



Tehachapi Valley
Recreation & Park District

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

**REGULAR BOARD MEETING
TUESDAY, MAY 20, 2014, 5:30 P.M.**

BOARD OF DIRECTORS

GAYLE STEWART, CHAIRPERSON
PAULETTE RUSH, VICE-CHAIRPERSON
NICK CYR, DIRECTOR
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 April 15, 2014 (Pages 4-7)
- C. TVRPD Aquatic Manager Job Description, Resolution #6-14 (Pages 8-12)
- D. TVRPD Groundskeeper I/II, Resolution #7-14 (Pages 13-19)

- E. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2014 Mountain Festival, Resolution #8-14 (Pages 20-35)

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 April 2014 – Discussion/Approval (Pages 36-45)
- B. Approval for District Manager to Seek Bids for ADA Inspection Report
- C. Tehachapi Mountain Trails Association Pump Track Presentation by Trent Theriault and Bryan Rails
- D. Discussion/Approval to Purchase a Shade Structure from USASHADE for Philip Marx Park. Resolution #9-14(Pages 46-57)
- E. Discussion of Potential Purchase of Playcore Playground and Fitness Equipment for Meadowbrook Park and West Park (Pages 58-60)
- F. Discussion/Appointment of Meadowbrook Phase I Committee
- G. Discussion/Appointment of CIP Ad Hoc Committee

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 June 17, 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 May 20, 2014, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, May 16, 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 16th day of May 2014.

Dated this 16th day of May 2014.

Carrie Champlin

Carrie Champlin

Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561
TUESDAY APRIL 15, 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
Pat Osborn, Clifford and Brown Law
Darla Baker, Tehachapi News
LcAnn Williams, TVRPD Recreation Supervisor

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

2. ROLL CALL: Director Duhart 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; Rush ;Cyr; Mifflin

Noes: None. Motion carried.

Absent: Duhart

B. Approval of Minutes from the Regular Board Meeting held March 18, 2014.

Request by Clerk of the Board of Directors to approve the minutes from the March 18, 2014 Regular Board Meeting. BOARD APPROVES MINUTES.

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

Noes: None. Motion carried.

Absent: Duhart

5. MAINTENANCE FOREMAN REPORT

District Manager Young gave the report due to Mike Walsh being on vacation.

- West Park: Dugout repair.
- Brite Lake: Preparation for Fishing Derby event. Cable temporarily removed due to water level.
- Skate Park: Signs installed in accordance with TVRPD ordinance 01-10. Samantha Waldeck and friends helped with welding parts that needed repair and District Manager Young thanked them for their help and support of the facility.
- Conducted the quarterly safety meeting.

- Maintenance staff member David Borbon moved to Merced.
- Conducted interviews for the position of Maintenance Worker I/II. Position is slated to be filled by the end of April pending DOJ paperwork.

6. RECREATION SUPERVISOR REPORT

Recreation Supervisor LeAnn Williams gave the report.

- Fishing Derby: California Department of Fish and Game has stocked Brite Lake. Tacos Buenos will cook at the event. Albertson's donated the water, soda, and 150 pounds of meat for the event. Williams thanked Albertson's for supporting TVRPD. Relay for Life will have a booth at the event.
- Run with the Wind Under the Sun is the next event and will be held at Mountain Valley Glider Airport.
- Warrior Run: Added a Kids Color Run to the event. Registration cost will be \$5.00 per child.
- Movies in the Park & Music in the Park: All contracts signed.
- New Programs: Aqua Zumba & Deep Water Aerobics.
- Skate Park Fundraiser: Slated for October. Band Slightly Stupid to perform.
- Summer brochure and rack card presented to Board.
- Egg Hunt this Saturday April 19 at West Park.

7. DISTRICT MANAGER REPORT

District Manager Matt Young gave the report.

- District Manager Young thanked his staff for their hard work.
- FY 14/15 budget on track for July approval.
- Receiving bids for a sound stage at Central Park. The City of Tehachapi will donate \$25,000.00 to go towards the project.
- Researching installing a pay station at Brite Lake. Board members liked the idea.
- District Manager Young submitted a letter of support to Sacramento for the SB1086 Safe Neighborhood Bond Act.
- District Manager Young will attend the annual CPRS meeting in Sacramento on Friday.
- District Manager Young received the only full scholarship given in the state of California for the annual CARPD conference.

8. FINANCIAL REPORT

9. AGENDA ITEMS

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

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR MARCH, 2014.

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

Noes: None. Motion carried.

Absent: Duhart

B. Adoption of the Services and Support Agreement Between Tehachapi Valley Recreation and Park District and Tehachapi Parks Foundation, Resolution # 5-14.

BOARD APPROVES RESOLUTION #5-14 ADOPTING THE SERVICES AND SUPPORT AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND TEHACHAPI PARKS FOUNDATION.

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

Noes: None. Motion carried.

Absent: Duhart

C. Discussion of Tehachapi Valley Recreation and Park District Capital Improvement Plan.

District Manager Young is in the process of developing a five year CIP for the District.

District Manager Young would like to form a CIP Ad Hoc Committee at the next meeting.

D. Approving the Meadowbrook Park Conceptual Site Plan.

District Manager Young explained that the information gathered at the public forum held on March 26, 2014 is included in the plan. Director Cyr asked what changes were made to the plan. Young stated that a misting station and rock climbing area were added to the plan. The public voted for the theme of the park to be "Nature". The plan reduces the amount of turf by 22% which will lower the overall water usage. Vice-Chairperson Rush inquired about lighting at the site and suggested coin operated lighting at the basketball courts. Young also explained what will be included in the three development phases included within the plan.

Director Mifflin stated that he would like to see the addition of the mountain bike pump track to the plan. Young recommended that the Board approve the Meadowbrook Conceptual Site Plan.

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

Noes: None. Motion carried.

Absent: Duhart

E. Discussion of Meadowbrook Phase One Expenditures.

District Manager Young stated that phase one is approximately \$250,000.00 and the plan is to break ground on the phase one after the summer events conclude. Young stated that he would like to pursue a grant for the recycled tire crushed rubber surfacing to lower costs. Tehachapi Parks Foundation will also be involved. TPF Board member Zach Skow from Marley's Mutts is looking into a Beneful dog food grant to help with the cost of the dog park. Details will be discussed with the Ad Hoc committee. Director Cyr recommended that an irrigation plan be drawn up for the entire site before construction begins. Director Cyr offered his help in developing an irrigation plan and suggested using Microsoft Project Scheduling. Director Cyr suggested coordinating and scheduling sub-contractors in a way that will result in as few "Move In Fees" as possible.

10. CLOSED SESSION: ADJOURNED TO CLOSED SESSION AT 6:36 P.M.

A. District Manager performance evaluation per GOVERNMENT CODE SECTION 54957 (b)(1).

Reconvened from closed session at 7:34 P.M.

Report on Closed Session: No action taken.

11. BOARD OF DIRECTORS TIME: None.

12. OTHER BUSINESS: None.

13. ADJOURNMENT

Having no further business the meeting was adjourned at 7:35 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on May 20, 2014.

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

Noes: None. Motion carried.

Absent: Duhart

Respectfully Submitted,

Carrie Champlin
Carrie Champlin, Clerk of the Board

DRAFT



Tehachapi Valley

Recreation & Park District

AQUATIC MANAGER JOB DESCRIPTION

POSITION: AQUATIC MANAGER
REPORTS TO: RECREATION SUPERVISOR
SUPERVISES: POOL STAFF

CATEGORY: SEASONAL
FLSA STATUS: NON-EXEMPT

POSITION SUMMARY

Under the direct supervision of the Recreation Supervisor, The Aquatic Manager supervises and evaluates TVRPD aquatic staff and ensures the safety and satisfaction of Dye Natatorium patrons and/or participants by enforcing the policies and procedures of the Tehachapi Valley Recreation and Park District.

ESSENTIAL JOB FUNCTIONS

- Supervise the work of subordinate aquatic staff, safeguarding patrons and other persons using the swimming pool or facilities.
- Supervise the enforcement of rules and regulations relating to pool and fitness activities.
- Develop and maintain ongoing, in-service training for, Lifeguards, Water Safety Instructors, and Aquatic Fitness Instructors.
- Maintain, analyze and submit pertinent records in respect to daily user counts, sanitary water conditions (chlorine and pH readings) and pool decks, back-washing, incidents; rescues and assists, emergency equipment and first aid supplies.
- Resolve and report difficult situations that arise between the lifeguards and patrons and takes appropriate action to resolve the complaints and maintain good patron relations.
- Assist with staff recruitment, hiring, and performance evaluation processes.
- Assist with When2Work scheduling.
- Assist with the maintenance of pool pumps, filtration, and chemical feed systems.
- Reports the following to the Maintenance Foreman, or designated staff person:
 - Insufficient pool chemistry
 - Presence of animals, vermin or insects
 - Need for cleaning supplies or equipment repair in advance
 - Water leaks, and other maintenance needs
 - All other health and safety hazards noticed
- Assist with the development and revision of pool policies, procedures, and forms.
- Promote a cohesive aquatic team and positive work environment
- Participates in emergency drills and environmental safety activities, as requested.
- Attends and participates in District safety and in-service trainings.
- Performs other duties assigned.

