \$83,000.00. The vote was as follows:

Ayes: Wyatt; Corpus-Zamudio; Judy; Steele
Noes: None. Motion carried.
Absent: Mifflin

The Board reported that Michelle Vance accepted the written offer and will start July 10, 2017.

6. BOARD OF DIRECTORS TIME: None.

7. ADJOURNMENT

Having no further business the meeting was adjourned at 7:10 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on July 18, 2017.

Judy – Corpus-Zamudio: Ayes: Wyatt; Corpus-Zamudio; Judy; Steele
Noes: None. Motion carried.
Absent: Mifflin

Respectfully Submitted,

Carrie Champlin
Carrie Champlin, Clerk of the Board



Tehachapi Valley Recreation and Park District

BALANCE SHEET

As of June 30, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	369,585.55
1004 Check BOTS 4470	154,831.20
1005 County Treasury Capital Projects Fund	6,440.79
1007 Square Inc-Brite Lake	196.73
1051 Change Fund	850.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	\$532,104.27
Accounts Receivable	
1200 Accounts Receivable	16,720.75
Total Accounts Receivable	\$16,720.75
Other Current Assets	
1070 Prepaid Expenses	8,941.86
1096 Undeposited Funds	42.00
1210 Inventory Asset	4,730.95
Total Other Current Assets	\$13,714.81
Total Current Assets	\$562,539.83
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	2,443,517.03
1163 Equipment	1,043,105.06
1163.1 Equipment Not Placed in Service	50,043.59
1164 Swimming Pool & Building	429,589.74
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,626,383.00
1180 Fleet Vehicles and Equipment	85,118.77
1280 Site Lease Issuance Cost	20,250.00
Total Fixed Assets	\$2,580,724.25
Other Assets	
1901 DOR-Employee Contribution after MD	32,998.00
1903 DOR-Difference in Properties	13,059.00
1904 DOR-Difference in Experience	1,444.00
Total Other Assets	\$47,501.00
TOTAL ASSETS	\$3,190,765.08
LIABILITIES AND EQUITY	

	TOTAL
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	25,263.51
Total Accounts Payable	\$25,263.51
Credit Cards	
2010 Cardmember Services Payable	8,472.33
2014 Home Depot Payable	676.17
Total Credit Cards	\$9,148.50
Other Current Liabilities	
2020 Year End Accruals	7,639.97
2021 Accrued Salaries & Wages	12,255.38
2022 Accrued Employer PR Taxes	1,226.39
2024 Accrued Vacation, Sick, & Comp Time	34,444.08
2207 Sales tax payable	714.56
2210 Payroll Liabilities	12,558.51
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	\$69,838.89
Total Current Liabilities	\$104,250.90
Long-Term Liabilities	
2310 COPF Site Lease	587,250.00
2900 Net Pension Liability	75,553.00
2901 DIR-Earning on Plan Investments	6,844.00
2902 DIR-Difference in Contributions	26,248.00
2903 DIR-Difference in Proportion	73,239.00
2905 DIR-Changes in Assumption	13,654.00
Total Long-Term Liabilities	\$782,788.00
Total Liabilities	\$887,038.90
Equity	
3010 Net Investment In Capital Assets	2,577,667.63
3020 Restricted Funds	242,536.81
3030 Unrestricted Funds	147,854.40
3110 Retained Earnings	0.00
Net Income	-664,332.66
Total Equity	\$2,303,726.18
TOTAL LIABILITIES AND EQUITY	\$3,190,765.08



