



Tehachapi Valley
Recreation & Park District

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

**REGULAR BOARD MEETING
TUESDAY, NOVEMBER 18, 2014, 5:30 P.M.**

BOARD OF DIRECTORS

GAYLE STEWART, CHAIRPERSON
PAULETTE RUSH, VICE-CHAIRPERSON
BRIAN DUHART, DIRECTOR
CRAIG MIFFLIN, 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 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 or a member of the audience 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 September 16, 2014 (Pages 4-9)
- C. Approval of Minutes from the Special Board Meeting held October 7, 2014 (Pages 10-11)
- D. Tehachapi High School Mountain Bike Team Sponsorship, (Page 12)
- E. TVRPD Board Agenda Item Request Form, (Page 13)
- F. TVRPD Staff Leave Request Form, (Page 14)

G. TVRPD Request for Purchase Form, (Page 15)

5. MAINTENANCE FOREMAN REPORT

6. RECREATION SUPERVISOR REPORT

7. DISTRICT MANAGER REPORT

8. FINANCIAL REPORT

9. AGENDA ITEMS

- A. Approval of the Preliminary Financial Reports for September 2014 - Discussion/Approval (Pages 16-25)
- B. Approval of the Preliminary Financial Reports for October 2014 – Discussion/Approval (Pages 26-35)
- C. Agreement Between Tehachapi Valley Recreation and Park District and Tehachapi Mountain Trails Association for Meadowbrook Park Pump Track Property License and Maintenance Agreement - Discussion/Approval, Resolution #17-14 (Pages 36-44)
- D. Meadowbrook Park Quitclaim Deeds, Discussion/Approval, Resolution #18-14 (Pages 45-57)

10. BOARD OF DIRECTORS' TIME

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

11. OTHER BUSINESS

12. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on December 16, 2014.



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 November 18, 2014, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, November 14, 2014, 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 November 2014.

Dated this 14th day of November 2014.

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 SEPTEMBER 16, 2014, 5:30 P.M.**

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

BOARD MEMBERS:

Gayle Stewart, Chairperson
Paulette Rush, Vice-Chairperson
Nick Cyr, Director
Brian Duhart, Director
Craig Mifflin, Director

ALSO PRESENT:

Matt Young, TVRPD District Manager
Aimee Hansen, TVRPD Recreation Coordinator
Mike Walsh, TVRPD Maintenance Foreman
Laura Lynne Wyatt, GHCSO Board
Brian Rails, TMTA
Trent Theriault, TMTA
Oscar White
James LaRue
Pam Pousson
Juan and JoAnn Holguin
Nick Apel
Doug and Carolyn Anglin
Karl Jelleschitz
Paul Hughes
Cindy Kaiser

- 1. FLAG SALUTE:** Vice-Chairperson Rush led the Flag Salute.
- 2. ROLL CALL:** Director Duhart was absent.
- 3. PUBLIC COMMENTS:** Susan Hastings commented on how she has benefited from exercising at the pool, and she stated that the 11am to 1pm time slot would be better for seniors. Ms. Hastings stated that she would like to pool to remain open and that the drop in fee would be lowered to three dollars. Karl Jelleschitz commented on keeping the pool open and bringing the tot soccer program back. Peggy Rivera commented that she benefits from exercising at the pool and would like it to remain open.
- 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.
Rush - Mifflin: Ayes: Stewart; Rush; Cyr; Mifflin
Noes: None. Motion carried.
Absent: Duhart

B. Approval of Minutes from the Regular Board Meeting held August 19, 2014.

Request by Clerk of the Board of Directors to approve the minutes from the August 19, 2014 Regular Board Meeting. BOARD APPROVES MINUTES.

Rush - Mifflin: Ayes: Stewart; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

C. Approval of the Tehachapi Valley Recreation and Park District Park Bench and Plaque Request Form.

Request by Clerk of the Board of Directors to approve the Tehachapi Valley Recreation and Park District Park Bench and Plaque Request Form. BOARD APPROVES THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT PARK BENCH AND PLAQUE REQUEST FORM.

Rush - Mifflin: Ayes: Stewart; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

D. Approval to Purchase Trash Receptacles.

Request by District Manager Young of the Board of Directors to approve the purchase of trash receptacles, Resolution #16-14. BOARD APPROVES THE PURCHASE OF TRASH RECEPTACLES, RESOLUTION #16-14.

Rush - Mifflin: Ayes: Stewart; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

5. MAINTENANCE FOREMAN REPORT

Maintenance Foreman Mike Walsh gave the report.

- Central Park: Oak tree planted; footings have been poured for the shade structure.
- Pool: repair of a chlorine line.
- West Park: Drinking fountain repair; sprinkler valve replaced.
- Meadowbrook Park: Urinal repair; GFI plug repair.
- District Office: Eagle Scout project complete
- Seasonal staff hired: John Ortiz
- Brite Lake: Camp hosts Ron and Carol Middleton resigned due to a family emergency.
- TVRPD vehicle logos were applied to all maintenance vehicles.

6. RECREATION SUPERVISOR REPORT

Recreation Supervisor LeAnn Williams gave the report.

- Tot Enrichment and Parent and Me programs started September 2nd.
- Youth Basketball: Registration opened September 1st.
- Co-Ed Softball: Received several requests to run the league. We will run the program with 6 or 7 teams with 100% cost recovery.
- Tarmac 5K and Kids 1 Mile Run event is next weekend with the Warbird Fly In.
- Music in the Park: Very excited to announce Lehigh Cement as the presenting sponsor. Music in the Park Committee will meet to discuss the addition of a Kid's Music Day.

- Movies in the Park: Very successful program with 600 to 700 attendees. Recreation Coordinator Aimee Hansen is working to expand the program and make each event theme based. Hansen is working on a Lego Day to include Play-Well TEKnologies, FLL robotics clubs, The Lego Movie, and a Lego building contest.

7. DISTRICT MANAGER REPORT

District Manager Matt Young gave the report.

- Tehachapi Little League elected a new Board. District Manager Young met with the new Tehachapi Little League President. Young was invited to attend TLL Board meetings. They discussed various opportunities and challenges and Young stated that we are fostering a new partnership with TLL and that he is very excited for the 2015 season.
- Young met with the Chief Kroeger and City Manager Garrett to discuss park security and time of operation. The City Council is looking into adopting the TVRPD ordinance 01-10, which will help them police our parks more effectively.
- Branding: All maintenance vehicles now have the TVRPD logo on the door.
- Yearly audit is underway and the auditors are happy with the improvements we have made based on the recommendations from last year.
- Policy manual revision is underway and will be ready for approval at the November or December Board meeting.
- Tehachapi Parks Foundation received its 501(c)(3) status from the IRS this week.
- Capital Improvements: Shade structure is being installed at Central Park. Capital Improvement Committee met to discuss the Meadowbrook Park update. Seeking bids for the engineering plan. Waiting on some geotechnical information. We should have the bids ready by weeks end.
- Young thanked Boy Scouts of America's Troop 136 for their work on the Eagle Scout project located in front of the District Office. Nine Eagle Scout projects have been completed on District property and Young thanked everyone involved in those improvement projects.

8. FINANCIAL REPORT

Administrative Assistant Carrie Champlin gave the report.

9. AGENDA ITEMS:

Motion:

Motion to strike Agenda Item D. Evelyn Valenzuela was unable to attend the Board meeting.

Mifflin - Cyr: Ayes: Stewart; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

A. Approval of the Preliminary Financial Reports for August, 2014.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR AUGUST, 2014.

Cyr - Mifflin: Ayes: Stewart; Rush; Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

B. Pam Poussan and James LaRue Discussion Regarding the Dye Natatorium Non-Operational Season.

James LaRue spoke to the Board. He thanked everyone in attendance for showing support for the pool to remain open year round. Mr. LaRue stated he did not receive a response from the email he had sent requesting a thirty day stay for the pool and would like more interaction. He stated that he would like a knowledgeable dialog regarding what the problems of the Distict are regarding the length of the operational season of the pool. Mr. LaRue stated that he was not aware the pool was going to close until six weeks ago and would have liked to see the closure posted on Facebook. Mr. LaRue asked the Board if there was room to discuss options for the pool to remain open. Pam Pousson spoke to the Board and stated that we are still interested in a year round facility with a reasonable amount of time for scheduled maintenance and downtime. Mrs. Pousson asked what has changed that requires the facility to have a non-operational season. District Manager Young responded stating that proper maintenance was not being accomplished in the past. The decision to close the pool was made after we had our budget figures in July and that is when the notice to close the pool was put on the TVRPD website. The pool is operating at such a deficit the other properties were suffering. We are actually extending the operational season of the pool beyond what is reasonable and normal for a facility of this type. We are planning to operate the pool for eight months and we are proud to offer that operational season to our community. A comparable facility would usually only be open for three months of the year. District Manager Young stated that there are many issues other than funding. Mrs. Pousson had questions about acid washing of the pool liner during the last pool closure. Maintenance Foreman Mike Walsh responded stating that he could not speak fully to what maintenance had been accomplished in the past before he took the Maintenance Foreman position. The problems he could see indicated that the maintenance of the facility was not adequate. Walsh said that he and his staff worked on completely revamping the electrical system at the pool during the last closure, as well as working on the deck and addressing ADA compliance. Walsh explained that the pool needs to be drained due to the chloramine levels and that they would perform an acid wash at that time. Walsh explained how chloramine levels in an indoor pool facility affect the water and pool liner. Mrs. Pousson asked if the roofing material that was applied to the roof supplied an adequate amount of insulation to prevent moisture from forming inside the facility. Walsh replied that the material has prevented the moisture from forming in the facility and he has not seen any moisture problems since the installation of the foam roof coating. Mrs. Pousson had various questions and suggestions regarding staffing the pool. Recreation Supervisor LeAnn Williams responded explaining that there is a shortage of trained lifeguards in our area and that TVRPD hired almost all of the lifeguards that went through the training course last season and that she is planning on expanding the lifeguard staff. Mrs. Pousson asked about possible volunteer lifeguards. District Manager Young responded that we could consider qualified volunteer lifeguards within the rules and regulations of the FLSA. Mrs. Pousson suggested applying for the Kaiser Permanente grant. Mrs. Pousson stated that she will be meeting with Supervisor Scrivner and Senator Kevin McCarthy to discuss options maybe we have not thought of as well as investigate the American's with Disabilities Act to see if there is any funding available. District Manager Young said he would love to work with Mrs. Pousson on the Kaiser grant. Mrs. Pousson suggested several other options to reduce the operational cost of the pool including solar panels and changing the pool to a salt water. There was a brief discussion regarding options for pool passes and daily scheduling at the pool. Mrs. Pousson stated that the pool is worth saving and that it is time to roll up our sleeves and work together to keep the pool open. District Manager Young stated that he looks forward to working with the Pool Ad Hoc Committee. In response to Mr. LaRue's question, Chairperson Stewart stated that the Pool Ad

