



**Tehachapi Valley**  
Recreation & Park District

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

**REGULAR BOARD MEETING  
TUESDAY, MAY 18, 2021, 5:30 P.M.**

**BOARD OF DIRECTORS**

IAN STEELE, CHAIRPERSON  
KALEB JUDY, VICE-CHAIRPERSON  
DWIGHT DREYER, DIRECTOR  
SANDY CHAVEZ, DIRECTOR

**A G E N D A**

**1. FLAG SALUTE**

**2. ROLL CALL**

**3. PUBLIC COMMENTS**

*The Tehachapi Valley Recreation and Park District Board of Directors welcome public comments on any items within the subject matter jurisdiction of the District. We respectfully request that this public forum be utilized in a positive and constructive manner. Items addressed during Public Comment section are generally matters not included on the posted agenda and therefore the Board will take no action at this meeting. Such items, however, may be added to a future meeting's agenda. Speakers are limited to two (2) minutes. Please state your name or organization represented, if any, before making presentation. Thank you.*

**4. CONSENT CALENDAR**

*All items listed on the Consent Calendar shall be considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board request specific items to be removed from the Consent Calendar for separate action.*

- A.** Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3).
- B.** Approval of the Preliminary Financial Reports for March 2021, (Pages 4-12).
- C.** Approval of Minutes from the Special Board Meeting held April 22, 2021, (Pages 13-14).

**5. RECREATION MANAGER REPORT**

**6. OPERATIONS MANAGER REPORT**

**7. DISTRICT MANAGER REPORT**

**8. AGENDA ITEMS**

- A. Recognition and Appreciation of TVRPD Board Director Wes Backes.
- B. Approval of the Agreement between Tehachapi Valley Recreation and Park District and Tehachapi Cummings County Water District, Discussion/Approval, (pages 15-31).
- C. Discussion/Approval of Park Development Fees, (pages 32-58).

**9. BOARD OF DIRECTORS' TIME**

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

**10. ADJOURNMENT**

*Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on June 15, 2021.*



**Tehachapi Valley**  
**Recreation & Park District**

**CERTIFICATE OF POSTING AGENDA**

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the May 18, 2021, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, May 14, 2021, at 5:30 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 Park District Board of Directors on the 14<sup>th</sup> day of May 2021.

Dated this 14<sup>th</sup> day of May 2021.

*Carrie Champlin*

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Carrie Champlin  
Clerk of the Board of Directors



# Tehachapi Valley Recreation and Park District

Balance Sheet  
As of March 31, 2021

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	685,811.26
1004 Check BOTS 4470	116,467.58
1005 County Treasury Capital Projects Fund	293,061.26
1006 County FMV	18,718.00
1007 Square Inc	1,094.58
1051 Change Fund	950.00
1100 Petty Cash Fund	400.00
<b>Total Bank Accounts</b>	<b>\$1,116,502.68</b>
Accounts Receivable	
1200 Accounts Receivable	2,862.50
<b>Total Accounts Receivable</b>	<b>\$2,862.50</b>
Other Current Assets	
1092 Credit Card Receivables	5,336.03
1096 Undeposited Funds	62.00
1210 Inventory Asset	3,763.84
<b>Total Other Current Assets</b>	<b>\$9,161.87</b>
<b>Total Current Assets</b>	<b>\$1,128,527.05</b>
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,083,943.01
1163 Equipment	1,202,057.05
1166 Furniture & Fixtures	27,502.88
1167 Machinery	48,662.24
1170 Accumulated Depreciation	-3,236,447.00
1180 Fleet Vehicles and Equipment	162,109.22
<b>Total Fixed Assets</b>	<b>\$1,994,953.68</b>
Other Assets	
1901 DOR-Pension Contributions	45,624.00
1903 DOR-Pension Related	70,912.00
<b>Total Other Assets</b>	<b>\$116,536.00</b>
<b>TOTAL ASSETS</b>	<b>\$3,240,016.73</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	20,562.01
<b>Total Accounts Payable</b>	<b>\$20,562.01</b>
Credit Cards	



# Tehachapi Valley Recreation and Park District

Balance Sheet  
As of March 31, 2021

	TOTAL
2010 Cardmember Services Payable	6,959.27
2014 Home Depot Payable	867.87
<b>Total Credit Cards</b>	<b>\$7,827.14</b>
Other Current Liabilities	
2024 Accrued Vacation, Sick, & Comp Time	60,134.72
2207 Sales tax payable	18.56
2208 Kern County Loan Payable	225,000.00
2210 Payroll Liabilities	2,067.39
2270 Refundable Deposits	5,500.00
<b>Total Other Current Liabilities</b>	<b>\$292,720.67</b>
<b>Total Current Liabilities</b>	<b>\$321,109.82</b>
Long-Term Liabilities	
2310 Loan Payable 2016	440,279.00
2900 Net Pension Liability	244,292.00
2902 DIR-Pension Related	46,365.00
<b>Total Long-Term Liabilities</b>	<b>\$730,936.00</b>
<b>Total Liabilities</b>	<b>\$1,052,045.82</b>
Equity	
3010 Net Investment In Capital Assets	1,378,585.85
3020 Restricted Funds	387,786.58
3110 Retained Earnings	333,481.78
Net Income	88,116.70
<b>Total Equity</b>	<b>\$2,187,970.91</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$3,240,016.73</b>



# Tehachapi Valley Recreation and Park District

## Profit and Loss

March 2021

	TOTAL		
	MAR 2021	JUL 2020 - MAR 2021 (YTD)	% OF INCOME
<b>Income</b>			
4010 Property Taxes	11,106.34	614,622.11	18.36 %
4020 Interest Income	189.09	5,629.49	0.31 %
4020.1 Interest Income Cap Proj Fund	0.00	2,141.37	0.00 %
4030 Adult Program Revenues	150.00	-4,168.50	0.25 %
4050 Facility Revenue	29,144.70	153,001.86	48.18 %
4210 Events Revenues		20.00	
4213 Operational Grants	3,100.00	5,337.88	5.12 %
4300 Youth Program Revenues	16,132.00	30,493.05	26.67 %
4610 Billable Expense Income		3,841.16	
4650 Discounts given	-25.00	-285.00	-0.04 %
4690 Other Income	24.00	24.00	0.04 %
4704 Sales	670.00	740.00	1.11 %
<b>Total Income</b>	<b>\$60,491.13</b>	<b>\$811,397.42</b>	<b>100.00 %</b>
<b>Cost of Goods Sold</b>			
5001 Adult Program Costs	69.70	69.70	0.12 %
5004 Contracted Classes Costs	2,000.00	14,400.00	3.31 %
5005 Events Costs		2,223.32	
5008 Youth Program Costs	139.60	1,505.95	0.23 %
5110 Scholarship Fund Expense		117.30	
<b>Total Cost of Goods Sold</b>	<b>\$2,209.30</b>	<b>\$18,316.27</b>	<b>3.65 %</b>
<b>GROSS PROFIT</b>	<b>\$58,281.83</b>	<b>\$793,081.15</b>	<b>96.35 %</b>
<b>Expenses</b>			
6000 Employee Costs	66,910.58	514,735.61	110.61 %
7010 Advertising & Marketing	689.89	4,581.52	1.14 %
7020 Bank Service Charges	1,419.49	9,202.22	2.35 %
7030 Dues & Subscriptions	240.00	3,564.46	0.40 %
7035 Equipment Rents & Leases		2,253.26	
7050 Insurance		49,311.00	
7056 Interest Expense		8,591.69	
7060 Licenses & Fees	6,243.53	12,814.31	10.32 %
7070 Maintenance	19,014.21	55,797.89	31.43 %
7084 Meals & Entertainment	366.45	3,450.05	0.61 %
7090 Office Supplies	1,402.70	12,950.99	2.32 %
7120 Professional Development		814.00	
7150 Professional Fees	8,620.05	50,269.79	14.25 %
7160 Property Tax Collection Fee	2,062.75	2,062.75	3.41 %
7165 Safety Equipment		34.19	
7180 Security	516.09	2,774.69	0.85 %
7210 Telephone and Internet	394.09	10,346.58	0.65 %
7230 Uniforms & Apparel	1,215.04	3,110.86	2.01 %
7250 Utilities	4,851.89	58,107.86	8.02 %



# Tehachapi Valley Recreation and Park District

## Profit and Loss

March 2021

	TOTAL		
	MAR 2021	JUL 2020 - MAR 2021 (YTD)	% OF INCOME
<b>Total Expenses</b>	<b>\$113,946.76</b>	<b>\$804,773.72</b>	<b>188.37 %</b>
NET OPERATING INCOME	<b>\$ -55,664.93</b>	<b>\$ -11,692.57</b>	<b>-92.02 %</b>
Other Income			
8020 Insurance Settlement Proceeds	1,507.27	1,507.27	2.49 %
8040 TVRPD Development Fee Revenues	14,959.00	98,302.00	24.73 %
<b>Total Other Income</b>	<b>\$16,466.27</b>	<b>\$99,809.27</b>	<b>27.22 %</b>
NET OTHER INCOME	<b>\$16,466.27</b>	<b>\$99,809.27</b>	<b>27.22 %</b>
NET INCOME	<b>\$ -39,198.66</b>	<b>\$88,116.70</b>	<b>-64.80 %</b>



# Tehachapi Valley Recreation and Park District

## Profit & Loss Prior Year Comparison

March 2021

	TOTAL			
	MAR 2021	MAR 2020 (PY)	CHANGE	% CHANGE
<b>Income</b>				
4010 Property Taxes	11,106.34	12,278.20	-1,171.86	-9.54 %
4020 Interest Income	189.09	-1.30	190.39	14,645.38 %
4030 Adult Program Revenues	150.00	3,942.50	-3,792.50	-96.20 %
4050 Facility Revenue	29,144.70	11,565.00	17,579.70	152.01 %
4210 Events Revenues		3,461.75	-3,461.75	-100.00 %
4213 Operational Grants	3,100.00	3,500.00	-400.00	-11.43 %
4216 Scholarship Donations		30.00	-30.00	-100.00 %
4300 Youth Program Revenues	16,132.00	13,038.10	3,093.90	23.73 %
4650 Discounts given	-25.00	-198.30	173.30	87.39 %
4690 Other Income	24.00		24.00	
4704 Sales	670.00		670.00	
<b>Total Income</b>	<b>\$60,491.13</b>	<b>\$47,615.95</b>	<b>\$12,875.18</b>	<b>27.04 %</b>
<b>Cost of Goods Sold</b>				
5001 Adult Program Costs	69.70		69.70	
5004 Contracted Classes Costs	2,000.00	1,814.50	185.50	10.22 %
5005 Events Costs		2,308.56	-2,308.56	-100.00 %
5008 Youth Program Costs	139.60	4,386.35	-4,246.75	-96.82 %
5110 Scholarship Fund Expense		134.00	-134.00	-100.00 %
<b>Total Cost of Goods Sold</b>	<b>\$2,209.30</b>	<b>\$8,643.41</b>	<b>\$ -6,434.11</b>	<b>-74.44 %</b>
<b>GROSS PROFIT</b>	<b>\$58,281.83</b>	<b>\$38,972.54</b>	<b>\$19,309.29</b>	<b>49.55 %</b>
<b>Expenses</b>				
6000 Employee Costs	66,910.58	50,292.67	16,617.91	33.04 %
7010 Advertising & Marketing	689.89	2,624.63	-1,934.74	-73.71 %
7020 Bank Service Charges	1,419.49	1,126.93	292.56	25.96 %
7030 Dues & Subscriptions	240.00	38.88	201.12	517.28 %
7035 Equipment Rents & Leases		177.05	-177.05	-100.00 %
7050 Insurance		511.50	-511.50	-100.00 %
7060 Licenses & Fees	6,243.53	740.23	5,503.30	743.46 %
7070 Maintenance	19,014.21	9,146.08	9,868.13	107.89 %
7084 Meals & Entertainment	366.45	64.72	301.73	466.21 %
7090 Office Supplies	1,402.70	498.92	903.78	181.15 %
7150 Professional Fees	8,620.05	3,620.00	5,000.05	138.12 %
7160 Property Tax Collection Fee	2,062.75	2,208.00	-145.25	-6.58 %
7180 Security	516.09	224.95	291.14	129.42 %
7210 Telephone and Internet	394.09	1,055.50	-661.41	-62.66 %
7230 Uniforms & Apparel	1,215.04		1,215.04	
7250 Utilities	4,851.89	8,675.01	-3,823.12	-44.07 %
<b>Total Expenses</b>	<b>\$113,946.76</b>	<b>\$81,005.07</b>	<b>\$32,941.69</b>	<b>40.67 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -55,664.93</b>	<b>\$ -42,032.53</b>	<b>\$ -13,632.40</b>	<b>-32.43 %</b>
<b>Other Income</b>				