Tehachapi Valley Recreation and Park District

PROFIT AND LOSS

June 2017

	TOTAL		
	JUN 2017	JUL 2016 - JUN 2017 (YTD)	% OF INCOME
INCOME			
4010 Property Taxes	24,552.68	869,515.10	28.86 %
4020 Interest Income	-30.09	2,117.70	-0.04 %
4020.1 Interest Income Cap Proj Fund		436.96	
4030 Adult Program Revenues	5,948.25	32,615.34	6.99 %
4050 Facility Revenue	31,652.32	127,070.06	37.21 %
4200 Contracted Classes Revenues	1,696.50	39,725.00	1.99 %
4210 Events Revenues	4,573.50	32,116.45	5.38 %
4213 Operational Grants		33,197.04	
4215 Capital Grants		171,752.98	
4216 Scholarship Donations		50.00	
4300 Youth Program Revenues	17,332.90	108,246.39	20.38 %
4610 Billable Expense Income		5,223.79	
4650 Discounts given	-1,007.50	-4,015.50	-1.18 %
4690 Other Income		2,628.12	
4704 Sales	347.52	619.55	0.41 %
Total Income	\$85,066.08	\$1,421,298.98	100.00 %
COST OF GOODS SOLD			
5001 Adult Program Costs	395.30	1,813.43	0.46 %
5002 Fish Stocking		15,215.00	
5004 Contracted Classes Costs	2,945.00	31,364.38	3.46 %
5005 Events Costs	9,635.65	50,170.56	11.33 %
5008 Youth Program Costs	4,206.04	22,669.14	4.94 %
5110 Scholarship Fund Expense	131.25	2,562.29	0.15 %
5704 Purchases for Resale	462.04	1,230.24	0.54 %
Total Cost of Goods Sold	\$17,775.28	\$125,025.04	20.90 %
GROSS PROFIT	\$67,290.80	\$1,296,273.94	79.10 %
EXPENSES			
6000 Employee Costs	79,846.89	610,897.96	93.86 %
7010 Advertising & Marketing	2,231.21	23,867.17	2.62 %
7020 Bank Service Charges	914.60	8,868.07	1.08 %
7026 Charitable Contribution		1,875.00	
7030 Dues & Subscriptions	600.00	8,566.83	0.71 %
7035 Equipment Rents & Leases	239.09	1,606.29	0.28 %
7050 Insurance	1,531.98	20,723.96	1.80 %
7056 Interest Expense	7,639.97	16,359.03	8.98 %
7060 Licenses & Fees	669.21	8,292.34	0.79 %
7070 Maintenance	6,465.23	95,947.80	7.60 %

	TOTAL		
	JUN 2017	JUL 2016 - JUN 2017 (YTD)	% OF INCOME
7084 Meals & Entertainment	349.14	2,014.01	0.41 %
7090 Office Supplies	1,481.89	12,930.59	1.74 %
7120 Professional Development	15.00	7,586.44	0.02 %
7150 Professional Fees	5,487.00	51,194.03	6.45 %
7160 Property Tax Collection Fee		13,893.84	
7180 Security	179.96	9,292.94	0.21 %
7210 Telephone	933.74	11,034.74	1.10 %
7230 Uniforms & Apparel	84.65	4,902.23	0.10 %
7250 Utilities	5,686.01	68,591.97	6.68 %
7999 Uncategorized Expense		441.50	
Total Expenses	\$114,355.57	\$978,886.74	134.43 %
NET OPERATING INCOME	\$ -47,084.77	\$317,387.20	-55.33 %
OTHER INCOME			
8020 Insurance Settlement Proceeds		82,554.63	
8040 TVRPD Development Fee Revenues	2,137.00	36,329.00	2.51 %
Total Other Income	\$2,137.00	\$118,883.63	2.51 %
OTHER EXPENSES			
8501 Fixed Asset Purchases		344,737.86	
8502 Capital Improvements		736,870.79	
8505 Quimby Expense		4,741.84	
8507 Loan Principal Payments (2310)		14,253.00	
Total Other Expenses	\$0.00	\$1,100,603.49	0.00%
NET OTHER INCOME	\$2,137.00	\$ -981,719.86	2.51 %
NET INCOME	\$ -44,927.77	\$ -684,332.66	-52.82 %