Hoc Committee needs to support what the District needs to do at this time. We are faced with facts and we have thoroughly scrutinized the budget. We are supporting an inclusive parks District and we must follow the budget. Director Mifflin stated that there may have been a misunderstanding regarding the purpose of the Pool Ad Hoc Committee. Tonight there have been wonderful ideas brought to this Board. I believe seventy-five percent of our problem is staffing. It was the consensus of the Board to support the Ad Hoc Committee members in their pursuit of possible funding ideas to support the pool facility. Director Mifflin stated that District Manager Young will be a huge supporter in the effort to find additional funding through the ideas brought forward tonight. Chairperson Stewart was in agreement and applauded the efforts of the committee members.

C. Joanne Holguin Discussion Regarding Men's Softball.

Joanne Holguin spoke to the Board regarding Men's Softball. Mrs. Holguin explained the circumstances of her husband being suspended from playing Men's Softball. Mrs. Holguin also explained that there was a team playing music in the dugout and that she thought that it is not safe for music to be played in the dugout and could lead to a player injury. Mrs. Holguin asked the Board to revoke the suspension. District Manager thanked Mrs. Holguin for bringing the music to our attention. Young assured Mrs. Holguin that we are not singling out any one player or team. The rules are clear and the same action would be taken for any player or team. Young explained the definition of assault under the District's rules. Director Mifflin stated that he had read the reports and he supports the District's zero tolerance policy for harassment and or assault and we are not going to change the decision. District Manager Young stated that he will address the music being played in the dugouts. Mr. and Mrs. Holguin thanked the Board for their time.

D. Stricken.

E. Norbertine Fathers of Orange Inc. Discussion Regarding Park Mitigation Fees.

District Manager Young recommended waiving the park mitigation fee for the construction permit this one last time. The Board had a brief discussion regarding the fee. Board recommends speaking with Kern County as how to proceed since the fee has already been paid.

- 11. BOARD OF DIRECTORS TIME:** Director Mifflin stated that he loves hearing about all the programs the District is offering. Director Mifflin stated that is the reason he is a Board member and is excited to serve the community. Vice-Chairperson Rush stated that she is excited the District is offering Co-Ed Softball. Chairperson Stewart thanked Brian Rails and Trent Theriault for being in attendance. Chairperson Stewart stated that she is so excited about Meadowbrook Park Pump Track and all the youth in the community that the facility will serve. Chairperson Stewart thanked everyone from the community that have been showing up and wanting to partner with TVRPD.

12. OTHER BUSINESS: None.

13. ADJOURNMENT:

Having no further business the meeting was adjourned at 7:30 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on December 18, 2014.

Rush - Mifflin: Ayes: Stewart; Rush Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

Respectfully Submitted,

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 OCTOBER 7, 2014, 5:30 P.M.**

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

BOARD MEMBERS:

Gayle Stewart, Chairperson
Paulette Rush, Vice-Chairperson
Nick Cyr, Director
Brian Duhart, Director
Craig Mifflin, Director

ALSO PRESENT:

Laura Lynne Wyatt, GHCSB Board

1. FLAG SALUTE: Director Mifflin led the Flag Salute.

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

3. PUBLIC COMMENTS: None.

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.

Cyr - Mifflin: Ayes: Stewart; Cyr; Duhart; Mifflin

Noes: None. Motion carried.

Absent: Rush

5. DISTRICT MANAGER REPORT

District Manager Young gave the report.

- Grant Updates: Kern County will not offer the recycled tire grant for rubber fill at this time. Kern County will offer a grant for recycled tires for the poured rubber material. Cal-Recycle will offer a grant for rubberized asphalt that is used for paving. East Kern Air Quality Control District is offering a matching funds grant for vehicle replacement, paving, public transportation, education, and telecommunications. Staff will review the various grants to see which grants would be feasible and best to supplement the District. Director Mifflin offered his assistance with the grant process.
- Received final documents from the surveyor for Meadowbrook Park.

6. AGENDA ITEMS

A. Amendment to Contract with Quad Knopf; Meadowbrook Park Construction Plans – Discussion/Approval, Resolution #15-14.

District Manager Young reported that the Capital Improvement Ad Hoc Committee met regularly with the goal of achieving construction plans for Meadowbrook Park. Director Cyr, Director Duhart, Maintenance Foreman Walsh, and District Manager Young all reviewed and had input in this process. Young explained what is to be included in the plans. Young thanked Director Cyr for his expertise in reviewing the plans to make sure we have complete construction plans to work with on this project. District Manager Young explained that Marc Dennison, TVRPD's legal counsel, reviewed the contract and recommended amendments to the contract. Young stated that he contacted Quad Knopf as to the recommended amendments and he does not see them as being an issue. There was a brief discussion regarding the amendments that are needed for the contract as well as a delivery timeline for the plans. Director Cyr recommended the Board not adopt the final construction plans until Kern County has reviewed and commented on the plans, in order to avoid having to go through the adoption process multiple times. Director Cyr stated that he wants to make sure the survey lines are correct since everything is based off of the survey lines to make the construction plans. District Manager Young stated that he is confident in surveyor Bob Hogue's work and that he was favorably recommended by several public agencies and companies in the area.

BOARD APPROVES THE AMENDMENT TO THE CONTRACT WITH QUAD KNOPF FOR MEADOWBROOK PARK CONSTRUCTION PLANS AND THE DISTRICT MANAGER IS AUTHORIZED TO SIGN, SUBJECT TO APPROVAL OF THE FORM OF THE AMENDMENT BY DISTRICT COUNSEL, RESOLUTION #15-14.

Duhart - Mifflin: Ayes: Stewart; Cyr; Duhart; Mifflin

Noes: None. Motion carried.

Absent: Rush

7. BOARD OF DIRECTORS TIME: None.

8. OTHER BUSINESS: None.

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 November 18, 2014.

Duhart - Mifflin : Ayes: Stewart; Cyr; Duhart; Mifflin

Noes: None. Motion carried.

Absent: Rush

Respectfully Submitted,

Carrie Champlin, Clerk of the Board



Tehachapi High School

Mountain Bike Team

Sponsorship and Partnership Offers

Overview: This year for the 2015 season Tehachapi High School is going to have it's second season for the mountain bike team for grades 9-12 after a very successful first season. Also new for this year is the Tehachapi Composite team which allows students on charter and home school programs to participate in the league. NICA first began sanctioning high school mountain bike racing in 2009 and has grown exponentially since then. The race season is composed of 5 races throughout Southern California with an average of 600+ student racers and practices several times per week. Recent surveys have shown 1/3 of the students to actually have increased their GPA as a result of league participation.

Reason to Sponsor: To support the local students in a great and healthy activity that builds team and social skills. Even though the students provide their own mountain bike the cost of transportation, race fees and clothing all add up so in order to offset these cost we reach out and provide marketing opportunities for businesses.

Silver Level Sponsorship: Gets a logo on the front of the race jersey also a spot on the mountain bike team web page and also a spot on the team banner which is posted at all races for \$250

Gold Level Sponsorship: Gets a panel on the race jersey and a spot on the mountain bike team web page and a large spot on the team banner which is posted at all races for \$500

Platinum Level Sponsorship: Gets larger logo on the race jersey and on the team banner plus whatever social media can be used to promote the team and its sponsors. Which

Note: an electronic image or picture of the business logo will be required.

