



Tehachapi Valley

Recreation & Park District

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

REGULAR BOARD MEETING
TUESDAY, OCTOBER 17, 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 June 22, 2023, Regular Board Meetings held July 18, 2023, and August 15, 2023 (Pages 4-10).
- C. Approval of the Preliminary Financial Reports for June, 2023 (Pages 11-20).

- 5. RECOGNITION OF PUBLIC SERVICE PROJECT AT WEST PARK**
Tehachapi Rotary Club and Interactive Club.
- 6. RECREATION MANAGER REPORT**
- 7. OPERATIONS MANAGER REPORT**
- 8. DISTRICT MANAGER REPORT**
- 9. AGENDA ITEM**
 - A. Approval of the 2024 Lease Agreement between Tehachapi Valley Recreation and Park District and Tehachapi Little League – Discussion/Approval, (Pages 21-31).
- 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 January 16, 2024.



Tehachapi Valley

Recreation & Park District

CERTIFICATE OF POSTING AGENDA

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the October 17, 2023, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, October 13, 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 13th day of October 2023.

Dated this 13th day of October 2023.

Carrie Champlin

Carrie Champlin
Clerk of the Board of Directors

**SPECIAL BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
THURSDAY, JUNE 22, 2023, 5:30 P.M.**

CALL TO ORDER: Board Meeting Convened By Chairperson Judy at 5:30 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:** Director Dreyer was absent.

3. **PUBLIC COMMENTS:** None.

4. **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 - Steele: Ayes: Steele; Judy; Chavez; Paciullo

Noes: None. Motion carried.

Absent: Dreyer.

B. **Approval of the Preliminary Financial Reports for March 2023.**

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR MARCH 2023.

Paciullo - Steele: Ayes: Steele; Judy; Chavez; Paciullo

Noes: None. Motion carried.

Absent: Dreyer.

C. **Approval of the Minutes from the Regular Board Meeting held February 21, 2023.**

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD FEBRUARY 21, 2023.

Paciullo - Steele: Ayes: Steele; Judy; Chavez; Paciullo

Noes: None. Motion carried.

Absent: Dreyer.

5. **RECREATION MANAGER REPORT**

Recreation Manager Brenda Gonzalez gave the report.

Report on file

6. **PARK AND FACILITIES MAINTENANCE SUPERVISOR REPORT**

Park and Facilities Maintenance Supervisor Kent Beal gave the report.

Report on file

7. **DISTRICT MANAGER REPORT**

District Manager Torres gave the report.

Report on file

8. AGENDA ITEMS

A. Discussion/Approval of Tehachapi Valley Recreation and Park District’s Preliminary Budget for Fiscal Year 23/24.

- 1. Public Hearing – Opened at 5:45 P.M.**
No comments.
Public Hearing - Closed at 5:53 P.M.
- 2. Approval of Tehachapi Valley Recreation and Park District’s Preliminary Budget for Fiscal Year 2023/2024 - Discussion/Approval, Resolution #3-23.**
BOARD APPROVES TEHACHAPI VALLEY RECREATION AND PARK DISTRICT PRELIMINARY BUDGET FOR FISCAL YEAR 2023/2024, RESOLUTION #3-23.
Paciullo - Steele: Ayes: Steele; Judy; Chavez; Paciullo
Noes: None. Motion carried.
Absent: Dreyer.

9. CLOSED SESSION

- a. Public Employee Performance Evaluation – District Manager Government Code Section 54957 (b)(1).**
REPORT FROM CLOSED SESSION –
BOARD EXTENDED DISTRICT MANAGER TORRES CONTRACT FOR FOUR YEARS WITH A FIVE PERCENT INCREASE.
Steele - Pacuillo: Ayes: Steele; Judy; Chavez; Paciullo
Noes: None. Motion carried.
Absent: Dreyer.

10. BOARD OF DIRECTORS TIME:

The board thanked TVRPD staff and District Manager Torres for all their hard work.

11. BOARD OF DIRECTORS TIME

Having no further business, the meeting was adjourned at 6:30 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on July 18, 2023.

Steele - Pacuillo: Ayes: Steele; Judy; Chavez; Paciullo
Noes: None. Motion carried.
Absent: Dreyer.

Respectfully Submitted,



Clerk of the Board

**REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
TUESDAY, JULY 18, 2023, 5:30 P.M.**

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

BOARD MEMBERS

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

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

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

3. **PUBLIC COMMENTS:** None.

4. **CONSENT CALENDAR**

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

Declaration by the Clerk of the Board of Directors that the agenda was posted at least 72 hours in advance of meeting.

BOARD APPROVED SECRETARY DECLARATION.

Dreyer - Paciullo: Ayes: Judy; Steele; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Chavez

B. **Approval of the Minutes from the Regular Board Meeting held March 23, 2023.**

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD MARCH 23, 2023.

Dreyer - Paciullo: Ayes: Judy; Steele; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Chavez

C. **Approval of the Preliminary Financial Reports for April, 2023.**

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR APRIL 2023.

Dreyer - Paciullo: Ayes: Judy; Steele; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Chavez

5. RECREATION MANGER REPORT

Recreation Manager Brenda Gonzalez gave the report.

Report on file

6. OPERATIONS MANAGER REPORT

Operations Manager Kent Beal gave the report.

Report on file

7. GENERAL SERVICES SUPERVISOR REPORT

General Services Supervisor Taylor Davis gave the report.

Report on file

8. DISTRICT MANAGER REPORT

District Manager Torres gave the report.

Report on file

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, Resolution #4-23.

BOARD AUTHORIZES THE TREASURER OF THE COUNTY OF KERN TO TRANSFER FUNDS IN ITS CUSTODY FOR MEETING THE OBLIGATIONS INCURRED FOR THE MAINTENANCE AND OPERATION OF THE DISTRICT IN AN AMOUNT NOT TO EXCEED \$450,000.00, RESOLUTION #4-23.

Paciullo - Dreyer: Ayes: Judy; Steele; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Chavez

B. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2023 Mountain Festival, Resolution #5-23.

BOARD APPROVES THE CONTRACT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND THE GREATER TEHACHAPI CHAMBER OF COMMERCE FOR THE 2023 MOUNTAIN FESTIVAL, RESOLUTION #5-23.

Steele - Dreyer: Ayes: Judy; Steele; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Chayez

C. Autorizing 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).

BOARD AUTHORIZES THE DISTRICT MANAGER TO PURCHASE A MOWER FROM KERN RIVER POWER EQUIPMENT IN THE AMOUNT OF \$25,722.35 AND AUTORIZES THE DISTRICT MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 10% (OR \$2,572.24).