The above statements are intended to describe the general nature and level of work performed by a person in this position. They are not to be construed as an exhaustive list of all duties that may be performed in such a position.

QUALIFICATIONS

Knowledge of:

- Principles, practices and application of lifesaving and first aid techniques.
- Essential functions of a head lifeguard and/or pool manager.

- Swimming pool operations, including sanitation, maintenance, safety, and public relations.
- General rules and regulations pertaining to pool use.

Ability to:

- Adhere to TVRPD core values and principles.
- Perform a broad range of supervisory responsibilities over others.
- Work independently within the established policies and procedures of the department.
- Enforce pool rules and regulations.
- Maintain a safe and secure environment at all times
- Recognize and mitigate potential hazards and risks.
- Act quickly and calmly in emergencies.
- Maintain accurate records and spreadsheets.
- Work cooperatively with diverse populations.
- Provide outstanding customer service.
- Present a positive image of the organization to members of the community.

Minimum Qualifications

- Two (2) years lifeguarding experience, with evidence of substantial head lifeguard or equivalent aquatic leadership role and/or previous pool management experience.
- American Red Cross Lifeguard and Professional Rescuer or equivalent.
- Demonstrated leadership qualities.
- Experience working with diverse populations
- Strong interpersonal and communication skills
- Evidence of superior seamless customer service, integrity, and commitment to innovation, efficiency, and fiscally responsible activity.

Preferred Qualifications

- Certification as an American Red Cross Lifeguard Instructor.
- Certification as an American Red Cross Water Safety Instructor.
- Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification.

PHYSICAL DEMANDS & WORKING CONDITIONS

- Ability to lift 55 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
 - Indoor pool environment; and
 - Outdoor environmental conditions
- Required to work nights, weekends, holidays, and multiple shifts when needed.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Possible exposure to communicable diseases.

COMPENSATION

\$13.00 - \$14.00 per/hour DOE.

Employment offer contingent DOJ background check, including fingerprinting.

ORGANIZATIONAL RELATIONSHIP



CLASS HISTORY:

Adopted: 4/21/2014

Revised:

Title Change:

Update:

Abolished:

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

IN THE MATTER OF

JOB DESCRIPTION FOR AQUATIC MANAGER

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 20th day of May 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. 6-14

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE JOB DESCRIPTION FOR
THE POSITION OF AQUATIC MANAGER**

WHEREAS, the Tehachapi Valley Recreation and Park District (TVRPD) has established in its organizational structure that the position of Aquatic Manager is necessary for the functioning of the department; and

WHEREAS, a job description is needed for the position; and

WHEREAS, a job description has been developed and reviewed by counsel; and

WHEREAS, the board desires to adopt said job description.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve a job description for the position of Aquatic Manager.



Tehachapi Valley

Recreation & Park District

GROUNDSKEEPER I/II

POSITION: GROUNDSKEEPER I/II
REPORTS TO: MAINTENANCE FOREMAN

CATEGORY: FULL TIME OR SEASONAL
FLSA STATUS: NON-EXEMPT

POSITION SUMMARY

Under the general supervision of the Maintenance Foreman, the Groundskeeper performs a variety of semi-skilled and/or skilled tasks related to landscape and grounds maintenance for District parks, lands, athletic fields, green spaces, and facilities, including gardening, irrigation, mowing, landscaping, spraying, tree trimming, and equipment operation. Performs other duties as assigned. The Groundskeeper series provides two levels ranging from training level (I) to journey level (II).

DISTINGUISHING CHARACTERISTICS

Groundskeeper I – This is the entry level class in the Groundskeeper series. Positions in this class usually perform most of the duties required of the Groundkeeper II but are not expected to function at the same skill level and usually exercise less independent direction and judgment on matters related to work procedures and methods.

Groundskeeper II – This is an advanced employment class in the Groundskeeper series. Positions within this class are normally filled by advancement from the Groundskeeper I class, or when filled from the outside, require previous Groundskeeper experience. Groundskeeper II requires a full range of experience and knowledge in the construction and maintenance of parks, public facilities, or comparable facilities, knowledge of horticulture principles and practices including installing and maintenance of landscaping, mixing and application of pesticides and herbicides, irrigation systems, and/or arboricultural principles and practices. Appointment at the level II series requires the employee be performing substantially the full range of duties for the class and meet the qualification standards for the class.

All positions assigned to the class require the ability to work independently exercising judgment and initiative. Duties will normally require the ability to operate a full range of mechanical equipment and tools related to the specific assignment.

SUPERVISION RECEIVED

Groundskeeper I – Receives immediate supervision from higher level staff progressing to general supervision over time with training and demonstrated work performance.

Groundskeeper II – Receives general supervision from higher level staff. Technical and/or functional supervision is provided by the Maintenance Foreman.

SUPERVISION EXERCISED

Groundskeeper I – Generally no direct supervision. May provide technical or informational guidance on a project basis to seasonal and other staff.

Groundskeeper II – Task assignments may require that the level II position provides technical supervision to Groundskeeper I personnel, seasonal workers within the District, and occasionally may provide supervision to volunteer workers as assigned.

ESSENTIAL FUNCTIONS

Functions may include, but are not limited to, the following:

- Provides positive public relations, customer information and assistance.
- Leads and/or works with a crew in general ground maintenance and the operation of routine and complex equipment in conformance with established professional practices and safe working methods.
- Irrigates, mows, weeds, trims, aerates, renovates and fertilizes lawns.
- Plants, irrigates, fertilizes and maintains landscaped areas consisting of bushes, trees, flowers and shrubs.
- Trims, and prunes bushes, trees and shrubs; stake trees as necessary.
- Rakes leaves and clears debris from walkways, fields, courts, and other facilities.
- Picks up litter and debris; empty trash receptacles.
- Responds to complaints regarding functional areas such as tree conditions, ball field conditions, irrigation problems, park, building and lighting, water leaks, park facilities issues; evaluates situation; explains findings to Maintenance Foreman.
- Maintains a variety of records relating to inspections, maintenance activity, materials supply, inventory, etc.
- Inspects and/or repairs play equipment at frequent intervals to insure that all aspects of the equipment are safe, according to *Playground Safety Guidelines* and functioning properly.
- Performs minor maintenance and repairs park benches, tables, fences, signs, water features, lighting and related structures.
- Safely operates vehicles and landscape equipment including blowers, weed eaters, trimmers, edgers, chain saws, mowers, and power washers around the public in the performance of routine and skilled labor.
- Routinely cleans and maintains tools and equipment; performs minor equipment repairs and reports the need for major repairs; checks and adjusts fluid levels; greases and lubricates moving parts as required; handles and transports fuel for equipment; identifies equipment needs for each assigned project.
- Performs all duties in conformance to appropriate safety and security standards.
- Performs required labor involved in construction and maintenance projects as part of an irrigation crew, including trenching, laying pipe, and backfilling.
- Maintains athletic fields including original layouts such as installation and leveling of surfaces; base positioning and installation; layout of all fields.
- Applies various pesticides, herbicides, fungicides and other related chemicals in park and recreation areas in accordance with required safety and application procedures and/or standards; sets and monitors rodent traps.
- Reports the following to the Maintenance Foreman, or designated staff person:
 - Any violation of TVRPD ordinances, rules and regulations involving injuries/accidents, property damages, theft, repeated violations or incidents requiring law enforcement and/or emergency medical service response.
 - All other health and safety hazards noticed.
- Participates in emergency drills and environmental safety activities, as requested.
- Attends and participates in District safety and in-service trainings.
- Performs other duties as assigned.

QUALIFICATIONS

Core Competencies and Skill Sets

- Knowledge of equipment, facilities, materials, methods and procedures used in landscape maintenance, construction and repair activities including: hazards associated with the work and proper safety precautions; traffic laws, ordinances and rules involved in maintenance and heavy equipment operations; purposes and uses of a variety of vehicles, equipment, power tools and hand tools including rider and push mowers, blowers, trimmers, weed eaters, power washers, tractors, backhoes, and equipment trailers; properties of athletic field materials, landscape chemicals and fertilizers, and a variety of other materials used in landscape work; equipment, methods, and materials used in the installations, repair, maintenance and cleaning of District lands, parks and facilities, preparation and operation of irrigation systems.
- Ability to perform semi-skilled and skilled landscape maintenance, construction, and repair work in the area of work assigned; perform heavy manual tasks in the absence of close supervision.
- Ability to learn and comprehend information from Procedure Manuals and established safety principles and practices.
- Ability to read and interpret basic maps, plans and diagrams; understand and carry out written and oral instructions.
- Ability to establish and maintain effective working relationship with employees, volunteers and other organizational agents.
- Ability to interact with customers and co-workers in a positive and courteous manner.
- Ability to present a positive image of the organization to members of the community.
- Commitment to providing outstanding customer service.
- Effective oral and written communication skills commensurate with the responsibilities of the position are required.