Business Name: _____

Business Contact: _____

Business Phone: _____

Business Address: _____

Level of Sponsorship: Silver \$250 ☐ Gold \$500 ☐ Platinum \$1000+ ☐

Signature of Business Rep.: _____ **Date:** _____



Tehachapi Valley
Recreation & Park District

Date Received: _____

Received by: _____

REQUEST TO BE PUT ON BOARD MEETING AGENDA

Deadline for request to be put on the Board Meeting Agenda along with any supporting documents and written materials is the **second Tuesday of every month by 10:00 AM.**

Name: _____

Phone Number: _____

Address: _____

Street

City

State

Zip

Board Meeting Date Requested (every third Tuesday of every month): _____

Reason:

List of Supporting Documents and/or Written Materials:

*Please attach supporting documents and written materials

Signature

Print Name

Approved by

Approved Date of Board Meeting



Tehachapi Valley

Recreation & Park District

TIME OFF REQUEST

I, _____, am hereby notifying TVRPD Time Management Staff of my work absence(s) for the following reason:

Vacation _____ School/Training _____ Bereavement _____

Other (please explain):

Dates absent: _____ to _____ Total Days: _____
Total Hours: _____

Employee Signature _____ Dated _____ Managers Approval _____ Dated _____

FOR OFFICE USE ONLY

Number of hours to be paid: _____ Amount: _____

Time off will be documented on time card for pay period dated _____ as

Vacation _____ School/Training _____ Bereavement _____

Other (please explain):



REQUEST FOR PURCHASE FORM

Date: _____

Name: _____

<u>Company(ies)</u>	<u>Item(s)</u>	<u>Price(s)</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Total Amount: \$ _____

Signature

Approved by

Date

Date Ordered

Tehachapi Valley Recreation & Park
District
Financials
September 2014

Prepared without audit by Better Ledger Inc

Tehachapi Valley Recreation and Park District

BALANCE SHEET

As of September 30, 2014

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury Special Revenue Fund	
1001 Cash in County Treasury-General Fund	408,699.99
1002 Cash in County Treasury-Development Fees	131,857.39
1003 Cash in County Treasury-Quimby	25,706.98
Total 1000 Cash in County Treasury Special Revenue Fund	566,264.36
1004 Check BOTS 4470	148,252.06
1005 County Treasury Capital Projects Fund	356,020.09
1050 Cash Box-Events	225.00
1051 Change Fund	1,100.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	\$1,072,061.51
Accounts Receivable	
1200 Accounts Receivable	7,120.00
Total Accounts Receivable	\$7,120.00
Other current assets	
1070 Prepaid Expenses	12,608.42
1092 Credit Card Receivables	61.00
1210 Inventory Asset	3,867.74
1215 Scholarship Revenues Receivable	612.50
Total Other current assets	\$17,149.66
Total Current Assets	\$1,096,331.17
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,480,963.41
1163 Equipment	688,022.96
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,413,763.00
Total Fixed Assets	\$1,156,090.10
TOTAL ASSETS	\$2,252,421.27
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	9,577.47

Total Accounts Payable	\$9,577.47
Credit Cards	
2010 Cardmember Services Payable	3,682.45
2014 Home Depot Payable	886.60
Total Credit Cards	\$4,569.05
Other Current Liabilities	
2021 Accrued Salaries & Wages	14,680.13
2022 Accrued Employer PR Taxes	1,286.27
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	14,051.79
2024.3 Accrued Sick Leave	17,945.08
Total 2024 Accrued Vacation, Sick, & Comp Time	31,996.87
2207 Sales tax payable	1,023.58
2208 Kern County Loan Payable	394,776.49
2210 Payroll Liabilities	
2211 CalPERS Payable	821.68
2231 Health Plan Payable	-220.28
2250 Payroll Tax Liabilities	6,728.54
Total 2210 Payroll Liabilities	7,329.94
2260 Veterans Memorial Fund Payable	1,526.17
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	\$453,619.45
Total Current Liabilities	\$467,765.97
Total Liabilities	\$467,765.97
Equity	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	969,768.57
Total 3010 Net Investment In Capital Assets	969,768.57
3020 Restricted Funds	
3022 Capital Projects	427,925.26
Total 3020 Restricted Funds	427,925.26
3030 Unrestricted Funds	418,701.22
3110 Retained Earnings	87,368.14
Net Income	-119,107.89
Total Equity	\$1,784,655.30
TOTAL LIABILITIES AND EQUITY	\$2,252,421.27

Tuesday, Oct 14, 2014 08:43:33 AMPDT GMT-7 - Accrual Basis

Tehachapi Valley Recreation and Park District

PROFIT AND LOSS

September 2014

	TOTAL		
	SEP 2014	JUL - SEP, 2014 (YTD)	% OF INCOME
Income			
4010 Property Taxes	41,834.93	54,176.01	65.01 %
4020 Interest Income		692.97	
4030 Adult Program Revenues	2,021.00	11,427.34	3.14 %
4050 Facility Revenue	14,232.00	43,317.23	22.11 %
4200 Contracted Classes Revenues	1,401.00	6,562.19	2.18 %
4210 Events Revenues	1,730.00	15,472.87	2.69 %
4213 Sponsorship Revenues		900.00	
4300 Youth Program Revenues	1,517.00	11,348.00	2.36 %
4610 Billable Expense Income	1,640.82	5,774.99	2.55 %
4650 Discounts given	-21.00	-218.00	-0.03 %
4704 Sales		961.55	
4750 Commission Income		19.40	
Total Income	\$64,355.75	\$150,434.55	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs	482.53	1,263.33	0.75 %
5004 Contracted Classes Costs	2,910.21	9,431.74	4.52 %
5005 Events Costs	524.25	23,144.14	0.81 %
5008 Youth Program Costs		548.05	
5704 Purchases for Resale	25.14	304.11	0.04 %
Total Cost of Goods Sold	\$3,942.13	\$34,691.37	6.13 %
Gross Profit	\$60,413.62	\$115,743.18	93.87 %
Expenses			
6000 Employee Costs	54,174.41	165,826.96	84.18 %
7010 Advertising & Marketing	271.30	2,989.44	0.42 %
7020 Bank Service Charges	460.57	2,306.63	0.72 %
7025 Cash Short/Over		-0.05	
7026 Charitable Contribution		1,878.00	
7030 Dues & Subscriptions	2,693.00	4,793.00	4.18 %
7035 Equipment Rents & Leases	247.27	1,509.12	0.38 %
7050 Insurance	1,402.33	4,311.91	2.18 %
7060 Licenses & Fees	57.00	1,677.00	0.09 %
7070 Maintenance	4,734.77	15,923.13	7.36 %
7084 Meals & Entertainment	73.44	274.92	0.11 %
7090 Office Supplies	2,089.77	5,074.29	3.25 %
7120 Professional Development	2,130.39	3,163.90	3.31 %
7150 Professional Fees	1,516.94	7,949.41	2.36 %
7180 Security	100.00	300.00	0.16 %
7210 Telephone	1,812.46	4,471.28	2.82 %

7230 Uniforms & Apparel	248.74	1,273.80	0.39 %
7250 Utilities	14,232.22	28,224.33	22.11 %
Total Expenses	\$86,244.61	\$251,947.07	134.01 %
Net Operating Income	\$ -25,830.99	\$ -136,203.89	-40.14 %
Other Income			
8040 TVRPD Development Fee Revenues	4,274.00	17,096.00	6.64 %
Total Other Income	\$4,274.00	\$17,096.00	6.64 %
Net Other Income	\$4,274.00	\$17,096.00	6.64 %
Net Income	\$ -21,556.99	\$ -119,107.89	-33.50 %

Tuesday, Oct 14, 2014 08:44:09 AM PDT GMT-7 - Accrual Basis

Tehachapi Valley Recreation and Park District

PROFIT & LOSS PRIOR YEAR COMPARISON

July - September, 2014

	TOTAL			
	JUL - SEP, 2014	JUL - SEP, 2013 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	54,176.01	43,619.76	10,556.25	24.20 %
4020 Interest Income	692.97	991.47	-298.50	-30.11 %
4030 Adult Program Revenues	11,427.34	1,890.00	9,537.34	504.62 %
4050 Facility Revenue	43,317.23	35,291.42	8,025.81	22.74 %
4200 Contracted Classes Revenues	6,562.19	6,214.00	348.19	5.60 %
4210 Events Revenues	15,472.87	13,940.69	1,532.18	10.99 %
4213 Sponsorship Revenues	900.00	2,400.00	-1,500.00	-62.50 %
4300 Youth Program Revenues	11,348.00	10,562.86	785.14	7.43 %
4610 Billable Expense Income	5,774.99		5,774.99	
4650 Discounts given	-218.00		-218.00	
4704 Sales	961.55	133.00	828.55	622.97 %
4750 Commission Income	19.40		19.40	
Total Income	\$150,434.55	\$115,043.20	\$35,391.35	30.76 %
Cost of Goods Sold				
5001 Adult Program Costs	1,263.33	20.48	1,242.85	6,068.60 %
5004 Contracted Classes Costs	9,431.74	5,101.00	4,330.74	84.90 %
5005 Events Costs	23,144.14	12,120.76	11,023.38	90.95 %
5008 Youth Program Costs	548.05	6,077.04	-5,528.99	-90.98 %
5704 Purchases for Resale	304.11	104.14	199.97	192.02 %
Total Cost of Goods Sold	\$34,691.37	\$23,423.42	\$11,267.95	48.11 %
Gross Profit	\$115,743.18	\$91,619.78	\$24,123.40	26.33 %
Expenses				
6000 Employee Costs	165,826.96	123,405.02	42,421.94	34.38 %
7010 Advertising & Marketing	2,989.44	7,684.42	-4,694.98	-61.10 %
7020 Bank Service Charges	2,306.63	1,223.05	1,083.58	88.60 %
7025 Cash Short/Over	-0.05		-0.05	
7026 Charitable Contribution	1,878.00		1,878.00	
7030 Dues & Subscriptions	4,793.00	656.00	4,137.00	630.64 %
7035 Equipment Rents & Leases	1,509.12	1,431.51	77.61	5.42 %
7050 Insurance	4,311.91	4,071.33	240.58	5.91 %
7056 Interest Expense		130.72	-130.72	-100.00 %
7060 Licenses & Fees	1,677.00	1,065.00	612.00	57.46 %
7070 Maintenance	15,923.13	32,432.71	-16,509.58	-50.90 %
7080 Master Plan Expenses		51,188.94	-51,188.94	-100.00 %
7084 Meals & Entertainment	274.92	30.00	244.92	816.40 %
7090 Office Supplies	5,074.29	1,528.70	3,545.59	231.93 %
7120 Professional Development	3,163.90	3,939.87	-775.97	-19.70 %
7150 Professional Fees	7,949.41	20,636.08	-12,686.67	-61.48 %