Dreyer - Paciullo: Ayes: Judy; Steele; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Chavez

10. BOARD OF DIRECTORS TIME: Director Dreyer gave an update on the annual Art Show. The board thanked TVRPD staff and District Manager Torres for all their hard work.

11. ADJOURNMENT

Having no further business the meeting was adjourned at 6:15 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on August 15, 2023.

Steele - Judy: Ayes: Judy; Steele; Dreyer; Paciullo

Noes: None. Motion carried.

Absent: Chavez

Respectfully Submitted,

Carrie Champlin

Clerk of the Board

**REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
TUESDAY, AUGUST 15, 2023, 5:30 P.M.**

CALL TO ORDER: Board Meeting Convened By Chairperson Judy at 5:30 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:** All present.

3. **PUBLIC COMMENTS:** None.

4. **CONSENT CALENDAR**

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

Declaration by the Clerk of the Board of Directors that the agenda was posted at least 72 hours in advance of meeting.

BOARD APPROVED SECRETARY DECLARATION.

Paciullo - Chavez: Ayes: Judy; Steele; Chavez; Paciullo

Noes: None. Motion carried.

Absent: None.

B. **Approval of the Minutes from the Regular Board Meeting held May 23, 2023.**

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD MAY 23, 2023.

Paciullo - Chavez: Ayes: Judy; Steele; Chavez; Paciullo

Noes: None. Motion carried.

Absent: None.

C. **Approval of the Preliminary Financial Reports for May 2023.**

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR MAY 2023.

Paciullo - Chavez: Ayes: Judy; Steele; Chavez; Paciullo

Noes: None. Motion carried.

Absent: None.

D. **Approval of Tehachapi Valley Recreation and Park District's 2023 Organizational Chart.**

BOARD APPROVES THE 2023 TEHACHAPI VALLEY RECREATION AND PARK DISTRICT ORGANIZATIONAL CHART.

Paciullo - Chavez: Ayes: Judy; Steele; Chavez; Paciullo

Noes: None. Motion carried.

Absent: None.

5. OPERATIONS MANAGER REPORT

Operations Manager Kent Beal gave the report.

Report on file

6. DISTRICT MANAGER REPORT

District Manager Torres gave the report.

Report on file

7. AGENDA ITEMS

A. Discussion/Approval of Tehachapi Valley Recreation and Park District’s Budget for Fiscal Year 2023/2024.

1. Public Hearing – Opened at 5:55 P.M.

No comments.

Public Hearing - Closed at 6:00 P.M.

2. Approval of Tehachapi Valley Recreation and Park District’s Budget for Fiscal Year 2023/2024 - Discussion/Approval, Resolution #4-23.

BOARD APPROVES TEHACHAPI VALLEY RECREATION AND PARK DISTRICT BUDGET FOR FISCAL YEAR 2023/2024, RESOLUTION #4-23.

Dwight - Steele: Ayes: Judy; Steele; Chavez; Paciullo

Noes: None. Motion carried.

Absent: None.

8. BOARD OF DIRECTORS TIME:

The board thanked TVRPD staff and District Manager Torres for all their hard work in providing quality summer programs for our community.

9. ADJOURNMENT

Having no further business, the meeting was adjourned at 6:05 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on September 19, 2023.

Dwight - Steele: Ayes: Judy; Steele; Chavez; Paciullo

Noes: None. Motion carried.

Absent: None.

Respectfully Submitted,

Carrie Champlin

Clerk of the Board



Tehachapi Valley Recreation and Park District

Balance Sheet As of June 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	463,344.05
1004 Check BOTS 4470	183,068.00
1005 County Treasury Capital Projects Fund	353,994.39
1006 County FMV	-29,325.00
1051 Change Fund	1,100.00
1100 Petty Cash Fund	400.00
Total Bank Accounts	\$972,581.44
Accounts Receivable	
1200 Accounts Receivable	24,709.31
Total Accounts Receivable	\$24,709.31
Other Current Assets	
1085 Interest Receivable	5,355.16
1091 Merchant Services Receivable	68,638.66
1210 Inventory Asset	11,948.30
Total Other Current Assets	\$85,942.12
Total Current Assets	\$1,083,232.87
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,720,210.08
1162.1 Improvement Work in Progress	13,709.95
1163 Equipment	1,366,300.22
1166 Furniture & Fixtures	42,414.14
1167 Machinery	47,089.24
1170 Accumulated Depreciation	-3,504,736.00
1180 Fleet Vehicles and Equipment	224,221.25
Total Fixed Assets	\$2,616,335.16
Other Assets	
1901 DOR-Pension Contributions	71,317.00
1903 DOR-Pension Related	51,784.00
Total Other Assets	\$123,101.00
TOTAL ASSETS	\$3,822,669.03
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	21,762.18



Tehachapi Valley Recreation and Park District

Balance Sheet
As of June 30, 2023

	TOTAL
Total Accounts Payable	\$21,762.18
Credit Cards	
2010 Cardmember Services Payable	24,554.70
Total Credit Cards	\$24,554.70
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	74,377.73
2207 Sales tax payable-In House	94.00
2210 Payroll Liabilities	1,163.28
2311 Accrued Interest Payable	4,387.67
Total Other Current Liabilities	\$80,022.68
Total Current Liabilities	\$126,339.56
Long-Term Liabilities	
2310 Loan Payable 2016	367,327.00
2900 Net Pension Liability	62,091.00
2902 DIR-Pension Related	85,154.00
Total Long-Term Liabilities	\$514,572.00
Total Liabilities	\$640,911.56
Equity	
3010 Net Investment In Capital Assets	1,131,842.04
3020 Restricted Funds	659,913.74
3110 Retained Earnings	1,119,303.43
Net Income	270,698.26
Total Equity	\$3,181,757.47
TOTAL LIABILITIES AND EQUITY	\$3,822,669.03



