



Tehachapi Valley
Recreation & Park District

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

**REGULAR BOARD MEETING
TUESDAY, OCTOBER 18, 2016, 5:30 P.M.**

BOARD OF DIRECTORS

CRAIG MIFFLIN, CHAIRPERSON
PAULETTE RUSH, VICE-CHAIRPERSON
BRIAN DUHART, DIRECTOR
MARY LOU CORPUS-ZAMUDIO, DIRECTOR
LAURA LYNN WYATT, DIRECTOR

A G E N D A

1. FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

A. Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3).

B. Approval of Minutes from the Regular Board Meeting held September 20, 2016 (Pages 4-7).

5. COMMUNITY RELATIONS & SPORTS SUPERVISOR REPORT

6. SPECIAL EVENTS & YOUTH PROGRAMS SUPERVISOR REPORT

7. PARK AND FACILITY MAINTENANCE SUPERVISOR REPORT

8. DISTRICT MANAGER REPORT

9. FINANCIAL REPORT

10. AGENDA ITEMS

- A. Approval of the Preliminary Financial Reports for September 2016 – Discussion/Approval (Pages 8-20).
- B. Approving the Employer Paid Portion of Medical Benefits in an Amount not to exceed \$750.00 per Month per Employee – Discussion/Approval, Resolution #21-16 (Pages 21-22).
- C. Award of Bid/Approving the District Manager to Allocate Funds for the Demolition, Re-Pour, and Installation of a Basketball Court at West Park – Discussion/Approval, Resolution #22-16 (Pages 23-30).

11. BOARD OF DIRECTORS' TIME

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

12. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on November 15, 2016.



Tehachapi Valley

Recreation & Park District

CERTIFICATE OF POSTING AGENDA

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the October 18, 2016, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, October 14, 2016, at 12:00 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at www.tvrpd.org

The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 14th day of October 2016.

Dated this 14th day of October 2016.

Carrie Champlin
Carrie Champlin
Clerk of the Board of Directors

**MINUTES OF THE REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561
TUESDAY SEPTEMBER 20, 2016, 5:30 P.M.**

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

BOARD MEMBERS: Craig Mifflin, Chairperson
Paulette Rush, Vice-Chairperson
Brian Duhart, Director
Mary Lou Corpus-Zamudio, Director
Laura Lynn Wyatt, Director

ALSO PRESENT: LeAnn Williams, District Manager
Seth Carroll, Community Relations & Sports Supervisor
Corey Torres, Special Events & Youth Programs Supervisor
Nolan Ferdinand, Park and Facility Maintenance Supervisor
Evan Tenderholt, Boy Scout Troop 136

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

2. ROLL CALL: Director Rush, Director Corpus-Zamudio

3. PUBLIC COMMENTS: None.

4. CONSENT CALENDAR

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

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

Wyatt – Rush: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

B. Approval of the Minutes from the Regular Board Meeting held July 26, 2016.

Request by Clerk of the Board of Directors to approve the minutes from the July 26, 2016 Regular Board Meeting.

Wyatt – Rush: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

5. COMMUNITY RELATIONS & SPORTS SUPERVISOR REPORT

Corey Torres gave the report.

- Run Fondo event was successful with 40 participants. This was the first year for this event.
- Men's Softball has two more weeks before the playoffs begin and will be followed by the championship game. Co-Ed Softball will begin in October.

6. SPECIAL EVENTS & YOUTH PRORAMS SUPERVISOR REPORT

Corey Torres gave the report.

- Final week of the pool's operational season. Water aerobics programs had great participation. Pool will reopen April 2017.
- Tots programs have begun. The programs were expanded this year by adding one more class to the Tot Enrichment program and increased the class size from 12 to 15 participants. Parent & Me program increased class size from 15 to 20 participants. The classes are already at 80% capacity.
- Youth Basketball early registration has begun. We have 10 coaches signed up. Volunteer coach applications can be found online at www.TVRPD.org by clicking the "register online" button under Youth Basketball.
- Yearly brochure is in progress.
- District Manager Williams thanked Torres for his work with RECI and getting the volunteer coaching application online.

7. PARK AND FACILITY MAINTENANCE SUPERVISOR REPORT

Nolan Ferdinand gave the report.