Tehachapi Valley Recreation and Park District

PROFIT & LOSS PRIOR YEAR COMPARISON

July 2016 - June 2017

	TOTAL			
	JUL 2016 - JUN 2017	JUL 2015 - JUN 2016 (PY)	CHANGE	% CHANGE
INCOME				
4010 Property Taxes	869,515.10	869,407.65	107.45	0.01 %
4020 Interest Income	2,117.70	2,491.11	-373.41	-14.99 %
4020.1 Interest Income Cap Proj Fund	436.96	2,377.47	-1,940.51	-81.62 %
4030 Adult Program Revenues	32,615.34	21,716.43	10,898.91	50.19 %
4050 Facility Revenue	127,070.06	122,802.75	4,267.31	3.47 %
4200 Contracted Classes Revenues	39,725.00	40,950.41	-1,225.41	-2.99 %
4210 Events Revenues	32,116.45	27,585.50	4,530.95	16.43 %
4211 Grant Income		52,534.77	-52,534.77	-100.00 %
4213 Operational Grants	33,197.04	20,021.60	13,175.44	65.81 %
4215 Capital Grants	171,752.98	3,000.00	168,752.98	5,625.10 %
4216 Scholarship Donations	50.00		50.00	
4300 Youth Program Revenues	108,246.39	71,305.00	36,941.39	51.81 %
4610 Billable Expense Income	5,223.79	15,385.59	-10,161.80	-66.05 %
4650 Discounts given	-4,015.50	-3,557.65	-457.85	-12.87 %
4690 Other Income	2,628.12	2,967.20	-339.08	-11.43 %
4704 Sales	619.55	1,715.65	-1,096.10	-63.89 %
4750 Commission Income		-195.30	195.30	100.00 %
Total Income	\$1,421,298.98	\$1,250,508.18	\$170,790.80	13.66 %
COST OF GOODS SOLD				
5001 Adult Program Costs	1,813.43	7,221.45	-5,408.02	-74.89 %
5002 Fish Stocking	15,215.00		15,215.00	
5004 Contracted Classes Costs	31,364.38	29,417.67	1,946.71	6.62 %
5005 Events Costs	50,170.56	36,150.26	14,020.30	38.78 %
5008 Youth Program Costs	22,669.14	22,706.21	-37.07	-0.16 %
5110 Scholarship Fund Expense	2,562.29	841.00	1,721.29	204.67 %
5704 Purchases for Resale	1,230.24	861.14	369.10	42.86 %
Total Cost of Goods Sold	\$125,025.04	\$97,197.73	\$27,827.31	28.63 %
GROSS PROFIT	\$1,296,273.94	\$1,153,310.45	\$142,963.49	12.40 %
EXPENSES				
6000 Employee Costs	610,897.96	588,647.04	22,250.92	3.78 %
7010 Advertising & Marketing	23,867.17	24,809.98	-942.81	-3.80 %
7015 Bad Debt Expense	0.00	3,547.26	-3,547.26	-100.00 %
7020 Bank Service Charges	8,868.07	6,750.83	2,117.24	31.36 %
7025 Cash Short/Over		10.00	-10.00	-100.00 %
7026 Charitable Contribution	1,875.00	2,994.57	-1,119.57	-37.39 %
7027 Depreciation Expense		112,095.00	-112,095.00	-100.00 %
7030 Dues & Subscriptions	8,566.83	7,849.20	717.63	9.14 %

	TOTAL			
	JUL 2016 - JUN 2017	JUL 2015 - JUN 2016 (PY)	CHANGE	% CHANGE
7035 Equipment Rents & Leases	1,606.29	1,341.85	264.44	19.71 %
7050 Insurance	20,723.96	20,234.63	489.33	2.42 %
7056 Interest Expense	16,359.03		16,359.03	
7060 Licenses & Fees	8,292.34	8,423.74	-131.40	-1.56 %
7070 Maintenance	95,947.80	108,882.65	-12,934.85	-11.88 %
7084 Meals & Entertainment	2,014.01	1,874.74	139.27	7.43 %
7090 Office Supplies	12,930.59	14,894.49	-1,963.90	-13.19 %
7120 Professional Development	7,586.44	11,414.92	-3,828.48	-33.54 %
7150 Professional Fees	51,194.03	66,616.92	-15,422.89	-23.15 %
7160 Property Tax Collection Fee	13,893.84	11,272.00	2,621.84	23.26 %
7180 Security	9,292.94	4,843.95	4,448.99	91.85 %
7210 Telephone	11,034.74	14,739.16	-3,704.42	-25.13 %
7230 Uniforms & Apparel	4,902.23	2,593.83	2,308.40	89.00 %
7250 Utilities	68,591.97	83,067.73	-14,475.76	-17.43 %
7299 Interest Expense KCA		1,421.47	-1,421.47	-100.00 %
7999 Uncategorized Expense	441.50		441.50	
Total Expenses	\$978,886.74	\$1,098,325.96	\$ -119,439.22	-10.87 %
NET OPERATING INCOME	\$317,387.20	\$54,984.49	\$262,402.71	477.23 %
OTHER INCOME				
8020 Insurance Settlement Proceeds	82,554.63		82,554.63	
8040 TVRPD Development Fee	36,329.00	55,562.00	-19,233.00	-34.62 %
Revenues				
Total Other Income	\$118,883.63	\$55,562.00	\$63,321.63	113.97 %
OTHER EXPENSES				
8501 Fixed Asset Purchases	344,737.86	0.00	344,737.86	
8502 Capital Improvements	736,870.79	0.00	736,870.79	
8505 Quimby Expense	4,741.84	11,876.97	-7,135.13	-60.08 %
8507 Loan Principal Payments (2310)	14,253.00		14,253.00	
Total Other Expenses	\$1,100,603.49	\$11,876.97	\$1,088,726.52	9,166.70 %
NET OTHER INCOME	\$ -981,719.86	\$43,885.03	\$ -1,025,404.89	-2,347.27 %
NET INCOME	\$ -664,332.66	\$98,669.52	\$ -763,002.18	-773.29 %