Personal Attributes

- Minimum 18 years old.
- Communicate effectively.
- Adhere to TVRPD core values and principles.
- Self-motivated with ability to manage work with limited direct supervision.
- Exercise independent judgment and initiative with competent analytical and problem solving skills within established guidelines.
- Ability to operate effectively with park patrons; work in a flexible, adaptable, and resilient manner.
- Willingness to perform manual tasks requiring physical exertion.
- Demonstrate awareness and sensitivity to gender and diversity.
- Willingness to adapt and learn new skills/approaches.
- Understand, read, and follow instructions.

Education, Training, & Experience

- A. High school graduate or GED equivalent and,
- B. Any equivalent of education and experience

Licenses and Certificates

- Valid California Class C Drivers License along with a driving record acceptable to the District and the District's insurance carrier.
- First Aid/CPR certified or willness to obtain in three (3) months.

PHYSICAL DEMANDS & WORKING CONDITIONS

- Ability to lift 50 pounds.
- Perform work activities that include lifting, carrying, and moving objects; walking, sitting, stooping, kneeling, and climbing; reading and communicating with others in writing and orally.
- Work environments include:
 - Indoor office environment; and

- Outdoor environmental conditions regardless of weather conditions.
- Possess personal qualifications including emotional maturity, willingness to cooperate with various organizations, respect for children and adults from various cultures and backgrounds, flexibility, patience, good personal hygiene, and physical and mental health that do not interfere with responsibilities.
- Use of protective equipment per OSHA/CalOSHA regulations is required.
- Occasional exposure to dust, noise, and fumes, weather extremes and biological wastes.
- Required to work nights, weekends, holidays, and multiple shifts when needed.

ADDITIONAL INFORMATION

Employment is contingent on satisfactory DMV and DOJ background check, including fingerprinting.

Employees must complete three (3) months of satisfactory probation.

SALARY RANGE

Groundskeeper I \$10.00 – 12.99 Hourly

Groundskeeper II Commensurate with Experience

Comprehensive District health and retirement package. Twelve (12) paid holidays, accrued vacation and sick leave.

ORGANIZATIONAL RELATIONSHIP



CLASS HISTORY:

Adopted: 5/20/14

Revised:

Title Change:

Maintenance Update:
Abolished:

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

IN THE MATTER OF

JOB DESCRIPTION FOR GROUNDSKEEPER I/II

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 20th day of May 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. 7-14

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE JOB DESCRIPTION FOR
THE POSITION OF GROUNDSKEEPER I/II**

WHEREAS, the Tehachapi Valley Recreation and Park District (TVRPD) has established in its organizational structure that the position of Groundskeeper I/II is necessary for the functioning of the department; and

WHEREAS, a job description is needed for the position; and

WHEREAS, a job description has been developed and reviewed by counsel; and

WHEREAS, the board desires to adopt said job description.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve a job description for the position of Groundskeeper I/II.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 30th day of May, 2014, by and between the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, hereinafter referred to as "District," and the TEHACHAPI CHAMBER OF COMMERCE, hereinafter referred to as "Licensee,"

WITNESSETH:

WHEREAS, District is the owner of record of that certain property commonly referred to as "Central Park, including the "D" Street extension, as legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Licensee wishes to use the Premises to conduct the annual Tehachapi Mountain Festival (the "Mountain Festival"); and

WHEREAS, District is agreeable to granting Licensee a license to conduct the Mountain Festival at the Premises under the following terms and conditions.

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

1. **LICENSE.** District hereby grants to Licensee a revocable license and right to enter upon and have use of the Premises for the purpose of conducting the Mountain Festival. The parties understand and agree that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor. The parties agree that this instrument is merely for the purpose of allowing licensee to use the Premises for the purpose of conducting its annual Mountain Festival and such activities related and incidental thereto.

2. **TERM.** The term of this license shall be from **August 15, 2014 to August 18, 2014.**

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

3. FEE. A fee shall be charged by District to Licensee for the issuance of this license. The fee shall include a rental fee of **\$500.00** and any legal fees incurred by District, not to exceed **\$400.00**, for review of this License Agreement, insurance requirements and pertinent documents.

4. INSURANCE.

(A) Licensee shall purchase and maintain in force during the term of this license and any extensions thereof and for the location described herein comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence with the following coverages and extensions of coverage:

- (1) Bodily injury, including death resulting therefrom, and property damage liability;
- (2) Bodily injury including death resulting therefrom, and property damage arising out of operations performed for Licensee by independent contractors;
- (3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Premises but arising out of the activities conducted under this agreement.
- (4) Non-owned automobile liability for on-Premises and off-Premises activity;
- (5) Coverage for all loading or unloading of vehicles on-Premises and off-Premises to the extent that said off-Premises loading is related to the activities to be conducted under this license;
- (6) For bodily injury, including death resulting therefrom, and property damage for all employees, volunteers, or other persons performing services for the Licensee and to the spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;

- (7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify District as set forth in Article 5 herein;
- (8) Liquor legal liability and host liquor liability;
- (9) Hazard liability and completed operations hazard liability.
- (B) All insurance policies of Licensee shall include the District and all of its agents, officers, directors, employees, representatives, and District volunteers as additional insured.
- (C) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District.
- (D) Said insurance shall be primary coverage insurance and no insurance of District shall be called upon to contribute to a loss under the limits of Licensee's insurance.
- (E) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to District.
- (F) Licensee shall provide District on or before **July 5, 2014** with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of this Article 4. Licensee shall further provide District on or before **July 5, 2014**, with a facsimile of said insurance policy or policies.
- (G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than \$1,000,000 per occurrence covering their activities at the Mountain Festival. Policy must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide District with a certificate of insurance reflecting that the foregoing coverage is in full force and effect and endorsements to their insurance policies naming Tehachapi Valley Recreation and Park District, its Directors, Officers, Employees and Agents as additional insured and agreeing to notify

District at least 30 days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by District. District also retains the right to request a copy of any insurance policy including the declarations page and all exclusions and endorsements for review. All of the foregoing shall be subject to District's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Premises.

(H) In the event of cancellation of any of the insurance described herein, or any portion of said insurance, Licensee shall immediately cease all operations under this license and vacate the Premises. The District's Manager shall have the right to terminate all operations in the event Licensee fails or refuses to do so.

5. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the District, its officers, agents, directors, and employees, from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this agreement, Licensee's use of the Premises, or occasioned by the performance or attempted performance of the Licensee including but not limited to any act or omission to act on the part of Licensee or its agents, employees, volunteers, or contractors.

6. OBLIGATIONS OF LICENSEE. In addition to all other requirements set forth in this agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall:

(A) Provide sufficient security personnel at the Premises and the areas immediately adjacent to the Premises throughout the term of this Agreement and to the satisfaction of the District's Manager. Said security personnel shall be adequate to police the activities of all participants in and visitors to Licensee's activities at the Premises and the areas immediately adjacent thereto during the term of this agreement;

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions,

and provide crowd control in the manner and to the satisfaction of the District's Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of the public;

(C) Provide all necessary sanitary facilities to accommodate the expected crowds throughout the term of this agreement and provide adequate medical facilities including, but not limited to, an ambulance and first aid facilities throughout the term of this agreement;

(D) Obtain all licenses, permits, and other authorizations required by applicable agencies, promptly pay and discharge all lawful taxes and assessments which may be levied by any federal, state, county or other tax levying body or any taxable interest of Licensee as well as all taxes and assessments on taxable personal property of whatever nature owned by Licensee and located on the Premises, and promptly pay all excise, license, sales, and permit fees of whatever nature applicable to the operation of Licensee's business;

(E) Ensure that adequate and proper access for operators, concessionaires, visitors, participants, and emergency vehicles to the Premises be provided and maintained at all times during the term of this agreement. Further, Licensee shall set aside, identify by appropriate signage, and keep clear for use a passenger loading area at the Premises equal in length to at least two regulation automobile parking spaces situated side-by-side to be used exclusively for the loading and unloading of persons with restricted mobility including the handicapped, elderly, and infirm; and

(F) Be responsible for and perform all repair and maintenance of all areas of the Premises impacted Licensee's activities, including without limitation the mitigation of soil compaction and irrigation, plumbing, electrical and /or structural repairs under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the

condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and completed pursuant to the requirements of Article 10 set forth hereinafter.