# Tehachapi Valley Recreation and Park District

## Profit & Loss Prior Year Comparison

March 2021

	TOTAL			
	MAR 2021	MAR 2020 (PY)	CHANGE	% CHANGE
8020 Insurance Settlement Proceeds	1,507.27		1,507.27	
8040 TVRPD Development Fee Revenues	14,959.00	2,137.00	12,822.00	600.00 %
<b>Total Other Income</b>	<b>\$16,466.27</b>	<b>\$2,137.00</b>	<b>\$14,329.27</b>	<b>670.53 %</b>
NET OTHER INCOME	<b>\$16,466.27</b>	<b>\$2,137.00</b>	<b>\$14,329.27</b>	<b>670.53 %</b>
NET INCOME	<b>\$ -39,198.66</b>	<b>\$ -39,895.53</b>	<b>\$696.87</b>	<b>1.75 %</b>



# Tehachapi Valley Recreation and Park District

## Statement of Cash Flows

March 2021

	TOTAL
<b>OPERATING ACTIVITIES</b>	
Net Income	-39,198.66
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-2,862.50
1092 Credit Card Receivables	-6,013.00
2000 Accounts Payable-General Fund	2,070.14
2010 Cardmember Services Payable	2,474.55
2014 Home Depot Payable	-92.59
2208 Kern County Loan Payable	-225,000.00
2211 Payroll Liabilities:CalPERS Payable	2,557.75
2231 Payroll Liabilities:Health Plan Payable	-7,681.18
2241 Payroll Liabilities:AFLAC Payable	0.00
2250 Payroll Liabilities:Payroll Tax Liabilities	328.63
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>-234,218.20</b>
<b>Net cash provided by operating activities</b>	<b>\$ -273,416.86</b>
<b>INVESTING ACTIVITIES</b>	
1162 Improvements	2,613.75
<b>Net cash provided by investing activities</b>	<b>\$2,613.75</b>
<b>FINANCING ACTIVITIES</b>	
3010 Net Investment In Capital Assets	-14,959.00
3022 Restricted Funds:Capital Projects	14,959.00
<b>Net cash provided by financing activities</b>	<b>\$0.00</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>\$ -270,803.11</b>
Cash at beginning of period	1,387,367.79
<b>CASH AT END OF PERIOD</b>	<b>\$1,116,564.68</b>



# Tehachapi Valley Recreation and Park District

## TVRPD Budget vs Actual 2020-2021

July 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
<b>Income</b>				
4010 Property Taxes	614,622.11	953,595.63	338,973.52	35.55 %
4020 Interest Income	5,629.49	10,551.82	4,922.33	46.65 %
4020.1 Interest Income Cap Proj Fund	2,141.37		-2,141.37	
4030 Adult Program Revenues	-4,168.50	41,360.00	45,528.50	110.08 %
4050 Facility Revenue	153,001.86	182,660.00	29,658.14	16.24 %
4210 Events Revenues	20.00	59,100.00	59,080.00	99.97 %
4213 Operational Grants	5,337.88	61,375.00	56,037.12	91.30 %
4300 Youth Program Revenues	30,493.05	372,470.00	341,976.95	91.81 %
4610 Billable Expense Income	3,841.16	18,050.00	14,208.84	78.72 %
4650 Discounts given	-285.00	-6,000.00	-5,715.00	95.25 %
4690 Other Income	24.00		-24.00	
4704 Sales	740.00	600.00	-140.00	-23.33 %
<b>Total Income</b>	<b>\$811,397.42</b>	<b>\$1,693,762.45</b>	<b>\$882,365.03</b>	<b>52.09 %</b>
<b>Cost of Goods Sold</b>				
5001 Adult Program Costs	69.70	5,940.00	5,870.30	98.83 %
5002 Fish Stocking		7,500.00	7,500.00	100.00 %
5004 Contracted Classes Costs	14,400.00	38,225.00	23,825.00	62.33 %
5005 Events Costs	2,223.32	73,025.00	70,801.68	96.96 %
5008 Youth Program Costs	1,505.95	65,650.00	64,144.05	97.71 %
5110 Scholarship Fund Expense	117.30	4,000.00	3,882.70	97.07 %
5704 Purchases for Resale		2,300.00	2,300.00	100.00 %
<b>Total Cost of Goods Sold</b>	<b>\$18,316.27</b>	<b>\$196,640.00</b>	<b>\$178,323.73</b>	<b>90.69 %</b>
<b>GROSS PROFIT</b>	<b>\$793,081.15</b>	<b>\$1,497,122.45</b>	<b>\$704,041.30</b>	<b>47.03 %</b>
<b>Expenses</b>				
6000 Employee Costs	514,735.61	990,700.00	475,964.39	48.04 %
7010 Advertising & Marketing	4,581.52	40,000.00	35,418.48	88.55 %
7020 Bank Service Charges	9,202.22	14,000.00	4,797.78	34.27 %
7026 Charitable Contribution		18,500.00	18,500.00	100.00 %
7030 Dues & Subscriptions	3,564.46	7,000.00	3,435.54	49.08 %
7035 Equipment Rents & Leases	2,253.26	4,300.00	2,046.74	47.60 %
7050 Insurance	49,311.00	35,500.00	-13,811.00	-38.90 %
7056 Interest Expense	8,591.69	18,000.00	9,408.31	52.27 %
7060 Licenses & Fees	12,814.31	21,000.00	8,185.69	38.98 %
7070 Maintenance	55,797.89	102,200.00	46,402.11	45.40 %
7084 Meals & Entertainment	3,450.05	4,000.00	549.95	13.75 %
7090 Office Supplies	12,950.99	14,000.00	1,049.01	7.49 %
7120 Professional Development	814.00	7,500.00	6,686.00	89.15 %
7150 Professional Fees	50,269.79	79,500.00	29,230.21	36.77 %
7160 Property Tax Collection Fee	2,062.75	14,000.00	11,937.25	85.27 %
7165 Safety Equipment	34.19	2,000.00	1,965.81	98.29 %
7180 Security	2,774.69	5,700.00	2,925.31	51.32 %



# Tehachapi Valley Recreation and Park District

TVRPD Budget vs Actual 2020-2021

July 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
7210 Telephone and Internet	10,346.58	12,000.00	1,653.42	13.78 %
7230 Uniforms & Apparel	3,110.86	3,000.00	-110.86	-3.70 %
7250 Utilities	58,107.86	79,655.00	21,547.14	27.05 %
<b>Total Expenses</b>	<b>\$804,773.72</b>	<b>\$1,472,555.00</b>	<b>\$667,781.28</b>	<b>45.35 %</b>
NET OPERATING INCOME	<b>\$ -11,692.57</b>	<b>\$24,567.45</b>	<b>\$36,260.02</b>	<b>147.59 %</b>
Other Income				
8020 Insurance Settlement Proceeds	1,507.27		-1,507.27	
8040 TVRPD Development Fee Revenues	98,302.00		-98,302.00	
<b>Total Other Income</b>	<b>\$99,809.27</b>	<b>\$0.00</b>	<b>\$ -99,809.27</b>	<b>0.00%</b>
NET OTHER INCOME	<b>\$99,809.27</b>	<b>\$0.00</b>	<b>\$ -99,809.27</b>	<b>0.00%</b>
NET INCOME	<b>\$88,116.70</b>	<b>\$24,567.45</b>	<b>\$ -63,549.25</b>	<b>-258.67 %</b>

**MINUTES OF THE SPECIAL BOARD MEETING  
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT  
THURSDAY, APRIL 22, 2021, 1:00 P.M.**

Per the State of California Executive Order N-29-20, this meeting was held telephonically

**CALL TO ORDER:** Board Meeting Convened By Chairperson Steele at 1:00 P.M.

**BOARD MEMBERS**

Ian Steele, Chairperson  
Kaleb Judy, Vice-Chairperson  
Wes Backes, Director  
Sandy Chavez, Director  
Dwight Dreyer, Director

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

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

3. **PUBLIC COMMENTS:** None.

4. **CONSENT CALENDAR**

- A. Secretary Declaration of Posting of Agenda 24 hours in Advance of Meeting Held.  
Declaration by the Clerk of the Board of Directors that the agenda was posted at least 24 hours in advance of meeting. BOARD APPROVED SECRETARY DECLARATION.  
**Backes - Dreyer: Ayes: Steele; Judy; Backes; Dreyer**  
**Noes: None. Motion carried.**  
**Absent: Chavez**
- B. Approval of the Minutes from the Regular Board Meeting held March 16, 2021.  
BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD MARCH 16, 2021.  
**Backes - Dreyer: Ayes: Steele; Judy; Backes; Dreyer**  
**Noes: None. Motion carried.**  
**Absent: Chavez**
- C. Approval of the Preliminary Financial Reports for February 2021.  
BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR FEBRUARY 2021.  
**Backes - Dreyer: Ayes: Steele; Judy; Backes; Dreyer**  
**Noes: None. Motion carried.**  
**Absent: Chavez**

**5. AGENDA ITEMS**

**A. Approval of Tehachapi Valley Recreation and Park District's 2021 Job Descriptions and Salary Schedule.**

BOARD APPROVES THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT'S 2021 JOB DESCRIPTIONS AND SALARY SCHEDULE.

**Judy - Backes: Ayes: Steele; Judy; Backes; Dreyer**

**Noes: None. Motion carried.**

**Absent: Chavez**

**6. BOARD OF DIRECTORS TIME: None.**

**7. ADJOURNMENT**

Having no further business, the meeting was adjourned at 1:05 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on May 18, 2021.

**Judy - Backes: Ayes: Steele; Judy; Backes; Dreyer**

**Noes: None. Motion carried.**

**Absent: Chavez**

Respectfully Submitted,

*Carrie Champlin*

Clerk of the Board

## 2021 AGREEMENT FOR USE OF BRITE VALLEY AQUATIC RECREATION AREA

This 2021 AGREEMENT FOR USE OF BRITE VALLEY AQUATIC RECREATION AREA (this “2021 Agreement”) is entered into between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district organized and existing under Division 12 of the Water Code (§ 30000 et seq.), (“Water District”) and TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, a California parks and recreation district, (“Recreation District”), dated as of May \_\_\_\_, 2021 for reference purposes only. Water District and Recreation District are each a “Party” and collectively the “Parties.”

### RECITALS

A. Water District owns and operates the J.C. Jacobsen Reservoir commonly known as “Brite Lake” located in Brite Valley and owns certain real property surrounding Brite Lake (collectively with Brite Lake, the “Water District Property”) located in the County of Kern.

B. Brite Lake and a portion of the Water District Property are available and suitable for certain recreational purposes and shall collectively be referred to herein as the “Brite Valley Aquatic Recreation Area” and depicted on Exhibit A attached hereto. “Licensed Land” shall refer to the land portion of the Brite Valley Aquatic Recreation Area.