7170 Publications & Legal		74.70	-74.70	-100.00 %
7180 Security	300.00	582.75	-282.75	-48.52 %
7210 Telephone	4,471.28	3,603.89	867.39	24.07 %
7230 Uniforms & Apparel	1,273.80	849.25	424.55	49.99 %
7250 Utilities	28,224.33	25,625.03	2,599.30	10.14 %
Total Expenses	\$251,947.07	\$280,158.97	\$ -28,211.90	-10.07 %
Net Operating Income	\$ -136,203.89	\$ -188,539.19	\$52,335.30	27.76 %
Other Income				
8040 TVRPD Development Fee Revenues	17,096.00	19,233.00	-2,137.00	-11.11 %
Total Other Income	\$17,096.00	\$19,233.00	\$ -2,137.00	-11.11 %
Other Expenses				
8505 Quimby Expense		4,080.00	-4,080.00	-100.00 %
Total Other Expenses	\$0.00	\$4,080.00	\$ -4,080.00	-100.00 %
Net Other Income	\$17,096.00	\$15,153.00	\$1,943.00	12.82 %
Net Income	\$ -119,107.89	\$ -173,386.19	\$54,278.30	31.30 %

Tuesday, Oct 14, 2014 08:45:28 AM PDT GMT-7 - Accrual Basis

Tehachapi Valley Recreation and Park District

STATEMENT OF CASH FLOWS

July - September, 2014

	TOTAL
OPERATING ACTIVITIES	
Net Income	-119,107.89
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	5,238.67
1070 Prepaid Expenses	-3,150.20
1092 Credit Card Receivables	2,380.00
2000 Accounts Payable	-11,246.98
2010 Cardmember Services Payable	-1,255.77
2014 Home Depot Payable	525.62
2021 Accrued Salaries & Wages	-11,878.92
2022 Accrued Employer PR Taxes	-1,316.25
2099 Deferred Revenue	-1,211.60
2207 Sales tax payable	-277.19
2208 Kern County Loan Payable	394,776.49
2211 Payroll Liabilities:CalPERS Payable	-262.82
2231 Payroll Liabilities:Health Plan Payable	1,099.44
2250 Payroll Liabilities:Payroll Tax Liabilities	5,170.40
Net cash provided by operating activities	\$259,483.00
INVESTING ACTIVITIES	
1162 Improvements	-930.00
1163 Equipment	-138,723.37
Net cash provided by investing activities	\$ -139,653.37
Net cash increase for period	\$119,829.63
Cash at beginning of period	952,231.88
Cash at end of period	\$1,072,061.51

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Tehachapi Valley Recreation and Park District

BUDGET VS. ACTUALS: FY2014-2015 BUDGET - FY15 P&L

July - September, 2014

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
4010 Property Taxes	54,176.01	188,187.00	134,010.99	71.21 %
4020 Interest Income	692.97	873.00	180.03	20.62 %
4030 Adult Program Revenues	11,427.34	7,014.00	-4,413.34	-62.92 %
4050 Facility Revenue	43,317.23	35,016.00	-8,301.23	-23.71 %
4200 Contracted Classes Revenues	6,562.19	10,641.00	4,078.81	38.33 %
4210 Events Revenues	15,472.87	9,435.00	-6,037.87	-63.99 %
4213 Sponsorship Revenues	900.00	9,999.00	9,099.00	91.00 %
4300 Youth Program Revenues	11,348.00	15,549.00	4,201.00	27.02 %
4610 Billable Expense Income	5,774.99	7,500.00	1,725.01	23.00 %
4650 Discounts given	-218.00	-126.00	92.00	-73.02 %
4704 Sales	961.55	1,170.00	208.45	17.82 %
4750 Commission Income	19.40	0.00	-19.40	
Total Income	\$150,434.55	\$285,258.00	\$134,823.45	47.26 %
Cost of Goods Sold				
5001 Adult Program Costs	1,263.33	675.00	-588.33	-87.16 %
5004 Contracted Classes Costs	9,431.74	6,375.00	-3,056.74	-47.95 %
5005 Events Costs	23,144.14	11,199.00	-11,945.14	-106.66 %
5008 Youth Program Costs	548.05	4,623.00	4,074.95	88.15 %
5704 Purchases for Resale	304.11	822.00	517.89	63.00 %
Total Cost of Goods Sold	\$34,691.37	\$23,694.00	\$ -10,997.37	-46.41 %
Gross Profit	\$115,743.18	\$261,564.00	\$145,820.82	55.75 %
Expenses				
6000 Employee Costs	165,826.96	169,470.00	3,643.04	2.15 %
7010 Advertising & Marketing	2,989.44	3,750.00	760.56	20.28 %
7020 Bank Service Charges	2,306.63	1,749.00	-557.63	-31.88 %
7025 Cash Short/Over	-0.05	0.00	0.05	
7026 Charitable Contribution	1,878.00	750.00	-1,128.00	-150.40 %
7030 Dues & Subscriptions	4,793.00	1,248.00	-3,545.00	-284.05 %
7035 Equipment Rents & Leases	1,509.12	1,374.00	-135.12	-9.83 %
7050 Insurance	4,311.91	5,073.00	761.09	15.00 %
7056 Interest Expense		75.00	75.00	100.00 %
7060 Licenses & Fees	1,677.00	999.00	-678.00	-67.87 %
7070 Maintenance	15,923.13	20,115.00	4,191.87	20.84 %
7084 Meals & Entertainment	274.92	249.00	-25.92	-10.41 %
7090 Office Supplies	5,074.29	3,498.00	-1,576.29	-45.06 %
7120 Professional Development	3,163.90	3,000.00	-163.90	-5.46 %
7150 Professional Fees	7,949.41	15,021.00	7,071.59	47.08 %
7160 Property Tax Collection Fee		2,124.00	2,124.00	100.00 %

7170 Publications & Legal		123.00	123.00	100.00 %
7180 Security	300.00	375.00	75.00	20.00 %
7210 Telephone	4,471.28	3,498.00	-973.28	-27.82 %
7230 Uniforms & Apparel	1,273.80	1,248.00	-25.80	-2.07 %
7250 Utilities	28,224.33	22,821.00	-5,403.33	-23.68 %
Total Expenses	\$251,947.07	\$256,560.00	\$4,612.93	1.80 %
Net Operating Income	\$ -136,203.89	\$5,004.00	\$141,207.89	2,821.90 %
Other Income				
8040 TVRPD Development Fee Revenues	17,096.00		-17,096.00	
Total Other Income	\$17,096.00	\$0.00	\$ -17,096.00	0.00%
Net Other Income	\$17,096.00	\$0.00	\$ -17,096.00	0.00%
Net Income	\$ -119,107.89	\$5,004.00	\$124,111.89	2,480.25 %

Tuesday, Oct 14, 2014 08:53:21 AMPDT GMT-7 - Accrual Basis

**Tehachapi Valley Recreation & Park
District
Financials
October 2014**

Prepared without audit by Better Ledger Inc

Tehachapi Valley Recreation and Park District

BALANCE SHEET

As of October 31, 2014

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury Special Revenue Fund	
1001 Cash in County Treasury-General Fund	443,601.58
1002 Cash in County Treasury-Development Fees	131,857.39
1003 Cash in County Treasury-Quimby	25,706.98
Total 1000 Cash in County Treasury Special Revenue Fund	<u>601,165.95</u>
1004 Check BOTS 4470	87,109.28
1005 County Treasury Capital Projects Fund	360,528.77
1051 Change Fund	700.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	<u>\$1,049,704.00</u>
Accounts Receivable	
1200 Accounts Receivable	6,880.00
Total Accounts Receivable	<u>\$6,880.00</u>
Other current assets	
1070 Prepaid Expenses	14,330.82
1092 Credit Card Receivables	1,856.00
1210 Inventory Asset	3,867.74
1215 Scholarship Revenues Receivable	612.50
Total Other current assets	<u>\$20,667.06</u>
Total Current Assets	<u>\$1,077,251.06</u>
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,480,963.41
1163 Equipment	718,229.39
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,413,763.00
Fleet Vehicles and Equipment	21,233.30
Total Fixed Assets	<u>\$1,207,529.83</u>
TOTAL ASSETS	<u><u>\$2,284,780.89</u></u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	67,178.93
Total Accounts Payable	<u>\$67,178.93</u>
Credit Cards	

2010 Cardmember Services Payable	2,568.85
2012 Home 4 Less Payable	148.90
2014 Home Depot Payable	899.28
Total Credit Cards	\$3,617.03
Other Current Liabilities	
2021 Accrued Salaries & Wages	31,134.63
2022 Accrued Employer PR Taxes	2,569.38
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	14,051.79
2024.3 Accrued Sick Leave	17,945.08
Total 2024 Accrued Vacation, Sick, & Comp Time	31,996.87
2207 Sales tax payable	29.88
2208 Kern County Loan Payable	394,776.49
2210 Payroll Liabilities	
2211 CalPERS Payable	1,865.52
2231 Health Plan Payable	905.38
2250 Payroll Tax Liabilities	379.15
Total 2210 Payroll Liabilities	3,150.05
2260 Veterans Memorial Fund Payable	1,526.17
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	\$466,183.47
Total Current Liabilities	\$536,979.43
Total Liabilities	\$536,979.43
Equity	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	969,768.57
Total 3010 Net Investment In Capital Assets	969,768.57
3020 Restricted Funds	
3022 Capital Projects	427,925.26
Total 3020 Restricted Funds	427,925.26
3030 Unrestricted Funds	418,701.22
3110 Retained Earnings	87,368.14
Net Income	-155,961.73
Total Equity	\$1,747,801.46
TOTAL LIABILITIES AND EQUITY	\$2,284,780.89

Wednesday, Nov 12, 2014 05:52:20 AM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

