



Play Up. Live Up.

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

**SPECIAL BOARD MEETING (In Place of 2/19/13 Regular Board Meeting)  
TUESDAY, FEBRUARY 26, 2013, 5:30 P.M.**

**BOARD OF DIRECTORS**

GAYLE STEWART, CHAIRPERSON  
PAUL PRESS, VICE-CHAIRPERSON  
PAULETTE RUSH, SECRETARY  
NICK CYR, DIRECTOR  
BRIAN DUHART, DIRECTOR

**A G E N D A**

**1. FLAG SALUTE**

**2. ROLL CALL**

**3. PUBLIC COMMENTS**

*The Tehachapi Valley Recreation and Parks 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 1)
- B. Approval of Minutes from the Regular Board Meeting held January 15, 2013 (Pages 2-8)
- C. Approval of Financial Reports (Pages 9-23)

**5. CORRESPONDENCE**

- A. CAPRI and CARPD regarding liability associated with dog parks (Pages 24)
- B. CAPRI liability review evaluation (Pages 25-31)
- C. Stockwell, et. al., regarding closure of workers' compensation case (Pages 32-33)

**6. PROGRAM REPORT (Page 34)**

**7. FACILITY REPORT** (Page 35)

**8. INTERIM DISTRICT MANAGER REPORT** (Page 36)

**9. AGENDA ITEMS**

- A. Annual Election of Officers for 2013
- B. Appointment of Carrie Champlin as Clerk of the Board of Directors
- C. Award of Bid for Tree Trimming at Brite Lake, Resolution #15-13 (Pages 37–38)
- D. Award of Bid for Dye Natatorium Roof, Resolution #16-13 (Pages 39–40)
- E. Little League 2013 Contract, Resolution #17-13 (Pages 41–63)
- F. Office Furniture Purchase Approval, Resolution #18-13 (Pages 64–67)
- G. Payroll Processing from County to Better Ledger, Resolution #19-13 (Pages 68–69)
- H. Master Plan Update and MIG Invoice Payment (Pages 70)
- I. Mid-Year Budget Review (Pages 71)

**10. Reports of Standing Committees**

- A. Personnel and Personnel Policies
- B. Budget and Finance
- C. Program and Program Policy
- D. Park and Facility Improvement and Development

**11. BOARD OF DIRECTORS' TIME**

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

**12. OTHER BUSINESS**

**13. CLOSED SESSION**

- A. Interim District Manager performance review per GOVERNMENT CODE SECTION 54957 (b)(1)

**14. ADJOURNMENT**

*Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Parks District scheduled on March 19, 2013.*



## **CERTIFICATE OF POSTING AGENDA**

I, the Acting Clerk of the Tehachapi Valley Recreation and Parks District Board of Directors hereby certify that a copy of the February 26, 2013, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, February 22, 2013, at 12:00 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at [www.tvrpd.org](http://www.tvrpd.org)

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Parks District Board of directors on the 22<sup>nd</sup> day of February 2013.

Dated this 22<sup>nd</sup> day of February 2013

---

Carrie Champlin  
Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING OF THE TEHACHAPI VALLEY  
RECREATION AND PARKS DISTRICT  
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561  
JANUARY 15, 2012, 5:30 P.M**

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

**BOARD MEMBERS:**

Gayle Stewart, Chairperson  
Paul Press, Vice-Chairperson  
Paulette Rush, Secretary  
Nick Cyr, Director  
Brian Duhart, Director

**ALSO PRESENT:**

Laura Lynn Wyatt, GHCSO Board Member  
Laura Bradford, Burkey, Cox, Evans & Bradford  
Glenn Baumann  
Shannon Harrell  
Marilynn White

**1. FLAG SALUTE:** Secretary Rush led the Flag Salute.

**2. ROLL CALL:** All board members present.

**3. PUBLIC COMMENTS**

- A. Shannon Harrell complimented the District for the professional way in which her yoga class was set up and marketed.
- B. One inquiry regarding the District Manager position.

**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.  
**Rush - Duhart: Ayes: Stewart; Press; Rush; Cyr; Duhart.**  
**Noes: None. Motion carried.**
- B. Approval of Minutes from the Regular Board Meeting held December 18, 2012.  
Request by Clerk of the Board of Directors to approve the minutes from the December 18, 2012 Regular Board Meeting. BOARD APPROVES MINUTES.  
**Rush - Duhart: Ayes: Stewart; Press; Rush; Cyr; Duhart.**  
**Noes: None. Motion carried.**
- C. Approval of Financial Reports.  
Request by Clerk of the Board of Directors to approve the Financial Reports.  
BOARD APPROVED FINANCIAL REPORTS.  
**Rush - Duhart: Ayes: Stewart; Press; Rush; Cyr; Duhart.**  
**Noes: None. Motion carried.**

## **5. CORRESPONDENCE**

None.

## **6. PROGRAM REPORT**

Program Coordinator Sandy Chavez gave the report.

- New Program Report: Yoga.
- Programs in Session Report: Youth Basketball/Schedule Change.
- Marketing Report: Spring Programs and Events: Easter Egg Hunt, Brite Lake Fishing Derby, Cinco De Mayo Celebration, T-Ball, and Lil Warriors Soccer Academy.

## **7. FACILITY REPORT**

Facilities Coordinator Carrie Champlin gave the report.

- Central Park: Replacement Slide and Gazebo Light Repair.
- West Park/West Park Activity Center: Light Repair, Drinking Fountain Repair, Toilet Valve Repair, and Sink Repair.
- Brite Lake: Maintenance Shed and Yard Organization, and Dump Station Repair.
- Meadowbrook Park/Meadowbrook Dog Park: Tree Maintenance.
- Dye Natatorium: Roof leak and Ceiling Damage.
- MSDS Compliance
- Recycling Containers Received: Champlin thanked the City of Tehachapi for using their grant on behalf of Tehachapi Valley Recreation and Parks District.

## **8. INTERIM DISTRICT MANAGER REPORT**

Interim District Manager Williams gave the report.

- Revised Agenda Format: Recommendations/Resolutions
- Power Point Presentation
- John Deere Lease
- Little League Contract Renewal
- Bank Account Consolidation
- CAPRI Meeting: Workmen's Comp/Liability Insurance

## **9. AGENDA ITEMS**

### **A. Presentation of Annual Audit by Laura Bradford from Burkey, Cox, Evans and Bradford, Certified Public Accountants**

Laura Bradford gave a brief explanation of why an audit is performed and what the Board can expect from the audit report. Bradford explained that they are working closely with the District's bookkeeper to make any needed adjustments for the next audit. Bradford explained what the various sections of the audit report addresses. Chairperson Stewart inquired about the possible content of a yearly presentation of the audit to the Board. Bradford stated that a presentation would be made specifically to address the needs and requests of the Board and District.

### **B. Master Plan Update of Progress and Approval of Payment to MIG.**

Interim District Manager Debbie Williams gave a brief update regarding the progress of the master plan. Williams stated that the Master Plan Ad Hoc Committee received the latest drafts of

the Needs Assessment and Existing Conditions Reports. Williams thanked Glenn Baumann for his time and attention he has put into this master plan process.

Chairperson Stewart thanked Williams and the Master Plan Ad Hoc Committee for their work on the Master Plan.

Vice-Chairperson Press and Director Cyr had questions regarding the change order for the district boundaries map.

Request from Interim District Manager Debbie Williams to approve the payment of the October invoice to MIG.

BOARD APPROVES THE PAYMENT OF THE OCTOBER INVOICE TO MIG.

**Press - Cyr: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**C. Approval to Secure Bids to Repair Dye Natatorium Roof**

Interim District Manager Debbie Williams gave a brief report explaining the need for repairs of the Dye Natatorium roof. Williams also explained that this repair qualifies for use of Quimby funds. There was a discussion regarding the details of the repair.

Request from Interim District Manager Debbie Williams for the approval to secure bids for the repair of the Dye Natatorium roof.

BOARD APPROVES THE REQUEST TO SECURE BIDS FOR THE REPAIR OF THE DYE NATATORIUM ROOF.

**Duhart – Rush : Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion carried.**

**D. Approval to Secure Bids to Repair Dye Natatorium Ceiling.**

Interim District Manager Debbie Williams gave a brief report explaining the need for repairs of the Dye Natatorium ceiling. Williams explained that this repair will be a CAPRI claim. There was a discussion regarding the time frame for the repair and possible interruption of pool programs/pool closure.

Request from Interim District Manager Debbie Williams for the approval to secure bids for the repair of the Dye Natatorium ceiling.

BOARD APPROVES THE REQUEST TO SECURE BIDS FOR THE REPAIR OF THE DYE NATATORIUM CEILING.

**Duhart – Rush : Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion carried.**

**E. Approval of Revised Job Descriptions.**

Interim District Manager Williams gave a brief explanation of the job description revisions.

**(1) Maintenance Foreman, Resolution #01-13**

Request from Interim District Manager Debbie Williams to approve the proposed job description for the Maintenance Foreman, subject to final review and approval of counsel, Resolution #01-13.

BOARD ADOPTED RESOLUTION #01-13

APPROVING THE JOB DESCRIPTION FOR THE MAINTENANCE FOREMAN.

**Cyr-Press: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**(2) Program Supervisor, Resolution #02-13**

Request from Interim District Manager Debbie Williams to approve the proposed job description for the Program Supervisor, subject to final review and approval of counsel, Resolution #02-13.

BOARD ADOPTED RESOLUTION #02-13

APPROVING THE JOB DESCRIPTION FOR THE PROGRAM SUPERVISOR.

**Cyr-Press: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**(3) Program Coordinator, Resolution #03-13**

Request from Interim District Manager Debbie Williams to approve the proposed job description for the Program Coordinator, subject to final review and approval of counsel, Resolution #03-13.

BOARD ADOPTED RESOLUTION #03-13

APPROVING THE JOB DESCRIPTION FOR THE PROGRAM COORDINATOR.

**Cyr-Press: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**(4) Administrative Assistant, Resolution #04-13**

Request from Interim District Manager Debbie Williams to approve the proposed job description for the Administrative Assistant, subject to final review and approval of counsel, Resolution #04-13.

BOARD ADOPTED RESOLUTION #04-13

APPROVING THE JOB DESCRIPTION FOR THE ADMINISTRATIVE ASSISTANT.

**Cyr-Press: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**F. Approval of Revised Policy Manual Chapters.**

Interim District Manager Williams gave a brief explanation of the policy manual chapter revisions.

**(1) Chapter 1 : Introduction, Resolution #05-13**

Request from Interim District Manager Debbie Williams to approve the proposed policy manual chapter 1, subject to final review and approval of counsel, Resolution #05-13.

BOARD ADOPTED RESOLUTION #05-13

APPROVING THE POLICY MANUAL CHAPTER 1.

**Duhart – Cyr: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**(2) Chapter 2 : Administration, Resolution # 06-13**

Request from Interim District Manager Debbie Williams to approve the proposed policy manual chapter 2, subject to final review and approval of counsel,

Resolution #06-13.

BOARD ADOPTED RESOLUTION #06-13

APPROVING THE POLICY MANUAL CHAPTER 2.

**Duhart – Cyr: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**(3) Chapter 3 : Board of Directors, Resolution # 07-13**

Request from Interim District Manager Debbie Williams to approve the proposed policy manual chapter 3, subject to final review and approval of counsel, Resolution #07-13.

BOARD ADOPTED RESOLUTION #07-13

APPROVING THE POLICY MANUAL CHAPTER 3.

**Duhart – Cyr: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**(4) Chapter 5 : Marketing, Resolution # 08-13**

Request from Interim District Manager Debbie Williams to approve the proposed policy manual chapter 5, subject to final review and approval of counsel, Resolution #08-13.

BOARD ADOPTED RESOLUTION #08-13

APPROVING THE POLICY MANUAL CHAPTER 5.

**Duhart – Cyr: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**(5) Chapter 8 : Public Relations, Resolution # 09-13**

Request from Interim District Manager Debbie Williams to approve the proposed policy manual chapter 8, subject to final review and approval of counsel, Resolution #09-13.

BOARD ADOPTED RESOLUTION #09-13

APPROVING THE POLICY MANUAL CHAPTER 8.

**Duhart – Cyr: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**(6) Chapter 10 : Development, Resolution #10-13**

Request from Interim District Manager Debbie Williams to approve the proposed policy manual chapter 10, subject to final review and approval of counsel, Resolution #10-13.

BOARD ADOPTED RESOLUTION #10-13

APPROVING THE POLICY MANUAL CHAPTER 10.

**Duhart – Cyr: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

**G. Approval of Revised Medical Benefit, Resolution #11-13**

Interim District Manager Williams gave a brief explanation of the current medical benefit.

Williams also explained the details of the new proposed medical benefit.

The proposed medical benefit would save the District 74% monthly as well as annually per employee. The District would contribute a total of \$525.00 per month per qualifying employee for the proposed medical benefit.



Secretary Rush asked if there would be an option that would cover the employee up to 100%. Interim District Manager Williams stated that there would be that option for the qualifying employee.

Request from Interim District Manager Debbie Williams to approve the revised medical benefit, subject to review by counsel, to be implemented by March 1, 2013, Resolution #11-13.  
BOARD ADOPTED RESOLUTION #11-13  
APPROVING THE REVISED MEDICAL BENEFIT.  
**Press - Rush; Ayes: Stewart; Press; Rush; Cyr; Duhart.**  
**Noes: None. Motion Carried**

**H. Approval of Revised Retirement Benefit, Resolutions #12-13, #13-13, and #14-13.**

Interim District Manager Williams gave a brief explanation of the current retirement benefit. Williams also explained the details of the revised retirement benefit, as well as the proposed changes to the retirement benefit over the next three years.  
Effective February 1, 2013 the benefit will consist of paying 6% of the normal member contribution as Employee Paid Member Contribution.  
Effective February 1, 2014 the benefit will consist of paying 5% of the normal member contribution as Employee Paid Member Contribution.  
Effective February 1, 2015 the benefit will consist of paying 4% of the normal member contribution as Employee Paid Member Contribution.