Tehachapi Valley Recreation and Park District

BUDGET VS. ACTUALS: TVRPD BUDGET FYE 06/30/17

July 2016 - June 2017

		TOTAL		
	ACTUAL	BUDGET	REMAINING	% REMAINING
INCOME				
4010 Property Taxes	869,515.10	828,000.00	-41,515.10	-5.01 %
4020 Interest Income	2,117.70	3,000.00	882.30	29.41 %
4020.1 Interest Income Cap Proj Fund	436.96		-436.96	
4030 Adult Program Revenues	32,615.34	15,375.00	-17,240.34	-112.13 %
4050 Facility Revenue	127,070.06	118,325.00	-8,745.06	-9.24 %
4200 Contracted Classes Revenues	39,725.00	29,958.00	-9,767.00	-32.60 %
4210 Events Revenues	32,116.45	31,470.00	-646.45	-2.05 %
4213 Operational Grants	33,197.04	21,400.00	-11,797.04	-55.13 %
4215 Capital Grants	171,752.98	164,606.00	-7,146.98	-4.34 %
4216 Scholarship Donations	50.00		-50.00	
4300 Youth Program Revenues	108,246.39	89,639.00	-18,607.39	-20.76 %
4610 Billable Expense Income	5,223.79	15,000.00	9,776.21	65.17 %
4650 Discounts given	-4,015.50	-3,500.00	515.50	-14.73 %
4690 Other Income	2,628.12		-2,628.12	
4704 Sales				
4701 Beer Sales-Taxable	158.50	700.00	541.50	77.36 %
4705 Food Sales Non Taxable	272.03	460.00	187.97	40.86 %
4709 Soda Sales-Taxable	189.02	40.00	-149.02	-372.55 %
Total 4704 Sales	619.55	1,200.00	580.45	48.37 %
Total Income	\$1,421,298.98	\$1,312,473.00	\$ -108,825.98	-8.29 %
COST OF GOODS SOLD				
5001 Adult Program Costs	1,813.43	4,419.00	2,605.57	58.96 %
5002 Fish Stocking	15,215.00		-15,215.00	
5004 Contracted Classes Costs	31,364.38	22,520.00	-8,844.38	-39.27 %
5005 Events Costs	50,170.56	42,740.00	-7,430.56	-17.39 %
5008 Youth Program Costs	22,669.14	28,255.00	5,585.86	19.77 %
5110 Scholarship Fund Expense				
5115 Chavez Scholarship Fund	1,931.79	500.00	-1,431.79	-286.36 %
5117 Walter Dye Scholarship Fund	630.50	500.00	-130.50	-26.10 %
Total 5110 Scholarship Fund Expense	2,562.29	1,000.00	-1,562.29	-156.23 %
5704 Purchases for Resale				
5701 Beer Purchases	839.15	450.00	-389.15	-86.48 %
5703 Food Purchases	267.54	400.00	132.46	33.12 %
5709 Soda Purchases	123.55	100.00	-23.55	-23.55 %
Total 5704 Purchases for Resale	1,230.24	950.00	-280.24	-29.50 %
Total Cost of Goods Sold	\$125,025.04	\$99,884.00	\$ -25,141.04	-25.17 %