C. Recreation District and Water District entered into an Agreement on June 19, 1974 (the “1974 Agreement”), which gave Recreation District the authority to use Brite Lake and a certain portion of the Water District Property as an aquatic recreation area and which delineated the respective rights and responsibilities of Recreation District and Water District as to this property.

D. Water District, Recreation District, and the County of Kern, a political subdivision of the State of California, (the “County”) entered into an Agreement for Construction, Maintenance, and Operation of the Brite Valley Aquatic Recreation Area on June 19, 1975 (the “1975 Agreement”), amending paragraph 6 of the 1974 Agreement and committing County funds to be expended on the construction of recreational facilities within the Brite Valley Aquatic Recreation Area, which facilities would be operated and maintained by Recreation District.

E. Water District, Recreation District, and the County entered into a First Amendment to Agreement on July 13, 1999 (the “First Amendment”) by which the terms of both the 1974 Agreement and the 1975 Agreement were extended to June 30, 2025. Further reference to the 1974 Agreement and the 1975 Agreement herein shall be deemed to include the First Amendment.

F. By this 2021 Agreement, the Water District and the Recreation District desire to clarify, restate, and amend their respective rights and obligations under the 1974 and 1975 Agreements without disturbing, altering, or amending the provisions of the 1974 and 1975 Agreements relating to the County.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

1. License. Subject to the terms of this 2021 Agreement, Water District grants to Recreation District, and Recreation District accepts, a license to use and occupy the Brite Valley Aquatic Recreation Area for the purpose of offering recreational activities and opportunities to members of the public (the "License"). The License is subject to all outstanding easements and other interests of record. Water District shall otherwise retain all rights, title, and interest in the Brite Valley Aquatic Recreation Area, and nothing in this 2021 Agreement shall be construed as granting or reserving for Recreation District any interest or right in the other Water District Property or any portion thereof.

2. Reservation to License. As stated in Sections 6 and 7 herein, Water District reserves the right to access the Brite Valley Aquatic Recreation Area at all times for any Water District purpose.

3. Consideration for License. Water District grants the License to Recreation District in consideration of Recreation District's obligations under this 2021 Agreement, and Recreation District shall not be required to pay any additional fee for the License.

4. Term of Agreement. The term of this 2021 Agreement shall commence when approved by the Board of Directors of both Parties and fully executed ("Effective Date") and shall remain in effect for a term of 10 years from the Effective date, unless sooner terminated as provided below.

5. Amendment of 1974 and 1975 Agreement. The following provisions of the 1974 and 1975 Agreements are deleted in their entirety and replaced by the terms of this 2021 Agreement:

1974 Agreement:

- a) Paragraph 3 (Agreements and Expenses)
- b) Paragraph 4 (Accounting and Reports)
- c) Paragraph 5 (The Project)
- d) Paragraph 7 (Preparation of Plans, Approval by Water District, etc.)
- e) Paragraph 8 (Preparation of Rules and Regulations; Manning and Clean-up)
- f) Paragraph 9 (Operative Date of Agreement)
- g) Paragraph 10 (Permits and Approvals)
- h) Paragraph 11 (Completion of Facilities)
- i) Paragraph 12 (Further Obligations of Recreation District, etc.)
- j) Paragraph 13 (Withdrawal of Certain Areas from Agreement)
- k) Paragraph 15 (Removal of Facilities Upon Termination of Agreement)
- l) Paragraph 16 (Rights of Recreation District)
- m) Paragraph 17 (Insurance and Indemnity)

1975 Agreement:

- a) Paragraph 12 (Operation of Reservoir)

The 1974 Agreement and the 1975 Agreement will remain in effect, as amended herein, through their termination dates of June 30, 2025. Upon termination, the Parties' rights and obligations shall be as stated in this 2021 Agreement.

6. Use of Brite Lake by Recreation District. Pursuant to the License, Recreation District is authorized to offer to members of the public the opportunity to fish the waters of Brite Lake from the shore, the dock, and from non-motorized boats, including electric boats. Recreation District will require that all fishing be done pursuant to the California Department of Fish and Wildlife rules and regulations. Recreation District acknowledges and agrees that Brite Lake is a primary source of domestic water, and thus all bodily contact with the water in Brite Lake is prohibited by California Health and Safety Code section 115825. Recreation District will not sponsor or authorize any activities that promote bodily



contact with water in Brite Lake, will include a prohibition of swimming or wading in its promotional materials and website, and will post signs on the Licensed Land prohibiting these activities. Water District makes no representation or warranty regarding the level of water stored at any time in Brite Lake, which level shall be determined by Water District in its sole discretion as necessary for its operations.

6.1 Water District's Priority of Access to and Use of Brite Lake. Water District reserves the right to conduct any operations on or within Brite Lake at any time in connection with its operation of Brite Lake. In the event Water District's operations of Brite Lake are likely to have a significant impact on the activities offered by Recreation District, Water District will, to the extent reasonably feasible, and except in cases of an emergency, notify Recreation District 30 days in advance of those operations and the anticipated duration of the operations so that Recreation District may notify members of the public.

7. Use of the Licensed Land by Recreation District. Pursuant to the License, Recreation District is authorized to offer to members of the public an array of activities on the Licensed Land, including overnight tent and RV camping, picnicking, hiking, school trips, and group rentals of the three pavilions located on the Licensed Land which are operated by Recreation District.

7.1. Water District's Priority of Access to and Use of Licensed Land. Water District reserves the right to access the Licensed Land at any time and for any purpose associated with its operation of Brite Lake or other Water District facilities. In the event Water District's activities on the Licensed Land will significantly impact any of the designated camp or RV sites or use of the three pavilions which Recreation District rents in advance to members of the public or any portion of the Licensed Land, Water District will, to the extent reasonably feasible, and, except in cases of an emergency, notify Recreation District 30 days in advance of those activities and the anticipated duration of the activities so that Recreation District may stop accepting reservations for those areas during the dates specified and notify members of the public.

8. Event Scheduling.

8.1. Annual Events. Throughout the calendar year, Recreation District may, subject to this Section, offer annual events at Brite Valley Aquatic Recreation Area, including, but not limited to, the Brite Lake Fishing Derby, Astronomy Star Parties, and the AM Field Radio Day (the "Annual Events"). On or before December 1 of each year, Recreation District shall provide a calendar of the proposed Annual Events to Water District with the anticipated dates, times, and event descriptions for the following year in the form attached hereto as Exhibit B. Water District shall have 35 days to return the written notice to Recreation District in which Water District shall either (a) approve the Annual Event calendar; (b) impose conditions on one or more of the Annual Events; or (c) deny approval of one or more of the Annual Events. Water District's failure to respond within 35 days shall be deemed approval of the Annual Event calendar and the events identified therein. No fee shall be assessed to Recreation District for the Annual Events by Water District unless the Parties otherwise agree. Water District will use its best efforts to schedule its regular maintenance of Brite Lake, Water District facilities, and the Licensed Land so that it will not interfere with the Annual Events.

8.2. Special Events. In addition to the Annual Events, Recreation District may, from time to time, offer to members of the public a special event (a "Special Event"). If Recreation District elects to offer a Special Event, Recreation District shall provide 60 days' written notice prior to the proposed date of the Special Event to Water District in the form attached hereto as Exhibit C. Water District shall have 35 days to return the written notice to Recreation District in which Water District shall either (a) approve the Special Event, (b) impose conditions on the Special Event, or (c) deny approval of the Special Event. Water District's failure to respond within 35 days shall be deemed approval of the

Special Event. No fee shall be assessed to Recreation District for the Special Event by Water District unless the Parties otherwise agree.

9. Maintenance and Repair Responsibilities for Licensed Land.

9.1. Recreation District. During the term of this 2021 Agreement, Recreation District shall be responsible, at its sole cost and expense, without right of reimbursement from Water District, for all regular maintenance, repair, clean-up, and trash removal associated with the Licensed Land and improvements thereon, including, without limitation, the restrooms, showers, fee station, parking lots, camp sites, RV hook-up sites, boat launch, dock, pavilions, and any play equipment located on the Licensed Land. Recreation District shall also be responsible, at its sole cost and expense, without right of reimbursement from Water District, for regular maintenance and repair of (a) all fencing within or surrounding the Brite Valley Aquatic Recreation Area and (b) all irrigation systems used to irrigate the Licensed Land. If Recreation District fails to perform its duties, obligations, and responsibilities under this Section, Water District may, at its option, after 20 days' prior written notice to Recreation District, or without notice in the case of an emergency, perform such duties, obligations, and responsibilities on Recreation District's behalf and put the same in good order, condition, and repair, and the cost thereof shall be paid by Recreation District to Water District no later than 30 days of receipt of an invoice for repairs and/or maintenance.

9.2. Water District. Water District shall be responsible, at its sole cost and expense without right of reimbursement from Recreation District, for regular maintenance and repair of (a) Water District facilities supplying water to irrigation systems used to irrigate the Licensed Land, but not beyond the backflow preventers at the points of connection of the irrigation systems to the Water District's facilities, and (b) all drainage channels. If Water District fails to perform its duties, obligations, and responsibilities under this Section, Recreation District may, at its option, after 20 days' prior written notice to Water District, perform such duties, obligations, and responsibilities on Water District's behalf and put the same in good order, condition, and repair, and the cost thereof shall be paid by Water District to Recreation District no later than 30 days of receipt of an invoice for repairs and/or maintenance.

9.3. Road Maintenance. Water District shall be responsible, at its sole cost and expense without right of reimbursement from Recreation District, for maintaining the paved roads accessing the north and west sides of Brite Lake to a standard to be determined by Water District in its sole discretion. Recreation District shall be responsible, at its sole cost and expense, without right of reimbursement from Water District, for maintaining all other roads within the Licensed Area to a standard to be determined by Recreation District in its sole discretion.

10. Maintenance and Repair Responsibilities for Brite Lake. Water District shall be responsible, at its sole cost and expense, for all regular maintenance and repairs to Brite Lake and the Water District's improvements, equipment and systems associated with the operation of Brite Lake, provided, however, that Recreation District shall promptly reimburse Water District for damage to or destruction of Brite Lake and any of Water District's improvements, equipment, or systems arising from Recreation District's use of Brite Lake.

11. Alterations and Improvements to Brite Valley Aquatic Recreation Area. Except as otherwise required by the 1975 Agreement, Recreation District acknowledges and agrees that existing improvements on the Licensed Land and future improvements that may be added to the Licensed Land are owned by Water District. For any modification to an existing improvement, or addition of a new improvement, that Recreation District desires to make that shall exceed \$1,000 in total cost, Recreation District shall first provide notice and obtain Water District's prior written consent, which consent shall not be unreasonably withheld. Recreation District shall deliver to Water District, in the form attached hereto as Exhibit D, written notice of the proposed alteration, its location, and its purpose. Water District

shall have 20 days to either (a) approve the proposed modification or improvement; (b) impose conditions on the proposed modification or improvement; or (c) deny approval of the modification or improvement. Water District's failure to respond within 20 days shall be deemed approval of the modification or improvement. Recreation District shall be responsible for all permitting, regulatory approvals, costs, and expenses associated with the modification or improvement.

12. **Default and Termination.** Should any Party default in the performance of or breach any covenant, condition, or restriction of this 2021 Agreement to be kept or performed by that Party, and should such default or breach continue uncured for a period of 30 days from and after written notice thereof, the non-defaulting Party may, at its option, terminate this 2021 Agreement by giving the defaulting Party written notice thereof.

13. **Insurance.**

13.1. **Minimum Scope of Insurance.** Recreation District shall procure and maintain throughout the term of this 2021 Agreement, at its sole cost and expense, insurance relating to its use of the Brite Valley Aquatic Recreation Area as follows: (a) comprehensive general liability and property damage insurance, (b) automobile insurance, and (c) workers compensation insurance (as required by state law). Such insurance shall insure against all claims for death and injuries to persons and damages to property that may arise from or in connection with use of the Brite Valley Aquatic Recreation Area, including, but not limited to, injuries to third parties such as participants and invitees.