(G) List and promote the Tehachapi Valley Recreation and Park District as a partnering agency and presenting sponsor of the Tehachapi Mountain Festival, to include the placement of the TVRPD logo in Tehachapi Mountain Festival multimedia media, marketing and advertising materials, banners, and digital and printed promotional items.

(H) Provide the District and/or its affiliate, the Tehachapi Parks Foundation with a predetermined vender site with in the Premises for the duration of the Term at no cost.

7. NO WARRANTIES. District makes no warranty or representations as to the condition of the Premises or its use for Licensee's purposes. District shall not be responsible for any loss of or damage to any of Licensee's property or the property of any participants or of any exhibitors, concessionaires, officials, security personnel, spectators, visitors, or other persons involved in any way in Licensee's activities.

8. ADVERTISING CONTENT AND PROMOTION. Licensee shall be solely responsible for promoting and advertising its events. Licensee, with the exception stated in Section 6(G), shall not refer to District's directors, officers, employees or volunteers in any advertising, in any manner whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

9. INCOME. Except as otherwise required herein, Licensee shall be exclusively responsible for all concession and admission fee arrangements. All income generated thereby shall be the exclusive property of Licensee.

10. CLEAN UP AND DAMAGES. Prior to event setup the District shall facilitate a facility walk through with Licensee representatives in effort to identify pre-existing damages and/or areas of

concern. On or before **July 5, 2014**, Licensee shall deposit with District the sum of **\$1,000.00** representing a cleaning and damage deposit. If, in the sole opinion of District, Licensee fails to perform its obligations set forth hereinafter concerning clean up and repair of damages, District may, at its sole option, perform such clean up and repairs and deduct the cost thereof from the cleaning deposit. To the extent that any portion of the cleaning deposit remains after such work, the remaining amount shall be returned to Licensee.

Clean up of the Premises shall be the responsibility of Licensee and shall be completed not later than **1:00 p.m. on Monday, August 18, 2014**. In the event significant damages and/or unsatisfactory clean up efforts are identified the District Manager will facilitate a pre-event walk through with Licensee representatives. Licensee shall cause to be repaired at its own expense any and all damage to the Premises which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Mountain Festival. Repairs shall be accomplished by Licensee no later than **August 31, 2014**, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by Licensee to clean up or to make such repairs required under this Section 10 in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, District, at its option, may perform clean up and make such repairs and deduct the cost thereof from the cleaning deposit to the extent that said deposit is sufficient to cover the costs, and if it is not, District may, at its sole option, charge Licensee the amount of said clean up and repairs in excess of the cleaning deposit.

11. **SAFETY.** Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Premises during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others

shall be expelled from the Premises and barred from reentry. It shall be the duty of Licensee to ensure that safety will be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the District's Manager or, in the Manager's absence, the highest official representative of District at the Premises is of the opinion that Licensee is not fulfilling its requirement hereunder, said Manager or other District personnel may stop any and all activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Premises.

12. NON-DISCRIMINATION. Licensee shall not discriminate against any person or class of person by reason of age, sex, race, color, creed, national origin, religion, ancestry, or disability in the use of the Premises including when administering all charges, admission fees and concession charges, which charges shall be administered on a fair, equal, and non-discriminatory basis to all persons. It shall be the sole responsibility of Licensee to administer all such fees and charges.

13. DISTRICT RULES. Licensee shall obey all rules and regulations promulgated by District and as amended from time to time. Said rules and regulations, (**TVRPD Ordinance NO. 01-10, Section 8**), are on file with the District Manager and Licensee hereby acknowledges that it has read those rules and regulations and shall comply therewith where applicable. Licensee shall further comply with any written directives of the District Manager or his designated representative during the term of the Agreement.

14. ORDERLY USE. Licensee's use of the Premises shall be orderly and peaceable and in strict compliance with and shall not be in violation of any applicable laws or ordinances.

15. TERMINATION. This license may be terminated by District or its Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any

concessionaire, participant, or other person or organization upon the occurrence of any of the following:

- (A) The default by Licensee in the performance of any of the terms of this Agreement as determined by District's Manager in his sole discretion;
- (B) The failure of Licensee to conduct its activities in a safe and orderly manner as determined by District's Manager in his sole discretion;
- (C) The failure of Licensee to expel or otherwise restrict from the Premises any person or persons acting in such a way as to compromise their safety or the safety of others;
- (D) The assignment of this license in whole or in part without the expressed written consent of District.

In the event District's Manager terminates this Agreement, neither District, its agents, officers, directors, or employees shall be responsible or liable to Licensee or any third party for any loss or inconvenience resulting therefrom and Licensee shall indemnify District against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives.

16. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING. Licensee shall not, in whole or in part, assign or delegate this Agreement or enter into a sublicense agreement. Licensee may allow concessionaires to enter the Premises for the performance of functions and services within the scope of Licensee's activities under this Agreement. To avoid uncontrolled vending of merchandise, only those concessionaires, exhibitors, and sales persons having the permission of Licensee will be allowed to sell to the public at the Premises. District reserves the right to assign, pledge, or hypothecate this license without the consent of Licensee should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of District.

17. WAIVER. The failure of District to take appropriate action or to declare this license terminated for default by Licensee in any one or more of the terms, covenants or conditions of this Agreement shall not be considered nor construed as a waiver by District of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

18. AMENDMENTS. No amendment to this Agreement shall become effective until set forth in writing executed by the authorized representatives of the parties hereto.

19. DISTRICT-LICENSEE RELATIONSHIP. Nothing in this Agreement shall be construed as establishing a partnership or joint venture relationship between District and Licensee nor shall Licensee for any purpose be considered an agent, officer or employee of District. This Agreement is intended by the parties to establish only a licensor-licensee relationship between said parties.

20. NOTICES. All notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, and addressed as follows: to District: Matt Young, District Manager, Tehachapi Valley Recreation and Park District, P. O. Box 373, Tehachapi, California 93581; to Ida Perkins, President, Tehachapi Chamber of Commerce, P. O. Box 401, Tehachapi, California 93581.

All notices not otherwise required to be in writing shall be deemed to have been fully given when communicated orally or otherwise to any person reasonably believed by the party giving notice to be a representative of the party receiving notice.

21. SURRENDER. Licensee covenants that on the last day of this Agreement or any extension of it, Licensee shall peaceably and quietly leave and surrender the Premises in as good a condition as received by Licensee, ordinary wear and tear excepted.

22. ARTICLE HEADINGS. The headings contained in each provision of this Agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

23. TIME OF ESSENCE. Concerning this Agreement and the performance of each and every provision contained in it, time is expressly made of the essence.

24. ORGANIZATIONAL AUTHORITY. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms. Licensee shall deliver to District by **July 5, 2014**, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with District.

25. CUMULATIVE REMEDIES. The remedies given to District in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law.

26. GOVERNING LAW. This Agreement shall be governed by and be subject to and construed according to the laws of the State of California.

27. INVALIDITY. If any provisions in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

28. ATTORNEY FEES. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of either in relation thereto the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in such

litigation or in a separate action brought for that purpose.

29. SIGNS. Licensee shall not construct or place or permit to be constructed or placed any signs, awnings, marquees, or other structures upon the Premises without the prior written consent of the District Manager.

30. ENTIRE AGREEMENT. This license contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

31. INTERPRETATION. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

32. NON-LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES. No member, official, employee, or director of District shall be personally liable to Licensee in the event of any default by District in the performance of any obligation of District under the terms of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

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

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

BY: _____
Chairperson, Board of Directors

BY: _____
Clerk of the Board of Directors

**TEHACHAPI CHAMBER OF COMMERCE,
Licensee**

BY: _____
Chairperson, Board of Directors

BY: _____
Secretary, Board of Directors

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Tehachapi Valley Recreation and Park District (“the District”) adopted an amendment to the Ordinance No.01-10 at its regular meeting on Tuesday, August 20, 2013 at 5:30 p.m., at the District’s office located at 490 West D Street, Tehachapi, CA, which amended Section 8(v) of Ordinance No. 01-10 to read as follows:

v. Tobacco Products. The possession and consumption of tobacco products in the District’s Parks and Facilities are governed by the laws of the City of Tehachapi, County of Kern and the State of California.

Members voting in favor:
Chairperson Gayle Stewart,
Vice-Chairperson Paul Press,
Secretary Paulette Rush,
Director Brian Duhart

Members voting against:
None

Members absent:
Director Nick Cyr

September 1, 2013
(13280754)

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

IN THE MATTER OF

**APPROVING THE 2014 CONTRACT BETWEEN TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT AND THE GREATER TEHACHAPI
CHAMBER OF COMMERCE**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 20th day of May 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. 8-14

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE 2014 CONTRACT
BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND THE
GREATER TEHACHAPI CHAMBER OF COMMERCE**

WHEREAS, District is the owner in fee of certain real property located in the City of Tehachapi and commonly known as Central Park.