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
GROSS PROFIT	\$1,296,273.94	\$1,212,589.00	\$ -83,684.94	-6.90 %
EXPENSES				
6000 Employee Costs				
6010 Salaries & Wages	458,514.85	464,942.00	6,427.15	1.38 %
6020 Employee Taxable Allowances	8,064.29	9,350.00	1,285.71	13.75 %
6050 Benefits				
6051 Employee MedDental/VisLife	36,110.16	39,000.00	2,889.84	7.41 %
6055 Employee Retirement CalPERS	26,374.65	47,687.00	21,312.35	44.69 %
6056 CalPERS Unfunded Liability	8,112.00	7,500.00	-612.00	-8.16 %
Valuation				
6058 Employer Taxes	42,760.54	44,000.00	1,239.46	2.82 %
6060 Reimbursed Employee Expenses	85.65	1,000.00	914.35	91.44 %
6070 Vacation, Sick, & Admin Leave	3,034.85	1,500.00	-1,534.85	-102.32 %
6090 Worker's Compensation Insurance	27,840.97	21,000.00	-6,840.97	-32.58 %
Total 6050 Benefits	144,318.82	161,687.00	17,368.18	10.74 %
Total 6000 Employee Costs	610,897.96	635,979.00	25,081.04	3.94 %
7010 Advertising & Marketing	23,867.17	16,000.00	-7,867.17	-49.17 %
7020 Bank Service Charges	8,868.07	7,000.00	-1,868.07	-26.69 %
7026 Charitable Contribution	1,875.00	2,500.00	625.00	25.00 %
7030 Dues & Subscriptions	8,566.83	8,950.00	383.17	4.28 %
7035 Equipment Rents & Leases				
7036 Maintenance Equipment Rental	200.00	1,200.00	1,000.00	83.33 %
7037 Office Equipment Rental	1,406.29	800.00	-606.29	-75.79 %
Total 7035 Equipment Rents & Leases	1,606.29	2,000.00	393.71	19.69 %
7050 Insurance				
7051 Auto Insurance	4,006.32	4,000.00	-6.32	-0.16 %
7052 HUB Insurance	-50.57	0.00	50.57	
7053 Property Insurance	10,295.31	10,000.00	-295.31	-2.95 %
7055 Liability Insurance	6,472.90	8,000.00	1,527.10	19.09 %
Total 7050 Insurance	20,723.96	22,000.00	1,276.04	5.80 %
7056 Interest Expense	18,359.03	8,665.00	-7,694.03	-88.79 %
7060 Licenses & Fees	8,292.34	10,000.00	1,707.66	17.08 %
7070 Maintenance				
7071 Pool Chemicals	4,377.08	6,000.00	1,622.92	27.05 %
7072 Building & Park Maintenance	19,823.76	31,150.00	11,326.24	36.36 %
7073 Accessibility Upgrades		100.00	100.00	100.00 %
7074 Equipment Maintenance	14,759.58	12,814.00	-1,945.58	-15.18 %
7075 Fuel	8,817.28	10,000.00	1,182.72	11.83 %
7076 Janitorial Supplies	10,369.34	11,500.00	1,130.66	9.83 %
7077 Small Tools & Equipment	940.07	1,800.00	859.93	47.77 %
7078 Materials & Supplies	35,031.91	36,682.00	1,650.09	4.50 %
7079 Fleet Maintenance	1,828.78	4,000.00	2,171.22	54.28 %
Total 7070 Maintenance	95,947.80	114,048.00	18,098.20	15.87 %
7084 Meals & Entertainment	2,014.01	3,000.00	985.99	32.87 %
7090 Office Supplies	12,930.59	13,500.00	569.41	4.22 %
7120 Professional Development	7,586.44	8,500.00	913.56	10.75 %
7150 Professional Fees				
7151 Annual Audit	11,500.00	10,500.00	-1,000.00	-9.52 %