13.2. **Minimum Limits of Insurance.** Coverage shall provide limits no less than: (a) *General Liability*: \$5,000,000 per occurrence for bodily injury, personal injury, death, and property damage; (b) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (c) *Workers' Compensation*: Workers' compensation limits as required by the California Labor Code.

13.3. **Insurance Endorsements.** The insurance policies, or their endorsements, shall contain the following provisions:

13.4. **General Liability.** The general liability policy shall be endorsed to state that: (a) the Water District and its directors, officials, officers, employees, volunteers, and agents shall be named as additional insureds with respect to the performance under this 2021 Agreement by the insuring Party and its officials, officers, agents, representatives, employees, agents, or volunteers, including materials, parts, or equipment furnished in connection with such services; and (b) the insurance coverage shall be primary insurance as respects the Water District and its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the insuring Party's scheduled underlying coverage. Any insurance or self-insurance maintained by the Water District or its directors, officials, officers, employees, volunteers, and agents shall be excess of the insuring Party's insurance and shall not be called upon to contribute with it in any way.

13.5. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (a) the Water District and its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the insuring Party or for which the insuring Party is responsible; and (b) the insurance coverage shall be primary insurance as respects the Water District and its directors, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the insuring Party's scheduled underlying coverage. Any insurance or self-insurance maintained by the Water District or its directors, officials, officers, employees, volunteers, and agents shall be excess of the insuring Party's insurance and shall not be called upon to contribute with it in any way.

13.6. Workers' Compensation. The insurer shall agree to waive all rights of subrogation against the non-insuring Party and its directors, officials, officers, employees, and agents for losses paid under the insurance policy that arise from work performed by the insuring Party.

13.7. All Coverages. Each insurance policy required by this 2021 Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced, or canceled except after 30 days' prior written notice by first class mail has been given to the Water District.

13.8. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the non-insuring Party or its directors, officials, officers, employees, and agents.

13.9. Acceptability of Insurers. Insurance is to be placed with: (a) insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the non-insuring Party; (a) with a joint powers agency acceptable to the non-insuring Party or (a) under a self-insurance program acceptable to the non-insuring Party.

13.10. Verification of Coverage. Recreation District shall furnish Water District with original certificates of insurance and endorsements effecting coverage required by this 2021 Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Insurance shall remain in effect during entire term of agreement, and Recreation District shall promptly notify Water District of any changes to or extensions of insurance coverage. Recreation District shall also provide Water District with verification of coverage from time to time as requested by Water District.

#### 14. Indemnification.

14.1. By Recreation District. Recreation District shall defend, indemnify, and hold Water District and its officials, officers, employees, agents, and volunteers free and harmless from and against all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings, and penalties, including attorneys' fees and costs, arising from or relating to the following: (a) Recreation District's use or occupancy of the Brite Valley Aquatic Recreation Area, (b) the conduct of Recreation District's activities or anything else done or permitted by Recreation District to be done in or about the Brite Valley Aquatic Recreation Area, including, without limitation, recreational use of the Brite Valley Aquatic Recreation Area by invited members of the public, (c) any breach or default on the performance of Recreation District's duties, obligations and responsibilities under this 2021 Agreement, and (d) any other claim for injury, damage, or liability caused by any act, omission, fault, or negligence, whether active or passive, of Recreation District or members of the public lawfully present in or on Brite Valley Aquatic Recreation Area and not caused by the sole negligence or willful misconduct of Water District, its officers, agents, or employees. Water District may participate in the defense of any claim or suit without relieving Recreation District of any obligations hereunder, including its obligation to pay the Water District's attorneys' fees and costs.

14.2 By Water District. Water District shall defend, indemnify, and hold Recreation District and its officials, officers, employees, agents, and volunteers free and harmless from and against all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings and penalties, including attorneys' fees and costs, arising from or relating to the following: (a) the sole negligence, whether active or passive, or willful misconduct of Water District, its officers, agents, or employees, and (b) any breach or default in the performance of Water District's duties, obligations and responsibilities under this 2021 Agreement. Water District shall indemnify and hold Recreation District

and its officials, officers, employees, agents, and volunteers free and harmless from and against all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings, and penalties caused by the negligence, whether active or passive, of Water District and not caused by the sole negligence of Recreation District, its officers, agents, employees, or invited members of the public. Recreation District may participate in the defense of any claim or suit without relieving Water District of any obligations hereunder, including attorneys' fees and costs.

14. **Notices.** All notices, demands, and other communications required to be given to a Party shall be in writing, shall be emailed or personally delivered, and shall be deemed to have been delivered (a) if delivered in person, upon delivery to a representative of a Party, or (b) if emailed, on transmission of the email, provided that (1) the email was transmitted between 8:00 a.m. and 5:00 p.m., and (2) a printed copy of the email transmitted was also deposited on the same business day the email was transmitted in the United States mail, postage prepaid, and addressed to the other Party at the address provided in this Section or at such other address or addresses of which such Party may give notice in accordance with this Section:

**Recreation District:**

Tehachapi Recreation and Park District  
Attn: Corey Torres  
Its: District Manager  
490 W D Street  
Tehachapi, California, 93561  
Email Address: ctores@tvrpd.org

**Water District:**

Tehachapi-Cummings County Water District  
Attn: Tom Neisler  
Its: General Manager  
22901 Banducci Road  
Tehachapi, California, 93561  
Email Address: tneisler@tccwd.com

15. **Further Assurances.** In addition to the actions specifically provided for elsewhere in this 2021 Agreement, Water District and Recreation District agree to execute or cause to be executed and to record or cause to be recorded any agreements, instruments, and other documents, and to take any actions, reasonably necessary or desirable to fully effectuate the intents and purposes of this 2021 Agreement.

16. **Relationship of the Parties.** This 2021 Agreement shall not be construed to place the Parties in the relationship of legal representatives, partners, joint venturers, or agents of or with each other. No Party shall have any power to obligate or bind the other Party in any manner whatsoever, unless specifically provided herein.

17. **Third Party Beneficiaries.** Except for the indemnification rights under Section 14 of this 2021 Agreement, the provisions of this 2021 Agreement are solely for the benefit of the Parties and their respective successors and permitted assigns and are not intended to confer upon any person, except the Parties and their respective successors and permitted assigns, any rights or remedies hereunder.

18. **Assignment.** This 2021 Agreement and the license granted hereby shall be non-assignable, and any purported assignment in violation of this 2021 Agreement shall be void. This 2021 Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

19. **Waiver of Defaults.** Waiver by any Party of any default by the other Party of any provision of this 2021 Agreement shall not be construed to be a waiver by the waiving Party of any subsequent or other default, nor shall it in any way affect the validity of this 2021 Agreement or prejudice the rights of the other Party thereafter to enforce each such provision. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single

or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. Severability. If any provision of this 2021 Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, so long as the legal substance of the transactions contemplated hereby, as the case may be, is not affected in any manner adverse to any Party. Upon such determination, the Parties shall negotiate in good faith to agree upon a suitable and equitable provision to carry out the original intent of the Parties.

21. Attorneys' Fees. In any action to interpret or enforce this 2021 Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other recovery, whether incurred before or at trial or on appeal.

22. Governing Law. This 2021 Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws rules thereof to the extent such rules would require the application of the law of another jurisdiction. The Parties also agree that the Brite Valley Aquatic Recreation Area is located in and this 2021 Agreement is made and to be performed in Kern County, California, and therefore the only proper venue for any litigation shall be the Kern County Superior Court, Metropolitan Division.

23. Entire Agreement. This 2021 Agreement, the 1975 Agreement, the 1974 Agreement, and any other agreements and documents referred to herein, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, understandings, writings, commitments, and conversations between the Parties with respect to such subject matter.

24. Amendments. No provisions of this 2021 Agreement shall be deemed amended, modified, or supplemented by any Party, unless such amendment, supplement, or modification is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced. **IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this 2021 Agreement as of the date first above written.

**WATER DISTRICT:**

Tehachapi-Cummings County Water District, a California County Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**RECREATION DISTRICT:**









Tehachapi Valley Recreation and Park District, a California Parks and Recreation District

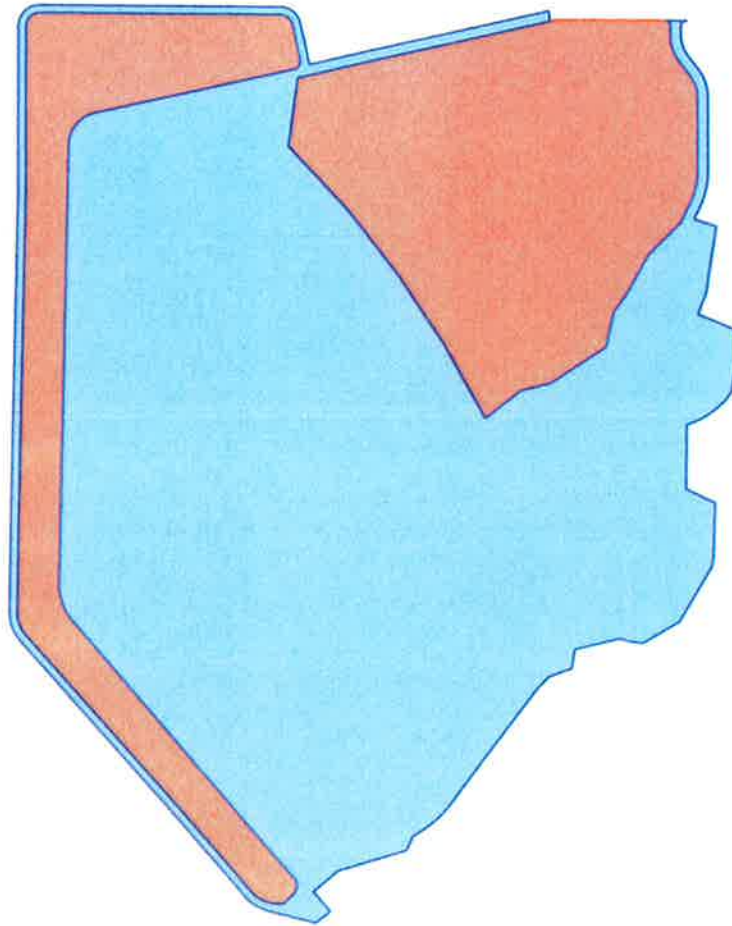
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A – Depiction of Brite Valley Aquatic Recreation Area**

TVRPD Lease Area

Legend	
	Parcels
	TCCWD District Boundary
	TVRPD Lease Area - Line
	TVRPD Lease Area - Fill
	TVRPD Exclusion Area - Fill
	TVRPD Exclusion Area - Line
	TVRPD Exclusion Area - Line
	TVRPD Exclusion Area - Fill





**EXHIBIT B – Annual Event Calendar**



**Tehachapi Valley**  
Recreation & Park District

Annual Events Calendar

**EVENT NAME**

Anticipated Date	
Anticipated Time	
Event Description	

**EVENT NAME**

Anticipated Date	
Anticipated Time	
Event Description	

**EXHIBIT C - Notice of Special Event**

## SPECIAL USE APPLICATION

**Host Organization Name** - The Host Organization is legally and financially responsible for the overall organization, management, and implementation of an event and its related activities.

Host Organization Name: \_\_\_\_\_

Are you a Tehachapi based Non-Profit Organization?

Yes

No

**Chief Officer** - The Chief Officer of the Host Organization must be identified and sign the permit application. Typically, the Chief Officer is the Chief Executive Officer, President, Executive Director or Board Chair of the Host Organization.