Tehachapi Valley Recreation and Park District

Profit and Loss

June 2023

	TOTAL		
	JUN 2023	JUL 2022 - JUN 2023 (YTD)	% OF INCOME
Income			
4010 Property Taxes	47,213.24	1,175,272.66	23.38 %
4020 Interest Income	2,989.63	9,259.89	1.48 %
4020.1 Interest Income Cap Proj Fund	2,362.85	7,024.50	1.17 %
4030 Adult Program Revenues	19,424.67	50,718.57	9.62 %
4050 Facility Revenue	43,306.50	219,370.02	21.44 %
4210 Events Revenues	12,228.00	40,935.00	6.05 %
4213 Operational Grants	680.00	88,750.00	0.34 %
4215 Capital Grants		34,243.00	
4216 Scholarship Donations		135.00	
4300 Youth Program Revenues	87,868.60	439,234.92	43.51 %
4610 Billable Expense Income		4,875.64	
4650 Discounts given	-14,738.53	-76,049.59	-7.30 %
4704 Sales	627.32	7,709.50	0.31 %
Total Income	\$201,962.28	\$2,001,479.11	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs	682.60	6,655.98	0.34 %
5002 Fish Stocking		25,038.25	
5004 Contracted Classes Costs	75.00	2,075.00	0.04 %
5005 Events Costs	9,639.60	41,259.85	4.77 %
5008 Youth Program Costs	4,277.46	53,983.14	2.12 %
5110 Scholarship Fund Expense	436.51	1,432.29	0.22 %
5704 Purchases for Resale		1,535.15	
Total Cost of Goods Sold	\$15,111.17	\$131,979.66	7.48 %
GROSS PROFIT	\$186,851.11	\$1,869,499.45	92.52 %
Expenses			
6000 Employee Costs	102,249.84	1,131,100.36	50.63 %
7010 Advertising & Marketing	4,513.66	26,546.86	2.23 %
7020 Bank Service Charges	4,377.18	28,687.13	2.17 %
7025 Cash Short/Over	-0.04	-36.78	-0.00 %
7030 Dues & Subscriptions	768.98	14,963.02	0.38 %
7035 Equipment Rents & Leases	344.59	7,089.21	0.17 %
7050 Insurance		64,412.00	
7056 Interest Expense	4,387.67	11,642.05	2.17 %
7060 Licenses & Fees	2,857.50	26,865.40	1.41 %
7070 Maintenance	31,380.22	147,927.94	15.54 %
7084 Meals & Entertainment	526.16	7,577.01	0.26 %
7090 Office Supplies	2,377.01	12,994.06	1.18 %
7120 Professional Development	269.54	15,669.60	0.13 %
7150 Professional Fees	10,961.74	91,617.42	5.43 %



Tehachapi Valley Recreation and Park District

Profit and Loss

June 2023

	TOTAL		% OF INCOME
	JUN 2023	JUL 2022 - JUN 2023 (YTD)	
7160 Property Tax Collection Fee		4,161.50	
7165 Safety Equipment		3,046.65	
7180 Security	219.45	3,083.40	0.11 %
7210 Telephone and Internet	968.97	13,492.46	0.48 %
7230 Uniforms & Apparel	588.65	7,187.23	0.29 %
7250 Utilities	10,939.26	109,489.03	5.42 %
Total Expenses	\$177,730.38	\$1,727,515.55	88.00 %
NET OPERATING INCOME	\$9,120.73	\$141,983.90	4.52 %
Other Income			
8020 Insurance Settlement Proceeds		1,484.10	
8040 TVRPD Development Fee Revenues	24,926.20	127,267.40	12.34 %
Total Other Income	\$24,926.20	\$128,751.50	12.34 %
Other Expenses			
8610 Reimbursed Expenses		37.14	
Total Other Expenses	\$0.00	\$37.14	0.00%
NET OTHER INCOME	\$24,926.20	\$128,714.36	12.34 %
NET INCOME	\$34,046.93	\$270,698.26	16.86 %



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

June 2023

	TOTAL			
	JUN 2023	JUN 2022 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	47,213.24	69,102.28	-21,889.04	-31.68 %
4020 Interest Income	2,989.63	2,165.76	823.87	38.04 %
4020.1 Interest Income Cap Proj Fund	2,362.85	813.52	1,549.33	190.45 %
4020.2 County FMV Change		-38,631.00	38,631.00	100.00 %
4030 Adult Program Revenues	19,424.67	13,307.80	6,116.87	45.96 %
4050 Facility Revenue	43,306.50	24,554.70	18,751.80	76.37 %
4210 Events Revenues	12,228.00	5,905.00	6,323.00	107.08 %
4213 Operational Grants	680.00	3,500.00	-2,820.00	-80.57 %
4215 Capital Grants		4,000.00	-4,000.00	-100.00 %
4300 Youth Program Revenues	87,868.60	61,972.26	25,896.34	41.79 %
4650 Discounts given	-14,738.53	-11,817.13	-2,921.40	-24.72 %
4704 Sales	627.32	180.20	447.12	248.12 %
Total Income	\$201,962.28	\$135,053.39	\$66,908.89	49.54 %
Cost of Goods Sold				
5001 Adult Program Costs	682.60	1,912.18	-1,229.58	-64.30 %
5004 Contracted Classes Costs	75.00	25.00	50.00	200.00 %
5005 Events Costs	9,639.60	3,842.66	5,796.94	150.86 %
5008 Youth Program Costs	4,277.46	2,950.49	1,326.97	44.97 %
5110 Scholarship Fund Expense	436.51		436.51	
5704 Purchases for Resale		-3,122.00	3,122.00	100.00 %
Total Cost of Goods Sold	\$15,111.17	\$5,608.33	\$9,502.84	169.44 %
GROSS PROFIT	\$186,851.11	\$129,445.06	\$57,406.05	44.35 %
Expenses				
6000 Employee Costs	102,249.84	-33,663.37	135,913.21	403.74 %
7010 Advertising & Marketing	4,513.66	2,047.15	2,466.51	120.49 %
7020 Bank Service Charges	4,377.18	1,847.96	2,529.22	136.87 %
7025 Cash Short/Over	-0.04	-105.00	104.96	99.96 %
7027 Depreciation Expense		194,130.00	-194,130.00	-100.00 %
7030 Dues & Subscriptions	768.98	141.98	627.00	441.61 %
7035 Equipment Rents & Leases	344.59	1,247.93	-903.34	-72.39 %
7056 Interest Expense	4,387.67	5,391.76	-1,004.09	-18.62 %
7060 Licenses & Fees	2,857.50	2,158.68	698.82	32.37 %
7070 Maintenance	31,380.22	7,888.99	23,491.23	297.77 %
7084 Meals & Entertainment	526.16	692.80	-166.64	-24.05 %
7090 Office Supplies	2,377.01	3,231.61	-854.60	-26.45 %
7120 Professional Development	269.54	1,035.82	-766.28	-73.98 %
7150 Professional Fees	10,961.74	37,025.50	-26,063.76	-70.39 %
7165 Safety Equipment		1,560.00	-1,560.00	-100.00 %
7180 Security	219.45	255.75	-36.30	-14.19 %



Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

June 2023

	TOTAL			
	JUN 2023	JUN 2022 (PY)	CHANGE	% CHANGE
7210 Telephone and Internet	968.97	1,158.11	-189.14	-16.33 %
7230 Uniforms & Apparel	588.65	747.26	-158.61	-21.23 %
7250 Utilities	10,939.26	6,510.46	4,428.80	68.03 %
Total Expenses	\$177,730.38	\$233,303.39	\$ -55,573.01	-23.82 %
NET OPERATING INCOME	\$9,120.73	\$ -103,858.33	\$112,979.06	108.78 %
Other Income				
8040 TVRPD Development Fee Revenues	24,926.20	8,548.00	16,378.20	191.60 %
Total Other Income	\$24,926.20	\$8,548.00	\$16,378.20	191.60 %
NET OTHER INCOME	\$24,926.20	\$8,548.00	\$16,378.20	191.60 %
NET INCOME	\$34,046.93	\$ -95,310.33	\$129,357.26	135.72 %



Tehachapi Valley Recreation and Park District

Statement of Cash Flows

June 2023

	TOTAL
OPERATING ACTIVITIES	
Net Income	34,046.93
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1085 Interest Receivable	-5,355.16
1092 Merchant Services Receivable:Worldpay Merchant Services (BL Pay Arm)	-2,565.00
1093 Merchant Services Receivable:Heartland Merchant Services (Rec Trac)	-27,915.22
1094 Merchant Services Receivable:Reserve America Credit Cards (BL Recon Rpt)	-5,110.52
1121 Payroll Refunds	0.00
1166 Furniture & Fixtures	-3,373.74
2000 Accounts Payable-General Fund	-3,004.22
2010 Cardmember Services Payable	-5,867.16
2200 Suspense	0.00
2207 Sales tax payable-In House	52.69
2207-2 Sales Tax Payable-Square	-0.27
2211 Payroll Liabilities:CalPERS Payable	-0.05
2231 Payroll Liabilities:Health Plan Payable	634.80
2241 Payroll Liabilities:AFLAC Payable	-15.97
2250 Payroll Liabilities:Payroll Tax Liabilities	-7,161.56
2252 Payroll Liabilities:GVAP2 Payable	95.62
2311 Accrued Interest Payable	4,387.67
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-55,198.09
Net cash provided by operating activities	\$ -21,151.16
INVESTING ACTIVITIES	
1162 Improvements	-3,330.00
1162.1 Improvement Work in Progress	-13,709.95
Net cash provided by investing activities	\$ -17,039.95
FINANCING ACTIVITIES	
3010 Net Investment In Capital Assets	-27,289.05
3022 Restricted Funds:Capital Projects	27,289.05
Net cash provided by financing activities	\$0.00
NET CASH INCREASE FOR PERIOD	\$ -38,191.11
Cash at beginning of period	1,010,772.55
CASH AT END OF PERIOD	\$972,581.44



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2022-2023

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	REMAINING
Income				
4010 Property Taxes	1,175,272.66	1,183,549.00	-8,276.34	8,276.34
4020 Interest Income	9,259.89	10,000.00	-740.11	740.11
4020.1 Interest Income Cap Proj Fund	7,024.50		7,024.50	-7,024.50
4030 Adult Program Revenues	50,718.57	43,755.00	6,963.57	-6,963.57
4050 Facility Revenue	219,370.02	228,100.00	-8,729.98	8,729.98
4210 Events Revenues	40,935.00	37,400.00	3,535.00	-3,535.00
4213 Operational Grants	88,750.00	34,107.00	54,643.00	-54,643.00
4215 Capital Grants	34,243.00		34,243.00	-34,243.00
4216 Scholarship Donations	135.00		135.00	-135.00
4300 Youth Program Revenues	439,234.92	496,076.00	-56,841.08	56,841.08
4610 Billable Expense Income	4,875.64	5,000.00	-124.36	124.36
4650 Discounts given	-76,049.59	-70,300.00	-5,749.59	5,749.59
4704 Sales				
4707 Merchandise Sales-Taxable	7,709.50	2,600.00	5,109.50	-5,109.50
Total 4704 Sales	7,709.50	2,600.00	5,109.50	-5,109.50
Total Income	\$2,001,479.11	\$1,970,287.00	\$31,192.11	\$ -31,192.11
Cost of Goods Sold				
5001 Adult Program Costs	6,655.98	13,345.00	-6,689.02	6,689.02
5002 Fish Stocking	25,038.25	25,000.00	38.25	-38.25
5004 Contracted Classes Costs	2,075.00		2,075.00	-2,075.00
5005 Events Costs	41,259.85	45,682.00	-4,422.15	4,422.15
5008 Youth Program Costs	53,983.14	44,240.00	9,743.14	-9,743.14
5110 Scholarship Fund Expense	599.13		599.13	-599.13
5115 Chavez Scholarship Fund	833.16		833.16	-833.16
Total 5110 Scholarship Fund Expense	1,432.29		1,432.29	-1,432.29
5704 Purchases for Resale				
5707 Merchandise Purchases	1,535.15	3,100.00	-1,564.85	1,564.85
Total 5704 Purchases for Resale	1,535.15	3,100.00	-1,564.85	1,564.85
Total Cost of Goods Sold	\$131,979.66	\$131,367.00	\$612.66	\$ -612.66
GROSS PROFIT	\$1,869,499.45	\$1,838,920.00	\$30,579.45	\$ -30,579.45
Expenses				
6000 Employee Costs				
6010 Wages & Salaries	866,281.55	845,000.00	21,281.55	-21,281.55
6020 Employee Taxable Allowances	328.10		328.10	-328.10
6050 Benefits				
6051 Employee MedDentalVisLife	78,158.97	76,500.00	1,658.97	-1,658.97
6055 Employee Retirement CalPERS	47,227.99	61,000.00	-13,772.01	13,772.01
6056 CalPERS Unfunded Liability Valuation	31,363.03	30,000.00	1,363.03	-1,363.03
6058 Employer Taxes	71,986.06	74,000.00	-2,013.94	2,013.94