Request from Interim District Manager Debbie Williams to approve the revised retirement benefit, subject to review by counsel, effective February 1, 2013, Resolution #12-13.  
BOARD ADOPTED RESOLUTION #12-13  
APPROVING THE REVISED RETIREMENT BENEFIT EFFECTIVE FEBRUARY 1, 2013.  
**Rush - Cyr; Ayes: Stewart; Press; Rush; Cyr; Duhart.**  
**Noes: None. Motion Carried**

Request from Interim District Manager Debbie Williams to approve the revised retirement benefit, subject to review by counsel, effective February 1, 2014, Resolution #13-13.  
BOARD ADOPTED RESOLUTION #13-13  
APPROVING THE REVISED RETIREMENT BENEFIT EFFECTIVE FEBRUARY 1, 2014.  
**Rush - Cyr; Ayes: Stewart; Press; Rush; Cyr; Duhart.**  
**Noes: None. Motion Carried**

Request from Interim District Manager Debbie Williams to approve the revised retirement benefit, subject to review by counsel, effective February 1, 2015, Resolution #14-13.  
BOARD ADOPTED RESOLUTION #14-13  
APPROVING THE REVISED RETIREMENT BENEFIT EFFECTIVE FEBRUARY 1, 2015.  
**Rush - Cyr; Ayes: Stewart; Press; Rush; Cyr; Duhart.**  
**Noes: None. Motion Carried**

**10. REPORTS OF STANDING COMMITTEES**

None

**11. BOARD OF DIRECTORS TIME**

The Board thanked Interim District Manager Debbie Williams for her work.

**12. OTHER BUSINESS**

None

**13. ADJOURNMENT**

Having no further business the meeting was adjourned at 7:08 P.M. to the next Regular Board meeting of the Directors of Tehachapi Valley Recreation and Parks District scheduled on February 19, 2013.

**Rush – Press: Ayes: Stewart; Press; Rush; Cyr; Duhart.**

**Noes: None. Motion Carried**

Minutes to be approved at the  
Board Meeting held on February 19, 2013.

Respectfully Submitted,

---

Carrie Champlin, Acting Clerk of the Board

Tehachapi Valley Recreation & Parks  
District  
**Financials**  
January 2013

Prepared without audit by Better Ledger Inc

**Tehachapi Valley Recreation and Park District**  
**Balance Sheet**  
As of January 31, 2013

	Total
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury Special Revenue Fund	
1001 Cash in County Treasury-General Fund	229,984.41
1002 Cash in County Treasury-Master Plan	4,445.24
1003 Cash in County Treasury-Quimby	81,898.56
Total 1000 Cash in County Treasury Special Revenue Fund	<u>316,328.21</u>
1004 Check BOTS 4470	44,840.27
1005 County Treasury Capital Projects Fund	435,511.15
1010 Checkign BOTS Transfer Account	1,131.00
1020 Checking BOTS Revolving Account	13,416.59
1100 Petty Cash Fund	200.00
Total Bank Accounts	<u>\$811,427.22</u>
Accounts Receivable	
1200 Accounts Receivable	2,034.00
Total Accounts Receivable	<u>\$2,034.00</u>
Other current assets	
1070 Prepaid Expenses	13,801.64
Total Other current assets	<u>\$13,801.64</u>
Total Current Assets	<u>\$827,262.86</u>
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,446,433.41
1163 Equipment	524,638.40
1164 Swimming Pool & Building	265,383.67
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,238,610.00
Total Fixed Assets	<u>\$1,133,328.54</u>
<b>TOTAL ASSETS</b>	<u><u>\$1,960,591.40</u></u>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	12,256.21
Total Accounts Payable	<u>\$12,256.21</u>
Credit Cards	
2010 Cardmember Services Payable	419.84
2014 Home Depot Payable	687.96
Total Credit Cards	<u>\$1,107.80</u>
Other Current Liabilities	

	<b>Total</b>
2022 Accrued Vacation	0.00
2022.2 Accrued Vacation Other Employees	4,799.07
<b>Total 2022 Accrued Vacation</b>	<b>4,799.07</b>
<b>Total Other Current Liabilities</b>	<b>\$4,799.07</b>
<b>Total Current Liabilities</b>	<b>\$18,163.08</b>
<b>Long-Term Liabilities</b>	
2300 Capital Lease - John Deere	1,074.53
<b>Total Long-Term Liabilities</b>	<b>\$1,074.53</b>
<b>Total Liabilities</b>	<b>\$19,237.61</b>
<b>Equity</b>	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	1,132,680.57
3014 Needed for Debt	-1,074.53
<b>Total 3010 Net Investment In Capital Assets</b>	<b>1,131,606.04</b>
<b>3020 Restricted Funds</b>	
3022 Capital Projects	427,925.19
3024 Master Plan	39,257.00
<b>Total 3020 Restricted Funds</b>	<b>467,182.19</b>
<b>3030 Unrestricted Funds</b>	<b>383,378.29</b>
3110 Retained Earnings	-476.00
Net Income	-40,336.73
<b>Total Equity</b>	<b>\$1,941,353.79</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,960,591.40</b>

Tuesday, Feb 19, 2013 06:00:58 AM PST GMT-8 - Accrual Basis

**Tehachapi Valley Recreation and Park District**  
**Profit & Loss**  
January 2013

	Total	
	Jan 2013	Jul 2012 - Jan 2013 (YTD)
<b>Income</b>		
4010 Property Taxes	8,335.39	408,054.53
4020 Interest Income	748.01	1,466.24
4030 Adult Program Revenues	2,226.00	26,895.59
4050 Facility Revenue	4,768.00	71,264.31
4200 Contracted Classes Revenues	2,375.50	10,425.50
4210 Events Revenues		12,748.52
4300 Youth Program Revenues	6,660.00	69,699.21
<b>Total Income</b>	<b>\$25,112.90</b>	<b>\$600,553.90</b>
<b>Cost of Goods Sold</b>		
5001 Adult Program Costs	822.26	1,383.45
5004 Contracted Classes Costs	1,994.50	8,820.23
5005 Events Costs		5,858.54
5008 Youth Program Costs	1,159.56	15,078.18
<b>Total Cost of Goods Sold</b>	<b>\$3,976.32</b>	<b>\$31,140.40</b>
<b>Gross Profit</b>	<b>\$21,136.58</b>	<b>\$569,413.50</b>
<b>Expenses</b>		
6000 Employee Costs	20,569.51	273,820.46
7010 Advertising & Marketing	3,328.40	12,395.16
7020 Bank Service Charges	180.98	1,767.33
7025 Cash Short/Over		-230.04
7030 Dues & Subscriptions	625.00	795.00
7035 Equipment Rents & Leases		1,030.27
7050 Insurance	1,394.36	8,007.37
7056 Interest Expense		70.13
7060 Licenses & Fees		645.00
7070 Maintenance	5,951.16	50,586.37
7080 Master Plan Expenses		34,844.86
7085 Misc Prior Year Adjustments		3,539.65
7090 Office Supplies	574.29	6,523.25
7110 Payroll Voucher Service		1,480.22
7120 Professional Development		2,077.31
7150 Professional Fees	7,473.90	58,168.15
7160 Property Tax Collection Fee		-25.00
7180 Security		1,081.18
7210 Telephone	1,160.83	7,257.05
7250 Utilities	9,211.17	77,567.62
<b>Total Expenses</b>	<b>\$50,469.60</b>	<b>\$541,401.34</b>
<b>Net Operating Income</b>	<b>\$ -29,333.02</b>	<b>\$28,012.16</b>
<b>Other Income</b>		
8040 TVRPD Development Fee Revenues		6,411.00
<b>Total Other Income</b>	<b>\$0.00</b>	<b>\$6,411.00</b>

	Total	
	Jan 2013	Jul 2012 - Jan 2013 (YTD)
<b>Other Expenses</b>		
<b>8505 Quimby Expense</b>		74,759.89
<b>Total Other Expenses</b>	<b>\$0.00</b>	<b>\$74,759.89</b>
<b>Net Other Income</b>	<b>\$0.00</b>	<b>\$ -68,348.89</b>
<b>Net Income</b>	<b>\$ -29,333.02</b>	<b>\$ -40,336.73</b>

Tuesday, Feb 19, 2013 06:17:17 AM PST GMT-8 - Accrual Basis

**Tehachapi Valley Recreation and Park District**  
**Statement of Cash Flows**  
July 2012 - January 2013

	<b>Total</b>
<b>OPERATING ACTIVITIES</b>	
Net Income	-40,336.73
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-2,034.00
1040 Taxes Receivable	226.58
1070 Prepaid Expenses	-1,655.64
1085 Interest Receivable	2,701.18
2000 Accounts Payable	-17,176.62
2010 Cardmember Services Payable	341.67
2014 Home Depot Payable	687.96
2021 Accrued Salaries & Wages	-23,193.55
2022 Accrued Vacation	-37,443.64
2022.2 Accrued Vacation:Accrued Vacation Other Employees	4,799.07
2023 Accrued FICA	-1,379.46
Net cash provided by operating activities	<b>\$ -114,463.18</b>
<b>INVESTING ACTIVITIES</b>	
1163 Equipment	-647.97
Net cash provided by investing activities	<b>\$ -647.97</b>
<b>FINANCING ACTIVITIES</b>	
3030 Unrestricted Funds	-16,797.91
3110 Retained Earnings	16,797.91
Net cash provided by financing activities	<b>\$0.00</b>
Net cash increase for period	<b>\$ -115,111.15</b>
Cash at beginning of period	926,538.37
Cash at end of period	<b>\$811,427.22</b>

Tuesday, Feb 19, 2013 06:20:56 AM PST GMT-8



**Tehachapi Valley Recreation and Park District**  
**Budget vs. Actuals: Budget - FY13 P&L**  
 July 2012 - January 2013

	Total			
	Actual	Budget	Remaining	% of Budget
<b>Income</b>				
4010 Property Taxes	408,054.53	732,272.00	324,217.47	55.72 %
4020 Interest Income	1,466.24	2,500.00	1,033.76	58.65 %
4030 Adult Program Revenues	26,895.59	29,360.00	2,464.41	91.61 %
4050 Facility Revenue	71,264.31	113,890.00	42,625.69	62.57 %
4110 Miscellaneous Income (deleted)		40,000.00	40,000.00	
4170 Master Plan - Funding Income		35,000.00	35,000.00	
4200 Contracted Classes Revenues	10,425.50	23,000.00	12,574.50	45.33 %
4210 Events Revenues	12,748.52	23,200.00	10,451.48	54.95 %
4300 Youth Program Revenues	69,699.21	147,410.00	77,710.79	47.28 %
<b>Total Income</b>	<b>\$600,553.90</b>	<b>\$1,146,632.00</b>	<b>\$546,078.10</b>	<b>52.38 %</b>
<b>Cost of Goods Sold</b>				
5001 Adult Program Costs	1,383.45	1,333.00	-50.45	103.78 %
5004 Contracted Classes Costs	8,820.23	15,345.00	6,524.77	57.48 %
5005 Events Costs	5,858.54	10,664.00	4,805.46	54.94 %
5008 Youth Program Costs	15,078.18	29,490.00	14,411.82	51.13 %
<b>Total Cost of Goods Sold</b>	<b>\$31,140.40</b>	<b>\$56,832.00</b>	<b>\$25,691.60</b>	<b>54.79 %</b>
<b>Gross Profit</b>	<b>\$569,413.50</b>	<b>\$1,089,800.00</b>	<b>\$520,386.50</b>	<b>52.25 %</b>
<b>Expenses</b>				
6000 Employee Costs				
6010 Salaries & Wages				
6012 Administrative Wages	34,189.16	125,768.00	91,578.84	27.18 %
6013 Adult Program Wages	12,072.60	7,300.00	-4,772.60	165.38 %
6014 Maintenance Wages	73,090.88	121,891.00	48,800.12	59.96 %
6015 Gym Supervisor	6,754.30	15,000.00	8,245.70	45.03 %
6016 Recreation Supervisor		22,500.00	22,500.00	
6017 Recreation Coordinator	16,806.40	27,000.00	10,193.60	62.25 %
6019 Youth Program Wages	53,515.10	111,308.00	57,792.90	48.08 %
<b>Total 6010 Salaries &amp; Wages</b>	<b>196,428.44</b>	<b>430,767.00</b>	<b>234,338.56</b>	<b>45.60 %</b>
6050 Benefits				
6051 Employee Group Insurance (Med.)	33,031.15	89,340.00	56,308.85	36.97 %
6053 Employee Grp. Ins. (Vision)	475.50	1,900.00	1,424.50	25.03 %
6055 Employee Retirement-PERS	6,938.31	15,000.00	8,061.69	46.26 %
6057 EPS & Dental	1,096.68	3,000.00	1,903.32	36.56 %
6058 FICA	17,435.53	31,500.00	14,064.47	55.35 %
6059 Unemployment Insurance	7,568.86	12,000.00	4,431.14	63.07 %
6090 Worker's Compensation Insurance	10,845.99	15,000.00	4,154.01	72.31 %
<b>Total 6050 Benefits</b>	<b>77,392.02</b>	<b>167,740.00</b>	<b>90,347.98</b>	<b>46.14 %</b>
<b>Total 6000 Employee Costs</b>	<b>273,820.46</b>	<b>598,507.00</b>	<b>324,686.54</b>	<b>45.75 %</b>
7010 Advertising & Marketing	12,395.16	8,000.00	-4,395.16	154.94 %
7020 Bank Service Charges	1,767.33	2,700.00	932.67	65.46 %
7025 Cash Short/Over	-230.04	0.00	230.04	