		TOTAL		
	ACTUAL	BUDGET	REMAINING	% REMAINING
7152 Bookkeeping & Payroll	21,997.19	22,200.00	202.81	0.91 %
7153 Information Technology	8,759.48	8,000.00	-759.48	-9.49 %
7155 Legal	8,937.36	15,000.00	6,062.64	40.42 %
Total 7150 Professional Fees	51,194.03	55,700.00	4,505.97	8.09 %
7160 Property Tax Collection Fee	13,893.84	12,000.00	-1,893.84	-15.78 %
7180 Security	9,292.94	3,500.00	-5,792.94	-165.51 %
7210 Telephone	11,034.74	11,100.00	65.26	0.59 %
7230 Uniforms & Apparel	4,902.23	5,000.00	97.77	1.96 %
7250 Utilities				
7252 Electric Service	36,178.01	39,800.00	3,621.99	9.10 %
7254 Gas Service	12,277.97	10,950.00	-1,327.97	-12.13 %
7256 Sanitation Services	11,070.18	14,423.00	3,352.82	23.25 %
7258 Water Service	9,065.81	10,060.00	994.19	9.88 %
Total 7250 Utilities	68,591.97	75,233.00	6,641.03	8.83 %
7999 Uncategorized Expense	441.50		-441.50	
Total Expenses	\$978,886.74	\$1,014,673.00	\$35,786.26	3.53 %
NET OPERATING INCOME	\$317,387.20	\$197,916.00	\$ -119,471.20	-60.36 %
OTHER INCOME				
8020 Insurance Settlement Proceeds	82,554.63	82,555.00	0.37	0.00 %
8040 TVRPD Development Fee Revenues	36,329.00		-36,329.00	
Total Other Income	\$118,883.63	\$82,555.00	\$ -36,328.63	-44.01 %
OTHER EXPENSES				
8501 Fixed Asset Purchases	344,737.86	64,500.00	-280,237.86	-434.48 %
8502 Capital Improvements	736,870.79	669,713.00	-67,157.79	-10.03 %
8505 Quimby Expense	4,741.84	4,742.00	0.16	0.00 %
8507 Loan Principal Payments (2310)	14,253.00	14,253.00	0.00	0.00 %
Total Other Expenses	\$1,100,803.49	\$753,208.00	\$ -347,395.49	-46.12 %
NET OTHER INCOME	\$ -981,719.86	\$ -670,653.00	\$311,066.86	-46.38 %
NET INCOME	\$ -664,332.66	\$ -472,737.00	\$191,595.66	-40.53 %



Tehachapi Valley Recreation and Park District

STATEMENT OF CASH FLOWS

June 2017

	TOTAL
OPERATING ACTIVITIES	
Net Income	-44,927.77
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-2,670.00
1070 Prepaid Expenses	-5,506.45
1092 Credit Card Receivables	4,824.35
1210 Inventory Asset	-21.58
2000 Accounts Payable-General Fund	1,240.35
2010 Cardmember Services Payable	6,640.50
2014 Home Depot Payable	330.99
2020 Year End Accruals	7,639.97
2021 Accrued Salaries & Wages	-6,323.96
2022 Accrued Employer PR Taxes	-536.22
2024.2 Accrued Vacation, Sick, & Comp Time:Accrued Vacation	5,816.07
2024.3 Accrued Vacation, Sick, & Comp Time:Accrued Sick Leave (50%)	-2,781.22
2200 Suspense	0.00
2207 Sales tax payable	235.62
2211 Payroll Liabilities:CalPERS Payable	1,167.17
2231 Payroll Liabilities:Health Plan Payable	617.73
2241 Payroll Liabilities:AFLAC Payable	335.88
2250 Payroll Liabilities:Payroll Tax Liabilities	7,679.03
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	18,088.23
Net cash provided by operating activities	\$ -26,839.54
INVESTING ACTIVITIES	
1164 Swimming Pool & Building	-3,056.62
Net cash provided by investing activities	\$ -3,056.62
FINANCING ACTIVITIES	
3022 Restricted Funds:Capital Projects	2,137.00
3030 Unrestricted Funds	-2,137.00
Net cash provided by financing activities	\$0.00
NET CASH INCREASE FOR PERIOD	\$ -29,896.16
CASH AT BEGINNING OF PERIOD	562,042.43
CASH AT END OF PERIOD	\$532,146.27