WHEREAS, District operates Central Park (collectively referred to as the "Premises");

WHEREAS, The Greater Tehachapi Chamber of Commerce operates the Mountain Festival event during the summer of each year;

WHEREAS, The Greater Tehachapi Chamber of Commerce desires to lease from District, and District is willing to lease to The Greater Tehachapi Chamber of Commerce, the Premises on the terms stated herein; and,

NOW, THEREFORE BE IT RESOLVED THAT in consideration of the mutual covenants and conditions set forth herein, the parties agree to the conditions of the contract set forth herein;

AND BE IT FINALLY RESOLVED THAT the Board of Directors approves the 2014 contract between Tehachapi Valley Recreation and Parks District and The Greater Tehachapi Chamber of Commerce.

**Tehachapi Valley Recreation & Parks
District
Financials
April 2014**

Prepared without audit by Better Ledger Inc

Tehachapi Valley Recreation and Park District Balance Sheet

As of April 30, 2014

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury Special Revenue Fund	
1001 Cash in County Treasury-General Fund	297,103.15
1003 Cash in County Treasury-Quimby	23,848.98
Total 1000 Cash in County Treasury Special Revenue Fund	320,952.13
1004 Check BOTS 4470	202,860.76
1005 County Treasury Capital Projects Fund	483,232.00
1051 Change Fund	700.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	\$1,007,944.89
Accounts Receivable	
1200 Accounts Receivable	4,832.37
Total Accounts Receivable	\$4,832.37
Other current assets	
1070 Prepaid Expenses	11,326.77
1092 Credit Card Receivables	-110.00
1096 Undeposited Funds	600.00
1215 Scholarship Revenues Receivable	612.50
Total Other current assets	\$12,429.27
Total Current Assets	\$1,025,206.53
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,460,770.91
1163 Equipment	546,592.25
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,325,382.00
Total Fixed Assets	\$1,082,847.89
TOTAL ASSETS	\$2,108,054.42
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	18,118.92
Total Accounts Payable	\$18,118.92
Credit Cards	
2010 Cardmember Services Payable	419.90

2012 Home 4 Less Payable	-6.22
2014 Home Depot Payable	515.08
Total Credit Cards	\$928.76
Other Current Liabilities	
2021 Accrued Salaries & Wages	13,131.96
2022 Accrued Employer PR Taxes	1,238.27
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	8,853.60
2024.3 Accrued Sick Leave	11,170.48
2024.5 Accrued Comp Time	663.26
Total 2024 Accrued Vacation, Sick, & Comp Time	20,687.34
2207 Sales tax payable	0.06
2210 Payroll Liabilities	
2211 CalPERS Payable	705.60
2231 Health Plan Payable	414.61
2250 Payroll Tax Liabilities	705.78
Total 2210 Payroll Liabilities	1,825.99
2260 Veterans Memorial Fund Payable	1,526.17
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	\$39,409.79
Total Current Liabilities	\$58,457.47
Total Liabilities	\$58,457.47
Equity	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	1,132,680.57
Total 3010 Net Investment In Capital Assets	1,132,680.57
3020 Restricted Funds	
3022 Capital Projects	442,387.26
Total 3020 Restricted Funds	442,387.26
3030 Unrestricted Funds	408,173.22
3110 Retained Earnings	-90,470.14
Net Income	156,826.04
Total Equity	\$2,049,596.95
TOTAL LIABILITIES AND EQUITY	\$2,108,054.42

Tuesday, May 13, 2014 02:09:31 PM PDT GMT-7 - Accrual Basis

Tehachapi Valley Recreation and Park District Profit and Loss

April 2014

	Total	
	Apr 2014	Jul 2013 - Apr 2014 (YTD)
Income		
4010 Property Taxes	283,392.51	675,036.09
4020 Interest Income	659.96	3,184.47
4030 Adult Program Revenues	812.00	10,799.75
4050 Facility Revenue	10,894.40	90,647.92
4200 Contracted Classes Revenues	2,967.00	15,823.00
4210 Events Revenues	8,889.49	24,255.18
4213 Sponsorship Revenues	1,075.00	15,050.00
4300 Youth Program Revenues	969.00	59,540.88
4610 Billable Expense Income	866.84	13,200.38
4650 Discounts given		-30.00
4704 Sales	291.00	778.04
Total Income	\$310,817.20	\$908,285.71
Cost of Goods Sold		
5001 Adult Program Costs	723.47	1,450.65
5004 Contracted Classes Costs	3,137.82	14,969.69
5005 Events Costs	1,159.81	19,637.89
5008 Youth Program Costs	2,186.75	26,065.01
5704 Purchases for Resale	1,064.64	1,194.14
Total Cost of Goods Sold	\$8,272.49	\$63,317.38
Gross Profit	\$302,544.71	\$844,968.33
Expenses		
6000 Employee Costs	36,603.91	434,345.68
7010 Advertising & Marketing	4,417.19	18,783.64
7020 Bank Service Charges	608.38	4,565.06
7025 Cash Short/Over		2.75
7026 Charitable Contribution		3,000.00
7030 Dues & Subscriptions	119.88	2,125.28
7035 Equipment Rents & Leases	259.50	3,447.01
7050 Insurance	1,469.33	12,354.82
7056 Interest Expense	24.58	229.27
7060 Licenses & Fees	107.00	2,628.93
7070 Maintenance	-61,529.14	45,427.70
7080 Master Plan Expenses		51,275.69
7084 Meals & Entertainment	12.20	343.01
7090 Office Supplies	461.99	8,623.28
7120 Professional Development	196.25	7,790.40
7150 Professional Fees	3,037.42	42,255.95

7160 Property Tax Collection Fee	8,122.15	10,180.40
7170 Publications & Legal		74.70
7180 Security	172.00	1,186.75
7210 Telephone	1,589.34	10,254.89
7230 Uniforms & Apparel	38.70	3,962.57
7250 Utilities	10,893.84	71,437.93
Total Expenses	\$6,604.52	\$734,295.71
Net Operating Income	\$295,940.19	\$110,672.62
Other Income		
8040 TVRPD Development Fee Revenues	6,411.00	53,425.00
Total Other Income	\$6,411.00	\$53,425.00
Other Expenses		
8505 Quimby Expense		7,271.58
Total Other Expenses	\$0.00	\$7,271.58
Net Other Income	\$6,411.00	\$46,153.42
Net Income	\$302,351.19	\$156,826.04

Tuesday, May 13, 2014 02:28:23 PM PDT GMT-7 - Accrual Basis

Tehachapi Valley Recreation and Park District

Profit & Loss Prior Year Comparison

July 2013 - April 2014

	Total			
	Jul 2013 - Apr 2014	Jul 2012 - Apr 2013 (PY)	Change	% Change
Income				
4010 Property Taxes	675,036.09	721,571.28	-46,535.19	-6.45 %
4020 Interest Income	3,184.47	1,466.24	1,718.23	117.19 %
4030 Adult Program Revenues	10,799.75	32,830.68	-22,030.93	-67.10 %
4050 Facility Revenue	90,647.92	99,723.42	-9,075.50	-9.10 %
4170 Master Plan - Funding Income		35,000.00	-35,000.00	-100.00 %
4200 Contracted Classes Revenues	15,823.00	18,619.74	-2,796.74	-15.02 %
4210 Events Revenues	24,255.18	19,295.27	4,959.91	25.71 %
4213 Sponsorship Revenues	15,050.00		15,050.00	
4300 Youth Program Revenues	59,540.88	112,566.01	-53,025.13	-47.11 %
4610 Billable Expense Income	13,200.38		13,200.38	
4650 Discounts given	-30.00		-30.00	
4704 Sales	778.04		778.04	
Total Income	\$908,285.71	\$1,041,072.64	\$ -132,786.93	-12.75 %
Cost of Goods Sold				
5001 Adult Program Costs	1,450.65	1,382.77	67.88	4.91 %
5004 Contracted Classes Costs	14,969.69	6,442.53	8,527.16	132.36 %
5005 Events Costs	19,637.89	12,486.02	7,151.87	57.28 %
5008 Youth Program Costs	26,065.01	33,271.87	-7,206.86	-21.66 %
5704 Purchases for Resale	1,194.14		1,194.14	
Total Cost of Goods Sold	\$63,317.38	\$53,583.19	\$9,734.19	18.17 %
Gross Profit	\$844,968.33	\$987,489.45	\$ -142,521.12	-14.43 %
Expenses				
6000 Employee Costs	434,345.68	389,792.44	44,553.24	11.43 %
7010 Advertising & Marketing	18,783.64	18,891.04	-107.40	-0.57 %
7020 Bank Service Charges	4,565.06	2,635.05	1,930.01	73.24 %
7025 Cash Short/Over	2.75	-329.32	332.07	100.84 %
7026 Charitable Contribution	3,000.00		3,000.00	
7030 Dues & Subscriptions	2,125.28	945.00	1,180.28	124.90 %
7035 Equipment Rents & Leases	3,447.01	1,313.31	2,133.70	162.47 %
7050 Insurance	12,354.82	11,936.39	418.43	3.51 %
7056 Interest Expense	229.27	169.08	60.19	35.60 %
7060 Licenses & Fees	2,628.93	962.43	1,666.50	173.16 %
7070 Maintenance	45,427.70	69,135.18	-23,707.48	-34.29 %
7080 Master Plan Expenses	51,275.69	48,747.89	2,527.80	5.19 %
7084 Meals & Entertainment	343.01		343.01	
7085 Misc Prior Year Adjustments (deleted)		3,539.73	-3,539.73	-100.00 %
7090 Office Supplies	8,623.28	8,312.49	310.79	3.74 %
7120 Professional Development	7,790.40	3,964.17	3,826.23	96.52 %