Chief Officer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Applicant/Primary Contact** - Please list any person, professional event organizer, event service provider hired by you that is authorized to work on your behalf to plan this event and be available during the entire event.

First: \_\_\_\_\_ Last: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

A written communication from the Chief Officer of the Host Organization authorizing the applicant to apply for this Special Event Permit on their behalf must be submitted with your permit application.

**SUBMISSION REQUIREMENTS:**     *Application must be submitted a minimum of 30 days prior to event.*

**Event description** – Please be specific.

## Event Information

Name of Event: \_\_\_\_\_

Is this an annual event?  Yes  No If yes, how many years has it been held? \_\_\_\_\_

**Anticipated Participants** – The estimated number of participants (staff, volunteers, vendors, etc.) should be based on the number of the total number of people you anticipate will participate in the event or provide support services to the event.

Date \_\_\_\_\_ Number of Participants \_\_\_\_\_

Date \_\_\_\_\_ Number of Participants \_\_\_\_\_

Date \_\_\_\_\_ Number of Participants \_\_\_\_\_

### Event Category

\_\_\_\_ Organized Run/Walk      \_\_\_\_ Festival/Celebration      \_\_\_\_ Neighborhood Block Party

\_\_\_\_ Street Festival      \_\_\_\_ Cycling Event

\_\_\_\_ Parade/Procession/March      \_\_\_\_ Other, please specify: \_\_\_\_\_

### Event Location

City Property (describe) \_\_\_\_\_

\_\_\_\_ Streets or Right Of Way, please specify: \_\_\_\_\_

\_\_\_\_ Other, please specify: \_\_\_\_\_

### Date/Time

#### Event Dates

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

#### Setup

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

#### Move-out

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**EXHIBIT D - Notice of Proposed Alteration or New Improvement**

**BRITE LAKE IMPROVEMENT(S) APPLICATION**

Anticipated start date: \_\_\_\_\_ Anticipated completion date: \_\_\_\_\_

Improvement(s) description:

Estimated cost: \_\_\_\_\_

**Applicant/Primary Contact**

First: \_\_\_\_\_ Last: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

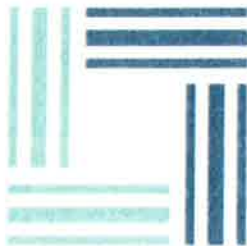
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



# Parks & Recreation and Civic Facilities Development Impact Fee Study

Draft Report  
February 17, 2021



LECHOWICZ + TSENG

URBAN PLANNING & ENVIRONMENTAL

4000 W. 10th  
Tucson, AZ 85710  
520.545.1541

[www.lechowicz-tsen.com](http://www.lechowicz-tsen.com)





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## SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY

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### 1.1 Background

The purpose of this report is to update the City of Tehachapi's (City) parks and recreation development impact fees and civic facilities development impact fees. Development impact fees are one-time fees paid by new development when building permits are issued by the City. The fees are intended to recover the capital cost of facilities needed to accommodate growth. They do not collect revenues to fund routine maintenance or operations.

The City's parks and recreation impact fee was last updated May 2006 via Resolution No. 11-06. It should be noted that the parks impact fee has two aspects – a City facilities fee paid by inside-City development and a Tehachapi Valley Regional Parks District (TVRPD) facilities fee paid by outside-City (County) development. The parks and recreation fee is charged to residential development only. Example facilities funded by the fees include playground equipment, sports fields, park restrooms, community meeting areas, and City or TVRPD staff offices. Parkland acquisition or park In-lieu fees are not considered in this report. Residential development agreements typically require builders to construct or fund local pocket parks serving their developments. The cost of development-specific parks is not evaluated in this study.

The City's civic impact fee was last updated July 2009 via Resolution No. 24-09. The resolution allows for annual inflationary increases to the fee, although the City has never implemented such increases. The civic fee includes both City administrative facilities (such as the City Hall annex) as well as police department facilities. The civic fee is charged to both residential and commercial development.

### 1.2 Current Development Impact Fees

The City's current parks and civic impact fees are shown in Table 1. Parks and recreation fees are charged to residences and not charged to businesses. The parks impact fee is assessed on a per dwelling unit basis. Multifamily dwelling units are charged a lower fee than single family dwelling units based on lower average occupancy and thus lower average use of facilities. The civic impact fee is charged to both residential and nonresidential development. Nonresidential fee categories are divided between commercial and industrial development and are charged in increments of 1,000 square feet (sq ft). The commercial impact fee is higher than the industrial fee, reflecting a greater density of employees on average.

**Table 1: Current Parks and Civic Development Impact Fees  
Parks and Civic Facilities Development Impact Fee Study  
City of Tehachapi**

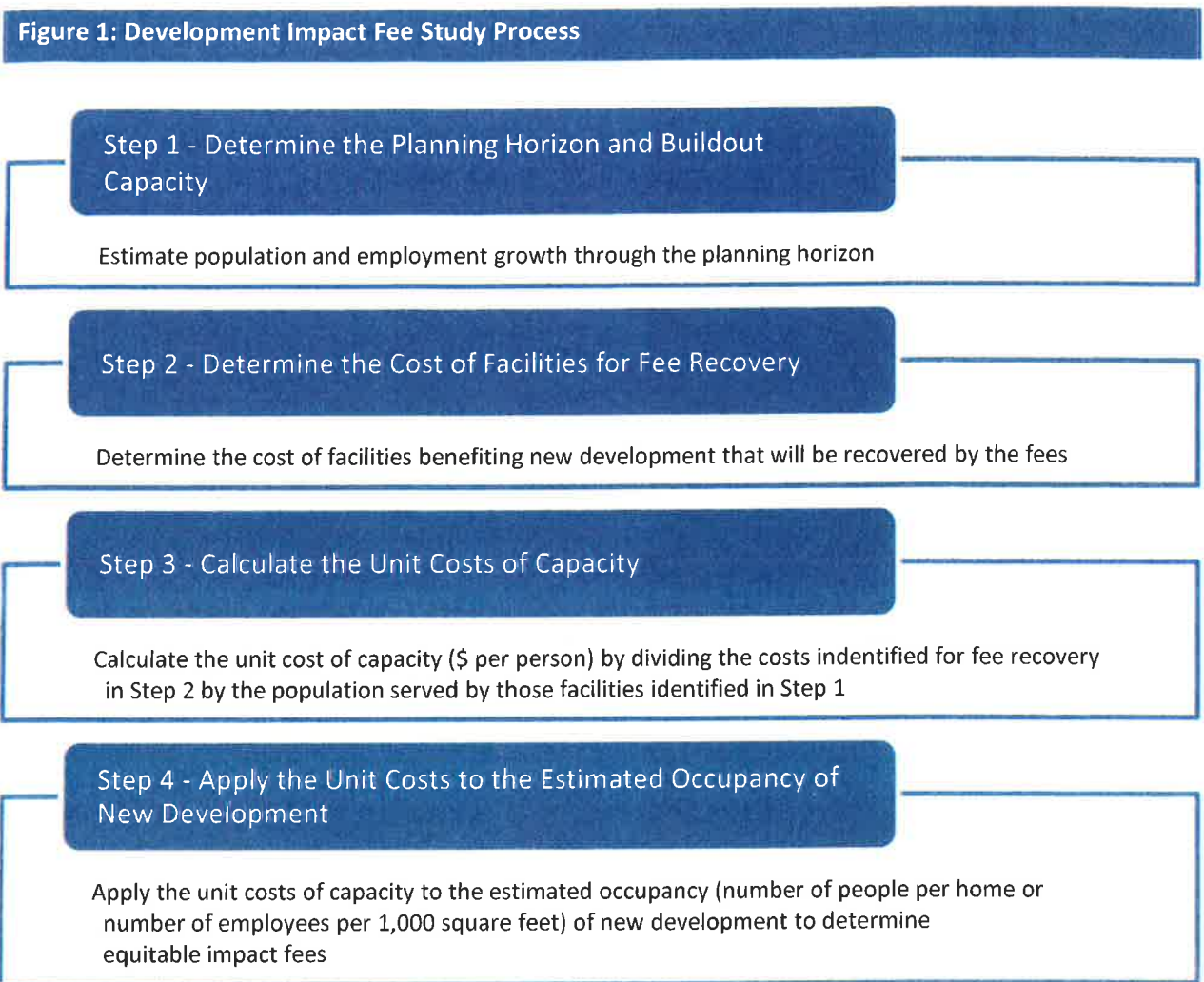
<b>Category</b>	<b>Current Fee</b>	
<b>Parks &amp; Recreation</b>		
Single Family	\$2,137.00	per dwelling unit
Multifamily	\$1,267.00	per dwelling unit
<b>Civic &amp; Police</b>		
Single Family	\$2,056.00	per dwelling unit
Multifamily	\$1,354.00	per dwelling unit
Commercial	\$2,128.00	per 1,000 sqft
Industrial	\$1,059.00	per 1,000 sqft

### 1.3 Legal Requirements

The Mitigation Fee Act (California Government Code Sections 66000 through 66025) describes the legal requirements pertaining to establishing impact fees (also called capacity fees or connection fees). The Act requires that for any fee to be adopted, the City must identify facilities that benefit new growth and development and determine a fair value or cost of those facilities. The cost of facilities attributable to new development must be proportional to the share of facilities the development uses. This report provides an administrative record to identify and document the facilities benefitting growth, the cost and capacity of these facilities, and the calculation of proposed impact fees based on new development’s proportionate share of the costs described.

## 1.4 Impact Fee Study Process

The fee study process is summarized in the figure below.



## 1.5 Proposed Fees

The current and proposed fees are provided in Table 2.

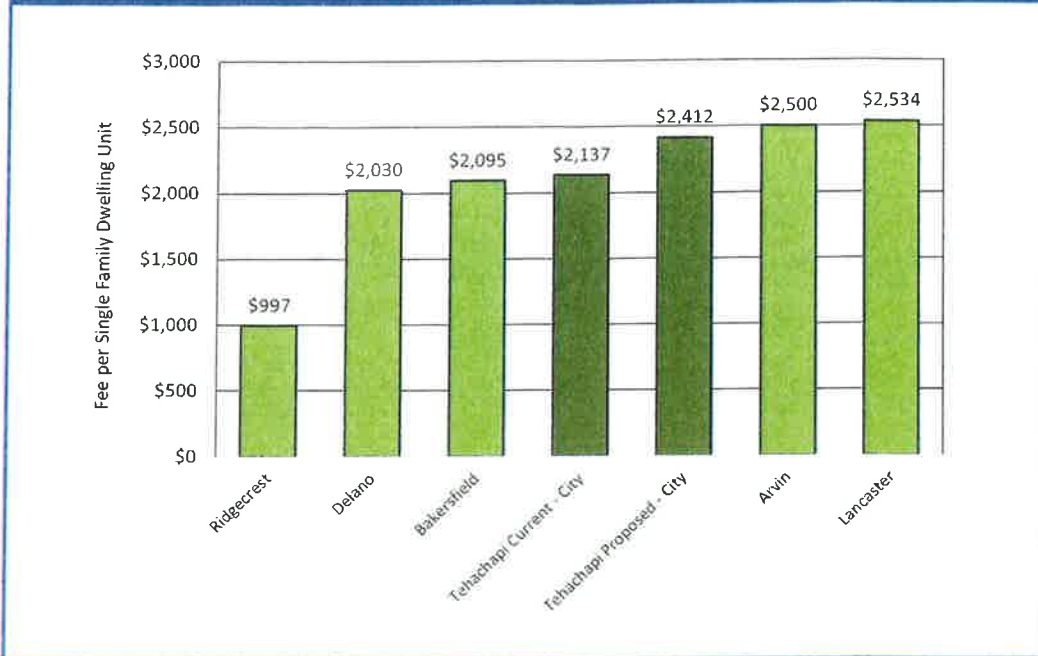
Table 2: Current and Proposed Fee Comparison Parks and Civic Facilities Development Impact Fee Study City of Tehachapi			
Category	Current Fee	Proposed Fee	
Parks & Recreation (City share)			
Single Family	\$2,137.00	\$2,411.76	per dwelling unit
Multifamily	\$1,267.00	\$1,622.30	per dwelling unit
Parks & Recreation (TVRPD share)			
Single Family		\$2,355.47	per dwelling unit
Multifamily		\$1,584.43	per dwelling unit
Civic & Police			
Single Family	\$2,056.00	\$3,814.32	per dwelling unit
Multifamily	\$1,354.00	\$2,565.75	per dwelling unit
Commercial	\$2,128.00	\$3,631.81	per 1,000 sqft
Industrial	\$1,059.00	\$1,808.11	per 1,000 sqft

Figure 2 is a chart comparing the City's current and proposed single family residential parks and recreation fees (City share) with the fees charged by comparable public agencies. The Cities of California City and Shafter were surveyed but do not charge parks and recreation impact fees. The survey does not include in-lieu or parkland dedication fees. The City's current fee is in the middle range of surveyed impact fees and the proposed fee will remain as such.