	Total			
	Actual	Budget	Remaining	% of Budget
7030 Dues & Subscriptions	795.00	2,200.00	1,405.00	36.14 %
7035 Equipment Rents & Leases	1,030.27	3,700.00	2,669.73	27.85 %
7050 Insurance				
7051 Auto Insurance	1,763.44	0.00	-1,763.44	
7053 Property Insurance	4,800.81	0.00	-4,800.81	
7055 Liability Insurance	1,443.12	19,000.00	17,556.88	7.60 %
Total 7050 Insurance	<b>8,007.37</b>	<b>19,000.00</b>	<b>10,992.63</b>	<b>42.14 %</b>
7056 Interest Expense	70.13		-70.13	
7060 Licenses & Fees	645.00	2,500.00	1,855.00	25.80 %
7070 Maintenance				
7072 Building Maintenance	5,378.93	7,400.00	2,021.07	72.69 %
7074 Equipment Maintenance	2,750.14	6,000.00	3,249.86	45.84 %
7075 Fuel	9,532.77	16,000.00	6,467.23	59.58 %
7076 Janitorial Supplies	8,313.64	7,500.00	-813.64	110.85 %
7078 Materials & Supplies	25,160.95	57,600.00	32,439.05	43.68 %
7079 Fleet Maintenance	-550.06	5,000.00	5,550.06	-11.00 %
Total 7070 Maintenance	<b>50,586.37</b>	<b>99,500.00</b>	<b>48,913.63</b>	<b>50.84 %</b>
7080 Master Plan Expenses	34,844.86	102,047.00	67,202.14	34.15 %
7085 Misc Prior Year Adjustments	3,539.65	0.00	-3,539.65	
7090 Office Supplies	6,523.25	10,000.00	3,476.75	65.23 %
7110 Payroll Voucher Service	1,480.22	5,600.00	4,119.78	26.43 %
7120 Professional Development	2,077.31	3,500.00	1,422.69	59.35 %
7150 Professional Fees				
7151 Annual Audit	6,250.00	0.00	-6,250.00	
7152 Accounting	7,045.00	7,800.00	755.00	90.32 %
7155 Legal	9,347.33	22,000.00	12,652.67	42.49 %
7158 Intrim District Manager	35,525.82	42,000.00	6,474.18	84.59 %
Total 7150 Professional Fees	<b>58,168.15</b>	<b>71,800.00</b>	<b>13,631.85</b>	<b>81.01 %</b>
7160 Property Tax Collection Fee	-25.00	7,500.00	7,525.00	-0.33 %
7170 Publications & Legal		1,000.00	1,000.00	
7180 Security	1,081.18	1,200.00	118.82	90.10 %
7210 Telephone	7,257.05	7,800.00	542.95	93.04 %
7250 Utilities				
7252 Electric Service	42,426.45	56,542.00	14,115.55	75.04 %
7254 Gas Service	10,076.91	18,140.00	8,063.09	55.55 %
7256 Sanitation Services	11,172.34	0.00	-11,172.34	
7258 Water Service	13,891.92	8,200.00	-5,691.92	169.41 %
Total 7250 Utilities	<b>77,567.62</b>	<b>82,882.00</b>	<b>5,314.38</b>	<b>93.59 %</b>
Total Expenses	<b>\$541,401.34</b>	<b>\$1,029,436.00</b>	<b>\$488,034.66</b>	<b>52.59 %</b>
Net Operating Income	<b>\$28,012.16</b>	<b>\$60,364.00</b>	<b>\$32,351.84</b>	<b>46.41 %</b>
Other Income				
8040 TVRPD Development Fee Revenues	6,411.00	0.00	-6,411.00	
Total Other Income	<b>\$6,411.00</b>	<b>\$0.00</b>	<b>\$ -6,411.00</b>	<b>0.00%</b>
Other Expenses				
8505 Quimby Expense	74,759.89	0.00	-74,759.89	
Total Other Expenses	<b>\$74,759.89</b>	<b>\$0.00</b>	<b>\$ -74,759.89</b>	<b>0.00%</b>

	Total			
	Actual	Budget	Remaining	% of Budget
Net Other Income	\$ -68,348.89	\$0.00	\$68,348.89	0.00%
Net Income	\$ -40,336.73	\$60,364.00	\$100,700.73	-66.82 %

Tuesday, Feb 19, 2013 06:02:21 AM PST GMT-8 - Accrual Basis

**Tehachapi Valley Recreation and Park District**  
**Check Detail**  
**January 2013**

Date	Transaction Type	Num	Name	Memo/Description	Amount
<b>1004 Check BOTS 4470</b>					
01/31/2013	Check	10002	Cash/Carrie Champlin	Petty Cash Reconciliation	-116.17
				Subway - Meeting W/CAPRI	25.61
				King Of Siam - Meeting	20.00
				Band-aids for WPAC	17.16
				Launder dust mops - WPAC	5.50
				Vacuum bags - WPAC	10.30
				Computer cable and headphones	37.60
01/31/2013	Bill Payment (Check)	10018	My Printing Company		-376.90
					-376.90
01/31/2013	Bill Payment (Check)	10017	Chriso's Tree Trimming		-75.00
					-75.00
01/31/2013	Bill Payment (Check)	10016	Verizon Wireless		-203.95
					-203.95
01/31/2013	Bill Payment (Check)	10015	M & M's Sports, Uniforms & Embroidery		-188.76
					-188.76
01/31/2013	Bill Payment (Check)	10014	ATT U-verse		-45.00
					-45.00
01/31/2013	Bill Payment (Check)	10013	Pennyworth Recreation Assoc		-2,570.00
					-2,570.00
01/31/2013	Bill Payment (Check)	10012	Clifford & Brown		-928.90
					-928.90
01/31/2013	Bill Payment (Check)	10011	CALPERS		-212.32
					-212.32
01/31/2013	Bill Payment (Check)	10010	Better Ledger		-295.00
					-295.00

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/31/2013	Bill Payment (Check)	10009	Hilltop Publishers		-60.00
					-60.00
01/31/2013	Bill Payment (Check)	10008	Southern California Edison		-3,042.68
					-3,042.68
01/31/2013	Bill Payment (Check)	10007	Chevron and Texaco	7898196931	-882.41
					-882.41
01/31/2013	Bill Payment (Check)	10006	AT&T Atlanta	020 440 9337 001	-169.16
					-169.16
01/31/2013	Bill Payment (Check)	10005	AT&T Carol Stream	661 822-0907 082 7	-621.34
					-621.34
01/31/2013	Bill Payment (Check)	10004	Argo Chemical Incorporated		-512.73
					-512.73
<b>1010 Checkign BOTS Transfer Account</b>					
01/04/2013	Check		Worldpay Mthly Chgs		-161.98
					161.98
01/17/2013	Check		Dep Item Ret		-5.00
					5.00
01/17/2013	Check		NSF Check		-50.00
					-50.00
01/28/2013	Check	Transfer	Bank of the Sierra		-8,222.05
					8,222.05
01/31/2013	Check		Bank of the Sierra		-14.00
					14.00
<b>1020 Checking BOTS Revolving Account</b>					
01/02/2013	Bill Payment (Check)	10201	Quill .com	C7189998	-106.88
					-106.88
01/02/2013	Bill Payment (Check)	10199	Century Glass		-46.94
					-46.94
01/02/2013	Bill Payment (Check)	10203	Verizon Wireless		-203.95

Date	Transaction Type	Num	Name	Memo/Description	Amount
					-203.95
01/02/2013	Bill Payment (Check)	10202	Tel-Tec Security System, Inc.	6532	-267.18
					-267.18
01/02/2013	Bill Payment (Check)	10200	Clifford & Brown		-1,132.48
					-1,132.48
01/02/2013	Bill Payment (Check)	10198	AT&T Carol Stream	661 822-0907 082 7	-45.00
					-45.00
01/07/2013	Bill Payment (Check)	10204	Chevron and Texaco	7898196931	-784.54
					-784.54
01/09/2013	Bill Payment (Check)	10206	AT&T Carol Stream	661 822-0907 082 7	-602.48
					-602.48
01/09/2013	Bill Payment (Check)	10218	Southern California Edison		-3,899.43
					-3,899.43
01/09/2013	Bill Payment (Check)	10213	M & M's Sports, Uniforms & Embroidery		-2,580.22
					-2,580.22
01/09/2013	Bill Payment (Check)	10208	CALPERS		-212.32
					-212.32
01/09/2013	Bill Payment (Check)	10222	The Tire Store	T Park	-20.00
					-20.00
01/09/2013	Bill Payment (Check)	10221	Tel-Tec Security System, Inc.	6532	-72.00
					-72.00
01/09/2013	Bill Payment (Check)	10214	Mojave Sanitation		-1,262.72
					-1,262.72
01/09/2013	Bill Payment (Check)	10207	Benz Construction Services		-220.08
					-220.08
01/09/2013	Bill Payment (Check)	10210	Caroline Moore		-369.82
					-369.82

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/09/2013	Bill Payment (Check)	10217	Ranch Service & Supply Co.		-265.24
					-265.24
01/09/2013	Bill Payment (Check)	10205	AT&T Atlanta	020 440 9337 001	-305.78
					-305.78
01/09/2013	Bill Payment (Check)	10211	Century Glass	Voided	0.00
					0.00
01/09/2013	Bill Payment (Check)	10223	Waxie Sanitary Supply	26482	-102.56
					-102.56
01/09/2013	Bill Payment (Check)	10216	Pennyworth Recreation Assoc		-1,100.00
					-1,100.00
01/09/2013	Bill Payment (Check)	10220	Tehachapi News	VTVR00	-107.00
					-107.00
01/09/2013	Bill Payment (Check)	10215	NAPA Auto Parts	2795	-63.22
					-63.22
01/09/2013	Bill Payment (Check)	10219	Sparks Arts	1463	-663.54
					-663.54
01/09/2013	Bill Payment (Check)	10212	Home 4 Less		-109.46
					-109.46
01/09/2013	Bill Payment (Check)	10209	CAPRI		-8,366.00
					-8,366.00
01/15/2013	Check		Better Ledger		-650.00
					650.00
01/17/2013	Bill Payment (Check)	10224	CAPRI		-5,325.00
					-5,325.00
01/17/2013	Bill Payment (Check)	10225	MIG, Inc.	05296.00	-1,001.01
					-1,001.01
01/17/2013	Bill Payment (Check)	10226	AT&T Carol Stream	661 822-0907 082 7	-1.26
					-1.26

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/17/2013	Bill Payment (Check)	10227	All American Tire & Service Center, LLC		-15.00
					-15.00
01/17/2013	Bill Payment (Check)	10228	Dresser Services Inc		-944.00
					-944.00
01/17/2013	Bill Payment (Check)	10229	Waxie Sanitary Supply	26482	-785.40
					-785.40
01/17/2013	Bill Payment (Check)	10230	Pioneer	23228	-8.97
					-8.97
01/17/2013	Bill Payment (Check)	10231	Auto Zone, Inc.	164524	-13.92
					-13.92
01/17/2013	Bill Payment (Check)	10232	Melissa Bonner		-164.50
					-164.50
01/17/2013	Bill Payment (Check)	10233	Pennyworth Recreation Assoc		-2,780.00
					-2,780.00
01/17/2013	Bill Payment (Check)	10234	Hilltop Publishers		-60.00
					-60.00
01/17/2013	Bill Payment (Check)	10235	Home Depot Credit Services		-231.83
					-231.83
01/17/2013	Bill Payment (Check)	10236	Avaya, Inc.		-118.35
					-118.35
01/17/2013	Bill Payment (Check)	10237	'hachapi Tees		-762.00
					-762.00
01/17/2013	Bill Payment (Check)	10238	Knorr Systems, Inc.		-1,879.06
					-1,879.06
01/17/2013	Bill Payment (Check)	10239	Southern California Edison	Voided	0.00
					0.00
01/17/2013	Bill Payment	10240	Tehachapi Cummings		-4.50



Date	Transaction Type	Num	Name	Memo/Description	Amount
	(Check)		Water District		-4.50
01/17/2013	Bill Payment (Check)	10241	The Gas Company	Voided	0.00
					0.00
01/17/2013	Bill Payment (Check)	10242	CALPERS		-311.46
					-311.46
01/17/2013	Bill Payment (Check)	10243	Quill .com	C7189998	-47.86
					-47.86
01/17/2013	Bill Payment (Check)	10244	Anthem Blue Cross		-1,434.90
					-1,434.90
01/17/2013	Bill Payment (Check)	10245	Cardmember Service	4798 5100 4452 9143	-4,840.10
					-4,840.10
01/17/2013	Bill Payment (Check)	10246	City of Tehachapi	00043-001	-184.72
					-184.72
01/17/2013	Bill Payment (Check)	10247	Southern California Edison		-492.84
					-492.84
01/17/2013	Bill Payment (Check)	10248	The Gas Company		-3,588.66
					-3,588.66
01/28/2013	Check	Transfer	Bank of the Sierra		-41,713.39
					41,713.39

Monday, Feb 18, 2013 09:53:52 PM PST GMT-8

Debbie Williams <d.williams@tvrpd.org>

Cc: Robert Miller <RMiller@capri-jpa.org>, Pat Cabulagan <PCabulagan@capri-jpa.org>

Assembly Bill 265/Dog Parks

February 21, 2013 11:32 AM



Hello CARPD Members,

As stated in the attached Legislative Digest regarding AB 262 and dog parks:

"Existing law governs the tort liability and immunity of, and claims and actions against, a public entity, including a city, county, and city and county. Existing law makes the owner of any dog civilly liable for the damages suffered by any person who is bitten by the dog while in a public place or lawfully in a private place, as specified, regardless of the former viciousness of the dog or the owner's knowledge of such viciousness.

This bill would provide that a city, county, or city and county that owns or operates a dog park with specified signage is immune from civil liability for damages suffered by any person or dog who is bitten by a dog or suffers any other dog-inflicted injury while in the dog park."

Regrettably, this proposed legislation does not include Recreation and Park Special Districts. As many of our members currently have dog parks or are considering adding dog parks in the future, we are attempting to add recreation and park special districts to the proposed legislation so they can benefit from this liability immunity. To assist our lobbyist we have been asked to provide him with information about our dog park ownership. Please answer the three questions below and forward that information to us as-soon-as possible.

1. Does your district currently own/operate a dog park?
2. If so, please provide name and location information.
3. Is your district considering owning and/or operating a dog park?

Please forward all responses to Robert Miller at [rmiller@capri-jpa.org](mailto:rmiller@capri-jpa.org)

If you have already forwarded this information to our office, it is not necessary to do so again.

Thank you,

Tara Tappan  
Administrative Assistant  
CAPRI & CARPD

6341 Auburn Blvd., Suite A  
Citrus Heights, CA 95621-5203  
Phone: (916) 722-5550  
Fax: (916) 722-5715  
E-Mail: [ttappan@capri-jpa.org](mailto:ttappan@capri-jpa.org)



# CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY

6341 Auburn Boulevard, Suite A  
Citrus Heights, CA 95621-5203  
(916) 722-5550 • (916) 722-5715 Fax

RECEIVED  
JAN 31 REC'D

January 28, 2013

Debbie Williams  
Tehachapi Valley Recreation and Park District  
P.O. Box 373  
Tehachapi, CA 93581-0373

Dear Ms. Williams:

Thank you for the time you and your staff devoted to the Cycle 13 district visitation that took place on January 8, 2013.

As you know, CAPRI is a risk-sharing pool, which means that the effective risk management and loss prevention efforts of every member district have a direct impact on the results of the entire pool. The district visitation process is one of the many resources that CAPRI provides its members to enhance those efforts.

The enclosed evaluation and recommendations are a result of the survey of facilities and our review of administration and operations generated. In accordance with CAPRI guidelines, we ask that the district respond in writing to the recommendations within 45 days of this letter.

**Response Date: March 14, 2013**

If you have any questions about the enclosed visitation report, please call our office.