7150 Professional Fees	42,255.95	90,165.26	-47,909.31	-53.14 %
7160 Property Tax Collection Fee	10,180.40	10,142.99	37.41	0.37 %
7170 Publications & Legal	74.70		74.70	
7180 Security	1,186.75	1,297.18	-110.43	-8.51 %
7210 Telephone	10,254.89	10,527.71	-272.82	-2.59 %
7230 Uniforms & Apparel	3,962.57	1,022.15	2,940.42	287.67 %
7250 Utilities	71,437.93	101,531.73	-30,093.80	-29.64 %
Total Expenses	\$734,295.71	\$774,701.90	\$ -40,406.19	-5.22 %
Net Operating Income	\$110,672.62	\$212,787.55	\$ -102,114.93	-47.99 %
Other Income				
8040 TVRPD Development Fee Revenues	53,425.00	10,685.00	42,740.00	400.00 %
Total Other Income	\$53,425.00	\$10,685.00	\$42,740.00	400.00 %
Other Expenses				
8505 Quimby Expense	7,271.58	88,817.89	-81,546.31	-91.81 %
Total Other Expenses	\$7,271.58	\$88,817.89	\$ -81,546.31	-91.81 %
Net Other Income	\$46,153.42	\$ -78,132.89	\$124,286.31	159.07 %
Net Income	\$156,826.04	\$134,654.66	\$22,171.38	16.47 %

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Tehachapi Valley Recreation and Park District

Statement of Cash Flows

July 2013 - April 2014

	Total
OPERATING ACTIVITIES	
Net Income	156,826.04
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-3,832.37
1070 Prepaid Expenses	-8,414.49
1080 Accrued Employee PR Deductions	3,765.57
1092 Credit Card Receivables	1,240.00
1215 Scholarship Revenues Receivable	-612.50
2000 Accounts Payable	-17,338.16
2010 Cardmember Services Payable	-2,177.61
2012 Home 4 Less Payable	-6.22
2014 Home Depot Payable	-266.68
2021 Accrued Salaries & Wages	-3,953.85
2022 Accrued Employer PR Taxes	-3,212.93
2024.2 Accrued Vacation, Sick, & Comp Time:Accrued Vacation	3,647.26
2024.3 Accrued Vacation, Sick, & Comp Time:Accrued Sick Leave	3,498.79
2024.5 Accrued Vacation, Sick, & Comp Time:Accrued Comp Time	-929.28
2207 Sales tax payable	0.06
2211 Payroll Liabilities:CalPERS Payable	-24.27
2221 Payroll Liabilities:Garnishment Payable	-134.68
2231 Payroll Liabilities:Health Plan Payable	414.61
2250 Payroll Liabilities:Payroll Tax Liabilities	705.78
2260 Veterans Memorial Fund Payable	-328.78
2270 Refundable Deposits	1,000.00
Net cash provided by operating activities	\$129,866.29
INVESTING ACTIVITIES	
1162 Improvements	-14,337.50
1163 Equipment	-10,361.03
Net cash provided by investing activities	\$ -24,698.53
Net cash increase for period	\$105,167.76
Cash at beginning of period	903,377.13
Cash at end of period	\$1,008,544.89

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Tehachapi Valley Recreation and Park District

Budget vs. Actuals: 2013-2014 TVRPD Budget - FY14 P&L

July 2013 - April 2014

	Total			
	Actual	Budget	Remaining	% Remaining
Income				
4010 Property Taxes	675,036.09	732,272.00	57,235.91	7.82 %
4020 Interest Income	3,184.47	1,500.00	-1,684.47	-112.30 %
4030 Adult Program Revenues	10,799.75	29,360.00	18,560.25	63.22 %
4050 Facility Revenue	90,647.92	98,705.00	8,057.08	8.16 %
4200 Contracted Classes Revenues	15,823.00	23,100.00	7,277.00	31.50 %
4210 Events Revenues	24,255.18	29,050.00	4,794.82	16.51 %
4213 Sponsorship Revenues	15,050.00		-15,050.00	
4300 Youth Program Revenues	59,540.88	102,940.00	43,399.12	42.16 %
4610 Billable Expense Income	13,200.38		-13,200.38	
4650 Discounts given	-30.00		30.00	
4704 Sales	778.04		-778.04	
Total Income	\$908,285.71	\$1,016,927.00	\$108,641.29	10.68 %
Cost of Goods Sold				
5001 Adult Program Costs	1,450.65	1,783.00	332.35	18.64 %
5004 Contracted Classes Costs	14,969.69	9,487.00	-5,482.69	-57.79 %
5005 Events Costs	19,637.89	22,319.00	2,681.11	12.01 %
5008 Youth Program Costs	26,065.01	30,400.00	4,334.99	14.26 %
5704 Purchases for Resale	1,194.14		-1,194.14	
Total Cost of Goods Sold	\$63,317.38	\$63,989.00	\$671.62	1.05 %
Gross Profit	\$844,968.33	\$952,938.00	\$107,969.67	11.33 %
Expenses				
6000 Employee Costs	434,345.68	600,113.00	165,767.32	27.62 %
7010 Advertising & Marketing	18,783.64	15,000.00	-3,783.64	-25.22 %
7020 Bank Service Charges	4,565.06	2,700.00	-1,865.06	-69.08 %
7025 Cash Short/Over	2.75		-2.75	
7026 Charitable Contribution	3,000.00		-3,000.00	
7030 Dues & Subscriptions	2,125.28	2,200.00	74.72	3.40 %
7035 Equipment Rents & Leases	3,447.01	3,700.00	252.99	6.84 %
7050 Insurance	12,354.82	18,000.00	5,645.18	31.36 %
7056 Interest Expense	229.27		-229.27	
7060 Licenses & Fees	2,628.93	2,500.00	-128.93	-5.16 %
7070 Maintenance	45,427.70	92,310.00	46,882.30	50.79 %
7080 Master Plan Expenses	51,275.69		-51,275.69	
7084 Meals & Entertainment	343.01		-343.01	
7090 Office Supplies	8,623.28	13,000.00	4,376.72	33.67 %
7120 Professional Development	7,790.40	10,000.00	2,209.60	22.10 %
7150 Professional Fees	42,255.95	51,700.00	9,444.05	18.27 %

7160 Property Tax Collection Fee	10,180.40	7,500.00	-2,680.40	-35.74 %
7170 Publications & Legal	74.70	1,000.00	925.30	92.53 %
7180 Security	1,186.75	1,390.00	203.25	14.62 %
7210 Telephone	10,254.89	16,270.00	6,015.11	36.97 %
7230 Uniforms & Apparel	3,962.57		-3,962.57	
7250 Utilities	71,437.93	89,805.00	18,367.07	20.45 %
Total Expenses	\$734,295.71	\$927,188.00	\$192,892.29	20.80 %
Net Operating Income	\$110,672.62	\$25,750.00	\$ -84,922.62	-329.80 %
Other Income				
8040 TVRPD Development Fee Revenues	53,425.00		-53,425.00	
Total Other Income	\$53,425.00	\$0.00	\$ -53,425.00	0.00%
Other Expenses				
8505 Quimby Expense	7,271.58	19,698.00	12,426.42	63.08 %
Total Other Expenses	\$7,271.58	\$19,698.00	\$12,426.42	63.08 %
Net Other Income	\$46,153.42	\$ -19,698.00	\$ -65,851.42	334.31 %
Net Income	\$156,826.04	\$6,052.00	\$ -150,774.04	-2,491.31 %

Tuesday, May 13, 2014 02:29:59 PM PDT GMT-7 - Accrual Basis



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COVER SHEET
PROPOSAL FOR SHADE STRUCTURES

CORPORATE OFFICE

Corporate Headquarters

8505 Chancellor Row
Dallas, TX 75247
800-966-5005 Phone
214-905-9514 Fax

West Coast Headquarters

350 Kalmus Drive
Costa Mesa, CA 92626
714-427-6981 Phone
714-427-6982 Fax

REGIONAL OFFICES

Arizona

2628-B W. Birchwood Cir.
Mesa, AZ 85202
480-446-0066 Phone
480-446-8679 Fax

Austin

1508-A Ferguson Lane
Austin, TX 78754
512-836-5500 Phone
512-836-5600 Fax

Northern California

927 Enterprise Way
Suite A
Napa, CA 94558
707-257-7296 Phone
707-257-7297 Fax

Las Vegas

6225 S. Valley View Blvd.
Suite I
Las Vegas, NV 89118
702-227-5273 Phone
702-227-5132 Fax

Date: 04/14/2014

To: Matt Young

Fax: (661) 823-8529

Phone: (661) 822-3228

Pages including this cover page: 8

Project Name: _____

Quote Number: **K1R107335**

COMMENTS:

Attached is quotation for shade structures as we discussed. Refer to the above quote number with any questions or comments.