Figure 3 compares the City's current and proposed civic fees (including police fees) with the fees charged by other local agencies. The Cities of Bakersfield, California City, and Shafter were surveyed but do not charge civic facility impact fees. The City's current fee is in the higher range of surveyed agencies. Significant civic fees are not common in the local area; however, they are used by other agencies throughout the state.

Figure 4 is a chart comparing the combined parks and civic fees with the fees of other local agencies.

**Figure 2: Single Family Residential Parks & Recreation Development Impact Fees**



**Figure 3: Single Family Civic Development Impact Fees**

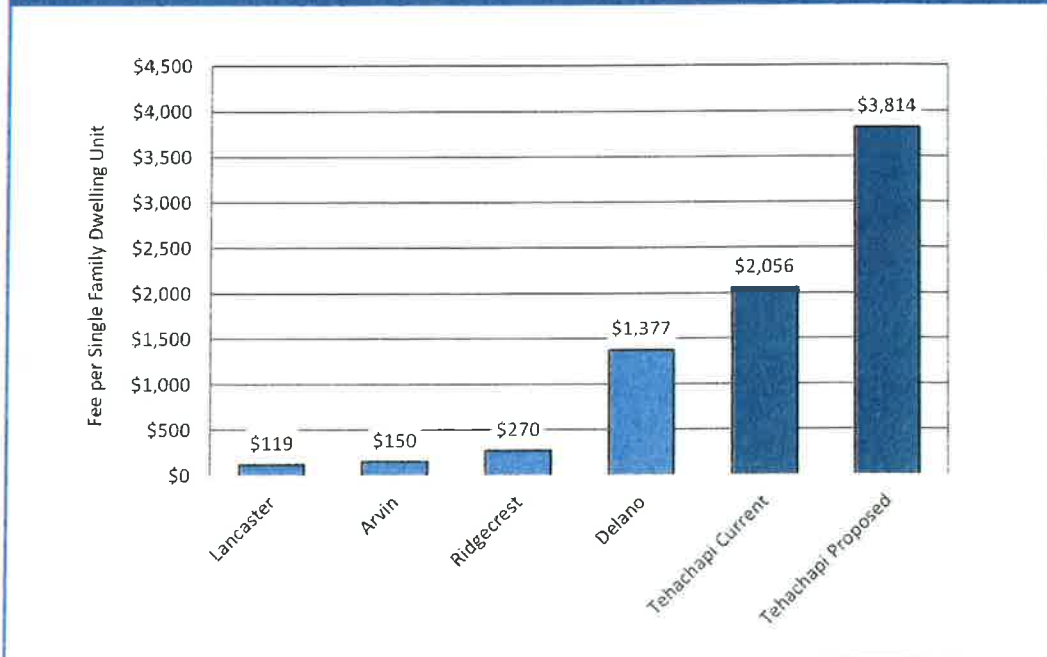
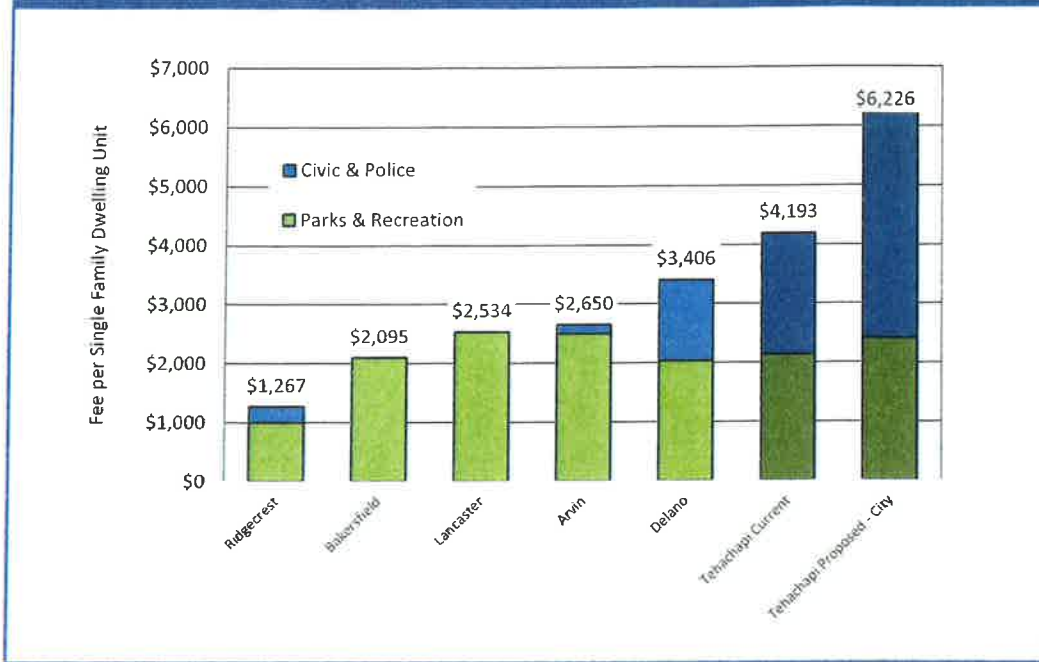


Figure 4: Single Family Parks and Civic Development Impact Fees





## SECTION 2: LEGAL REQUIREMENTS AND METHODOLOGY

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This section provides a review of the economic and legal foundations for development impact fees. The basic economic philosophy behind the imposition of development impact fees is that the costs of providing infrastructure should be paid by new development receiving the benefits of the infrastructure so that no one group subsidizes any other group (such as existing residents subsidizing improvements that only benefit new development). In establishing any fee or charge, achieving equity is one of the primary goals. In the case of development impact fees, this goal has been expressed in the form of “growth should pay for growth.”

### 2.1 Legal Requirements

Development impact fees (also called connection fees or capacity fees) must be assessed according to the requirements laid out in the Mitigation Fee Act (California Government Code Sections 66000 through 66025). This Act lays out five major requirements for imposing impact fees. When determining fees, the City must identify and document:

1. The purpose of the fee.
2. The use of the fee (including the facilities to be financed).
3. A reasonable relationship between the fee’s use and the type of development project on which it is imposed.
4. A reasonable relationship between the need for public facilities and the type of development projects on which fees are imposed.
5. A reasonable relationship between the amount of the fee and the cost or portion of the public facilities funded through fee revenue.

This report is intended to document and calculate the maximum justified civic and parks facilities fees according to these provisions of the Mitigation Fee Act.

### 2.2 Fee Methodologies

There are several industry standard methodologies for calculating impact fees for planned facilities and allocating appropriate costs to new development. The three most common methods are the buy-in method, the average cost method, and the expansion method. The expansion method was selected for most of facility costs recovered in the fees. This method was selected because planned projects over the planning horizon are triggered by and will benefit new development. In addition to expansion project costs, the parks impact fee is proposed to recover TVRPD debt service costs for improvements at Central Park, West Park, and Brite Lake. The average cost method was selected for these improvements because they will benefit all residents (existing and growth) through 2031. The average cost method was also selected for the Events Center infrastructure because it will provide benefit to all customers through 2041.

### **2.2.1 Buy-in Method**

The buy-in concept is most appropriate for existing infrastructure that has excess capacity to serve new connections through buildout. This method is based on the premise that new development should pay an amount equal to the investment already made by existing ratepayers in the facilities. Once a new connection has paid its fee, the new connection becomes equivalent to existing ratepayers and shares the responsibility for existing facilities via the payment of rates, usage fees, or taxes, as appropriate. The value of existing facilities is calculated using the reproduction cost new less depreciation (RCNLD) method.

### **2.2.2 Average Cost Method**

The average cost method is used when planned facilities will benefit both new development and existing users. It is appropriate when new facility standards will surpass the standards of existing facilities and all users will share the new facilities. Under this method, impact fees are calculated based on the value of both existing and planned facilities divided by both existing and new demand.

### **2.2.3 Expansion Method**

The expansion method is the recommended method when planned facilities will serve only new development and would not be needed absent development (i.e., the project is “triggered” by growth). This method would be appropriate for either entirely new facilities or expansions of existing facilities that are only needed due to new development. Fees are calculated based on the ratio of the cost of planned facilities that will serve new development to estimated demand or impact from new development.

## SECTION 3: PLANNING HORIZON

---

The City has established a ten-year planning horizon for the parks and recreation development impact fee and a twenty-year planning horizon for the civic development impact fee update. Thus, this section estimates residential and commercial development through 2031 and 2041.

### 3.1 Population Projection

Table 3 estimates the City's and TVRPD's residential population through 2031 and Table 4 estimates the City's service population (residents and employees) through 2041. The California Department of Finance lists the City's current population as 12,758. However, this estimate includes the inmate population of the California Correctional Institution (CCI). Deducting CCI's population yields a current City population of about 9,058. The City's 2031 population is estimated at about 10,360 people based on the average annual growth rate over the past twenty years. Current 2021 population represents about 87% of the 2031 buildout population and new growth from 2021 to 2031 is estimated to represent about 13% of the buildout population. Growth through 2041 is estimated in Table 4. The City's 2041 population is estimated at about 11,660 people. New growth from 2021 to 2041 is estimated to represent about 22% of the 2041 buildout population.

TVRPD estimates its current service population at about 22,796. The estimated service area population of the TVRPD is based on the Tehachapi Area population, excluding the CCI inmate population and the populations of Stallion Springs and Bear Valley. These excluded communities are not served by TVRPD but are located within the boundaries of the US Census's estimate of the Tehachapi Area population. The boundaries of the TVRPD are illustrated in Figure 5. TVRPD's 2031 service area population estimate is about 26,100.