Sincerely,

Robert Miller  
Risk Manager

## **DISTRICT VISITATION**

**PREPARED FOR:**

Debbie Williams  
Tehachapi Valley Recreation and Park District  
P.O. Box 373  
Tehachapi, CA 93561

**STAFF INTERVIEWED:**

Debbie Williams

**LOCATIONS VISITED:**

District Office

**DATE OF VISIT:**

January 8, 2013

**SURVEYED BY:**

Robert Miller, Risk Manager

This survey cannot and does not address every potential unsafe practice or condition of the District. CAPRI, its staff and Board of Directors, neither assume responsibility nor warrant nor represent that the facilities, work sites, operations and/or equipment surveyed are safe or healthful or in compliance with any law, rule or regulation.

## TEHACHAPI VALLEY RECREATION AND PARK DISTRICT

### Purpose of the Visit

The visit to your District was part of an ongoing effort by CAPRI to assist members in running a safe, healthy operation. We want to acknowledge successes and progress, as well as identify areas for improvement. We strive to be a resource, sharing information from your peers around the state about how they reduce losses and manage risk.

### Conclusion

The overall evaluation of Tehachapi Valley Recreation and Park District is **Unsatisfactory**.

## OBSERVATIONS AND RECOMMENDATIONS

### SAFETY COMMITTEE

District Safety Committees are required to meet no less than quarterly, with minutes of the meetings sent to CAPRI within 60 days of the date of the meeting. The composition of the Committee should reflect the operations of the District. Strong committees don't stop with recognizing hazards or needed corrections. They follow through on those corrections and document their results. They inspect District sites and review site inspection reports. When necessary, they investigate employee and patron accidents, including near misses. Committee minutes accurately reflect discussions of the agenda items.

*Over the past couple of years, this district has had several administrators. The current Administrator is there on an interim basis only. The Administrator is doing what she can to raise the standards at the district. That being said, at the time of the visit, the District no longer had a functioning safety committee.*

**Recommendation 2013 - 01** *The CAPRI Board of Directors believes that having a well-functioning safety committee is an important component of good risk management. They believe so strongly in the importance of a well-functioning safety committee that they made this one of the requirements of membership in CAPRI. A well-functioning safety committee meets at least on a quarterly basis and sends copies of their minutes to the CAPRI office within 60 days of the date of the meeting. Membership of the committee should be made up of representatives of the various operations of the district. Committee discussions should involve a wide-range of safety and training subjects. Facility inspections should be reviewed on a regular basis. Post-loss analysis of patron and employee accidents should be conducted when the accident potentially involves serious injury or a repeat of the occurrence. Safety committees should actively participate in determining the root causes of any accidents or injuries. Finally, the committee minutes should accurately reflect the discussions of the agenda items. It is strongly recommended that the District start up their safety committee as-soon-as possible.*

## INSPECTION AND MAINTENANCE

The District should have a regularly scheduled inspection system. Inspection forms should be specific to the needs of the site being reviewed. There should be documentation of repairs made by the inspector during the inspection process. There should be a clear path documenting corrections that cannot be completed during the inspection process. Forms need to be initialed or signed and dated.

*Good. A review of the District's inspection reports shows that District inspections take place on a regular basis and are well documented. The inspection forms are site-specific and are signed and dated by the inspector. When larger repairs are needed, the inspector calls in the need for the repair, and steps are immediately taken to initiate repairs.*

## SCREENING AND REVIEW

Public Resources Code Section 5164 prohibits special districts from hiring an employee or volunteer for a position having supervisory or disciplinary authority over any minor if they have been convicted of certain crimes. To assist our members in screening prospective employees and volunteers, CAPRI requires the use of a preemployment, criminal background-screening questionnaire. Moreover, all employees and volunteers who work with minors shall first be fingerprinted and pass a background check through the State Department of Justice.

One of the largest exposures faced by both CAPRI and members is that of vehicle use. CAPRI requires that members verify at least on an annual basis the driving record of anyone who operates a District vehicle or their personal vehicle on District business. Motor vehicle reports (MVR's) must be current for all such employees. Vehicle proof of insurance must also be current for all employees who operate their own vehicles on District business. The District should have the means to deal with a driver who loses their license or whose driving record becomes unacceptable.

Both Federal and State laws prohibit sexual harassment in the workplace. Existing law further requires every employer to be proactive, to ensure a workplace free of sexual harassment. California's AB 1825 requires employers to provide a minimum of two (2) hours of effective interactive training. Training applies to all supervisory employees who are employed as of July 1, 2005 and to all new supervisory employees within six (6) months of their assumption of a supervisory position. Districts should have documentation of their supervisors' sexual harassment training.

*The District does not comply with PRC 5164 as they are not requiring all employees and volunteers with direct control or supervision of children to undergo a fingerprint background check. They are not conducting Motor Vehicle background checks, and they are not documenting employee proof of insurance for those employees using their personal vehicles on District business. The District has established written policies for dealing with employees whose driving records become unacceptable. Finally, the District does not comply with AB 1825, as their supervisors' have not completed their sexual harassment training or biannual refresher training.*

**Recommendation 2013 - 02** *One of the seven (7) Requirements and Standards established by the CAPRI Board of Directors is to comply with Public Resource Code Section 5164. This code section prohibits all special districts from hiring individuals as either employees or volunteers into positions where they would have supervisory or disciplinary responsibilities over minors if that individual has been convicted of certain crimes. The District should not place individuals into positions where they would have supervisory responsibilities over minors until that individual has successfully passed a fingerprint background check. At the time of the visit, the District was unable to provide proof of their fingerprint background checks. It is recommended that the District find a way to get this information, either from the former employee who had this responsibility, or from the Department of Justice as-soon-as possible.*

**Recommendation 2013 - 03** *AB 1825 requires California employers to provide two (2) hours of classroom or other effective interactive training aimed at instructing supervisors in federal and state laws that prohibit sexual harassment in the workplace. This training applies to all supervisors who are employed as of July 1, 2005, and to all newly appointed supervisors within six (6) months of their assumption of a supervisory position. It is recommended that the District send their supervisors to a qualified training program as-soon-as possible to comply with AB 1825. Please be advised that this training is available through our Target Safety training platform.*

**Recommendation 2013 - 04** *An additional CAPRI Standard and Requirement is that Districts verify at least annually the driving record of anyone who drives a District vehicle, or who drives their personal vehicle on District business. The easiest way to monitor District employees driving records is to use the Department of Motor Vehicle Employer Pull-Notice Program. This program automatically sends annual updates of the employee's driving record to the employer. It is recommended that the District establish a program that will fulfill this CAPRI requirement. Please refer to the chapter on "Driving and Drivers" in the CAPRI/PARDEC Safety and Loss Prevention Manual.*

#### **AMERICANS WITH DISABILITIES ACT (ADA)**

The District should be making demonstrable progress toward making its sites and programs accessible to people with disabilities. The District should perform a comprehensive self-assessment and needs-analysis of its sites at least every five years. The District should prioritize those needs, and commit itself to an implementation plan over a reasonable period of time. The District should have established procedures for entering into a good-faith interactive discussion when the need for reasonable accommodations is indicated.

*Good. The District has completed a detailed self-assessment of their sites and facilities within the last five years. They are continuing to improve accessibility as they renovate and upgrade their parks and facilities. New parks and facilities are being designed to meet current ADA requirements. The District is developing a written prioritization plan for ADA compliance and is actively taking steps to improve ADA accessibility. The District is working on procedures for entering into*

## **FACILITIES USE AGREEMENT**

Facility use agreements are contracts between the District and the facility user. The facilities use agreement should contain a section with CAPRI-approved indemnification, also known as “hold-harmless” language. The District should establish standards as to when they require facility users to provide liability insurance. When liability insurance is required, the District should, depending on the nature of the activity, obtain a certificate of insurance, and when applicable, an additional insured endorsement naming the District as an additional insured on the facility users’ liability insurance policy. When obtained, these documents should be kept on file at the District.

*Good. The facilities use agreements contain CAPRI-approved indemnification language. The District has standards for when renters are required to provide a certificate of liability insurance. When required, these certificates of liability insurance are kept on file.*

## **PARKS AND FACILITIES**

The District’s parks and facilities evidence good care and maintenance. Parks and sport fields are inspected on a regular basis and are free and clear of hazards. Park picnic tables, benches, and shade structures do not have broken pieces that could cause injury. Playground equipment complies with the California Code of Regulations Title 22, Division 4, Chapter 22.

*We did not have an opportunity to inspect district parks and facilities on this visit.*

## **POOLS**

The District’s pools are adequately staffed for the number of pool users. District Lifeguards have received appropriate training and are properly certified. Pool facilities are well maintained and in good condition. Pool pump rooms are clean, neat, and well maintained. Water clarity is maintained at appropriate levels.

*Good. The District’s pool is adequately staffed during normal operations. All lifeguards have received appropriate training and have been properly certified. The pool facilities are well maintained and in good condition. Water clarity and PH balance are at appropriate levels.*

## **EMPLOYEE ENTRANCE MEDICAL EXAMS**

All new, full-time hires are required to be given a post-offer, pre-placement medical exam. Medical exams are not conducted until all other background checks have been completed. Results of those exams need to be kept in a separate, confidential file, other than the employees’ personnel files.

*Good. The District requires post-offer, preemployment medical examinations for full-time employees. Candidates for a position are informed that the offer of employment is conditional upon completion of a satisfactory medical exam. The District does not send a candidate for the medical exam until all other background checks have been completed. The District maintains the medical records in a secure location separate from the employees’ personnel files.*



## **JOB DESCRIPTIONS**

Clear, current job descriptions are required for all full-time and regular part-time positions. Job descriptions clearly identify the essential functions of the position.

*Good. The District has a current list of job descriptions for all full-time and regular part-time positions. The job descriptions clearly identify the essential functions of each position, including the physical requirements of the job.*

## **VOLUNTEERS**

When volunteers are used, they are supervised by District personnel. Volunteers receive appropriate health and safety training for the jobs they are performing. A volunteer log is maintained, using applicable job classifications for all volunteers.

*The District does not have a current log for all volunteers by job classification. When volunteers are used, they are supervised by District personnel. Volunteers receive appropriate training for the type of service they are performing.*

**Recommendation 2013 - 06** *Volunteers are nonpaid employees. CAPRI provides both Workers' Comp and Liability coverage for volunteers while they are in service to the District. To know when they are in service to the District there needs to be a method in place that documents when they are volunteering for the District and when they are on their own time. This can easily be done by maintaining a volunteer log defining when their service starts and ends. It is recommended that when utilizing the services of volunteers the District keep records documenting when the volunteers are serving the District*

## **LIFE SAFETY**

Material Safety Data Sheets (MSDS) should be current and available at all appropriate job sites. Fire extinguishers should be currently tagged and first aid kits properly stocked. Emergency exit lights should be in good working order and fire exits clearly identified and free of obstacles. Emergency evacuation plans should be developed along with annual drills to evaluate the effectiveness of the plans.

*Good. The District's MSDS are current and are readily available at the appropriate job sites. The District's fire extinguishers are charged and properly tagged. The building "EXIT" lights are fully functioning and do not contain any burned out bulbs. Fire exits are clearly identified and free of obstacles. Emergency plans have been developed and drills are conducted at least annually.*

## **SITES**

### District Office

The District Office is a single story frame building located at 490 West "D" Street. The Offices and reception area was found to be clean, neat, and well maintained in both the public and employee areas.



**STOCKWELL  
HARRIS  
WOOLVERTON  
MUEHL**

A Professional Corporation

2021 Sperry Avenue, Suite 46  
Ventura, California 93003-7417  
(805) 654-8994  
(805) 654-1546 FAX  
www.shww.com

RECEIVED  
FEB 04 REC'D

January 31, 2013

Ms. Carrie Champlin  
Tehachapi Valley Recreation and Parks District  
490 West D Street  
Tehachapi, CA 93561

**RE: GONZALES, JOHNNY VS. TEHACHAPI VALLEY RECREATION  
AND PARKS DISTRICT**

WCAB NO.: ADJ8236181  
CLAIM NO.: 2010110923  
OUR FILE NO.: 251-077  
DATE OF LOSS: 11/07/10

Dear Ms. Champlin:

I am writing to let you know that the workers' compensation case filed by Johnny Gonzales has now resolved. As part and parcel to this settlement, I had the applicant remove himself from the risk by executing a Voluntary Resignation. The original Voluntary Resignation is enclosed for your records.

Should you have any questions, please let me know.

Very truly yours,  
**STOCKWELL, HARRIS, WOOLVERTON & MUEHL**  
A Professional Corporation

*Jeffrey T. Landres*  
**JEFFREY T. LANDRES**

JTL:ll - Enclosure

cc: Ms. Michele Samhammer, York Insurance Services Group, Inc.