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2022-2023

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	REMAINING
6070 Vacation, Sick, & Admin Leave		18,000.00	-18,000.00	18,000.00
6090 Worker's Compensation Insurance	35,054.66	38,000.00	-2,945.34	2,945.34
6099 Pension GASB 68	700.00	100,000.00	-99,300.00	99,300.00
Total 6050 Benefits	264,490.71	397,500.00	-133,009.29	133,009.29
Total 6000 Employee Costs	1,131,100.36	1,242,500.00	-111,399.64	111,399.64
7010 Advertising & Marketing	26,546.86	32,400.00	-5,853.14	5,853.14
7020 Bank Service Charges	28,687.13	19,500.00	9,187.13	-9,187.13
7025 Cash Short/Over	-36.78	20.00	-56.78	56.78
7030 Dues & Subscriptions	14,963.02	10,000.00	4,963.02	-4,963.02
7035 Equipment Rents & Leases	447.18	5,000.00	-4,552.82	4,552.82
7036 Maintenance Equipment Rental	279.14	800.00	-520.86	520.86
7037 Office Equipment Rental	6,362.89		6,362.89	-6,362.89
Total 7035 Equipment Rents & Leases	7,089.21	5,800.00	1,289.21	-1,289.21
7050 Insurance				
7052 HUB Insurance		500.00	-500.00	500.00
7055 Liability Insurance (Gen, Auto, Property)	64,412.00	65,000.00	-588.00	588.00
Total 7050 Insurance	64,412.00	65,500.00	-1,088.00	1,088.00
7056 Interest Expense	11,642.05	32,000.00	-20,357.95	20,357.95
7060 Licenses & Fees	26,865.40	30,340.00	-3,474.60	3,474.60
7070 Maintenance				
7071 Pool Chemicals	2,160.35	10,000.00	-7,839.65	7,839.65
7072 Building & Park Maintenance	95,096.54	97,800.00	-2,703.46	2,703.46
7073 Accessibility Upgrades	1,338.15		1,338.15	-1,338.15
7074 Equipment Maintenance	5,111.12	7,200.00	-2,088.88	2,088.88
7075 Fuel	20,020.03	20,000.00	20.03	-20.03
7076 Janitorial Supplies	10,201.45	16,000.00	-5,798.55	5,798.55
7077 Small Tools & Equipment	2,900.19	6,000.00	-3,099.81	3,099.81
7079 Fleet Maintenance	11,100.11	7,500.00	3,600.11	-3,600.11
Total 7070 Maintenance	147,927.94	164,500.00	-16,572.06	16,572.06
7084 Meals & Entertainment	7,577.01	7,000.00	577.01	-577.01
7090 Office Supplies	12,994.06	15,000.00	-2,005.94	2,005.94
7120 Professional Development	15,669.60	10,000.00	5,669.60	-5,669.60
7150 Professional Fees				
7151 Annual Audit	12,500.00	13,000.00	-500.00	500.00
7152 Bookkeeping & Payroll	63,652.76	50,000.00	13,652.76	-13,652.76
7153 Information Technology	13,701.66	12,000.00	1,701.66	-1,701.66
7155 Legal	1,763.00	15,000.00	-13,237.00	13,237.00
Total 7150 Professional Fees	91,617.42	90,000.00	1,617.42	-1,617.42
7160 Property Tax Collection Fee	4,161.50	12,000.00	-7,838.50	7,838.50
7165 Safety Equipment	3,046.65	3,500.00	-453.35	453.35



Tehachapi Valley Park and Recreation District

TVRPD Budget vs Actual 2022-2023

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	REMAINING
7180 Security	3,083.40	3,900.00	-816.60	816.60
7210 Telephone and Internet	13,492.46	15,600.00	-2,107.54	2,107.54
7230 Uniforms & Apparel	7,187.23	6,500.00	687.23	-687.23
7250 Utilities				
7252 Electric Service	63,328.23	54,000.00	9,328.23	-9,328.23
7254 Gas Service	23,115.19	31,350.00	-8,234.81	8,234.81
7256 Sanitation Services	10,132.20	11,500.00	-1,367.80	1,367.80
7258 Water Service	10,785.09	8,955.00	1,830.09	-1,830.09
7259 Propane	2,128.32	1,200.00	928.32	-928.32
Total 7250 Utilities	109,489.03	107,005.00	2,484.03	-2,484.03
Total Expenses	\$1,727,515.55	\$1,873,065.00	\$ -145,549.45	\$145,549.45
NET OPERATING INCOME	\$141,983.90	\$ -34,145.00	\$176,128.90	\$ -176,128.90
Other Income				
8020 Insurance Settlement Proceeds	1,484.10		1,484.10	-1,484.10
8040 TVRPD Development Fee Revenues	127,267.40	100,000.00	27,267.40	-27,267.40
Total Other Income	\$128,751.50	\$100,000.00	\$28,751.50	\$ -28,751.50
Other Expenses				
8501 Fixed Asset Purchases		50,000.00	-50,000.00	50,000.00
8502 Capital Improvements		112,000.00	-112,000.00	112,000.00
8610 Reimbursed Expenses	37.14		37.14	-37.14
Total Other Expenses	\$37.14	\$162,000.00	\$ -161,962.86	\$161,962.86
NET OTHER INCOME	\$128,714.36	\$ -62,000.00	\$190,714.36	\$ -190,714.36
NET INCOME	\$270,698.26	\$ -96,145.00	\$366,843.26	\$ -366,843.26

LEASE AGREEMENT

This Lease Agreement (the "Agreement"), which shall become effective as of February 1, 2024 (the "Effective Date"), is made and entered into by and between the **TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**, a political subdivision of the State of California ("District"), and **TEHACHAPI LITTLE LEAGUE, INC.**, a California corporation ("Little League"). District and Little League are referred to herein singularly as a "party" and collectively as "parties."

RECITALS

WHEREAS, District is the owner in fee of certain real property located in the City of Tehachapi and commonly known as West Park located at 490 West D Street, Tehachapi, California, 93561;

WHEREAS, District operates playing fields at West Park (collectively referred to as the "Premises");

WHEREAS, District also operates a storage yard located at West Park (the "Storage Yard");

WHEREAS, Little League operates a baseball and softball program for children of the City of Tehachapi and surrounding environs during the late spring and summer of each year;

WHEREAS, Little League desires to lease from District, and District is willing to lease to Little League, the Premises and the Storage Yard on the terms stated herein; and,

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

AGREEMENT

1. **Term.** Unless earlier terminated as set forth in Sections 7 or 16, the term of this Agreement for use of the Premises shall commence on February 1, 2024, and shall continue until midnight, Pacific Time, on July 31, 2024, and the term for the use of the Storage Yard shall commence on February 1, 2024 and shall continue until midnight, Pacific Time, on January 31, 2025, (collectively, the "Term") and thereafter the Term shall automatically renew on an annual basis for successive terms from February 1 through July 31 of each year for the Premises and February 1 through January 31 of each year for the Storage Yard, unless either party provides written notice of termination on or before November 1 of the then-current year. For illustration purposes only, a party would need to provide notice of termination on or before November 1, 2024, or this Agreement will automatically renew in regards to the Premises and the Storage Yard for the Term beginning February 1, 2025. Notwithstanding the foregoing, Little League shall not have a right to renew this Agreement and it shall automatically terminate if Little League is in default of this Agreement and it is not promptly cured to the District's satisfaction as exercised in the District's sole discretion.

2. Scope of Agreement. The Premises and the Storage Yard, as those terms are defined above, are the only facilities at West Park to which this Agreement applies. With the exception of the use of the Concession Bar as set forth in Section 4, Little League has no other rights to any other facilities at West Park.

3. Little League's Responsibilities. Little League understands and agrees that:

3.1. Little League's use of the Premises will not be exclusive, but that the Premises will be made available for use by the general public at times when not utilized by Little League.