PROFIT AND LOSS

October 2014

	TOTAL		
	OCT 2014	JUL - OCT, 2014 (YTD)	% OF INCOME
Income			
4010 Property Taxes	34,640.54	88,816.55	56.14 %
4020 Interest Income	553.08	1,246.05	0.90 %
4030 Adult Program Revenues	3,744.00	15,171.34	6.07 %
4050 Facility Revenue	10,343.79	53,661.02	16.76 %
4200 Contracted Classes Revenues	1,916.25	8,478.44	3.11 %
4210 Events Revenues	1,480.00	16,952.87	2.40 %
4213 Sponsorship Revenues		900.00	
4300 Youth Program Revenues	8,637.00	19,985.00	14.00 %
4610 Billable Expense Income		5,774.99	
4650 Discounts given		-218.00	
4704 Sales	390.70	1,352.25	0.63 %
4750 Commission Income		19.40	
Total Income	\$61,705.36	\$212,139.91	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs	548.80	1,812.13	0.89 %
5004 Contracted Classes Costs	3,443.94	12,875.68	5.58 %
5005 Events Costs	1,337.99	24,551.98	2.17 %
5008 Youth Program Costs	118.51	666.56	0.19 %
5704 Purchases for Resale		304.11	
Total Cost of Goods Sold	\$5,449.24	\$40,210.46	8.83 %
Gross Profit	\$56,256.12	\$171,929.45	91.17 %
Expenses			
6000 Employee Costs	65,529.92	231,356.88	106.20 %
7010 Advertising & Marketing	733.56	3,723.00	1.19 %
7020 Bank Service Charges	447.09	2,753.72	0.72 %
7025 Cash Short/Over		-0.05	
7026 Charitable Contribution		1,878.00	
7030 Dues & Subscriptions	310.00	5,103.00	0.50 %
7035 Equipment Rents & Leases	247.27	1,725.21	0.40 %
7050 Insurance	1,253.65	5,565.56	2.03 %
7060 Licenses & Fees	112.83	1,789.83	0.18 %
7070 Maintenance	5,926.57	22,169.96	9.60 %
7080 Master Plan Expenses	1,052.90	1,052.90	1.71 %
7084 Meals & Entertainment	171.77	446.69	0.28 %
7090 Office Supplies	399.58	5,571.87	0.65 %
7120 Professional Development	5,477.56	8,641.46	8.88 %
7150 Professional Fees	5,196.85	14,696.76	8.42 %
7180 Security	100.00	400.00	0.16 %
7210 Telephone	1,134.34	5,605.62	1.84 %
7230 Uniforms & Apparel	278.17	1,578.21	0.45 %
7250 Utilities	6,978.23	35,202.56	11.31 %

Total Expenses	\$95,350.29	\$349,261.18	154.53 %
Net Operating Income	\$ -39,094.17	\$ -177,331.73	-63.36 %
Other Income			
8040 TVRPD Development Fee Revenues	4,274.00	21,370.00	6.93 %
Total Other Income	\$4,274.00	\$21,370.00	6.93 %
Net Other Income	\$4,274.00	\$21,370.00	6.93 %
Net Income	\$ -34,820.17	\$ -155,961.73	-56.43 %

Wednesday, Nov 12, 2014 06:17:53 AM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

PROFIT & LOSS PRIOR YEAR COMPARISON

July - October, 2014

	TOTAL			
	JUL - OCT, 2014	JUL - OCT, 2013 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	88,816.55	84,969.00	3,847.55	4.53 %
4020 Interest Income	1,246.05	1,810.38	-564.33	-31.17 %
4030 Adult Program Revenues	15,171.34	1,963.00	13,208.34	672.87 %
4050 Facility Revenue	53,661.02	42,475.48	11,185.54	26.33 %
4200 Contracted Classes Revenues	8,478.44	6,691.00	1,787.44	26.71 %
4210 Events Revenues	16,952.87	15,040.69	1,912.18	12.71 %
4213 Sponsorship Revenues	900.00	3,900.00	-3,000.00	-76.92 %
4300 Youth Program Revenues	19,985.00	20,877.59	-892.59	-4.28 %
4610 Billable Expense Income	5,774.99	5,312.17	462.82	8.71 %
4650 Discounts given	-218.00		-218.00	
4704 Sales	1,352.25	366.49	985.76	268.97 %
4750 Commission Income	19.40		19.40	
Total Income	\$212,139.91	\$183,405.80	\$28,734.11	15.67 %
Cost of Goods Sold				
5001 Adult Program Costs	1,812.13	20.48	1,791.65	8,748.29 %
5004 Contracted Classes Costs	12,875.68	5,301.00	7,574.68	142.89 %
5005 Events Costs	24,551.98	12,120.76	12,431.22	102.56 %
5008 Youth Program Costs	666.56	7,944.10	-7,277.54	-91.61 %
5704 Purchases for Resale	304.11	233.64	70.47	30.16 %
Total Cost of Goods Sold	\$40,210.46	\$25,619.98	\$14,590.48	56.95 %
Gross Profit	\$171,929.45	\$157,785.82	\$14,143.63	8.96 %
Expenses				
6000 Employee Costs	231,356.88	174,316.73	57,040.15	32.72 %
7010 Advertising & Marketing	3,723.00	8,124.66	-4,401.66	-54.18 %
7020 Bank Service Charges	2,753.72	1,476.21	1,277.51	86.54 %
7025 Cash Short/Over	-0.05	2.75	-2.80	-101.82 %
7026 Charitable Contribution	1,878.00		1,878.00	
7030 Dues & Subscriptions	5,103.00	1,046.00	4,057.00	387.86 %
7035 Equipment Rents & Leases	1,725.21	1,576.01	149.20	9.47 %
7050 Insurance	5,565.56	5,751.14	-185.58	-3.23 %
7056 Interest Expense		130.72	-130.72	-100.00 %
7060 Licenses & Fees	1,789.83	1,215.00	574.83	47.31 %
7070 Maintenance	22,169.96	35,134.25	-12,964.29	-36.90 %
7080 Master Plan Expenses	1,052.90	51,275.69	-50,222.79	-97.95 %
7084 Meals & Entertainment	446.69	30.00	416.69	1,388.97 %
7090 Office Supplies	5,571.87	2,378.64	3,193.23	134.25 %
7120 Professional Development	8,641.46	5,088.96	3,552.50	69.81 %
7150 Professional Fees	14,696.76	21,269.42	-6,572.66	-30.90 %
7170 Publications & Legal		74.70	-74.70	-100.00 %
7180 Security	400.00	654.75	-254.75	-38.91 %
7210 Telephone	5,605.62	4,063.62	1,542.00	37.95 %
7230 Uniforms & Apparel	1,578.21	1,050.64	527.57	50.21 %
7250 Utilities	35,202.56	28,058.51	7,144.05	25.46 %

Total Expenses	\$349,261.18	\$342,718.40	\$6,542.78	1.91 %
Net Operating Income	\$ -177,331.73	\$ -184,932.58	\$7,600.85	4.11 %
Other Income				
8040 TVRPD Development Fee Revenues	21,370.00	25,644.00	-4,274.00	-16.67 %
Total Other Income	\$21,370.00	\$25,644.00	\$ -4,274.00	-16.67 %
Other Expenses				
8505 Quimby Expense		4,080.00	-4,080.00	-100.00 %
Total Other Expenses	\$0.00	\$4,080.00	\$ -4,080.00	-100.00 %
Net Other Income	\$21,370.00	\$21,564.00	\$ -194.00	-0.90 %
Net Income	\$ -155,961.73	\$ -163,368.58	\$7,406.85	4.53 %

Wednesday, Nov 12, 2014 06:18:42 AM PST GMT-8 - Accrual Basis

Tehachapi Valley Recreation and Park District

STATEMENT OF CASH FLOWS

July - October, 2014

	TOTAL
OPERATING ACTIVITIES	
Net Income	-155,961.73
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	5,478.67
1070 Prepaid Expenses	-4,872.60
1092 Credit Card Receivables	585.00
2000 Accounts Payable	46,354.48
2010 Cardmember Services Payable	-2,369.37
2012 Home 4 Less Payable	148.90
2014 Home Depot Payable	538.30
2021 Accrued Salaries & Wages	4,575.58
2022 Accrued Employer PR Taxes	-33.14
2099 Deferred Revenue	-1,211.60
2207 Sales tax payable	-1,270.89
2208 Kern County Loan Payable	394,776.49
2211 Payroll Liabilities:CalPERS Payable	781.02
2231 Payroll Liabilities:Health Plan Payable	2,225.10
2250 Payroll Liabilities:Payroll Tax Liabilities	-1,178.99
Net cash provided by operating activities	\$288,565.22
INVESTING ACTIVITIES	
1162 Improvements	-930.00
1163 Equipment	-168,929.80
Fleet Vehicles and Equipment	-21,233.30
Net cash provided by investing activities	\$ -191,093.10
Net cash increase for period	\$97,472.12
Cash at beginning of period	952,231.88
Cash at end of period	\$1,049,704.00