**LOS ANGELES OFFICE**  
3580 Wilshire Boulevard, 19<sup>TH</sup> Floor  
Los Angeles, California 90010  
(323) 935-6669

**ORANGE COUNTY OFFICE**  
701 South Parker Street, Suite 2200  
Orange, California 92668-4736  
(714) 479-1180

**SAN DIEGO OFFICE**  
750 "B" Street, Suite 2340  
San Diego, California 92101  
(619) 696-1436

**SACRAMENTO OFFICE**  
1545 River Park Drive, Suite 330  
Sacramento, California 95815-4616  
(916) 924-1862

**SAN FRANCISCO OFFICE**  
222 Kearny Street, 9<sup>TH</sup> Floor  
San Francisco, California 94108  
(415) 734-9310

**SAN LUIS OBISPO OFFICE**  
1150 Osos Street, Suite 202  
San Luis Obispo, California 93401-3692  
(805) 541-0440

**SAN BERNARDINO OFFICE**  
735 East Carnegie Drive, Suite 270  
San Bernardino, California 92408  
(909) 381-5553

**FRESNO OFFICE**  
7541 North Remington Avenue, Suite 195  
Fresno, California 93711  
(559) 226-9030

ALEXANDER G. ASDOULIN  
JOEL STEPHEN ALLAN  
EDDIE ALSEN  
SHELLY HAY ANDERSON  
TRAVIS M. BAILEY  
JEFFREY D. BILAS  
JOHN T. BILLINGSLEY  
ANNE C. BOBCHICK  
BEI A. BODEY  
JENNIFER L. BOECK \*\*\*\*  
MONIQUE PRIDE BROOKS \*  
ANTHONY CANNIZZO  
DAVID J. CARASH  
SHANNON CORNAY CLAUDIO  
JASON S. COLLIER  
SHEA L. CONWAY  
JODY L. DOWNEY  
DARLENE EVANS  
JAMIE BF/H FOX  
LINDA S. FREEMAN  
JONATHAN M. FREEMAN\*\*\*\*\*  
JAN P. FUCHS \*  
CAMELIA GAMBOA  
KIMBERLEY S. GASKILL  
SUSAN G. GEIER  
JASON S. GINSBERG\*\*\*\*\*  
MITCHELL ANDREW GOLDMAN  
TRACIE L. GOODWIN  
JEFFREY W. GREATHOUSE  
RICHARD K. GREEN \*\*\*\*\*  
JENNIFER A. HABER  
LISA A. HANHART  
KYLE ROBERT HANSEN  
PAULA N. HARRIS \*\*  
STEVEN I. HARRIS  
I. STEVEN HATTENDORF  
ERIC Q. HEUPHREY  
VANESSA I. HENDERSON \*  
JOHN W. HICKS  
TED L. HIRSCHBERGER  
BRIAN R. HORAN  
ROBERT A. JAMESON  
SCOTT T. JELENSKY  
ANNETTE KAZANDJIAN  
DUANE F. KENDALL\*  
LISA R. KERNER  
PETER S. KIM  
JESSE EVAN KOZMA  
DEREK A. KUHN  
DEBRA ODOM KUTNAUER  
JEANNIE M. LAGORIO  
JEFFREY T. LANDRES  
MELNELY YARA LAM-JONI  
SCOTT A. LASSERS  
JAMES R. LAVIN  
RENEE D. LOGOLUSO  
JEFFREY S. MARSILIO  
THOMAS P. MASTRO  
JANET M. MAUS  
HEATHER D. MCGUNIGLE  
HILARY A. McLAUGHLIN  
JULIA A. MILES  
ROBERT A. MOORE  
THOMAS P. MOOS  
EDWARD S. MUEHL  
CARLA F.T. MULLER  
BRENDAN O'MELIA  
MICHAEL R. O'NEILL  
JANET ORMOND-ANDRIZZI  
IAN D. PAIGE  
PENNY PAXTON \* \*\*\*\*\*  
BRIAN D. PEDERSON  
TERRI N. PHAN  
FREDERIC J. PHANEUF  
HEIDI P. PIERCE \*\*\*\*\*  
AARON M. PROSIN  
GAIL D. RACKLIFF  
COLEMAN C. RAMSEY  
BRYAN S. REINFELDER  
JARED D. RENI RO  
RACHEL R. ROHATGI  
JERRY W. SAGER  
CHRISTIAN M. SANTOS  
ANGELA M. SEKI \*\*\*\*

MICHAEL M. SELA, M.D.  
GARRY S. SHAY  
JAMES C. SHIPLEY  
NEDA S. SWEDERSON \*\*\*\*\*  
MICHAEL L. TERRY  
SAMUEL L. TOLWIN  
SU TRAN  
STEPHEN L. TURK  
MICHAEL V. VARON  
AURORA VASQUEZ  
LISA A. VIDMAR  
JOSHUA B. VINOGRAD  
JESSE WALKER  
ABRAM M. WATTS  
BARRY J. WEHLE  
KEVIN M.T. WHITE  
MARK H. WILLENS \*\*\*  
PAMELA A. WILSON\*\*\*\*\*  
ERRICK J. WINEK  
PAUL S. WOLSEY  
GEORGE WOOLVERTON  
MATTHEW B. WOOLVERTON  
DALE E. YOUNG  
DANIEL J. YSABAL \*  
BARRANCE Q. ZAKAR \*  
ALISSA TOBIN ZEA  
JOSEPH E. ZUCKERMAN

\* CERTIFIED SPECIALIST HOLDERS' COMPENSATION LAW THE STATE BAR OF CALIFORNIA BOARD OF LEGAL SPECIALIZATION  
\* ALSO LICENSED IN THE STATE OF ILLINOIS  
\*\* ALSO LICENSED IN THE STATE OF NEW YORK  
\*\*\* ALSO LICENSED IN WASHINGTON D.C. AND THE STATE OF GEORGIA  
\*\*\*\* ALSO LICENSED IN THE STATE OF NEVADA  
\*\*\*\*\* ALSO LICENSED IN THE STATE OF TEXAS  
\*\*\*\*\* ALSO LICENSED IN THE DISTRICT OF COLUMBIA AND STATE OF WASHINGTON  
\*\*\*\*\* ALSO LICENSED IN THE STATE OF VIRGINIA  
\*\*\*\*\* ALSO LICENSED IN THE STATE OF PENNSYLVANIA  
\*\*\*\*\* ALSO LICENSED IN THE STATE OF OREGON  
\*\*\*\*\* ALSO LICENSED IN THE STATE OF MISSOURI  
\*\*\*\*\* ALSO LICENSED IN WASHINGTON D.C., FLORIDA AND TEXAS

**LIEN SPECIALISTS**  
SHAWNAR BARRETT  
RINA DEL ROSARIO  
KERRY ENDERSON  
GERRALDINE GARCIA  
OLIVIA INQUEZ  
JOSHUA A. LAZAR  
JAMES E. LEE  
TERA LOWERY  
VICKI PERIZOLO  
VINEK RAO  
BARRY SKOLNICK  
JEAN TALIAFERRO  
ROXANA VAMVIRI SCU

## VOLUNTARY RESIGNATION

I, Johnny Gonzales hereby resign from my employment with the Tehachapi Valley Recreation and Park District effective this date.

I further agree not to apply for hire or rehire with this employer and its subsidiary designations or divisions.

DATED: 1/16/2013

  
\_\_\_\_\_  
Johnny Gonzales



Play Up. Live Up.

TVRPD Board Meeting  
490 West D Street  
Tehachapi, CA 93561

Board Meeting  
February 26<sup>th</sup>, 2013

## Program Report

---

### 1. Recap of Programs

- a. We are currently in the planning stages, for our spring events: Easter Egg Hunt, Fishing Derby, and Cinco de Mayo. Added to our events is a spring run (Run with the Wind), scheduled for March 23. This run will support the Jacobsen Middle School Track Team.
- b. Currently taking all registration for spring programs, T-ball, Men's Basketball, Spring Volleyball, and Lil Warriors Soccer Academy. We have added two new classes, a senior fitness program (Silver and Strong), and Pilates. Instructor Lori Martin is offering free work shop to introduce these classes. TVRPD Folklorico dance team have started practices for their performance on Cinco de Mayo.
- c. Youth Basketball is on going, with two weeks of the regular season left. Playoffs follow.
- d. List of programs to begin before next board meeting

### 2. Marketing

- a. Spring Programs have been delivered to all school sites, city hall, and chamber office.
- b. Collecting information for Summer Programs



Play Up. Live Up.

TVRPD Board Meeting  
490 West D Street  
Tehachapi, CA 93561

Board Meeting  
February 26, 2013  
5:30 P.M.

## Facility Report

---

1. Central Park
  - Received replacement slide
  - Scout Hall thermostat replacement
  - Annual back flow testing complete/repairs scheduled
2. West Park/West Park Activity Center
  - Replacement of right side parking lot light at WPAC
  - Installation of light on District Office building
  - Annual back flow testing complete/no repairs needed
3. Ollie Mountain Skate Park
  - Gate repair
4. Morris Park—Nothing to report
5. Brite Lake
  - Valve installed for dump station/insulation box installed
  - Bids secured for tree trimming
  - Picnic tables assembled from existing parts
  - Campsite evaluation / needs and repairs
6. Meadowbrook/Meadowbrook Dog Park
  - Light pole electric box maintenance/gap fix
  - Annual back flow testing complete/repairs scheduled
7. Dye Natatorium
  - Secure bids for roof repair
  - Secure bids for ceiling repair/ongoing



Play Up. Live Up.

TVRPD Board Meeting  
490 West D Street  
Tehachapi, CA 93561

Regular Board Meeting  
February 26, 2013; 5:30 P.M.

## Interim District Manager Report

---

1. Ongoing
  - a. Support staff hiring status
    - i. Administrative Assistant
    - ii. Maintenance Foreman
    - iii. Recreational Supervisor
  - b. CPRS conference
  - c. Bank accounts (credit card income; night deposit; new account; old accounts)
  - d. Dog park signage, Web site
  - e. Barracudas
  - f. Concerts in the Park
  - g. Medical benefit revision
  - h. Master Plan next steps (present with Agenda Item 9G)
  - i. Transitioning fundamental administrative responsibilities
  - j. Weekly column for *Tehachapi News*
2. Completed
  - a. CalPERS EMPC contribution change
  - b. [www.britelake.com/.org](http://www.britelake.com/.org)
  - c. Adventure Camp job posting



February 26, 2013

**Agenda Item 9.C.**

Award of Bid for Tree Trimming at Brite Lake, Resolution #15-13

---

**Title:** Award of Bid for Tree Trimming at Brite Lake

**Issue:** In an ongoing effort to address the safety and health of trees on TVRPD property, Brite Lake was identified as the next facility at which trees should be evaluated by a professional arborist. As reported at the January 2013 board meeting, Arborist Al Thibodeau has given his thorough and professional evaluation from which quotes have been procured.

**Recommendation:** The interim district manager recommends that the board approve the lowest bid, presented by General Tree Service, Inc., from Bakersfield, and to engage their services at the vendor's earliest convenience.

**Fiscal Impact:** This project qualifies for of Quimby funds, which will be used for General Tree Service's bid of \$12,200.

**Previous Board Action:** As described above, previous action was related to evaluation of trees at Brite Lake and approval to solicit bids.

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

IN THE MATTER OF

**AWARD OF BID FOR TREE TRIMMING AT BRITE LAKE FACILITY**

---

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks 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 26<sup>th</sup> day of February 2013 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Carrie Champlin, Clerk of the Board of Directors  
of the Tehachapi Valley Recreation and Parks District

---

**RESOLUTION NO. 15-13**

**WHEREAS**, the Tehachapi Valley Recreation and Parks District (TVRPD) is the owner in fee of certain real property commonly known as Brite Lake;

**WHEREAS**, there are trees on the property known as Brite Lake; and

**WHEREAS**, it has been determined by a licensed arborist that some of the trees located on Brite Lake property are in need of trimming; and

**WHEREAS**, bids were received from companies that can perform the required tasks;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors accepts the bid for the trimming of the trees on the Brite Lake property provided by \_\_\_\_\_;

**AND BE IT FINALLY RESOLVED THAT** staff be authorized to pay for the indicated job upon the satisfactory completion of said job by \_\_\_\_\_.





February 26, 2013

**Agenda Item 9.D.**

Award of Bid for Dye Natatorium Roof, Resolution #16-13

---

**Title:** Award of Bid for Dye Natatorium Roof

**Issue:** The Dye Natatorium roof leaks, resulting in water damage to the ceiling below.

**Recommendation:** After input from the chair of the Park and Facilities Improvement and Development Committee and discussion from the board, the interim district manager recommends that the board approve the recommended bid from Foam Experts and to engage their services to repair the roof at the vendor's earliest convenience.

**Fiscal Impact:** This project qualifies for use of Quimby funds to cover the cost of rehabilitation of the roof.

**Previous Board Action:** As described above, previous action was related to evaluation of the roof of Dye Natatorium and approval to solicit bids.

**Background:** On January 6, janitorial staff found a section (approx. 12 s.f.) of the plaster ceiling in the Dye Natatorium hallway outside the women's locker room to have fallen as a result of water saturation. Upon further examination, it was determined that long-term and neglected roof leaks have allowed significant rainwater to damage the plaster ceiling above the entrance and locker rooms on the first floor.

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

IN THE MATTER OF

**AWARD OF BID FOR DYE NATATORIUM ROOF REPAIR**

---

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks 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 26<sup>th</sup> day of February 2013 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Carrie Champlin, Clerk of the Board of Directors  
of the Tehachapi Valley Recreation and Parks District

---

**RESOLUTION NO. 16-13**

**WHEREAS**, the Tehachapi Valley Recreation and Parks District (TVRPD) is the owner in fee of certain real property commonly known as Dye Natatorium;

**WHEREAS**, it has been determined that the Dye Natatorium roof is in need of repair;  
and

**WHEREAS**, bids were received from roofing companies that can perform the required repairs.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors accepts the bid from \_\_\_\_\_ for the repairs needed for the roof of the Dye Natatorium;

**AND BE IT FINALLY RESOLVED THAT** staff be authorized to pay for the indicated job upon the satisfactory completion of said job by  
\_\_\_\_\_.



Play Up. Live Up.

February 26, 2013

### **Agenda Item 9E.**

Little League 2013 Contract Approval, Resolution #17-13

---

**Issue:** Annual renewal of Little League contract.

**Recommendation:** That the board approves Resolution #17-13 to accept the 2013 contract between TVRPD and Tehachapi Little League as presented and having been reviewed by counsel and having been agreed upon by Little League representative Tiffany Ledesma.

**Fiscal Impact:**

Anticipated Income:

- Facility Fee: \$2,000
- Use of Snack Bar: \$1,000
- Electricity Usage Reimbursed
- Water Usage (related to TVRPD's costs) Reimbursed

Anticipated Expenses:

- Trash bags provided to Little League
- Increased janitorial labor related to more frequent cleaning of West Park bathrooms
- \$27/month for shared cost of porta-johns

**Previous Board Action:** There has been no previous board action related to the 2013 Little League agreement.

**Background:** In the 2013 revision of TVRPD's agreement with Tehachapi Little League, special consideration has been given to items that did not meet the expectations of the district or items that did not meet the expectations of Little League during the previous year's season.

This year's contract was developed jointly with the TVRPD interim district manager and Little League representative Tiffany Ledesma; the version presented here—which shows TVRPD and Little League's joint changes as presented to counsel—clearly indicate where changes were made to the 2012 contract and why.

The final version of this contract as presented by counsel—with no changes of import from our recommendation—and agreed upon by both the interim district manager and the Little League representative is presented as an attachment to Resolution #17-13 for board approval.

## AGREEMENT

THIS AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **TEHACAPI VALLEY RECREATION AND PARKS DISTRICT**, a political subdivision of the State of California ("District"), and **TEHACHAPI LITTLE LEAGUE, INC.**, a California corporation ("Little League"). District and Little League are referred to herein singularly as a "party" and collectively as "parties."