**Table 3: 10-year Population Projection**  
**Parks and Civic Facilities Development Impact Fee Study**  
**City of Tehachapi**

Total City Population [1]	12,758	
Less CCI Inmate Population [2]	<u>(3,700)</u>	
Estimated City Population	9,058	87.4%
Growth from 2021 to 2031	<u>1,303</u>	<u>12.6%</u>
Total 2031 City Population [3]	10,361	100.0%
Current TVRPD Service Area Population [4]	22,796	87.4%
Growth from 2021 to 2031	<u>3,280</u>	<u>12.6%</u>
Total 2031 TVRPD Service Area Population	26,076	100.0%

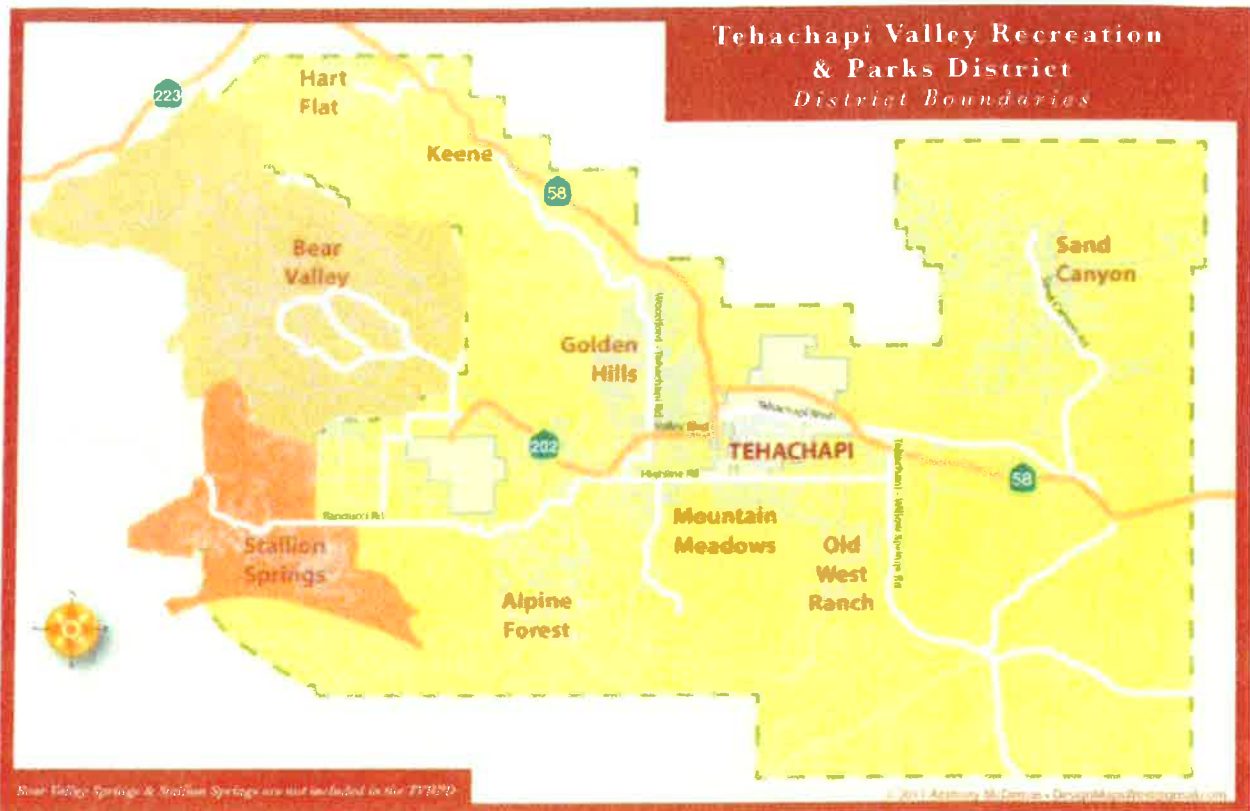
1 - January 1, 2020 population taken from California Department of Finance Demographic Research Unit Report E-1 "Population Estimates for Cities, Counties, and the State January 1, 2019 and 2020"  
2 - January 2020 inmate population of California Correctional Institution (CCI) taken from the quarterly statistical report (SB601).  
3 - Current population escalated by the average growth rate from 2000 to 2020  
4 - Taken from the TVRPD's "Master Plan - Final September 2013", Table 2.4

**Table 4: 20-year Population Projection**  
**Parks and Civic Facilities Development Impact Fee Study**  
**City of Tehachapi**

Total City Population [1]	12,758	
Less CCI Inmate Population [2]	<u>(3,700)</u>	
Estimated City Population	9,058	77.7%
Growth from 2021 to 2041	<u>2,606</u>	<u>22.3%</u>
Total 2041 City Population [3]	11,664	100.0%

1 - January 1, 2020 population taken from California Department of Finance Demographic Research Unit Report E-1 "Population Estimates for Cities, Counties, and the State January 1, 2019 and 2020"  
2 - January 2020 inmate population of California Correctional Institution (CCI) taken from the quarterly statistical report (SB601).  
3 - Current population escalated by the average growth rate from 2000 to 2020

Figure 5: TVRPD District Boundary Map



Source: TVRPD

### 3.2 Impact of Growth on Civic Facilities

Table 5 projects nonresidential development through 2041. From 2021 to 2041, it is estimated that employment will increase from about 3,700 to about 5,500 jobs. Table 5 also estimates the impact of growth on the City’s civic facilities. To compare the relative impacts of residential and commercial development, a civic weighting factor was determined. While employees have 40 hours per working week to use civic facilities, residents have the opportunity to use civic facilities during the 128 non-working hours per week. Thus, employees are assigned a weighting factor of 0.31 (the ratio of 40 to 128 hours) due to the lower relative impact of nonresidential development on civic facilities.

Table 5: Civic Facilities Service Population Parks and Civic Facilities Development Impact Fee Study City of Tehachapi				
	Residents	Employees		
Existing	9,058	3,700	[1]	
Growth	<u>2,606</u>	<u>1,763</u>		
Total 2041	11,664	5,463	[2]	
Weighting Factor	1.00	0.31	[3]	
	Residents	Employees	Total	
Existing	9,058	1,147	10,205	76.4%
Growth	<u>2,606</u>	<u>546</u>	<u>3,152</u>	<u>23.6%</u>
Total 2041	11,664	1,693	13,357	100.0%

1 - City of Tehachapi, Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2019, page 110  
 2 - Kern Council of Governments, 2018 Regional Transportation Plan, Table 3-5; 2042 employment estimate adjusted to 2041  
 3 - Based on the ratio of 40 working hours per week to 128 non-working hours per week

### 3.3 Impact of Growth on Police Facilities

Table 6 estimates the impact of growth on the City’s police facilities. Similar to the estimate for civic facilities, a weighting factor was used to account for the fact that residents and employees in the City do not create equal demand for City police facilities. Nonresidential development has a greater impact on police services and facilities than residential growth. The City’s prior impact fee study conducted a detailed analysis of police department service calls and determined that each job created in the City results in about 3.82 times more service calls than each new City resident. Thus, nonresidential development is assessed a weighting factor of 3.82.

**Table 6: Police Facilities Service Population  
Parks and Civic Facilities Development Impact Fee Study  
City of Tehachapi**

	Residents	Employees		
Existing	9,058	3,700		
Growth	<u>2,606</u>	<u>1,763</u>		
Total 2041	11,664	5,463		
Weighting Factor	1.00	3.82	[1]	
Weighted Population	Residents	Employees	Total	
Existing	9,058	14,134	23,192	71.3%
Growth	<u>2,606</u>	<u>6,735</u>	<u>9,341</u>	<u>28.7%</u>
Total 2041	11,664	20,869	32,533	100.0%

1 - Weighting factor established in the Public Facilities Impact Fee Final Report, May 2009 based on an analysis of police service call data.

## SECTION 4: COST OF FACILITIES

This section establishes the cost of facilities to be recovered in the development impact fees.

### 4.1 Cost of Parks Facilities

This impact fee update includes an analysis of both City park facility costs and TVRPD facility costs. August 2016, the TVRPD Board of Directors authorized a 15-year loan to purchase and install new playgrounds at West Park and Central Park, install a playground at Brite Lake Pavilion #1, and pour a new basketball court at West Park. These facilities will serve both existing and future residents through 2031. 12.6% of the total debt service cost (principal plus interest) over the life of the loan is allocated to growth based on the estimated population increase from 2021 to 2031 (see Table 3). It is recommended that about \$94,000 in TVRPD debt service costs be recovered in the TVRPD parks and recreation impact fee, as shown in Table 7.

Table 7: TVRPD Debt Service for Facilities Parks and Civic Facilities Development Impact Fee Study City of Tehachapi	
Total debt payments over life of the loan [1]	\$745,515
% allocated to future development based on population growth from 2021 to 2031	12.6%
Amount allocated to growth	\$93,935
1 - 15-year loan issued by TVRPD August 15, 2016 to purchase and install new playgrounds at West Park and Central Park, install a playground at Brite Lake Pavilion #1, and pour a new basketball court at West Park	

In addition to debt service, the impact fee is intended to recover the costs of expanded facilities as shown in Table 8. The City and TVRPD have identified about \$10.4 million in project costs to serve growth through 2031. Projects include enhancement or expansion of facilities at Brite Lake, Central Park, Meadowbrook Park, and Warrior Park, as well as a new gymnasium. The gymnasium construction cost makes up about \$7.3 million of the total project costs but is expected to be funded 90% (about \$6.5 million) via a grant. The Warrior Park project will be funded by the City's impact fees. The Meadowbrook Park project will be funded by TVRPD fees. The cost responsibility for the remaining projects is allocated 23% to the City's impact fees and 77% to TVRPD's impact fees. This allocation was jointly determined by the City and TVRPD. In total, the City's share of facility costs is about \$1.2 million, TVRPD's share is about \$2.7 million, and about \$6.5 million is grant-funded.



**Table 8: Parks and Recreation Projects  
Parks and Civic Facilities Development Impact Fee Study  
City of Tehachapi**

Project	Agency	Description	Construction Cost	% Grant Funded	Grant Funding	% City Share	City Expense	% TVRPD Share	TVRPD Expense
Warrior Park Enhancements	City	Construct 2 BBQ kiosks / shade structures at Warrior Park	\$564,720	0%	\$0	100%	\$564,720	0%	\$0
New Gymnasium	City-TVRPD	Construct new activities center, gym, and District office complex	\$7,256,571	90%	\$6,530,914	23%	\$166,901	77%	\$558,756
Meadowbrook Park Phase 4	TVRPD	Additional phases of expansion and improvement to Meadowbrook Park including connecting walking/jogging paths, adding pickleball courts, basketball courts and amphitheater	\$584,064	0%	\$0	0%	\$0	100%	\$584,064
Central Park Bathroom Replacement	City-TVRPD	Relocate and expand restroom facilities	\$443,040	0%	\$0	23%	\$101,899	77%	\$341,141
Brite Lake Expansion	City-TVRPD	Construct additional full hookup RV sites, construct new bathroom facilities, and RV dump station	\$1,560,000	0%	\$0	23%	\$358,800	77%	\$1,201,200
<b>Total</b>			<b>\$10,408,395</b>		<b>\$6,530,914</b>		<b>\$1,192,320</b>		<b>\$2,685,161</b>

Source: City of Tehachapi and TVRPD staff dated January 14, 2021

**4.2 Cost of Civic Facilities**

The City determined project costs for civic and police facilities through 2041. While most civic facilities projects will serve expansion only, the construction of event center infrastructure will serve both existing and new residents through 2041. It is recommended that 23.6% of the project cost is allocated to growth based on the estimated civic facilities service population increase from 2021 to 2041 (see Table 5). Based on a total project cost of about \$2.6 million, about \$607,000 in project costs should be recovered from impact fees, as illustrated in Table 9.

Table 9: Event Center Project Cost Allocation Parks and Civic Facilities Development Impact Fee Study City of Tehachapi	
Total cost of Event Center infrastructure [1]	\$2,572,900
% allocated to future development based on population growth from 2021 to 2041	23.6%
Amount allocated to growth	\$607,204
1 – MKN cost estimate	

Civic and police facilities total expenses to be recovered from impact fees are provided in Table 10. Expansion-related projects include a new public works building and a civic center master plan. New development’s share of the event center infrastructure is included. The City also determined that about \$81,000 in debt service costs for the City Hall Annex Building and about \$3.0 million in debt service for the Police Department Headquarters is attributable to growth. In total, the civic facilities fee (including police facilities) is intended to recover about \$6.3 million in expenses.