When you are ready to place your order, please initial all pages of the proposal and sign the last page.

Do not hesitate to call me for further assistance.

Sincerely,

Kathy Rainey
Regional Manager
Phone: 559-974-1353

PROPOSAL

Corporate Mailing

Address:

P.O. Box 560168
Dallas, TX 75356-0168
(800) 966-5005



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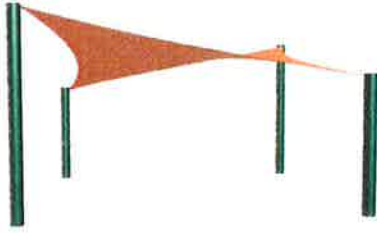



Remittance Address
Shade Structures, Inc.
PO Box 204691
Dallas, Texas 75320-4691

This is a legal agreement – please read carefully. Complete and initial all pages.

Purchaser: Tehachapi Valley Rec & Park Dist	Date:	Sales Rep: Kathy Rainey
Contact: Matt Young	PO Number:	Phone:
Phone: 6618223228	Quote No.: K1R107335	Email: krainey@usa-shade.com
Billing Information:	Shipping Information:	Jobsite Information:
Tehachapi Valley Rec & Park Dist PO Box 373 490 West D Street Tehachapi, CA 93561	Tehachapi Valley Rec & Park Dist PO Box 373 490 West D Street Tehachapi, CA 93561	Tehachapi Valley Rec & Park Dist Phillip Marx Park PO Box 373 490 West D Street Tehachapi, CA 93561
Contact: Matt Young	Contact: Matt Young	Contact: Matt Young
Phone: (661) 822-3228	Phone: (661) 822-3228	Phone: (661) 822-3228
Fax: (661) 823-8529	Fax: (661) 823-8529	Fax: (661) 823-8529
Email: m.young@tvrpd.org	Email: m.young@tvrpd.org	Email: m.young@tvrpd.org

STRUCTURE PRICING

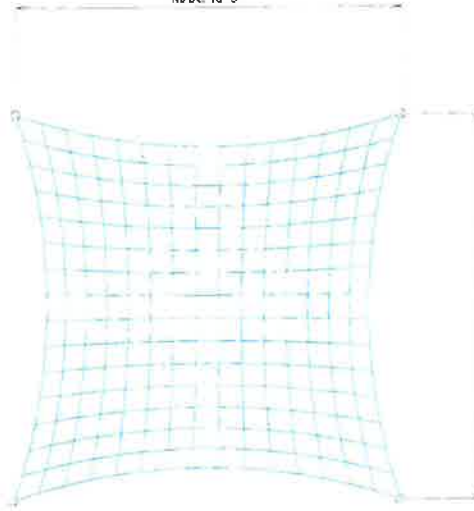
QTY	DESCRIPTION	DETAILS	PRICE
(1)	Hypar Sail Structure 	Structure Size 30ft x 30ft Number of Posts 4 Number of Fabric Tops 1 Fabric Type ShadesureFR Fabric Color TBD Steel Color TBD Post Attachment Method Recessed Base Plate Entry Height 12'16" Wind load 90 mph Snow load 5 psf Notes:	\$30,100.00 Unit only \$17,500
(1)	Multi Level Structure 	Structure Size 30ft x 30ft Number of Posts 4 Number of Fabric Tops 1 Fabric Type ShadesureFR Fabric Color TBD Steel Color TBD Post Attachment Method Recessed Base Plate Entry Height 12' Wind load 90 mph Snow load 5 psf Notes:	\$33,800 Unit Only \$19,500

418.1 HYPAR

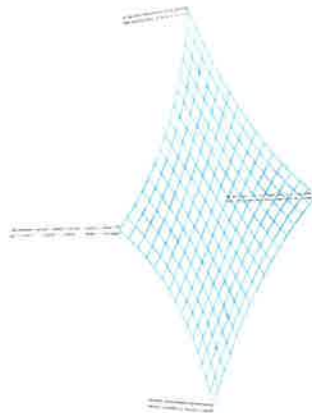
LENGTH (L)
MIN. 20'-0"
MAX. 40'-0"

WIDTH (W)
MIN. 20'-0"
MAX. 40'-0"

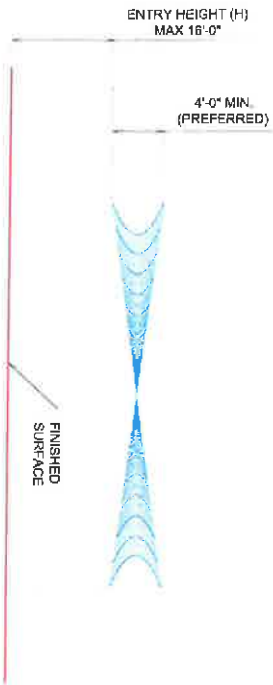
PLAN VIEW



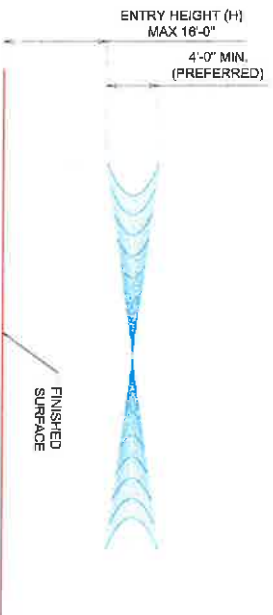
PERSPECTIVE VIEW



FRONT ELEVATION



SIDE ELEVATION



PROPOSAL

Corporate Mailing

Address:

P.O. Box 560168

Dallas, TX 75356-0168

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Shade Structures, Inc.

PO Box 204691

Dallas, Texas 75320-4691

PRICING DETAILS

Accessories / Miscellaneous

QTY	ITEM	DETAILS	COST
		Total for Access/Misc Items:	\$
Unit Total		Included	PAYMENT TERMS
Accessories/Miscellaneous		Included	
Shipping/Handling		Included	
SUBTOTAL		\$0.00	
Sales Tax	%	Included	
Assembly/Installation		Included	NOTES:
Engineering		Included	
TOTAL PRICE		See Options Above	

GENERAL SCOPE OF WORK

DSA / PERMIT REQUIREMENTS

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchaser is responsible for permit submittal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchaser is responsible for DSA submittal

ENGINEERING REQUIREMENTS

Building Code	CBC2010
Type of drawings	Sealed
# of sealed drawings	
Calculations Required	
Notes:	

PRICING INCLUDES

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Assembly/Installation (based on a single mobilization)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shipping and Handling
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineered Drawings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sales Tax
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA / Permit Submittal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA / Permit Fees

ASSEMBLY REQUIREMENTS

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Obstacles
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dirt Removal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Tests
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Cutting
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Concrete Truck Access
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permits (see DSA/Permit Requirements)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wages & Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Removal of existing structure or poles
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscaping Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical connection or trenching
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Plan Approval
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Survey

PROPOSAL

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Address:

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PO Box 204691

Dallas, Texas 75320-4691

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Accessories	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bobcat Access
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal Primer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Liquidated Damages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Anchor Bolts Included
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other special conditions (noted below):

GENERAL TERMS AND CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel and concrete. Due to the duration of time between proposals, contracts and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge when applicable.
- 1) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by the USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 2) **Short Ship Claims:** Purchaser has 15 days from receipt of the Structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 3) **Standard Exclusions:** Unless specifically included under "General Scope of Work" section above, this agreement does not include, and Company will not provide Services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 4) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of USA SHADE & Fabric Structures warranty."
- 5) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 6) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to USA SHADE & Fabric Structure, Department 41349, P.O. Box 650823, Dallas TX 75265. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

PROPOSAL

Corporate Mailing

Address:

P.O. Box 560168
Dallas, TX 75356-0168
(800) 966-5005



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Shade Structures, Inc.
PO Box 204691
Dallas, Texas 75320-4691