3.2. Little League's use of the Premises shall not compete with nor duplicate any of District's sanctioned programs or activities, including, but not limited to, T-Ball and Coach Pitch Youth Baseball for ages 3 through 6.

3.3. Little League shall provide evidence to District that it carries adequate insurance and indemnification to cover Little League activities and use of the Premises and the Storage Yard by Little League in accordance with the terms provided in Section 7.

3.4. Little League shall provide evidence to District that it carries all the necessary permits required by law for Little League's activities on the Premises, including, but not limited to, a current Health permit to operate the Concession Bar as set forth in Section 4.

3.5. Little League shall ensure that all field volunteers have undergone annual screening and background checks by a nationally certified screening agency. Little League shall provide District annually with proof of same.

3.6. As consideration for the lease of the Premises and the Storage Yard and the use of the Concession Bar, Little League shall pay to District a facility fee in the amount of Nine Thousand Dollars and No Cents (\$9,000) (the "Facility Fee") for the Term of this Agreement. Little League will pay to District fifty percent (50%) of the Facility Fee on or before February 1, 2024, and the remaining fifty percent (50%) on or before June 1, 2024. Payment of the Facility Fee shall follow in the same manner for each year during the Term, with fifty percent (50%) due on or before each February 1 and the remaining fifty percent (50%) due on or before each June 1. There will be an automatic three percent (3%) annual Consumer Price Index (CPI) increase starting February 1, 2025 and each year thereafter in the event the parties elect to extend this Agreement as set forth in Section 1.

3.7. Little League also shall pay to District, in immediately available funds, a security deposit in the amount of One Thousand Dollars and No Cents (\$1,000.00) on or before February 1, 2024, which is in addition to the fifty percent (50%) of the Facility Fee due on or before February 1, 2024 as described in Paragraph 3.6 above. The security deposit will be returned to Little League following the termination or early expiration of this Agreement, and District's receipt of final reconciled invoices and District inspection of the Premises, Storage Yard and Concession Bar (as defined in Section 4 below), and confirming the condition of same. Little League is responsible for all damages resulting from Little League use or misuse of the Premises,

Storage Yard, or Concession Bar. In the event it is necessary for District to use the security deposit for damages or misuse of the Premises, Storage Yard, or Concession Bar by Little League, the parties understand and agree that the amount will include an administrative fee for District of Two Hundred Dollars and No Cents (\$200.00) per occurrence in addition to the actual amount necessary to address the damages or misuse.

3.8. No later than March 15 of each year during the Term, Little League shall provide District with a Field Use Schedule of practices and games to be played on the Premises (the "Field Use Schedule") prior to commencement of the season. Little League also shall provide league regular season schedules, tournament schedules, and any/all special event dates to the District in digital format with the executed Agreement, for inclusion on the District website on or before March 15 of each year during the Term.

3.9. Any request for early termination of this Agreement shall be submitted in writing by Little League to District management and shall be granted at District's sole discretion.

4. Use of Concession Bar. During the Term, Little League may operate the concession bar at West Park (the "Concession Bar") for organizational purposes only at its sole cost and expense. Little League may submit, in writing, requests for improvements required to obtain a health permit for operating the Concession Bar for the duration of the Term. Upon District approval, without right of reimbursement from the District, Little League shall be granted permission to conduct facility improvements. Little League may only operate the Concession Bar during those times set forth on the Field Use Schedule.

5. Utilities.

5.1. Electricity. District shall pay all charges for electricity used at the Premises, Storage Yard and Concession Bar, including electricity used by Little League, namely all electricity metered by Southern California Edison Meter No. 223000-023535 (Account# 3-8450-78) for scoreboards, batting machine and concession bar and Meter No. 3-045-8392-95 Read Field Lights Meter No. 222013-773435 (Account# 3-003-6570-56) for the Grimes and Uli Fields. Little League understands and agrees that it shall use best efforts to be responsible and reasonable in its use of electricity at the Premises, Storage Yard and Concession Bar. Little League's failure to do so shall be considered a material breach of this Agreement.

5.2. Telephone. Little League may install a telephone at the Premises, at its sole expense and in its own name. Little League shall be solely responsible for paying all telephone charges accrued through its telephone service, without liability to District.

5.3. Water. District shall pay the full cost of water for the Premises, Storage Yard and Concession Bar as reflected in invoices for City of Tehachapi account No 000433-001. Watering of fields shall be the responsibility of District during the pre-season and regular season play. Turf areas will be watered using timers set by District, which shall not be changed or altered by Little League. Little League shall use hand watering for all infield prepping. Upon the expiration or early termination of this Agreement, District shall be solely responsible for irrigating the infields at its sole cost and expense. Little League understands and agrees that it shall use best

efforts to be responsible and reasonable in its use of water at the Premises, Storage Yard and Concession Bar. Little League's failure to do so shall be considered a material breach of this Agreement.

5.4. Mowing. District shall be responsible for mowing the fields during the Term.

6. Use. The Premises are leased to Little League for the purposes of operating an organized baseball and softball program for the youth of Tehachapi and its environs. Little League shall have first priority to use the Premises at the times set forth in the Field Use Schedule. District shall have the right to use the Premises at all times that are not included in the Field Use Schedule. Little League shall not allow other entities to use the Premises without District's prior written consent, even if dates and times are within the Field Use Schedule. Notwithstanding the Field Use Schedule, Little League agrees as follows:

6.1. District shall have exclusive use of the Premises the Saturday before Easter.

6.2. District shall have exclusive use of Grimes field and the storage containers located thereon starting July 1st. Prior to July 1, Little League shall remove the portable mound, all signs, banners or other similar items, and all items located in the storage containers associated with Grimes field.

6.3. District shall have use of Read Field when Little League is not in tournament play on approved days.

7. Insurance. Little League shall purchase, maintain, and enforce at all times during the Term of this Agreement and any extensions thereof, comprehensive general liability insurance in an amount of no less than Four Million Dollars and No Cents (\$4,000,000.00) per occurrence combined single limits, with the following coverage and extensions of coverage:

7.1. Third party bodily injury, including death resulting therefrom, and property damage liability;

7.2. Bodily injury, including death resulting therefrom, and property damage for all Little League participants, employees, volunteers, or other persons performing services for Little League or participating in Little League activities and the spouses, children, parents, and siblings of same;

7.3. Non-owned automobile liability for on-Premises and off-Premises activities;

7.4. Contractual coverage for Little League's obligations under this Agreement, including, but not limited to, the obligations to indemnify District as set forth in Section 8; and,

7.5. Products liability for all products distributed by Little League, whether by sale or otherwise. Little League's insurance policy shall name District, its agents, officers,

directors, employees, and representatives as additional insureds. The policy shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District. Little League's policy shall provide primary coverage, and no insurance of District shall be called upon to contribute to a loss under the limits of Little League's policy. Little League's policy shall not be subject to cancellation or coverage reduction without the provision of fifteen (15) days' prior written notice to District. On or before February 1 of each year during the Term or any extension thereof, Little League shall provide District with a duly certified Certificate of Insurance evidencing that the required policy has been issued, is effective, and complies with the requirements of this Section. Cancellation of any of the insurance described herein, or any portion of said insurance, shall automatically suspend Little League's rights under this Agreement. Upon such an occurrence, Little League shall immediately cease all operations under this Agreement and vacate the Premises. District shall have the right to immediately terminate, without notice, all operations in the event Little League fails or refuses to do so.