Wednesday, Nov 12, 2014 06:19:30 AM PST GMT-8

Tehachapi Valley Recreation and Park District

BUDGET VS. ACTUALS: FY2014-2015 BUDGET - FY15 P&L

July - October, 2014

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
4010 Property Taxes	88,816.55	250,916.00	162,099.45	64.60 %
4020 Interest Income	1,246.05	1,164.00	-82.05	-7.05 %
4030 Adult Program Revenues	15,171.34	9,352.00	-5,819.34	-62.23 %
4050 Facility Revenue	53,661.02	46,688.00	-6,973.02	-14.94 %
4200 Contracted Classes Revenues	8,478.44	14,188.00	5,709.56	40.24 %
4210 Events Revenues	16,952.87	12,580.00	-4,372.87	-34.76 %
4213 Sponsorship Revenues	900.00	13,332.00	12,432.00	93.25 %
4300 Youth Program Revenues	19,985.00	20,732.00	747.00	3.60 %
4610 Billable Expense Income	5,774.99	10,000.00	4,225.01	42.25 %
4650 Discounts given	-218.00	-168.00	50.00	-29.76 %
4704 Sales	1,352.25	1,560.00	207.75	13.32 %
4750 Commission Income	19.40	0.00	-19.40	
Total Income	\$212,139.91	\$380,344.00	\$168,204.09	44.22 %
Cost of Goods Sold				
5001 Adult Program Costs	1,812.13	900.00	-912.13	-101.35 %
5004 Contracted Classes Costs	12,875.68	8,500.00	-4,375.68	-51.48 %
5005 Events Costs	24,551.98	14,932.00	-9,619.98	-64.43 %
5008 Youth Program Costs	666.56	6,164.00	5,497.44	89.19 %
5704 Purchases for Resale	304.11	1,096.00	791.89	72.25 %
Total Cost of Goods Sold	\$40,210.46	\$31,592.00	\$ -8,618.46	-27.28 %
Gross Profit	\$171,929.45	\$348,752.00	\$176,822.55	50.70 %
Expenses				
6000 Employee Costs	231,356.88	225,960.00	-5,396.88	-2.39 %
7010 Advertising & Marketing	3,723.00	5,000.00	1,277.00	25.54 %
7020 Bank Service Charges	2,753.72	2,332.00	-421.72	-18.08 %
7025 Cash Short/Over	-0.05	0.00	0.05	
7026 Charitable Contribution	1,878.00	1,000.00	-878.00	-87.80 %
7030 Dues & Subscriptions	5,103.00	1,664.00	-3,439.00	-206.67 %
7035 Equipment Rents & Leases	1,725.21	1,832.00	106.79	5.83 %
7050 Insurance	5,565.56	6,764.00	1,198.44	17.72 %
7056 Interest Expense		100.00	100.00	100.00 %
7060 Licenses & Fees	1,789.83	1,332.00	-457.83	-34.37 %
7070 Maintenance	22,169.96	26,820.00	4,650.04	17.34 %
7080 Master Plan Expenses	1,052.90		-1,052.90	
7084 Meals & Entertainment	446.69	332.00	-114.69	-34.55 %
7090 Office Supplies	5,571.87	4,664.00	-907.87	-19.47 %
7120 Professional Development	8,641.46	4,000.00	-4,641.46	-116.04 %
7150 Professional Fees	14,696.76	20,028.00	5,331.24	26.62 %
7160 Property Tax Collection Fee		2,832.00	2,832.00	100.00 %
7170 Publications & Legal		164.00	164.00	100.00 %
7180 Security	400.00	500.00	100.00	20.00 %

7210 Telephone	5,605.62	4,664.00	-941.62	-20.19 %
7230 Uniforms & Apparel	1,578.21	1,664.00	85.79	5.16 %
7250 Utilities	35,202.56	30,428.00	-4,774.56	-15.69 %
Total Expenses	\$349,261.18	\$342,080.00	\$ -7,181.18	-2.10 %
Net Operating Income	\$ -177,331.73	\$6,672.00	\$184,003.73	2,757.85 %
Other Income				
8040 TVRPD Development Fee Revenues	21,370.00		-21,370.00	
Total Other Income	\$21,370.00	\$0.00	\$ -21,370.00	0.00%
Net Other Income	\$21,370.00	\$0.00	\$ -21,370.00	0.00%
Net Income	\$ -155,961.73	\$6,672.00	\$162,633.73	2,437.56 %

Wednesday, Nov 12, 2014 06:14:02 AM PST GMT-8 - Accrual Basis



Tehachapi Valley

Recreation & Park District

MEADOWBROOK PUMP TRACK PROPERTY LICENSE AND MAINTENANCE AGREEMENT

THIS MEADOWBROOK PUMP TRACK PROPERTY LICENSE AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____ 2014 (the "Effective Date") by and between the **TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**, a political subdivision of the State of California ("District"), and **TEHACHAPI MOUNTAIN TRAILS ASSOCIATION**, a California corporation ("TMTA"). District and TMTA are referred to herein singularly as a party and collectively as parties.

RECITALS

Whereas, District is the owner of certain real property consisting of approximately eight and thirteen hundredths assessed acres (8.13 assessed acs.), identified as Kern County Assessors' Parcel No. 468-010-06, commonly known as Meadowbrook Park located within the City of Tehachapi, County of Kern, State of California and as further depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Park");

Whereas, TMTA, as a means of facilitating the development of biking skills among youth and to benefit the community, desires to construct and maintain a bicycle pump track in the northern portion of the Park as depicted in Exhibit "A" (the "Licensed Property"), pursuant to the terms and conditions of this Agreement; and,

Whereas, this Agreement shall provide for the licensing of the Licensed Property to TMTA and TMTA's obligations to construct and maintain the bicycle pump track on the Licensed Property;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which the parties expressly agree as follows:

AGREEMENT

- 1) **The Licensed Property.** District hereby grants a license to TMTA, and TMTA hereby accepts said license from District, for the use of the Licensed Property for the term of this Agreement (as defined in Section 2) on a nonexclusive basis and for the sole purpose described in Section 3. District hereby grants to TMTA a non-exclusive, incidental rights in and to the Park to access the Licensed Property, but only in the same manner as that in which the Licensed Property is being accessed on the date hereof as depicted in Exhibit "A" and subject to Section 5. The rights of TMTA to the Park are limited only and solely to the Licensed Property and related rights of access thereto and therefrom as set forth herein.

- 2) **Term.** Unless earlier terminated pursuant to Section 14, the term of this Agreement shall commence on the Effective Date and shall continue until midnight, Pacific Time, on December 31, 2019, and thereafter shall automatically renew for successive one (1) year terms, unless either party provides written notice of no less than ninety (90) days prior to the expiration of the applicable current term of this Agreement.
- 3) **Use; Condition of Licensed Property.**
- 3.1. Permitted Use. Subject to Section 8, the Licensed Property shall be used by TMTA solely for the construction of and maintenance of a bicycle pump track. Once constructed, the bicycle pump track shall be open to the public during the term subject to the policies and procedures of the District.
- 3.2. Prohibited Use. TMTA shall not do or permit anything to be done in or about the Licensed Property or bring or keep anything therein which shall in any way affect fire or other insurance related to the Licensed Property or any of its contents, or which shall in any way conflict with any law, statute, code, ordinance, rule or regulation which has been, is or may hereafter be enacted or promulgated by any Federal, California or local governmental, quasi-governmental or public authority, agency or instrumentality (collectively, "Laws").
- 4) **Acceptance of the Licensed Property.** TMTA has examined the Licensed Property and surrounding area and hereby accepts it in its "as is"/"with all faults" condition. District, or its officers, agents or employees have made no representations or warranties, express or implied, as to the condition of the Licensed Property. District shall have no liability to TMTA for any damage or injury caused by the condition of the Licensed Property.
- 5) **Construction, Maintenance and Repair Obligations.** TMTA agrees to perform the following, at its sole cost and expense without right of reimbursement from District (collectively the "Work"):
- a) Constructing a bicycle pump track on the Licensed Property as approved in writing by District in the District's sole and absolute discretion;
 - b) Conducting weekly site visits to document the condition of the Licensed Property noting any needed maintenance or repairs of the bicycle pump track, and to pick up trash and perform other tasks necessary for the Licensed Property to be maintained in a good and safe operating condition at all times during the term of this Agreement. A record of such visits will be kept and provided to District monthly following TMTA regular Board of Director meetings;
 - c) Promptly maintaining and repairing the Licensed Property including, without limitation, the bicycle pump track surface, signage, entrances, bollards, and erosion control measures to keep it in a clean, safe and orderly condition at all times during the term of this Agreement. Notwithstanding the foregoing, the parties agree that TMTA will have no responsibility for the vegetation (unless damaged by TMTA) or removing graffiti. Graffiti will be removed by District, at its sole cost and expense without right of reimbursement from TMTA;
 - d) Scheduling and organizing at least two (2) work parties per year to refurbish and modify the bicycle pump track and related improvements on the Licensed Property as needed to maintain the bicycle pump track in a good and safe operating condition. All volunteers are deemed volunteers of TMTA for supervision and liability purposes. TMTA shall require that TMTA volunteers sign a liability release. In addition, District may require, in its sole and absolute discretion that TMTA volunteers complete District liability releases or other required documentation by District; and,

- c) Designating a volunteer trail steward to oversee and coordinate maintenance and repairs of the Licensed Property (the "TMTA Director"). The TMTA Director will serve as the trail steward if no other volunteer is assigned by TMTA.

The Work shall be conducted by TMTA in a first class professional manner with the highest and best work and safety standards and practices in Kern County, California. TMTA shall give District prompt oral and written notice of any condition, disturbance, accident or occurrence at the Licensed Property related to their use or occupancy of the Licensed Property which might create a hazard to users of the Licensed Property or the Park. No vehicles will be brought into the Park or on the Licensed Property by TMTA without the consent of District's Manager exercised in his sole and absolute discretion. Upon obtaining written consent from District, TMTA shall repair, at its sole cost and expense without right of reimbursement from District, any damage to District property, including without limitation the Park or the Licensed Property, caused by the Work and/or TMTA's entry of the Park or the Licensed Property.

6) No Utilities; Licensee's Operations.

6.1. No Utilities. The parties acknowledge, understand and agree that TMTA has no need for, is not requesting or requiring, and shall not be using, any utility or other services of any nature or description upon the Licensed Property, including, but not limited to, water and electricity.