- Maintenance Department has been busy with preparations for Mountain Festival and the Go Native events.
- End of summer turf and sprinkler maintenance underway. New mowers have cut mowing time by 25%.
- Skate Park – Looking into replacing wood ramps with concrete features that are more weather resistant.
- Pool – Knorr will perform our biannual service next week.

8. DISTRICT MANAGER REPORT

LeAnn Williams gave the report.

- The District mowed Benz Visco Fields last week. Their mowers went down and AYSO was set to start their season. We were happy to help one of our community partners and support another youth sports organization.
- Meadowbrook Park Refurbishment Project - Punch list walk was completed today. We are in final inspections stage. We are waiting for the switch gear panel and final inspections from Kern County. Weather permitting, the fine grading and hydro seeding will take place in the next week. We will have approximately three weeks after the hydro seeding takes place before we can open the park. Tentative grand opening date will be October 15th. We will post a press release when we have an exact date for the grand opening.
- Dye Natatorium – We attempted to extend the pool's operational season by launching a "Crowd Funding" campaign. The goal was to have approximately two hundred people pledge \$30.00, which would give each person that donated, a month's pass to the pool. Nineteen percent of the funds were raised and unfortunately the goal was not met to extend the operational season of the pool. Pool will reopen April 3, 2017.
- West Park Activity Center refurbishment will begin October 10, 2016. Project should be completed last week of November or the first week of December. Project will include painting the inside of the building, installation of a new floor, LED lighting, scoreboard, shot clocks, basketball hoops, and a bottle filler drinking fountain. Aspen Builders has generously donated the funds for this project as well as a crew to paint the outside of the building. A new sign will be installed outside of the building. The building will be renamed the Aspen Builders Inc. Activity Center.

- West Park playground equipment and basketball court refurbishment project will be on the October agenda.
- Brite Lake playground equipment and disc golf course are on hold until spring and we have the new camp host in place.
- Williams thanked TVRPD Maintenance staff Ron Montano and David Coopridner for all their great work during the Meadowbrook Park refurbishment project. Williams thanked all of the TVRPD staff for their work.

9. FINANCIAL REPORT

Office Manager Carrie Champlin gave the report.

10. AGENDA ITEMS:

A. Approval of the Preliminary Financial Reports for July and August 2016.

BOARD APPROVES THE PRELIMINARY FINANCIAL REPORTS FOR JULY AND AUGUST 2016.

Rush - Wyatt: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

B. Boy Scouts of America Eagle Scout Project Presentation: Evan Tenderholt, Troop 136 – Discussion/Approval

Evan Tenderholt presented his proposed project to the Board. Mr. Tenderholt proposed refurbishing the sand volleyball court at Brite Lake.

BOARD APPROVES EVAN TENDERHOLT'S EAGLE SCOUT PROJECT TO REFURBISH THE SAND VOLLEYBALL COURT AT THE BRITE LAKE FACILITY.

Wyatt - Rush: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

C. Increasing the District Manager Spending Limit to \$15,000.00, Resolution #19-16.

BOARD APPROVES INCREASING THE DISTRICT MANAGER SPENDING LIMIT TO \$15,000.00, RESOLUTION #19-16.

Rush - Wyatt: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

D. Tehachapi Unified School District MOU – Discussion/Approval

Board members discussed the language contained in the MOU. Board requests a counter proposal to be discussed with TUSD. District Manager Williams will meet with TUSD to discuss counter proposal. It was the consensus of the Board to not approve the TUSD MOU as submitted.

E. Approving the District Manager to Allocate Funds in an Amount not to Exceed \$259,000.00 for Central Park Playground Equipment Purchase and Installation – Discussion/Approval

District Manager Williams explained that TVRPD staff polled the community this summer at Farmers Market, and TVRPD events and programs. The Miracle Playground design was chosen by the public. November will be the approximate completion date of the project.

BOARD APPROVES THE DISTRICT MANAGER TO ALLOCATE FUNDS IN AN AMOUNT NOT TO EXCEED \$259,000.00 FOR CENTRAL PARK PLAYGROUND EQUIPMENT PURCHASE AND INSTALLATION.