Tehachapi Valley Recreation and Park District

STATEMENT OF CASH FLOWS

July 2016 - June 2017

	TOTAL
OPERATING ACTIVITIES	
Net Income	-664,332.66
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-13,838.38
1040 Taxes Receivable	4,342.43
1070 Prepaid Expenses	637.84
1075 Employee Cash Advances	0.00
1085 Interest Receivable	815.23
1085.1 Interest Receivable Cap Proj Fund	614.79
1092 Credit Card Receivables	628.00
1210 Inventory Asset	-21.58
Payroll Refunds	0.00
2000 Accounts Payable-General Fund	-84,580.56
2000.1 Accounts Payable (A/P)-Capital Projects Fund	-80,854.50
2010 Cardmember Services Payable	362.95
2012 Home 4 Less Payable	0.00
2014 Home Depot Payable	-163.53
2020 Year End Accruals	458.74
2021 Accrued Salaries & Wages	-7,928.82
2022 Accrued Employer PR Taxes	-311.20
2024.2 Accrued Vacation, Sick, & Comp Time:Accrued Vacation	5,816.07
2024.3 Accrued Vacation, Sick, & Comp Time:Accrued Sick Leave (50%)	-2,781.22
2200 Suspense	0.00
2207 Sales tax payable	-361.09
2208 Kern County Loan Payable	0.00
2211 Payroll Liabilities:CalPERS Payable	769.33
2231 Payroll Liabilities:Health Plan Payable	1,520.71
2241 Payroll Liabilities:AFLAC Payable	223.92
2250 Payroll Liabilities:Payroll Tax Liabilities	8,313.61
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-166,337.56
Net cash provided by operating activities	\$ -830,670.22
INVESTING ACTIVITIES	
1162 Improvements	-950,819.68
1163 Equipment	-415,633.50
1163.1 Equipment Not Placed In Service	91,672.27
1164 Swimming Pool & Building	-48,947.25
1190 Construction In Progress	259,312.89
1280 Site Lease Issuance Cost	-20,250.00
Net cash provided by investing activities	\$ -1,084,665.27

	TOTAL
FINANCING ACTIVITIES	
2310 COPF Site Lease	587,250.00
3012 Net Investment In Capital Assets:Investment in Fixed Assets	1,079,052.65
3022 Restricted Funds:Capital Projects	-293,561.55
3023 Restricted Funds:Quimby	-4,741.84
3025 Restricted Funds:Dog Park	-25,500.00
3027 Restricted Funds:ABIAC Refurbishment	0.00
3028 Restricted Funds:Site Lease Funds	232,392.08
3029 Restricted Funds:ABIAC Fountain Fund	0.00
3030 Unrestricted Funds	-124,904.13
3110 Retained Earnings	218,871.44
Net cash provided by financing activities	\$1,668,858.65
NET CASH INCREASE FOR PERIOD	\$ -246,476.84
CASH AT BEGINNING OF PERIOD	778,623.11
CASH AT END OF PERIOD	\$532,146.27

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 11th day of July, 2017, 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 18, 2017 to August 20, 2017.**

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, 2017** 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, 2017**, 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 18, 2017**, 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 21, 2017**. 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, 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 5, 2017**, 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/her 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/her 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: Michelle Vance, 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 12, 2017**, 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

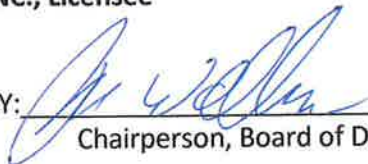
rebuttable presumption against the party who drafted same.

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 CHAMBER OF COMMERCE,
INC., Licensee**

BY: _____
Chairperson, Board of Directors

BY: _____
Secretary, Board of Directors

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

BY: _____
Chairperson, Board of Directors

BY: _____
Clerk of the 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 18-20, 2017 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: 7-11-17

Directors

Signed: [Signature]

Print Name: JIM WALLACE

Signed: [Signature]

Print Name: SUSAN ABRON

Signed: [Signature]

Print Name: Carolyn P. Wiles

Signed: [Signature]

Print Name: Stephanie Ursua

Signed: [Signature]

Print Name: Carl GEHRCKE

Signed: _____

Print Name: _____

Signed: [Signature]

Print Name: Kathy Carey

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

IN THE MATTER OF

**APPROVING THE 2017 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 18th day of July 2017 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. 07-17

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE 2017 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 2017 contract between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce.

**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 18th day of July 2017 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. 08-17

**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 2017-2018 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 2017-2018; 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 FURTHER 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.