6.2. Licensee's Operations. TMTA shall at its own risk and at its own cost and expense, provide and promptly pay for all equipment, labor, materials and services of whatsoever kind or nature being or to be used for any and all uses of the Licensed Property and District shall not be liable for any part thereof. TMTA shall cause its operations and all of such all equipment, labor, materials and services and the uses thereof to comply with all applicable Laws.

7) **Taxes and Assessments.** All county real property taxes levied against the Licensed Property at the inception date of this License and assessed or falling due during the term shall be paid by District. TMTA shall pay prior to delinquency all taxes, rates, charges or assessments of every nature whatsoever levied or assessed during the term of this Agreement on or against TMTA's personal property, equipment, and improvements located on the Licensed Property and/or on or against the business, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by TMTA of the Licensed Property or any portion thereof.

8) **Improvements.** TMTA shall not construct, install or make any repairs to any improvements to the Licensed Property, including, but not limited to, constructing the bicycle pump track, without the express written consent of District exercised in District's sole and absolute discretion. Any such improvements made to the Licensed Property shall become the property of District, at no cost to District, or District may elect to have TMTA remove same at TMTA's sole cost and expense, without right of reimbursement from District. Prior to receiving written consent from District to proceed with any improvements, TMTA shall provide District in writing with appropriate scope of work, drawings, permits, estimates and timeline for completion for each improvement and/or project.

9) **Project Manager.** TMTA shall coordinate all work on the Licensed Property with District Manager, *Matt Young, Tehachapi Valley Recreation and Park District*, who may be reached at (661) 822-3228. TMTA has designated Bryan Rails, *calrider76@gmail.com*, as the Trail Steward. Other than site inspections and trash and routine cleanup of the Licensed Property, TMTA will provide District Manager at least two (2) business days' written notice prior to the commencement of any of the

Work. When work parties of five (5) or more people are expected, TMTA will give at least one (1) week advance written notice to District.

- 10) Indemnification.** TMTA shall indemnify, defend and hold harmless District, their officers, directors, agents and employees from any and all liability, damages, expenses, attorneys fees, causes of action, suits, claims or judgments, arising out of or connected with (i) TMTA's entry or use of the Licensed Property or the Park; (ii) the Work; (iii) any failure of TMTA to comply with the terms and conditions of this Agreement; and, (iv) the acts or omissions of TMTA, its officers, directors, agents and employees or invitees; provided, however, the TMTA shall not be liable for claims to the extent caused by the sole negligence of District, its officers, directors, agents and employees.

District, its officers, directors, agents and employees shall not be liable for any damage to equipment or any other property of TMTA or to any person in or upon the Licensed Property or the Park including, without limitation, to damage by fire, explosion, electricity, flooding, vandalism, water or rain, or any other cause whatsoever except to the extent caused by the negligence of District, its officers, directors, agents and employees.

District or its officers, directors, agents and employees shall not be liable for any latent defect at the Licensed Property.

- 11) Insurance.** TMTA shall maintain public liability and property damage insurance that protects TMTA and District and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the Work under this Agreement. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds District and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured on the policy.

The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the District Manager. If the insurance is canceled or terminated prior to completion of the Agreement, the TMTA shall provide a new policy with the same terms. The TMTA shall maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motorized vehicles by the TMTA.

TMTA shall maintain on file with the District Manager a certificate of insurance certifying the coverage required under this Agreement. The adequacy of the insurance shall be subject to the approval of the District's Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by District.

TMTA shall cause its insurers under the insurance policies required under this Section 11 to waive for the benefit of District the following: (i) any right of recovery which the insurer may have or acquire against District for payments made or to be made under such policies; and, (ii) any lien or right of subrogation which the insurer may have or acquire for payments made or to be made to any person or entity who asserts a claim against District.

TMTA and its agents or anyone else performing the Work under this Agreement shall comply with California's workers compensation law, that requires subject employers to provide workers' compensation coverage for all their subject workers. The TMTA shall maintain workers' compensation insurance coverage for the duration of this Agreement.

TMTA shall require all contractors or subcontractors working pursuant to this Agreement to meet the same indemnification and insurance requirements that are required of TMTA. All required Certificates of Insurance are attached to this Agreement.

12) Hazardous Materials. No materials shall be stored, used, manufactured or disposed of within the Licensed Property, the Park, or the surrounding District property, ~~except in compliance with all Laws,~~ provided that in no case may there be stored, used, manufactured or ~~disposed of~~ within the Park or surrounding District property any hazardous substances, as defined by ~~and implementing~~ regulations of the California Environmental Protection Agency (CalEPA) or which constitute a public health hazard, as defined by rules of the California Department of Public Health, and no condition shall be allowed within the Licensed Property, the Park, or surrounding District property which constitutes a health hazard, as defined by the rules of the California Department of Public Health.

13) Compliance with Laws. In connection with its activities under this Agreement, TMTA shall comply with all Laws. TMTA shall correct at TMTA's own expense ~~any~~ failure of compliance created by the fault or use of TMTA or their agents, employees or invitees. TMTA is responsible for determining and acquiring all other Agreements, licenses and approvals that ~~may~~ be required for the Work. This Agreement does not bind District to take any particular course of action in regard to adjudicating other Agreement applications which are necessary for the Work or the intend used of the Licensed Property.

14) Default; Remedies.

14.1. Generally. In addition to other events of default as provided herein, the occurrence of any of the following shall also constitute a default hereunder by TMTA if the failure to perform is not cured within ten (10) days after notice has been given to Licensee:

- a. willfully or negligently causing or permitting damage to, waste of, vandalism of, or destruction of, the Licensed Property or willfully breaching any provision of this Agreement; or,
- b. failure to fully and timely perform any provision of this Agreement.

14.2. District's Remedies on Default. If TMTA fails to cure a default within the time provided in this Section 14 and in addition to any other remedies it may have under the applicable Laws, District shall have the right to immediately terminate this Agreement and also TMTA's rights to the Licensed Property by giving notice of termination to TMTA.

14.3. Remedies Cumulative. No right or remedy herein conferred upon or reserved to District is intended to be exclusive of any other right or remedy herein or by applicable Laws, provided that each will be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity.

15) Notice. All notices under this Agreement shall be in writing and shall be deemed validly given if sent by first class or certified mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. Notices should be addressed as follows:

To DISTRICT: Tehachapi Valley Recreation and Park District
District Manager
490 West D Street
Tehachapi, CA 93561

To TMTA: Tehachapi Mountain Trails Association
Attn: Bryan Rails

- 16) District inspections and repairs.** District and its agents, employees, independent contractors and representatives reserve the right, at all times during the term of this Agreement, to enter the Licensed Property for any purpose, including inspection or making emergency repairs. District inspections are for the sole benefit of District and do not constitute or imply acceptance of any of the Work as conforming with the requirements of this Agreement. The presence or absence of a District inspector or the making or not making of emergency repairs does not relieve TMTA from any liability or requirement of this Agreement. The inspector is not authorized to change any term or requirement of this Agreement without the written authorization of the District Manager.
- 17) California Law and Forum.** This Agreement shall be construed, enforced, governed by, interpreted and performed pursuant to the internal laws of the State of California applicable to agreements, contracts and understandings made and to be performed in such state. The parties also agree that this Agreement is entered into and is to be performed in Kern County, California, and that the only proper venue for any litigation shall be the Kern County Superior Court, Metropolitan Division.
- 18) Attorneys' Fees.** In the event of any action at law or in equity between the parties to enforce or interpret this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred therein by such successful party and, if such successful party shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees and disbursements may be included in and as a part of such judgment. The successful party shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, then the successful party shall be determined by the court.
- 19) Waiver of Breach.** The waiver by District of the breach of any condition, covenant, or agreement herein contained to be kept, observed and performed by the TMTA shall in no way impair the right of District to avail itself of any subsequent breach thereof. No waiver is effective unless such waiver is in writing and signed by the waiving party.
- 20) Restoration upon Termination.** Upon the expiration of this Agreement or its early termination, TMTA shall restore the Licensed Property as provided for herein and shall cease all activities on the Licensed Property. Unless otherwise agreed or instructed by District pursuant to Section 8, TMTA agrees to remove all dirt imported for the bicycle pump track, and grade the site area flat. District will re-seed the lawn area where the bicycle pump track was after the dirt has been removed by TMTA. TMTA will be responsible for any damage to the park that occurs while importing or exporting dirt. Improvements authorized hereunder shall not remain on the Licensed Property or the Park without written authorization from District exercised in its sole and absolute discretion, which may be in the form of a written extension to this Agreement or a separate agreement between the

parties. Restoration shall be made to conditions equal to or better than those pre-existing the Work. District, at its sole and absolute discretion, may elect to complete necessary repairs or maintenance.

- 21) **No Liens.** TMTA shall keep the Licensed Property, the Park and any adjacent District property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of TMTA.
- 22) **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.
- 23) **Modification.** This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.
- 24) **Illegality.** If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal, or unenforceable provision.
- 25) **Assignability.** This Agreement is not assignable nor can it be sublicensed.
- 26) **Binding Effect.** Subject to Section 25, the provisions of this Agreement shall benefit and bind the heirs, successors, executors, administrators and assigns of all parties to this Agreement.
- 27) **Time.** Time is of the essence of this Agreement.
- 28) **Separate Counterparts; Facsimile and Electronic Format.** This Assignment 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.
- 29) **Effective Date.** This Agreement shall become effective as of the Effective Date upon its execution and delivery by all of the parties.