8. Indemnification.

8.1. Little League agrees to defend, indemnify and hold harmless the District, its officers, directors, employees, and agents from any and all claims, injuries, including death, damages, judgments, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to Little League's use or occupancy of the Premises, regardless of whether caused in whole or in part by an act or omission of District or District's active or passive negligence.

8.2. District does not, and shall not, waive any rights against Little League which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The policy limits of Little League's insurance shall not act as a limitation upon the amount of indemnification to be provided by Little League to the District in the event of loss, claim, damage or expense. This Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Non-Liability of Public Officials and Employees. No member, official, employee, or director of District shall be personally liable to Little League in the event of any default by District in the performance of any of District's obligations under the terms of this Agreement.

10. Maintenance.

10.1. Generally. District shall provide general maintenance to the Premises, at no additional expense to Little League. Little League shall be solely responsible for preparation of the fields at the Premises for scheduled games, and for furnishing the necessary equipment and personnel to prepare the fields.

10.2. Trash. District shall be responsible for emptying all trash receptacles on the Premises during the Term. Little League shall be responsible for removing loose trash and litter from the Premises immediately following any Little League use. In the event that the trash receptacles are full when removing loose trash and litter from the Premises, Little League shall utilize trash bags to dispose of the loose trash and litter, and shall dispose of any trash bag utilized for such purpose in the dumpsters located at the Premises. District shall supply trash bags to Little

League upon request to District's Operation Manager between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday. Little League's failure to request trash bags shall not relieve it from its obligation to remove and properly dispose of loose trash and litter from the Premises immediately following any Little League use. If necessary, District will provide Little League with access to locked receptacles. If the District must spend extra time cleaning up litter after Little League games the District may charge \$30.00 per hour, per employee to remove the trash from the District fields. Little League will be notified if litter is becoming a chronic problem.

10.3. Portable Toilets. Little League shall provide a minimum of six (6) portable toilets and three (3) wash stations for Little League use during the Term at its sole cost and expense. Little League shall coordinate with District's Operations Manager for placement prior to the first use by Little League under the Field Use Schedule. Little League is responsible for maintenance, repairs and security for all portable toilets, wash stations and trash receptacles at its sole cost and expense.

11. Storage.

11.1. Little League may not store any Little League equipment or any other items on the Premises or other District property without prior written consent from the District, as exercised in its sole discretion. Items or equipment stored on the Premises or other District property will be stored and organized in a safe and orderly manner acceptable to District. Little League is to remove all Little League equipment and items from the Premises or other District property on or before the expiration or early termination of this Agreement at its sole cost and expense.

11.2. All items in storage units must be removed immediately following the end of the Facility Use Schedule.

12. Oil, Gas and Mineral Rights. All rights to all minerals, oil, gas, and other hydrocarbons (the "Mineral Rights") located on or under the Premises are particularly reserved to District and are excepted from the property covered by the Term. Little League expressly grants District, District's agents, licensees and lessees of the Mineral Rights, a right-of-entry and right-of-way for ingress and egress in and to, over and on, the Premises during the Term for the exploration, drilling and mining of minerals, oil, gas and other hydrocarbons on the Premises.

13. Inspection. Little League shall allow District, District's agents and assigns, at all reasonable times, to enter the Premises for the purposes of inspection, compliance with the terms of this Agreement, the exercise of all rights under this Agreement, posting of notices, and all other lawful purposes. District shall issue, to Little League, keys and access to the Concession Bar for the duration of the Term. Little League shall supply District and its agents and assigns with keys and other instruments necessary to gain access to any additional facilities or storage areas utilized on the Premises.

14. Ownership of Permanent Improvements and Unaffixed Items. Little League shall not construct any permanently affixed improvements ("Permanent Improvements") on the Premises without the express written consent of District, exercised in its sole discretion. In the event such Permanent Improvements are made to the Premises, said Permanent Improvements

shall be constructed, maintained and repaired at the sole cost and expense of Little League. District may, in its sole and absolute discretion, agree to pay up to fifty percent (50%) of the cost of certain Permanent Improvements, and only if District's annual budget allows for such payment. Upon expiration or early termination of this Agreement, and except as specifically provided herein, said Permanent Improvements shall become property of District, without cost to District. Permanent Improvements shall include, without limitation, fences, dugouts, walkways, turf and infields. Little League shall provide District management with an appropriate scope of work, drawings, permits, estimates and timeline for completion for each Permanent Improvement upon application for District approval. District may, in its sole discretion, request that Little League remove any or all Permanent Improvements installed on the Premises by Little League. Upon such request, Little League shall promptly remove such Permanent Improvements and return the Premises to its original condition as nearly as may be practical at its sole cost and expense.

Permanent Improvements shall not include items placed upon the Premises by Little League which are not permanently affixed to the Premises ("Unaffixed Items"), which Unaffixed Items shall include, without limitation, scoreboards, bleachers, storage boxes, and pitching L screens. Upon expiration or earlier termination of this Agreement, Little League may remove and take possession of all Unaffixed Items. Little League shall use a licensed electrician approved in writing by District for removal of the scoreboards. Upon removal of the Unaffixed Items, Little League shall restore the Premises to its original condition, ordinary wear and tear excepted, at its sole cost and expense.

15. Repair and Removal of Structures. District may repair, remove or replace any Improvement or equipment which, in District's sole opinion, is unsafe or for any other reason determined by District would be of benefit to remove.

16. Default and Remedies.

16.1. Upon Little League's breach of this Agreement, District shall have the right or re-entry, after giving seven (7) days' notice, the right to take possession of all properties remaining on the Premises, and the right to remove all persons and property from the Premises. District may store property removed from the Premises in a public warehouse, or elsewhere, at Little League's expense and for its account.