**Table 10: Civic Facilities Expenses**  
**Parks and Civic Facilities Development Impact Fee Study**  
**City of Tehachapi**

<b>Project</b>	<b>City Department</b>	<b>Description</b>	<b>Expense</b>
City Hall Annex Building	Development Services	Debt Service on 117 South Robinson Street, City Hall Annex	\$81,346
Event Center Infrastructure	General Gov't/Airport	Construct the utility and transportation infrastructure for the Tehachapi Event Center	\$607,204
Public Works Expansion	Public Works	Construct a new building to house public works staff and materials/equipment	\$2,168,400
Civic Center Expansion Master Plan	General Gov't	Master Plan for proposed Civic Center including City Hall Needs Assessment and Initial Project Design	<u>\$450,000</u>
Civic Subtotal			\$3,306,950
Police Department Building	Police	Debt Service on 210 West C Street Police Headquarters	\$3,016,166
Total (Civic + Police)			\$6,323,116

Source: City of Tehachapi staff provided debt service and construction cost estimates dated February 8, 2021; no grant funding is anticipated

# SECTION 5: FEE CALCULATION

---

This section provides the impact fee calculations. The cost of infrastructure is divided by estimated service area growth and then multiplied by average occupancy.

## 5.1 Parks and Recreation Fee Calculation

Table 11 provides the parks and recreation impact fee calculation. The City’s share of expanded facilities costs from Table 8 is reduced by the parks impact fee fund balance of about \$62,000 and divided by the City’s population growth from 2021 to 2031 (from Table 3). TVRPD’s share of expanded facility costs is added to the debt service calculated in Table 7 and divided by TVRPD’s service area growth. The City’s impact fee is calculated as \$867.54 per person and the TVRPD fee is \$847.29 per person.

The cost per person is then multiplied by average occupancy to determine the total fee per dwelling unit. The California Department of Finance estimates the average home in the City houses 2.78 people, which yields a City impact fee of \$2,411.76 per single family dwelling and a TVRPD fee of \$2,355.47 per single family dwelling.

Typical occupancy for multifamily dwelling units was not available at the City level but is estimated at 1.87 people per home in East Kern County by the American Community Survey. The recommended multifamily parks impact fee is \$1,622.30 per dwelling unit inside the City and \$1,584.43 per dwelling unit for the TVRPD fee. It should be noted that the City groups all types of multifamily homes into the multifamily category, including apartments, condominiums, townhouses, duplexes, triplexes, mobile homes, RV park spaces, and accessory dwelling units. A literature review was conducted, and detailed information was not available to justify multifamily subcategories based on the type of multifamily home.

**Table 11: Parks & Rec Fee Calculation**  
**Parks and Civic Facilities Development Impact Fee Study**  
**City of Tehachapi**

	City Share	TVRPD Share
<b>Impact Fee Cost Recovery</b>		
Debt Service for TVRPD Existing Facilities	NA	\$93,935
Expansion Project Cost	\$1,192,320	\$2,685,161
Less Existing Impact Fee Funds [1]	(\$61,914)	\$0
<b>Total for Cost Recovery</b>	<b>\$1,130,406</b>	<b>\$2,779,096</b>
<b>Population Growth from 2021 to 2031</b>		
Cost per person	1,303	3,280
	\$867.54	\$847.29
	per person	per person
<b># of people per single family (SF) home [2]</b>		
Single family impact fee	2.78	2.78
	\$2,411.76	\$2,355.47
	per SF	per SF
	dwelling unit	dwelling unit
<b># of people per multifamily (MF) home [3]</b>		
Multifamily (MF) impact fee	1.87	1.87
	\$1,622.30	\$1,584.43
	per MF	per MF
	dwelling unit	dwelling unit

1 - Fund balance as of 1/5/2021 provided by the City  
2 - Taken from California Department of Finance Demographic Research Report Unit E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2020 with 2010 Census Benchmark dated 1/1/2020. Average for all types of housing units in Tehachapi.  
3 - Taken from the 2019 American Community Survey, average occupancy for multifamily units in East Kern County is 1.87 people per home. City-specific data is not available.

## 5.2 Civic Fee Calculation

Table 12 calculates the cost per person for the civic and police components of the impact fee. The civic facility expansion cost from Table 10 is divided by the weighted population growth (residents and employees) from Table 5. The police department building debt service cost is divided by the weighted population growth from Table 6. The cost per person is then multiplied by the weighting factor. Residents have a weighting factor of 1.0 per person. Commercial development has a weighting factor of 0.31 for civic facilities and 3.82 for police facilities.

Table 12: Civic Facilities Unit Cost of Capacity Parks and Civic Facilities Development Impact Fee Study City of Tehachapi			
	Civic	Police	Total (Civic + Police)
<b>Impact Fee Cost Recovery</b>			
Debt Service for Police Dept Building	\$0	\$3,016,166	
Expansion Project Cost	\$3,306,950	\$0	
Less Existing Impact Fee Funds [1]	<u>\$0</u>	<u>\$0</u>	
<b>Total for Cost Recovery</b>	<b>\$3,306,950</b>	<b>\$3,016,166</b>	
<b>Weighted Population Growth from 2021 to 2041</b>			
Base cost per person	3,152	9,341	
	\$1,049.16	\$322.90	
	per person	per person	
<b>Weighted cost per person</b>			
Residents (1x)	\$1,049.16	\$322.90	\$1,372.06
Employees (0.31x civic; 3.82x police)	\$325.24	\$1,233.48	\$1,558.72
1 - Assumed to be \$0 due to outstanding loan balance			

Table 13 calculates the single family and multifamily civic impact fees. The weighted cost per resident is multiplied by 2.78 occupancy for single family development and results in a fee of \$3,814.32. The multifamily fee is \$2,565.75 per dwelling unit based on 1.87 occupancy per multifamily unit.

**Table 13: Residential Civic Facilities Impact Fee Calculation**  
**Parks and Civic Facilities Development Impact Fee Study**  
**City of Tehachapi**

	<b>Civic</b>	<b>Police</b>	<b>Total (Civic + Police)</b>
Weighted cost per resident	\$1,049.16	\$322.90	\$1,372.06
# of people per single family (SF) home	2.78	2.78	
Single family impact fee	\$2,916.66 per SF dwelling unit	\$897.66 per SF dwelling unit	\$3,814.32 per SF dwelling unit
# of people per multifamily (MF) home	1.87	1.87	
Multifamily (MF) impact fee	\$1,961.93 per MF dwelling unit	\$603.82 per MF dwelling unit	\$2,565.75 per MF dwelling unit

Table 14 calculates the nonresidential civic impact fees. The weighted cost per employee from Table 12 is multiplied by the estimated density of employees per 1,000 square feet of development. The recommended fee is \$3,631.81 per 1,000 square feet of commercial development and \$1,808.11 per 1,000 square feet of industrial development.

**Table 14: Nonresidential Civic Facilities Impact Fee Calculation**  
**Parks and Civic Facilities Development Impact Fee Study**  
**City of Tehachapi**

	<b>Civic</b>	<b>Police</b>	<b>Total (Civic + Police)</b>
Weighted cost per employee	\$325.24	\$1,233.48	\$1,558.72
# of commercial employees per 1,000 sqft [1]	2.33	2.33	
Commercial impact fee	\$757.81 per 1,000 sqft	\$2,874.00 per 1,000 sqft	\$3,631.81 per 1,000 sqft
# of industrial employees per 1,000 sqft [1]	1.16	1.16	
Industrial impact fee	\$377.28 per 1,000 sqft	\$1,430.83 per 1,000 sqft	\$1,808.11 per 1,000 sqft
1 - Established in the Public Facilities Impact Fee Final Report, May 2009			

### 5.3 Recommended Fee Summary

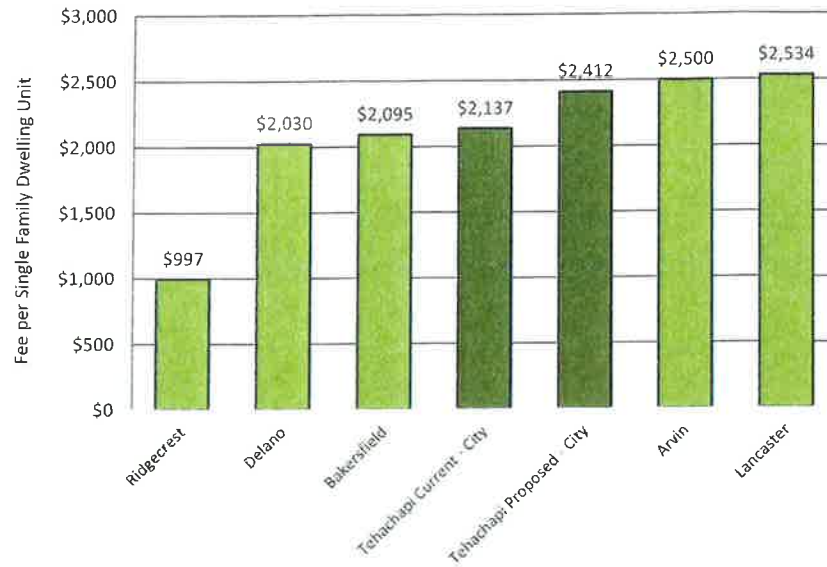
A summary of the current and proposed development impact fees is provided in Table 15.

Table 15: Current and Proposed Fee Comparison Parks and Civic Facilities Development Impact Fee Study City of Tehachapi			
Fee	Current	Proposed	
Parks & Recreation (City share)			
Single Family	\$2,137.00	\$2,411.76	per dwelling unit
Multifamily	\$1,267.00	\$1,622.30	per dwelling unit
Parks & Recreation (TVRPD share)			
Single Family		\$2,355.47	per dwelling unit
Multifamily		\$1,584.43	per dwelling unit
Civic (includes Police)			
Single Family	\$2,056.00	\$3,814.32	per dwelling unit
Multifamily	\$1,354.00	\$2,565.75	per dwelling unit
Commercial	\$2,128.00	\$3,631.81	per 1,000 sqft
Industrial	\$1,059.00	\$1,808.11	per 1,000 sqft

The charts below compare Tehachapi’s current and proposed parks and civics fees for single family development with the fees charged by other local public agencies. The Cities of Bakersfield, California City, and Shafter do not charge civic facilities development impact fees. California City and the City of Shafter do not charge parks and recreation development impact fees.



**Figure 6: Single Family Residential Parks & Recreation Development Impact Fees**



**Figure 7: Single Family Civic Development Impact Fees**

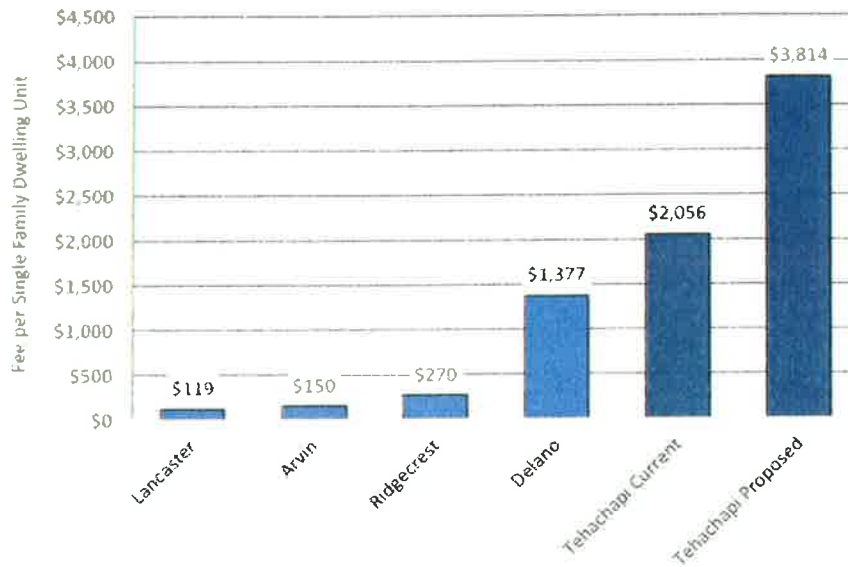


Figure 8: Single Family Parks and Civic Development Impact Fees