Debbie Williams 1/10/13 2:11 PM  
Deleted: 2012

## RECITALS

**WHEREAS**, District is the owner in fee of certain real property located in the City of Tehachapi and commonly known as West Park. West Park is more particularly described in Exhibit "A" attached hereto and incorporated by reference;

**WHEREAS**, District operates baseball fields and Youth Softball Fields at West Park (collectively referred to as the "Premises");

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

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

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

## AGREEMENT

1. **Term.** The term of this Agreement shall commence on February 1, 2013, and shall terminate on February 1, 2013, unless sooner terminated as set forth herein. Subject to Sections 3.5 and 6.2, the term may be extended through and including August 31, 2013.

2. **Description of Premises.** The Premises leased pursuant to this Agreement shall be limited to only the baseball fields and the youth softball fields located at West Park. Except as provided in Section 4, District does not lease to Little League any other premises or facilities located at West Park.

Debbie Williams 1/29/13 1:48 PM  
Deleted: \_\_\_\_\_

Debbie Williams 1/10/13 2:11 PM  
Deleted: 2012

Debbie Williams 1/29/13 1:48 PM  
Deleted: \_\_\_\_\_

Debbie Williams 1/10/13 2:11 PM  
Deleted: 2012

Debbie Williams 1/10/13 2:11 PM  
Deleted: 2012

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

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

3.2 District, through its representative, shall determine the maintenance costs for Little League's use of the Premises in its sole discretion.

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

3.4 Upon request, Little League shall provide District with evidence that all field volunteers have been fingerprinted and all prints have been submitted to adequate screening and background check by a nationally certified screening agency.

3.5 Little League shall pay to District a facility fee of \$2,000 for the 2013 regular season shall be paid to District by March 1, 2013. If the term of this Agreement is extended pursuant to Section 1, Little League shall pay District facility fees of \$5/hour/field, which shall be paid to District within five (5) days of the end of the season. Schedules shall be presented with the executed Agreement upon approval of this Agreement by the District's Board of Directors.

4. Use of Snack Bar. Little League may use the snack bar at West Park. Little League shall pay District the sum of One Thousand Dollars (\$1,000), based on \$100.00 per week of Little League's regular season (the "Snack Bar Fee"). Notwithstanding the foregoing, and in exchange for improvements made by Little League to the snack bar as necessary to obtain a health permit, District agrees to refund said cost from the \$1,000 regular season Snack Bar Fee. If the term of this Agreement is extended pursuant to Section 1, Little League shall pay Snack Bar Fees for each week of such extension. Little League shall pay all such additional Snack Bar Fees to District no later than August 31, 2013.

5. Utilities.

5.1 Electricity. Little League shall pay all charges for electricity used by Little League at the Premises. Upon execution of this Agreement, Little League shall pay a deposit of One Thousand Dollars and No Cents (\$1,000.00) to District, which will be applied to the electricity costs, no later than March 1, 2013. Little League shall pay all charges for

Debbie Williams 1/23/13 10:42 AM

**Deleted:** at the rate of \$5.00 per hour per field. Fees shall be computed based upon the regular season schedules submitted by Little League. The fee

Debbie Williams 1/23/13 10:42 AM

**Deleted:** 2012

Debbie Williams 1/23/13 10:42 AM

**Deleted:** April

Debbie Williams 1/23/13 10:42 AM

**Deleted:** 2012

Debbie Williams 1/29/13 1:51 PM

**Deleted:** for all playoff and all-star games at the same rate

Debbie Williams 1/29/13 1:51 PM

**Deleted:** all-star

Debbie Williams 1/23/13 10:53 AM

**Comment [1]:** Tiffany and I are in agreement that Little League will be responsible for all changes and upgrades related to the snack bar as they are the only organization that uses it.

Debbie Williams 1/23/13 10:53 AM

**Deleted:** 2012

Debbie Williams 1/23/13 11:05 AM

**Comment [2]:** SPECIFICALLY: Southern California Edison:  
Meter #3-035-8450-78 (Snack Bar) &  
Meter #3-003-6570-56 (North Ball Field)  
The total of these meters each month during the term of the Agreement LESS the estimated off-season portion of said meters, which shall remain the responsibility of the District, in 2013, this amount equals \$215, which shall be deducted from the total of above meter usage each month for the term of this Agreement.

Debbie Williams 1/10/13 2:14 PM

**Deleted:** Standby costs charged by Southern California Edison Company shall be shared pro rata by District and Little League in proportion to the amount of electricity used by each entity.

electricity in excess of its initial deposit on or before August 31, 2013. Little League may, upon written consent from District, and only for so long as District gives such consent, put the electric bills for the baseball field lights and snack bar at West Park in Little League's name in order to reduce the cost of same. If Little League elects to put the electric bills in its name, it shall timely pay all electric bills it receives in full.

Debbie Williams 1/23/13 10:18 AM

Deleted: 2012

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

5.3. Water. District and Little League will share equally the cost of water for irrigation of the Premises. Watering of fields shall be the responsibility of District during the pre-season, regular season and post-season play. Due to financial considerations, turf areas will be watered using timers set by District, which shall not be changed by Little League. Little League shall use hand watering for infield prepping, etc. Upon the expiration of this Agreement, District shall be solely responsible for irrigating the fields.

Debbie Williams 1/23/13 11:36 AM

**Comment [3]:** SPECIFICALLY: City of Tehachapi account #000433-001 monthly billing LESS sewer charges LESS the estimated off-season portion of said water bill, which shall remain the responsibility of the District; in 2013, this amount equals \$136, which shall be deducted from the total water usage portion of each bill before it is shared equally between Little League and the District.

Debbie Williams 1/23/13 10:30 AM

Deleted: and Little League

5.4. Mowing. During pre-season, regular season and post-season play, District shall be responsible for mowing the fields. Little League shall be responsible for detailed trimming along fences they put up.

6. Use.

Debbie Williams 1/23/13 10:22 AM

**Comment [4]:** This has been an issue for TVRPD in terms of frequency; we would like to request that fence detail be done weekly and be specified in the contract. Tiffany is not opposed this arrangement and is investigating to confirm that they can maintain a weekly schedule.

6.1. Generally. The Premises are leased to Little League for the purposes of operating an organized baseball and softball program for the youth of Tehachapi and its environs. Little League shall provide District with a schedule of practices and games to be played on the Premises (the "Field Use Schedule"). Little League shall have first priority to use the Premises at the times set forth the Field Use Schedule. District shall have the right to use the Premises at all times that are not included in the Field Use Schedule. Little League shall not allow other entities to use the Premises without District's prior written consent, even if dates and times are within the Field Use Schedule.

6.2. Traveling Teams. After completion of Little League's regular season, and if this Agreement is extended pursuant to Section 1, traveling teams will need to schedule and pay for field usage and lights at the Premises. Traveling teams shall become a party to this agreement under Little League. Traveling teams shall be charged the same field usage and lighting fees as Little League.

Debbie Williams 1/29/13 2:13 PM

**Comment [5]:** Little League does not want responsibility for traveling teams. TVRPD will work directly with field rental for out-of-District teams.

8. Indemnification.

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

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

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

10. Maintenance. District shall provide general maintenance to the Premises, at no additional expense to Little League. Little League shall be solely responsible for preparation of the fields at the Premises for scheduled games, and for furnishing the T-line marker and the necessary equipment and personnel to prepare the fields. Little League shall also pay for the expense of policing the Premises. Little League shall be responsible for picking up all trash from the fields, dugouts and stands. Little League shall empty all trash cans at the Park adjacent to the baseball fields and Benz Sanitation, Inc., shall empty all trash dumpsters. The cost of trash removal shall be paid by District. The cost of the portable toilets shall be shared equally by Little League and District. Notwithstanding the foregoing, if District, in its sole discretion, determines that Little League is failing to adequately prepare the fields, then District may assume the responsibility to do so in place and instead of Little League, in which event, the expenses incurred by District thereby shall be paid by Little League.

11. Oil, Gas and Mineral Rights. All rights to all minerals, oil, gas, and other hydrocarbons (the "Mineral Rights") located on or under the Premises are particularly reserved to District and are excepted from the property covered by the term of this Agreement. Little

Debbie Williams 1/10/13 2:25 PM

**Comment [6]:** This has been an issue for both parties. Tiffany and I suggest more detail to remedy:  
-Monday through Friday, the TVRPD will be responsible for emptying all 50-gallon trash cans.  
-On weekends when LL is using West Park fields, LL will be responsible for emptying all 50-gallon cans at West Park fields immediately following use. Trash is to be taken to and put in the large blue dumpsters  
TVRPD will supply 50-gallon liners to LL; LL is expected to contact TVRPD facilities manager ahead of their need for bags (M-F, 8:00 A.M.-5:00 P.M.); if LL forgets or runs out of liners, they are still responsible for emptying trash.  
-TVRPD is responsible for the cost of regular dumpster pick-ups.

Debbie Williams 1/23/13 10:26 AM

**Comment [7]:** The portable toilet sentence seems buried in the maintenance paragraph; can it be a separate entry or at least another paragraph under 10. Maintenance?



lien, charges, demands or liabilities, based upon or arising out of any work, act or operation performed by or on behalf of Little League upon the Premises.

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

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

21. Environmental Health Permit. District shall acquire an environmental health permit for the snack bar and permit Little League to post it at the snack bar.

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

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

To District: Tehachapi Valley Recreation and Parks District

Debbie Williams 1/10/13 2:29 PM

**Comment [8]:** After discussion with Environmental Health and Tiffany, we agree that Little League will be responsible for obtaining a valid health permit for their use.



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

IN THE MATTER OF

**TEHACHAPI LITTLE LEAGUE 2013 CONTRACT APPROVAL**

---

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks 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 26<sup>th</sup> day of February 2013 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Carrie Champlin, Clerk of the Board of Directors  
of the Tehachapi Valley Recreation and Parks District

---

**RESOLUTION NO. 17-13**

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

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

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

**WHEREAS**, Little League desires to lease from District, and District is willing to lease to Little League, the Premises 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 agreement set forth herein;

**AND BE IT FINALLY RESOLVED THAT** the Board of Directors approves the 2013 agreement between Tehachapi Valley Recreation and Parks District and Tehachapi Little League.

## **AGREEMENT**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2013 by and between the **TEHACAPI VALLEY RECREATION AND PARKS DISTRICT**, a political subdivision of the State of California (“District”), and **TEHACHAPI LITTLE LEAGUE, INC.**, a California corporation (“Little League”). District and Little League are referred to herein singularly as a “party” and collectively as “parties.”

## **RECITALS**

**WHEREAS**, District is the owner in fee of certain real property located in the City of Tehachapi and commonly known as West Park. West Park is more particularly described in Exhibit “A” attached hereto and incorporated by reference;

**WHEREAS**, District operates baseball fields and Youth Softball Fields at West Park (collectively referred to as the “Premises”);

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

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

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

## **AGREEMENT**

1. **Term**. The term of this Agreement shall commence on February 1, 2013, and shall terminate on \_\_\_\_\_, 2013, unless sooner terminated as set forth herein (the “Term”). Subject to Sections 3.5 and 6.2, the Term may be extended through and including August 31, 2013 the (the “Extended Term”).

2. **Description of Premises**. The Premises leased pursuant to this Agreement shall be limited to only the baseball fields and the youth softball fields located at West Park. Except as provided in Section 4, District does not lease to Little League any other premises or facilities located at West Park.

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

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

3.2 District, through its representative, shall determine the maintenance costs for Little League's use of the Premises in its sole discretion.

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

3.4. Upon request, Little League shall provide District with evidence that all field volunteers have been fingerprinted and all prints have been submitted to adequate screening and background check by a nationally certified screening agency.

3.5. Little League shall pay to District a facility fee in the amount of Two Thousand Dollars and No Cents (\$2,000.00) for the 2013 regular season on or before March 1, 2013. If the Term of this Agreement is extended pursuant to Section 1, Little League shall pay District facility fees of Five Dollars and No Cents (\$5.00) per hour per field used during the Extended Term such extended period, which shall be paid to District within five (5) days of the end of the Extended Term. Schedules shall be presented with the executed Agreement upon approval of this Agreement by the District's Board of Directors.

4. Use of Snack Bar. Little League may use the snack bar at West Park (the "Snack Bar"). Little League shall pay District the sum of One Thousand Dollars and No Cents (\$1,000.00), based on \$1,000.00 per week of Little League's regular season (the "Snack Bar Fee"). Little League shall be solely responsible, without right of reimbursement from District, for any improvements that must be made to the Snack Bar to obtain a health permit to allow Little League to operate the Snack Bar during the Term and the Extended Term. If the term of this Agreement is extended pursuant to Section 1, Little League shall pay Snack Bar Fees for each week of such extension. Little League shall pay all such additional Snack Bar Fees to District no later than August 31, 2013.

5. Utilities.

5.1. Electricity. Little League shall pay all charges for electricity used by Little League at the Premises, namely all electricity metered by Southern California Edison

Meter No. 3-8450-78 for the Snack Bar and Meter No. 3-003-6570-56 for the North Ball Field, minus the amount of Two Hundred Fifteen Dollars and No Cents (\$215.00) per month for the estimated off-season portion of the electricity charges for such meters. By no later than March 1, 2013, Agreement, Little League shall pay a deposit of One Thousand Dollars and No Cents (\$1,000.00) to District, which will be applied to the electricity costs. Little League shall pay all charges for electricity in excess of its initial deposit on or before August 31, 2013. Little League may, upon written consent from District, and only for so long as District gives such consent, put the electric bills for the baseball field lights and snack bar at West Park in Little League's name in order to reduce the cost of same. If Little League elects to put the electric bills in its name, it shall timely pay all electric bills it receives in full.

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

5.3. Water. District and Little League will share equally the cost of water for irrigation of the Premises as reflected in invoices for City of Tehachapi account No 000433-001; provided, however the amount of One Hundred Thirty Six Dollars and No Cents (\$136.00) per month for sewer charges and the estimated off-season portion of the water bill shall be deducted from the total bill before the bill is split between the parties. Watering of fields shall be the responsibility of District during the pre-season, regular season and post-season play. Due to financial considerations, turf areas will be watered using timers set by District, which shall not be changed by Little League. Little League shall use hand watering for infield prepping, etc. Upon the expiration of this Agreement, District shall be solely responsible for irrigating the fields.

5.4. Mowing. During pre-season, regular season and post-season play, District shall be responsible for mowing the fields. Notwithstanding the foregoing, on a weekly basis during the Term and the Extended Term Little League shall provide detailed trimming along fences they put up.

6. Use.

6.1. Generally. The Premises are leased to Little League for the purposes of operating an organized baseball and softball program for the youth of Tehachapi and its environs. Little League shall provide District with a schedule of practices and games to be

played on the Premises (the "Field Use Schedule"). Little League shall have first priority to use the Premises at the times set forth the Field Use Schedule. District shall have the right to use the Premises at all times that are not included in the Field Use Schedule. Little League shall not allow other entities to use the Premises without District's prior written consent, even if dates and times are within the Field Use Schedule.