16.2. If District elects to re-enter, as provided above, or to take possession under legal proceedings or under any notice provided by law, District may:

(a) Terminate this Agreement; or

(b) From time to time, without terminating this Agreement, relet the entire, or any portion, of the Premises for such terms, which may extend beyond the Term and at such rentals and other conditions as District, in its sole discretion deems advisable. District also has the right to make alterations and repairs to the Premises. On each such reletting, Little League shall immediately pay to District the expenses of reletting and making the alterations and repairs incurred by District and all other indebtedness, except rent, due under this Agreement; or

(c) Exercise all other rights that become available to it.

16.3. No re-entry or taking of possession of the Premises by District shall be construed as an election by District to terminate this Agreement unless written notice of such intent is delivered to Little League or this Agreement is declared to be terminated by a court of competent jurisdiction.

16.4. Nothing contained in this Agreement, and no security or guaranty that District holds now or in the future under this Agreement, shall in any way constitute a bar or defense to any action by District in unlawful detainer or for recovery of the Premises.

16.5. The notice requirements provided herein shall not be applicable to a breach of Section 7 of this Agreement, wherein District may, in its sole discretion, terminate this Agreement forthwith and without notice, in the manner specified therein.

17. Insolvency. Any one of the following constitutes a default under this Agreement by Little League:

17.1. The appointment of a receiver to take possession of all or substantially all assets of Little League; or,

17.2. A general assignment by Little League for the benefit of its creditors; or,

17.3. An action taken or suffered by Little League under any insolvency or bankruptcy act.

18. Waste or Nuisance. Little League and its agents and representatives shall not commit, or permit others to commit, waste on the Premises while exercising its rights under this Agreement. Little League and its agents and representatives also shall not, or permit others to commit, maintain or permit the commission of any nuisance (as defined pursuant to California Civil Code Section 3479 or the Kern County Ordinance Code Section 19.04.50) on the Premises while exercising its rights under this Agreement.

19. Liens. Little League shall pay all its expenses as set forth hereinabove, and all other expenses which it personally incurs when same are due and before delinquency. Little League shall keep the Premises and its leasehold interest free from any and all liens, claims of lien, charges, demands or liabilities, based upon or arising out of any work, act or operation performed by or on behalf of Little League upon the Premises. Little League shall defend, indemnify and hold harmless District from any and all liens arising out of any work, act or operation performed by or on behalf of Little League upon the Premises and any loss incurred by District on account of such liens.

20. Existing Rights of Others. This Agreement is subject to (a) all existing easements, servitudes, licenses, and rights-of-way, whether recorded or not; and (b) the rights of other lessees under any existing or future oil, gas, and mineral lease or leases from District affecting the entire or any portion of the Premises, whether recorded or not.

21. Licenses, Permits, Fees and Assessments. Little League shall, at its sole cost and expense, obtain such licenses, permits, and approvals as may be required by law and this Agreement for its activities on the Premises. Little League shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement, except those which are waived by District.

22. Environmental Health Permit. Little League, at its sole cost and expense, shall obtain and post an environmental health permit for the Concession Bar on an annual basis, and provide District with a copy of same on or before its first use of the Premises under the Field Use Schedule.

23. Assignment. Subletting. Encumbrances. Little League shall not assign this Agreement or any right under it, and shall not sublet the entire or any part of the Premises or any right or privilege appurtenant to the Premises, or permit any other person, the agents and servants of Little League excepted, to occupy or use any portion of the Premises without first obtaining District's written consent. A consent from District to one assignment, subletting, occupation, or use by one person shall not be a consent to a future assignment, subletting, occupation, or use by another person. An assignment or a subletting without District's prior consent shall be void, and shall, at District's option, terminate this Agreement. No interest of Little League in this Agreement shall be assignable by operation of law without District's written consent.

24. Notice. Any notice or demand by either party to the other in connection with this Agreement shall be deemed to be given or made when written and deposited in a sealed envelope in the United States Mail, registered or certified, postage prepaid, and addressed to the party to whom given at the address specified below. The address to which any notice may be given to either party may be changed upon written notice given by such party to the other as provided herein.

To District: Tehachapi Valley Recreation and Park District
Attention: Corey Torres
P.O. Box 373, Tehachapi, CA 93581

To Little League: Tehachapi Little League, Inc.
Attention: James Lundy
P.O. Box 529 Tehachapi, CA 93581

25. Attorneys' Fees and Costs. In any action or proceeding by either party to enforce or interpret this Agreement or any provision thereof, the prevailing party shall be entitled to recover its attorneys' fees, court costs and other non-reimbursable litigation expenses, such as witness fees and investigation expenses.

26. Compliance with Law. Little League shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

27. Binding Effect. This Agreement shall inure to and for the benefit of and be binding upon each party's respective agents, directors, employees, independent contractors, members, officers, partners, predecessors, representatives, stockholders, successors and assigns and all others acting for or in concert with it.

28. Time is of the Essence. Time is of the essence in this Agreement and of each provision contained herein.

29. Mailing List. During the Term, Little League shall maintain District on Little League's regular mailing list for all general correspondence, at the address indicated in Section 24.

30. Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of District and Little League. The parties agree that waiver by either party of any conditions of performance under this Agreement shall not be construed as a waiver of any other condition of performance or a continuing waiver of the same condition of performance under this Agreement.

31. Player Waivers. Little League shall obtain written waivers of liability executed by a parent or legal guardian of each participant in Little League's programs to protect and hold harmless District and Little League from any injuries that result from participation in Little League's programs.

32. Entire Agreement. This Agreement contains the entire agreement between the parties and constitutes an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Agreement are expressly superseded hereby and have no further force or effect, except for the documents referenced herein.

33. Modification. This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.

34. Governing Law/Venue. This Agreement shall be construed and enforced in accordance with the internal laws, and not the law of conflicts, of California, where it is to be executed, delivered and performed. Should any civil action be commenced between the parties concerning this Agreement, or any rights, or duties, obligations or responsibilities thereunder, such civil action must be commenced and venued in the Kern County Superior Court, Metropolitan Division, in Bakersfield, California.

35. Construction. Headings are used herein for convenience only and shall have no force or effect in the construction or interpretation of this Agreement. As used in this Agreement, the singular includes the plural and masculine includes the feminine and neuter. This Agreement shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties.

36. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

37. Separate Counterparts. This Agreement may be executed in counterparts (including by facsimile or e-mailed portable document format file), all of, which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes.

Dated: _____, 2023

**TEHACHAPI VALLEY RECREATION AND
PARK DISTRICT**, a political subdivision of the
State of California (“District”)

By: _____
COREY TORRES
Its: District Manager

Dated: _____, 2023

TEHACHAPI LITTLE LEAGUE, INC., a
California Corporation (“Little League”)

By: _____
JAMES LUNDY
Its: President/Chief Executive Officer

By: _____
DANIELLE WATKINS
Its: Secretary