- 7) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 8) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 9) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard Structures, and 8 to 12 weeks for custom Structures. Delivery is approximately 1 week thereafter. Delivery of Structures may be prior to or at start of assembly.
- 10) **Returned Product, Deposits and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are nonrefundable. All expenses incurred (engineering, site surveys, shipping and handling, etc) are the responsibility of the purchaser, up to notice of cancellation.
- 11) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations Company was able to make either by visual inspection or by drawings and /or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and /or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Price quotes are based on a drill pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 12) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 13) **Warranty; Limitations of Liability:**
 - Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner.
 - The warranty set forth in this Section 14 will be the Purchaser's sole and exclusive warranty.
 - The warranty set forth in this Section 14 will run from the date of performance of the service by the Company, and any warranty claims brought by Purchaser must be brought within one year of the date of performance of the Service giving rise to the claim.
 - Purchaser's sole remedy for a breach of the warranty set forth in this Section 14 will be the re-performance of the Services, or if that is not possible or practical, the refund of the price of the Services that breached the warranty.
 - Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.
 - **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

PROPOSAL

Corporate Mailing

Address:

P.O. Box 560168
Dallas, TX 75356-0168
(800) 966-5005



USA SHADE
& Fabric Structures®



Remittance Address

Shade Structures, Inc.
PO Box 204691
Dallas, Texas 75320-4691

- IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).
- EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES, AND PURCHASER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING OUT OF, RELATED TO, OR UNDER THIS AGREEMENT, AND SPECIFICALLY DENIES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. FURTHER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY ACKNOWLEDGES THAT THE SERVICES AND STRUCTURES PROVIDED HEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DOES NOT WARRANT THAT THE SERVICES OR STRUCTURES WILL MEET YOUR REQUIREMENTS OR THOSE OF THE OWNER.
- For all Structures installed by the Company, Purchaser must sign and return the "Customer Checklist and Sign-off" form to the Company within 10 business days from the construction completion date, or Company will not be held responsible for any warranties under this Section 14 or any damage to the Structure.
- The warranties for the Structures are contained in a separate document between Company and the ultimate Owner of the Structures, which will be provided to Owner at the time of completion of the work.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the Structure or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 15.

15) **Warranty:**

- USA SHADE provides a limited warranty on all USA SHADE-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty, and is void if structures are not paid for in full.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures without the prior written consent of USA SHADE.
- The warranty is void if the structures are not assembled in strict compliance with USA SHADE specifications.
- The warranty will be void if regular maintenance is not performed. This is particularly critical in regions where dirt/sand may cause abrasion of fabric.
- The warranties below are effective from the date of sale, or, if assembled by USA SHADE, the date of construction completion.
- USA SHADE reserves the right to repair or replace any item covered by this warranty.
- Purchaser shall notify USA SHADE in writing, detailing any defects for which a warranty claim is being made.
- USA SHADE shall not in any event be liable for indirect, special, consequential, or liquidated damages.
- USA SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- No signs, objects, fans, light fixtures, etc., may be hung from the structures, unless specifically engineered by USA SHADE. These items may interfere with the fabric, voiding the warranty.
- The warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.
- For all units assembled by USA SHADE the "Customer Checklist and Sign-off" form must be signed and returned to USA SHADE within 10 business days from the date of construction completion, or USA SHADE will not be held responsible for any damage to the structures. The warranty will also be considered null and void until this checklist is received by USA SHADE.

Shadesure™ Fabric:

- Shadesure™ fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.

PROPOSAL

Corporate Mailing

Address:

P.O. Box 560168
Dallas, TX 75356-0168
(800) 966-5005



USA SHADE
& Fabric Structures®



Remittance Address

Shade Structures, Inc.
PO Box 204691
Dallas, Texas 75320-4691

- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE, or its agents, all labor for the removal, assembly, and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

Colourshade® FR Fabric:

- Colourshade® FR fabrics carry a 5-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of FR Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for 5 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE or its agents, all labor for the removal, assembly and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ and Colourshade® FR fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty. Additionally, fabric tops made from other fabric types (i.e. Sunbrella®) will include their respective manufacturer's warranty.

Shadesure and Coolbrella are trademarks of USA SHADE & Fabric Structures.

Colourshade is a registered trademark of Multiknit Pty. Ltd.

Sunbrella is a registered trademark of Glen Raven Custom Fabrics, LLC.

Steel:

- The structural integrity of the steel is warranted for 10 years.
- Workmanship and powder coated surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.

Thread:

- USA SHADE warrants its sewing thread for a period of 8 years.
- The thread will be free from defects in material/workmanship and will not be damaged by exposure to sunlight, weather, or water.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code.
- Labor for the removal, assembly and/or freight of tops with damage caused by thread will only be covered in instances where USA SHADE has assembled the unit. In all cases where units were not assembled by USA SHADE, all labor for the removal, assembly

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and/or freight will be for the customers account and the warranty will only be applicable to the repair or replacement of defective materials.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the Structure(s) is to be placed.
- Labor for the removal, assembly and/or freight charges will only be covered by Company in instances where the Structures supplied and installed by Company are determined by the Company to be defective. In all cases where Structures are not installed by Company, all labor for the removal, assembly and/or freight of the Structures will be Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilization is needed, there will be additional charges.
- If the requested Services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles or other interference Monday thru Friday during the hours of 8am to 6pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. All automobiles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the Services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the Structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools etc., that the Structure(s) is/are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the Structure(s) ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend or supply, at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the Services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days before in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The Services and the manufacturing and assembly of the Structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, Tx by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties or services provided hereunder.

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- 24) **No Third-Party Beneficiaries:** This Agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:
Tehachapi Valley Rec & Park Dist

SELLER:
USA SHADE & Fabric Structures

Signature: _____

Signature: _____

By: (Print) _____

By: (Print)

Kathy Rainey

Title: _____

Title:

Regional Manager

Date: _____

Date: _____

NOTE: All purchase orders and contracts should be drafted in the name of USA SHADE & Fabric Structures



"BRANDS YOU KNOW. STRUCTURES YOU TRUST"

LETTER OF TRANSMITTAL

<i>attention</i>	Matt Young-District Manager	<i>date</i>	5/1/2014
<i>company</i>	Tehachapi Valley Recreation & Park District	<i>phone</i>	661-822-3228
<i>address</i>	490 West D Street	<i>job no.</i>	
	Tehachapi CA 93561		

- ☐ contracts
 ☐ brochures
 ☐ calculations
☐ Subcontractors agreement
 ☐ shop drawings
 ☒ samples
☐ insurance request
 ☐ photographs
 ☐ others

[illegible]

signed Eva Brown for Kathy Rainey #559-974-1353

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

IN THE MATTER OF

**APPROVAL TO PURCHASE A SHADE STRUCTURE FROM USSHADE IN AN
AMOUNT NOT TO EXCEED \$30,100.00 FOR PHILIP MARX CENTRAL 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 20th day of May 2014 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Carrie Champlin, Clerk of the Board of Directors
of the Tehachapi Valley Recreation and Park District

RESOLUTION NO. 9-14

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) is the owner in fee of certain real property commonly known as Philip Marx Central Park;

WHEREAS, it has been determined that Philip Marx Central Park is in need of a shade structure;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approves the purchase of a shade structure from USSHADE in an amount not to exceed \$30,100.00 for Philip Marx Central Park.



Deck



HDPE



Metal



Plastic



Model: 95079

Use Zone: 42' 5" x 45' 11"

Fall Height: 8'

Age Groups: 5 to 12 Years

Number of Children: 75-80

A PowerScape 3D unit that combines a unique visual style with plenty of climbing, sliding and imaginative play activities for up to 80 children. Includes Shadow Tree roofs for a distinctive shade option.

Through June 30th, purchase this system and receive a FREE outdoor adult fitness package!

Features and Benefits

- A visually stunning addition to any park or playground
- Punched steel layered with HDPE panels provide a unique visual and tactile experience
- PowerScape 3D offers a virtually limitless combination of color choices
- Shadow Grove roofs provide shade and visual interest
- Wide range of fun and challenging climbing activities





Deck



Metal



Net



Plastic



Model: 95102

Use Zone: 38' x 52' 9"

Fall Height: 9'

Age Groups: 5 to 12 Years

Number of Children: 45-50

PowerScape climbers, decks and slides converge with Xscape overhead fitness activities and a KidNetix Ropes Course Triangle Net to create a fun and challenging play system like no other.

Through June 30th, purchase this system and receive a FREE outdoor adult fitness package!

Features and Benefits

- Motion activities like Xcelerator and Sky Wheels enhance balance, coordination and upper body strength
- KidNetix Triangle Net is a fun and challenging link from the ground to an elevated deck platform
- Sky-Hi Spiral Tube Slide is a playground favorite that keeps kids coming back for more
- Constructed of durable steel and plastic components that are backed by the industry's leading warranty



**Ascend #15507**[View Details](#)**Embark #15505**[View Details](#)**Level Up #15506**[View Details](#)**Opportunity #15503**[View Details](#)