6.2. Traveling Teams. Traveling teams shall schedule and pay for field usage directly with District. Traveling teams shall be charged no less for field usage and lighting fees as Little League.

7. Insurance. Little League shall purchase and maintain in force during the term of this Agreement, and any extensions thereof, comprehensive general liability insurance in an amount of no less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence combined single limits, with the following coverage and extensions of coverage:

- (a) Third party bodily injury, including death resulting therefrom, and property damage liability;
- (b) Bodily injury, including death resulting therefrom, and property damage for all Little League participants, employees, volunteers, or other persons performing services for Little League or participating in Little League activities and the spouses, children, parents, and siblings of same;
- (c) Non-owned automobile liability for on-Premises and off-Premises activities;
- (d) Contractual coverage for Little League's obligations under this Agreement, including, but not limited to, the obligations to indemnify District as set forth in Section 8 herein; and,
- (e) Products liability for all products distributed by Little League, whether by sale or otherwise.

Little League's insurance policy shall name District, its agents, officers, directors, employees, and representatives as additional insureds. The policy shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District. Little League's policy shall provide primary coverage, and no insurance of District shall be called upon to contribute to a loss under the limits of Little League's policy. Little League's policy shall not be subject to cancellation or coverage reduction without the provision of fifteen (15) days' prior written notice to District.

On or before March 1, 2013, Little League shall provide District with a duly certified Certificate of Insurance evidencing that the required policy has been issued, is effective, and complies with the requirements of this Section.

Cancellation of any of the insurance described herein, or any portion of said insurance, shall automatically suspend Little League's rights under this Agreement. Upon such an occurrence, Little League shall immediately cease all operations under this Agreement and vacate the Premises. District shall have the right to immediately terminate, without notice, all operations in the event Little League fails or refuses to do so.

8. Indemnification.

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

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

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

10. Maintenance.

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

10.2. Trash. District shall be responsible for emptying all 50 gallon trash cans at the Premises Monday through Friday during the Term and the Extended Term. During the Term and the Extended Term, Little League shall be responsible for emptying all 50 gallon trash cans at the Premises immediately following Little League's use of the Premises and place all trash in the large blue dumpsters located at the Premises. District shall supply 50 gallon trash can liners to Little League upon request to District's facilities manager between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Little League's failure to request trash can liners shall not relieve it from its obligation to empty the trash cans.

10.3. Portable Toilets. The cost of the portable toilets shall be shared equally by Little League and District.

10.4. District's Right to Perform Required Maintenance. Notwithstanding the foregoing, if District, in its sole discretion, determines that Little League is failing to adequately prepare the fields, then District may assume the responsibility to do so in place and instead of Little League, in which event, the expenses incurred by District thereby shall be paid by Little League.

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

12. Inspection. Little League shall allow District, District's agents and assigns, at all reasonable times, to enter the Premises for the purposes of inspection, compliance with the terms of this Agreement, the exercise of all rights under this Agreement, posting of notices, and all other lawful purposes. Little League shall supply District and its agents and assigns with keys and other instruments necessary to gain access to the Premises.

13. Ownership of Improvements. Little League shall not construct any improvements on the Premises without the express written consent of District. In the event such improvements are made to the Premises, said improvements shall become the property of District, without cost, upon the termination of this Agreement. Improvements to fences, dugouts, bleachers, batting

cages, walkways, turf and infields are examples of improvements. District may, in its sole discretion, request that Little League remove any or all improvements installed on the Premises by Little League, in which case Little League shall remove such improvements and return the Premises to its original condition as nearly as may be practical. Little League shall have thirty (30) days following the date of cancellation or termination of this Agreement by which to remove such improvements.

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

15. Default and Remedies.

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

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

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

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

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



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

15.5. The notice requirements provided herein shall not be applicable to a breach of Sections 7 or 26 of this Agreement, wherein District may, in its sole discretion, terminate this Agreement forthwith and without notice, in the manner specified therein.

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

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

(b) A general assignment by Little League for the benefit of its creditors; or,

(c) An action taken or suffered by Little League under any insolvency or bankruptcy act.

17. Waste. Little League shall not commit, or permit others to commit, on the Premises, waste or a nuisance or any other act that could disturb the quiet enjoyment of District or any other lessee of District on reserved or adjacent property.

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

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

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

21. Environmental Health Permit. Little League, at its sole cost and expense without right of reimbursement from District, shall obtain and post an environmental health permit for the Snack Bar.

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

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

To District:	Tehachapi Valley Recreation and Parks District P.O. Box 373 Tehachapi, CA 93581
To Little League:	Tehachapi Little League, Inc. P.O. Box 529 Tehachapi, CA 93581

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

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

26. Compliance with ADA. Little League shall comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. (the “Act”). Attached hereto as Exhibit “B” and incorporated by reference are the general prohibitions against discrimination contained in the Act, as they apply to District. This is provided for Little League’s convenience only, and is not a comprehensive list of prohibitions. Little League shall be responsible for determining all such prohibitions as well as all other provisions of the Act which apply to District and Little League shall comply therewith. Failure by Little League to comply with the Act shall automatically terminate this Agreement. Should District determine, in District’s sole discretion, that Little League is not complying with the Act, District may, without notice, immediately terminate this Agreement. Little League hereby agrees to indemnify and hold District harmless from all liabilities under the Act that result from Little League’s failure to comply with this Section 26.

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

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

29. Mailing List. During the term of this Agreement, Little League shall maintain District on Little League’s regular mailing list for all general correspondence, at the address indicated in Section 23.

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

31. Player Waivers. Little League shall obtain written waivers of liability executed by a parent or legal guardian of each participant in Little League’s programs to protect and hold

harmless District and Little League from any injuries that result from participation in Little League's programs

32. Registration of Participants. District is required to collect "Out of District Fees" from all participants in Little League's programs that live outside the District's boundaries. Little League shall provide District with a roster of all out of district participants no later than two (2) weeks prior to the start of Little League's regular season.

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

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

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

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

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

38. Separate Counterparts. This Agreement may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract.

39. Effective Date. This Agreement shall become effective as of the date first (1st) written above.

Dated: \_\_\_\_\_, 2013

**TEHACHAPI VALLEY RECREATION AND  
PARKS DISTRICT**, a political subdivision of the  
State of California ("District")

By: \_\_\_\_\_  
Board Chairman

Dated: \_\_\_\_\_, 2013

**TEHACHAPI LITTLE LEAGUE, INC.**, a  
California corporation ("Little League")

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

## **EXHIBIT A**

### **DESCRIPTION OF PREMISES**

The Tehachapi Valley Recreation and Parks District is hereby leasing to Little League the baseball fields located at Meadowbrook Park. The park is located at 21750 Westwood Boulevard, Tehachapi, California.

The park is located in the County of Kern, State of California, described as Lot 782, Tract 3230 as recorded in Tract Map, Book 18, Page 97 on October 24, 1969 in the Office of the County Recorder in Kern County, California.

The Tehachapi Valley Recreation and Parks District is hereby leasing to Little League the Youth Softball Fields (Read & Valdez fields) located at West Park. The park is located at 490 West "D" Street, Tehachapi, California.

## **EXHIBIT B**

### **Americans with Disabilities Act (ADA)**

U.S. Department of Justice  
Civil Rights Division  
Coordination and Review Section

The Americans with Disabilities Act (ADA) gives civil rights protections to individuals with disabilities that are like those provided to individuals on the basis of race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications.

#### **I. Employment**

- \* Employers with 15 or more employees may not discriminate against qualified individuals with disabilities. For the first two years after July 26, 1992, the date when the employment provisions of the ADA go into effect, only employers with 25 or more employees are covered.
- \* Employers must reasonably accommodate the disabilities of qualified applicants or employees, unless an undue hardship would result.
- \* Employers may reject applicants or fire employees who pose a direct threat to the health or safety of other individuals in the workplace.
- \* Applicants and employees are not protected from personnel actions based on their current illegal use of drugs. Drug testing is not affected.
- \* Employers may not discriminate against a qualified applicant or employee because of the known disability of an individual with whom the applicant or employee is known to have a relationship or association.
- \* Religious organizations may give preference in employment to their own members and may require applicants and employees to conform to their religious tenets.
- \* Complaints may be filed with the Equal Employment Opportunity Commission. Available remedies include back pay and court orders to stop discrimination.

#### **II. Public Accommodations**

- \* Public accommodations such as restaurants, hotels, theaters, doctors' offices, pharmacies, retail stores, museums, libraries, parks, private schools, and day care centers, may not discriminate on the basis of disability, effective January 26, 1992. Private clubs and religious organizations are exempt.
- \* Reasonable changes in policies, practices, and procedures must be made to avoid discrimination.

\* Auxiliary aids and services must be provided to individuals with vision or hearing impairments or other individuals with disabilities so that they can have an equal opportunity to participate or benefit, unless an undue burden would result.

\* Physical barriers in existing facilities must be removed if removal is readily achievable (i.e., easily accomplishable and able to be carried out without much difficulty or expense). If not, alternative methods of providing the services must be offered, if those methods are readily achievable.

\* All new construction in public accommodations, as well as in "commercial facilities" such as office buildings, must be accessible. Elevators are generally not required in buildings under three stories or with fewer than 3,000 square feet per floor, unless the building is a shopping center, mall, or a professional office of a health care provider.

\* Alterations must be accessible. When alterations to primary function areas are made, an accessible path of travel to the altered area (and the bathrooms, telephones, and drinking fountains serving that area) must be provided to the extent that the added accessibility costs are not disproportionate to the overall cost of the alterations. Elevators are required as described above.

\* Entities such as hotels that also offer transportation generally must provide equivalent transportation service to individuals with disabilities. New fixed-route vehicles ordered on or after August 26, 1990, and capable of carrying more than 16 passengers, must be accessible.

\* Public accommodations may not discriminate against an individual or entity because of the known disability of an individual with whom the individual or entity is known to have a relationship or association.

\* Individuals may bring private lawsuits to obtain court orders to stop discrimination, but money damages cannot be awarded.

\* Individuals can also file complaints with the Attorney General who may file lawsuits to stop discrimination and obtain money damages and penalties.

### III. Transportation

#### Public bus systems

\* New buses ordered on or after August 26, 1990, must be accessible to individuals with disabilities.

\* Transit authorities must provide comparable paratransit or other special transportation services to individuals with disabilities who cannot use fixed route bus services, unless an undue burden would result.

\* New bus stations must be accessible. Alterations to existing stations must be accessible. When alterations to primary function areas are made, an accessible path of travel to the altered area (and the bathrooms, telephones, and drinking fountains serving that area) must be provided to the extent that the added accessibility costs are not disproportionate to the overall cost of the alterations.



\* Individuals may file complaints with the Department of Transportation or bring private lawsuits.

#### Public rail systems

\* New rail vehicles ordered on or after August 26, 1990, must be accessible.

\* Existing rail systems must have one accessible car per train by July 26, 1995.

\* New rail stations must be accessible. with new bus stations, alterations to existing rail tions must be made in an accessible manner.

\* Existing "key stations" in rapid rail, commuter rail, and light rail systems must be made accessible by July 26, 1993, unless an extension of up to 20 years is granted (30 years, in some cases, rapid and light rail).

\* Existing intercity rail stations (Amtrak) must be made accessible by July 26, 2010.

\* Individuals may file complaints with the Department of Transportation or bring private lawsuits.

#### Privately operated bus and van companies

\* New over-the-road buses ordered on or after July 26,1996 (July 26, 1997, for small companies), must be accessible. After completion of study, the President may extend the deadline by one year, if appropriate.

\* Other new vehicles, such as vans, must be accessible, unless the transportation company provides service to individuals with disabilities that is equivalent to that operated for the general public.

\* Other private transportation operations, including station facilities, must meet the requirements for public accommodations.

\* Individuals may file complaints with the Attorney General or bring private lawsuits under the public accommodations procedures.

#### IV. State and local government operations

\* State or local governments may not discriminate against qualified individuals with disabilities. All government facilities, services, and communications must be accessible consistent with the requirements of section 504 of the Rehabilitation Act of 1973.

\* Individuals may file complaints with Federal agencies to be designated by the Attorney General or bring private lawsuits.

#### V. Telecommunications Relay Services

\* Companies offering telephone service to the general public must offer telephone relay services to individuals who use telecommunications devices for the deaf (TDD's) or similar devices.

\* Individuals may file complaints with the Federal Communications Commission.



Play Up. Live Up.

February 26, 2013

**Agenda Item 9F.**

**Office Furniture Purchase Approval**

---

**Title:** Office Furniture Purchase Approval

**Issue:** TVRPD is higher a new district manager and two new support positions (recreation supervisor and maintenance foreman). The current district manager office furniture consists of two Costco folding tables. There is no office space nor furniture for the new positions.

**Recommendation:** Local office furniture supplier Witt's has provided a quote for furniture.

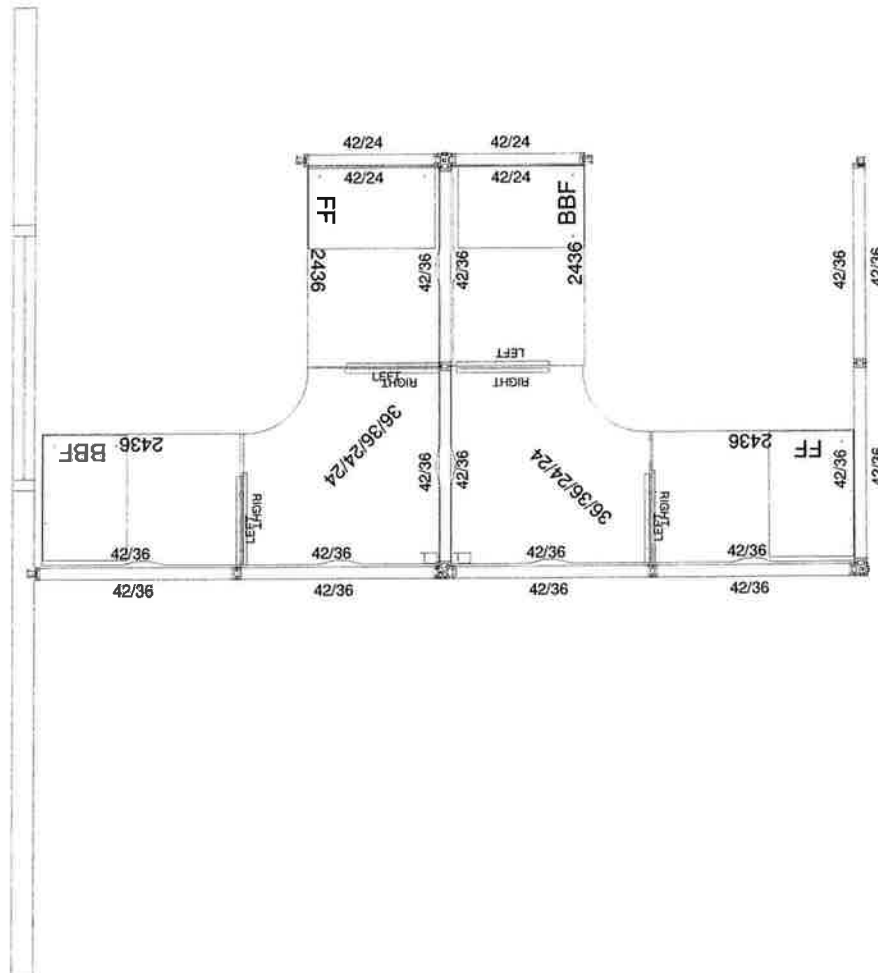
**Fiscal Impact:** The interim district manager recommends that reserves be used for office furniture purchase.