TEHACHAPI MOUNTAIN TRAILS ASSOCIATION ("TMTA")

Trent Theriault
President

Date

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT (the "District")

Matt J. Young
District Manager

Date

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

IN THE MATTER OF

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE AGREEMENT
BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND
TEHACHAPI MOUNTAIN TRAILS ASSOCIATION FOR MEADOWBROOK
PARK PUMP TRACK PROPERTY LICENSE AND MAINTENANCE
AGREEMENT**

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 November 2014 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. 17-14

Section 1. **WHEREAS:**

(a) Tehachapi Valley Recreation and Park District (the "District") has a statutory purpose of providing community recreation services to the residents of the City of Tehachapi. The District has the authorization to work with public and private entities to achieve that purpose;

(b) The District and Tehachapi Mountain Trails Association desire to enter into the agreement attached hereto as Exhibit "A" (TMTA Agreement)

Section 2. **NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Directors of the District, as follows:

1. This Board finds the facts mentioned above to be true and further finds that this Board has jurisdiction to consider, approve, and adopt the subject of this Resolution.
2. This Board does hereby approve the TMTA Agreement; and
3. This Board authorizes the District Manager to execute the Agreement on behalf of the District.

FEE EXEMPT, Government Code §6103

**RECORDING AND REQUESTED BY AND
WHEN RECORDED MAIL TO:**

TEHACHAPI VALLEY RECREATION
AND PARKS DISTRICT
PO BOX 373
TEHACHAPI, CA 93581-0373

Document Transfer Tax is \$ _____ GIFT _____

_____ Computed on the consideration or value of property conveyed; or
_____ Computed on the consideration or value less liens or encumbrances
_____ Remaining at time of sale.

By: _____

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT, does hereby **REMISE, RELEASE AND
FOREVER QUITCLAIM** to **GOLDEN HILLS COMMUNITY SERVICES DISTRICT** that real property in
the unincorporated area of the County of Kern, State of California, more particularly described at
Exhibit A attached hereto and made a part hereof.

IN WITNESS THEREOF, said District has caused its name and seal to be affixed hereto
and this instrument to be executed by its President and Secretary thereunto duly authorized.

DATED: _____, 2014

**TEHACHAPI VALLEY RECREATION AND
PARKS DISTRICT**

By: _____
GAYLE STEWART, Chairperson

By: _____
CARRIE CHAMPLIN, Clerk of the Board

EXHIBIT "A"
(T.V.R.P.D. TO G.H.C.S.D.)

ALL THAT PORTION OF THAT PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 16, 2003 AS DOCUMENT #0203272192 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER, COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL, THENCE ALONG THE WESTERTLY LINE THEREOF, NORTH 30°51'17" EAST, A DISTANCE OF 588.00 FEET.

THENCE SOUTH 28°26'48" WEST, A DISTANCE OF 573.37 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL.

THENCE ALONG LAST SAID LINE, SOUTH 88°43'19" WEST, A DISTANCE OF 28.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PORTION CONTAINS 7,083 SQUARE FEET/0.16 ACRES, MORE OR LESS.





Tehachapi Valley
Recreation & Park District

October 8, 2014

William Fisher, General Manager
Golden Hills Community Services District
P.O. Box 637
Tehachapi, CA 93561

RE: Quitclaim Deed

Dear Mr. Fisher:

The Tehachapi Valley Recreation and Park District accepts the property described in "Exhibit A", as the Golden Hills Community Services District wishes to quitclaim deed said property the Tehachapi Valley Recreation and Park District.

Please contact me if you require additional information or materials.

Respectfully,

Matt J. Young, M.S., CPRP
District Manager

P.O. BOX 373 - 490 WEST D STREET TEHACHAPI, CALIFORNIA 93561
www.tvrpd.org - OFFICE (661) 822-3228 - FAX (661) 823-8529

FEE EXEMPT, Government Code §6103

RECORDING AND REQUESTED BY AND
WHEN RECORDED MAIL TO:

GOLDEN HILLS COMMUNITY
SERVICES DISTRICT
PO BOX 637
TEHACHAPI, CA 93581-0637

COPY

Document Transfer Tax is \$ _____ GIFT _____
_____ Computed on the consideration or value of property conveyed; or
_____ Computed on the consideration or value less liens or encumbrances
Remaining at time of sale.

By: _____

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
GOLDEN HILLS COMMUNITY SERVICES DISTRICT, does hereby **REMISE, RELEASE AND
FOREVER QUITCLAIM** to **TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT** that real
property in the unincorporated area of the County of Kern, State of California, more particularly
described at Exhibit A attached hereto and made a part hereof.

IN WITNESS THEREOF, said District has caused its name and seal to be affixed hereto
and this instrument to be executed by its President and Secretary thereunto duly authorized.

DATED: 840-27-72, 2014

GOLDEN HILLS COMMUNITY SERVICES DISTRICT

By: Eldwin Kennedy
ELDWIN KENNEDY, President

By: Greg Ferrari
GREG FERRARI, Secretary

COPY

EXHIBIT "A"

(G.H.C.S.D. TO T.V.R.P.D.)

ALL THAT PORTION OF LOT 782, TRACT 3230 AS SHOWN ON MAP RECORDED IN BOOK 18 AT PAGE 80 OF MAPS IN THE OFFICE OF THE RECORDER, COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 782, THENCE ALONG THE SOUTH LINE THEREOF, NORTH 89°21'27" WEST, A DISTANCE OF 565.47 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED MAY 5, 1987 IN BOOK 6000 AT PAGE 2360 OF OFFICIAL RECORDS IN THE OFFICE OF SAID RECORDER, BEING THE POINT OF BEGINNING.

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 782, NORTH 89°21'27" WEST, A DISTANCE OF 43.13 FEET.

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°38'33" EAST, A DISTANCE OF 114.83 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 18, 2003 AS DOCUMENT #0203272192 OF OFFICIAL RECORDS IN THE OFFICE OF SAID RECORDER.

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°43'19" EAST, A DISTANCE OF 97.30 FEET TO THE SOUTHEASTERLY CORNER OF LAST SAID PARCEL.

THENCE ALONG THE WESTERLY LINE OF AFOREMENTIONED PARCEL RECORDED IN BOOK 6000 AT PAGE 2360 OF SAID OFFICIAL RECORDS, SOUTH 25°15'45" WEST, A DISTANCE OF 129.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PORTION CONTAINS 8,130 SQUARE FEET/0.19 ACRES, MORE OR LESS.



10-5-14

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Kern

On 10/27/14 before me, Brian G Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Eldwin Kennedy
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Brian G Barnett
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Quitclaim Deed

Document Date: 10/13/14 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Kern

On 10/27/14 before me, Brian G Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gregory Ferrari
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Brian G Barnett
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee	<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



COPY

3145 Reyes Street
P.O. Box 67
Tehachapi, CA 93581

Phone: 805.866.4111
Fax: 805.866.4111
www.gohills.org

October 13, 2014

GHCSO-14-WCF-041

Matt Young, District Manager
Tehachapi Valley Recreation and Parks District
PO Box 373
Tehachapi, CA, 93581-0373

Subject: Quitclaim Deed

Dear Mr. Young:

Golden Hills Community Services District (GHCSO) accepts the property described in "Exhibit A" as the Tehachapi Valley Recreation and Parks District wishes to quitclaim deed said property to the Golden Hills Community Services District.

Please contact me if you require additional information or materials.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Fisher", with a long horizontal flourish extending to the right.

William C. Fisher
General Manager

cc: GHCSO Board of Directors

COPY

N11°36'00"E 298.54'

LOT 782
TRACT 3230
M.B. 18, PG. 97

1404.59'

CONC. WALK
OVERLAPS
+/-3.5'

LIGHT
POLE
OVERLAP
+/-3.0'

CHAIN LINK
FENCE
OVERLAPS
+/-9.0'

LIGHT
POLE
OVERLAPS
+/-11.0'

PARCEL PER
DOC#203272192, O.R.
1.41 ACRES

PARCEL PER
PROPOSED
REALIGNMENT PER
QUITCLAIM DEEDS
PREPARED 8-10-14
9.56 ACRES

PARCEL PER
BOOK 6000,
PAGE 2360, O.R.
8.13 ACRES

STORAGE
BLDGS.

N89°21'27"W
608.60'

+/-3.5'

N00°40'05"E

N00°38'33"E
114.83'

N28°26'48"E
573.37'

N30°51'17"E 566.43'

CONC.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of _____

On _____ before me,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above:

Signature: _____

Signature of Notary Public

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of _____

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ Other: _____

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☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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

IN THE MATTER OF

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI
VALLEY RECREATION AND PARK DISTRICT AUTHORIZING THE
DISTRICT MANAGER TO EXECUTE THE RECIPROCAL QUITCLAIM
DEEDS BETWEEN TVRPD AND GHCSO, TO ESTABLISH NEW
BOUNDARIES FOR THE FREEDOM TRAIL AND MEADOWBROOK PARK.**

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 November 2014 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

RESOLUTION NO. 18-14

Section 1. WHEREAS :

- (a) In 1986 Golden Hills Community Hills Community Service District (GHCSO) deeded land to TVRPD , for Meadowbrook Park .
- (b) Recently it was determined, by survey that the Freedom Trail, developed by GHCSO, encroached on TVRPD's Meadowbrook Park property.

- (c) TVRPD and GHCSO wish to correct the encroachment and establish new boundaries for the Freedom Trail and Meadowbrook Park by reciprocal quitclaim deeds so that the entirety of the Freedom Trail is on GHSCD property and all Meadowbrook Park property is contiguous.

Section 2. NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the District as follows:

1. That the District Manager is authorized to execute, on behalf of the District, a quitclaim deed , in favor of GHCSO, transferring that portion of the Meadowbrook Park real property , currently occupied by the existing Freedom Trail, to GHCSO .
2. That the District Manager is authorized to accept, from GHCSO, a quitclaim deed of that portion of GHCSO real property , necessary to make the entirety of Meadowbrook Park contiguous.
3. That the exchange of property by TVRPD and GHCSO shall be at no cost to either District.