**Previous Board Action:** There has been no previous action from the board.

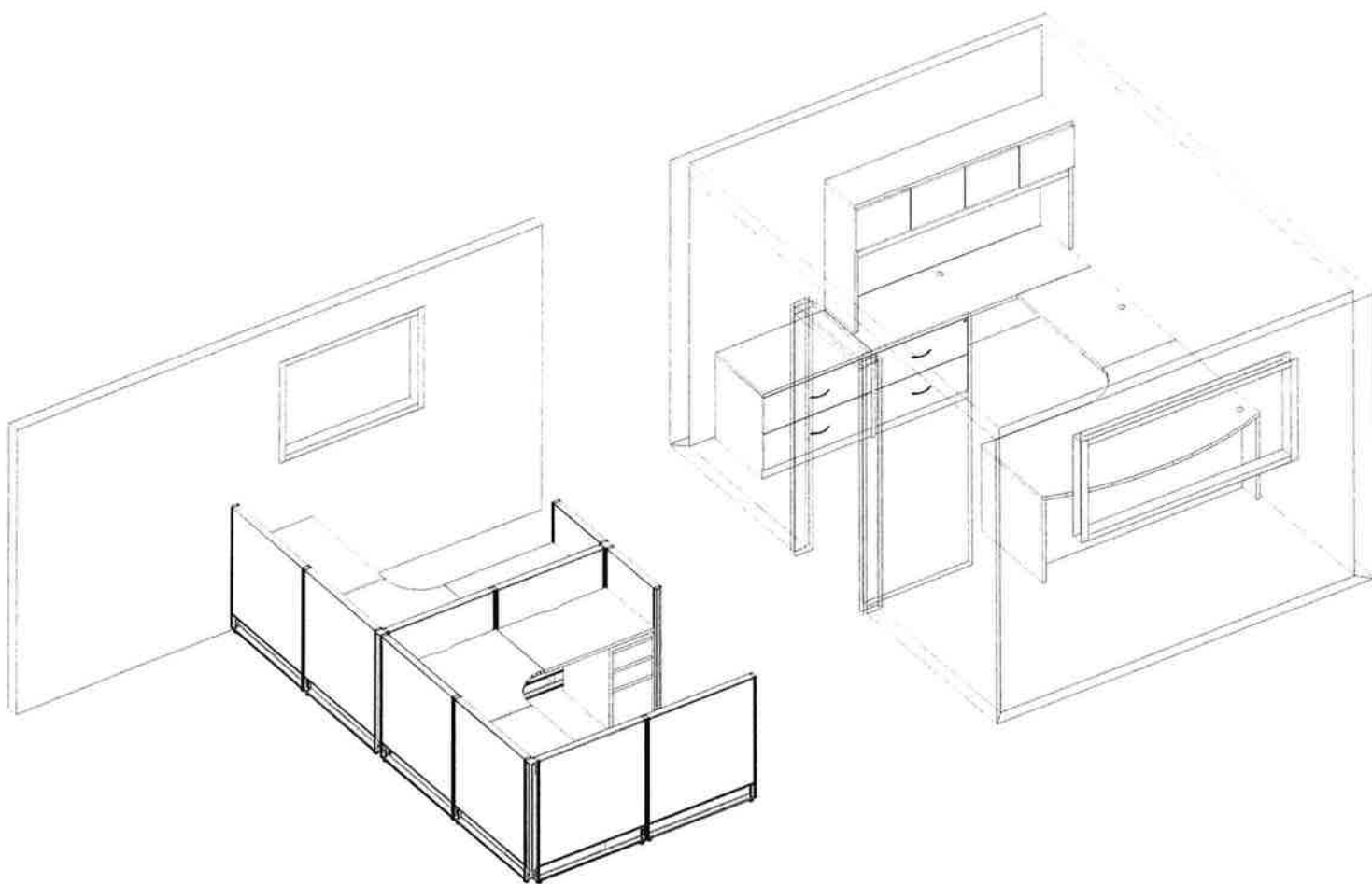
**Background:** In anticipation of this need, the interim district manager has made effort to secure used furniture from a variety of sources, including the county, the city, and a local real estate office that is no longer in business. All efforts have failed. The acting manager also priced new furniture from other sources and determined the local provider to be our best resource.



Director's Office



Supervisor's Area



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

IN THE MATTER OF

**PURCHASE OF OFFICE FURNITURE FOR DISTRICT OFFICE**

---

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks 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 26<sup>th</sup> day of February 2013 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Carrie Champlin, Clerk of the Board of Directors  
of the Tehachapi Valley Recreation and Parks District

---

**RESOLUTION NO. 18-13**

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

**WHEREAS**, employees work in the District Office and use common office furniture to perform their responsibilities; and

**WHEREAS**, it has been determined that there is a need for furniture for the district manager's office and for two new positions to be hired; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors accepts the proposal from Witt's Office Supply for said furniture;

**AND BE IT FINALLY RESOLVED THAT** staff be authorized to pay for the furniture as proposed.



Play Up Live Up.

February 26, 2013

**Agenda Item 9.G.**

Payroll Processing from County to Better Ledger

---

**Title:** Payroll Processing from County to Better Ledger

**Issue:** TVRPD is unnecessarily burdened with complicated administrative tasks related to payroll processing from its current provider resulting in wasted labor, communication challenges, and frustrating timelines.

**Recommendation:** The interim district manager recommends that TVRPD change its payroll provider to Better Ledger.

**Fiscal Impact:** The fiscal impact to change to a new payroll provider will be negligible (slightly less cash outlay than currently expensed), however incalculable time will be save in administrative labor costs.

**Previous Board Action:** There has been no previous action from the board.

**Background:** The interim district manager has mentioned on several occasions that TVRPD should eventually consider changing payroll providers to avoid the cumbersome and time-consuming processes required by the current processing (through Kern County).

Recent changes to our retirement benefit program that require employee contributions and forthcoming changes to our medical benefit program that could also elicit employee contributions have added another layer of paperwork and accounting complication to what would be a simple issue were we managing our own payroll.

This added work—to an already unnecessarily burdensome process—serves as the proverbial straw that broke the camel's back. The interim manager has spoken to TVRPD's current bookkeeping provider, which promises competitive pricing, streamlined processing, and improved timelines and communications.

The interim district manager recommends that TVRPD switch to the new payroll processing company with the next pay period.

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

IN THE MATTER OF

**ADOPTING A NEW PAYROLL PROCESSING PROVIDER**

---

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Parks 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 26<sup>th</sup> day of February 2013 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Carrie Champlin, Clerk of the Board of Directors  
of the Tehachapi Valley Recreation and Parks District

---

**RESOLUTION NO. 19-13**

**WHEREAS**, the Tehachapi Valley Recreation and Parks District (TVRPD) has employees;

**WHEREAS**, employees are paid regularly in accordance with local, state, and federal labor laws; and

**WHEREAS**, TVRPD has previously used Kern County Auditor-Controller for its payroll processing; and

**WHEREAS**, TVRPD believes it can get better service less expensively from its current bookkeeping service; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors accepts the proposed change from Kern County Auditor-Controller to Better Ledger Bookkeeping Services;

**AND BE IT FINALLY RESOLVED THAT** said change will take place with the next pay period ending March 9, 2013.



Play Up. Live Up.

February 26, 2013

# **Agenda Item 9H.**

Master Plan Progress

Approval of Payments to MIG

**Title:** Approval of Payments to MIG

**Issue:** The TVRPD has undertaken a master plan for the purposes of planning and strategizing future development of programs and facilities to better serve district constituents of the parks and rec program. Progress of the master plan is reported to the board regularly. The board approves ongoing payments toward the completion of the master plan.

**Recommendation:** Following discussion about the status of master plan project, the district manager recommends that the board approve payment of invoices recommended by the master plan ad hoc committee.

**Fiscal Impact:** The following invoices to MIG for completion of the master plan are outstanding; progress is not being delayed.

Invoice Date	Invoice #	Amount Paid	Remaining Balance
			\$152,790
May 30, 2012	0032342	\$20,109	\$132,681
May 31, 2012	0032513	\$14,670	\$118,011
June 19, 2012	0032577	\$15,964	\$102,047
August 31, 2012	0032907	\$21,126	\$80,921
September 24, 2012	0033001	\$11,259	\$69,662
October 9, 2012	0033053	\$1,000	\$68,662
November 29, 2012	0033308	\$3,255	\$65,407
December 7, 2012	Change Order	\$4,040*	\$65,407
December 17, 2012	0033379	\$7,328	\$58,079
February 1, 2013	0033591	\$2,384	\$55,695
<b>Recommended Payment</b>		<b>\$13,903</b>	

*\*Recommend withholding \$720 of payment from GIS specialist fees until further investigation is completed on revised MIG map.*

**Previous Board Action:** The board has previously heard updates and approved payments of MIG invoices.

**Background:** This represents continuation of an ongoing project of the Tehachapi Valley Recreation and Parks District.



**2012-13 Mid-Year Budget Review  
July 1–December 31, 2012**

Agenda Item 9I

INCOME	BUDGETED	ACTUAL	\$ REMAINING	% REMAINING
Property Tax	\$732,272	\$399,719	\$332,553	45%
Facility Rental	\$113,890	\$66,496	\$47,394	42%
Interest	\$2,500	\$718	\$1,782	71%
Misc Income	\$40,000	\$0	\$40,000	100%
Master Plan (City of Tehachapi Contribution)	\$35,000	\$0	\$35,000	100%
Events	\$23,200	\$12,749	\$10,451	45%
Contracted Activities	\$23,000	\$8,050	\$14,950	65%
Adult Programs	\$29,360	\$24,670	\$4,690	16%
Youth Programs	\$147,410	\$63,069	\$84,341	57%
Income Total	\$1,146,632	\$575,471	\$571,161	50%

COST OF GOODS SOLD (Recreation Activities)	BUDGETED	ACTUAL	REMAINING	% REMAINING
Events	\$10,664	\$5,859	\$4,805	45%
Contracted Activities	\$15,345	\$6,826	\$8,519	56%
Adult Programs	\$1,333	\$561	\$772	58%
Youth Programs	\$29,490	\$13,918	\$15,572	53%
Recreation Activities COGS Total	\$56,832	\$27,164	\$29,668	52%

WAGES & BENEFITS	BUDGETED	ACTUAL	REMAINING	% REMAINING
Administration Wages	\$125,768	\$30,540	\$95,228	76%
Recreation Wages	\$64,500	\$19,977	\$44,523	69%
Maintenance Wages	\$121,891	\$66,895	\$54,996	45%
Employee Benefits	\$167,740	\$73,414	\$94,326	56%
Adult Programs Wages	\$7,300	\$10,835	(\$3,535)	-48%
Youth Programs Wages	\$111,308	\$51,667	\$59,641	54%
Employee Wages & Benefits Total	\$598,507	\$253,328	\$345,179	58%

EXPENSES	BUDGETED	ACTUAL	REMAINING	% REMAINING
Advertising & Marketing	\$8,000	\$9,067	(\$1,067)	-13%
Bank Service Charges	\$2,700	\$1,586	\$1,114	41%
Dues & Subscriptions	\$2,200	\$170	\$2,030	92%
Equipment Rent & Lease	\$3,700	\$1,030	\$2,670	72%
Fuel	\$16,000	\$8,650	\$7,350	46%
Insurance Liability	\$19,000	\$6,613	\$12,388	65%
Licensees & Fees	\$2,500	\$645	\$1,855	74%
Maintenance - Facilities	\$7,400	\$4,435	\$2,965	40%
Maintenance - Equipment	\$6,000	\$2,640	\$3,360	56%
Maintenance - Janitorial supplies	\$7,500	\$7,528	(\$28)	0%
Maintenance - Materials & Supplies	\$57,600	\$21,357	\$36,243	63%
Maintenance - Fleet	\$5,000	\$25	\$4,975	100%
Master Plan	\$102,047	\$34,845	\$67,202	66%
Miscellaneous	\$0	\$3,310	(\$3,310)	0%
Office Supplies	\$10,000	\$5,949	\$4,051	41%
Payroll Voucher Service	\$5,600	\$1,480	\$4,120	74%
Phone	\$7,800	\$6,096	\$1,704	22%
Professional Development	\$3,500	\$2,087	\$1,413	40%
Professional Services	\$71,800	\$50,694	\$21,106	29%
Property Tax Collection Fee	\$7,500	(\$25)	\$7,525	100%
Public/Legal Notices	\$1,000	\$0	\$1,000	100%
Security	\$1,200	\$1,081	\$119	10%
Utilities	\$82,882	\$68,356	\$14,526	18%
Expenses Total	\$430,929	\$237,618	\$193,311	45%

**MID-YEAR BUDGET SUMMARY**

<u>Budget Total</u>	<u>Actual Expended</u>	<u>Remaining Budget \$</u>	<u>Remaining Budget %</u>
\$1,086,268	\$518,110	\$568,158	52%

**RESERVES**

Total District Revenue	\$1,146,632
Total District Expenses	<u>1,086,268</u>
<b>Reserves</b>	<b>\$60,364</b>

**SPECIAL FUNDS & ALLOCATIONS**

Quimby Fund	\$81,899
Development Fees (County)	\$434,950
Property Tax Advance	\$0