Wyatt - Rush: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

F. Approving the District Manager to Allocate Funds in an Amount not to Exceed \$17,000.00 for Central Park Tree Removal – Discussion/Approval

District Manager Williams explained that there are eight trees that need to be removed from Central Park. The District will submit a claim to California Office of Emergency Services for a possible reimbursement of up to seventy-five percent of the cost to remove the trees.

BOARD APPROVES THE DISTRICT MANAGER TO ALLOCATE FUNDS IN AN AMOUNT NOT TO EXCEED \$17,000.00 FOR CENTRAL PARK TREE REMOVAL.

Rush - Wyatt: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

G. Annual Audit Engagement Fees and Contract – Discussion/Approval, Resolution #20-16.

BOARD APPROVES THE ANNUAL AUDIT ENGAGEMENT FEES AND CONTRACT WITH THE PUN GROUP, RESOLUTION #20-16.

Wyatt - Rush: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

- 11. BOARD OF DIRECTORS TIME:** Vice-Chairperson Rush thanked staff for all of their work on the Meadowbrook project. Chairperson Mifflin thanked staff for their work on all of the great projects that are in the works and upcoming for TVRPD. Director Wyatt complemented Seth Carroll for his work with the run events and encouraged more of the community to participate in one of these age diverse and fun events. Director Wyatt stated that these are exciting times for TVRPD with all the planned refurbishment projects.

12. ADJOURNMENT:

Having no further business the meeting was adjourned at 6:20P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on October 18, 2016.

Rush - Wyatt: Ayes: Mifflin; Rush; Wyatt

Noes: None. Motion carried.

Absent: Duhart; Corpus-Zamudio

Respectfully Submitted,

Carrie Champlin
Carrie Champlin, Clerk of the Board



Financial Report

Tehachapi Valley Recreation and Park District
For the period ended September 30, 2016

Prepared by
Better Ledger Inc

Prepared on
October 10, 2016

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Balance Sheet

As of September 30, 2018

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	
1000.1 Cash in County Treasury-General Fund	379,844.21
1000.3 Cash in County Treasury-Quimby	7,911.01
1000.5 Cash in County Treasury-Veterans Memorial Fund	50.77
1000.6 Pool Funds	484.00
1000.7 WPAC Refurbishment Funds	101,200.00
1000.8 Site Lease Restricted Funds	484,881.88
Total 1000 Cash in County Treasury General Fund	974,371.87
1004 Check BOTS 4470	237,299.23
1005 County Treasury Capital Projects Fund	8,548.00
1051 Change Fund	850.00
1100 Petty Cash Fund	200.00
Total Bank Accounts	1,221,269.10
Accounts Receivable	
1200 Accounts Receivable	10,964.12
Total Accounts Receivable	10,964.12
Other current assets	
1070 Prepaid Expenses	8,749.42
1092 Credit Card Receivables	4,184.26
1210 Inventory Asset	4,709.37
Total Other current assets	17,643.05
Total Current Assets	1,249,876.27
Fixed Assets	
1150 Land	166,734.76
1161 Building	556,453.52
1162 Improvements	1,492,697.35
1163 Equipment	748,982.91
1163.1 Equipment Not Placed In Service	141,715.86
1164 Swimming Pool & Building	426,533.12
1165 Lake	412,294.78
1170 Accumulated Depreciation	-2,514,288.00
1180 Fleet Vehicles and Equipment	85,118.77
1190 Construction In Progress	520,797.84
1280 Site Lease Issuance Cost	20,338.09
Total Fixed Assets	2,057,379.00
TOTAL ASSETS	\$3,307,255.27

LIABILITIES AND EQUITY

Liabilities

	Total
Current Liabilities	
Accounts Payable	
2000 Accounts Payable-General Fund	9,535.51
Total Accounts Payable	9,535.51
Credit Cards	
2010 Cardmember Services Payable	3,436.36
2014 Home Depot Payable	1,505.94
Total Credit Cards	4,942.30
Other Current Liabilities	
2021 Accrued Salaries & Wages	17,547.86
2022 Accrued Employer PR Taxes	1,414.73
2024 Accrued Vacation, Sick, & Comp Time	0.00
2024.2 Accrued Vacation	17,893.38
2024.3 Accrued Sick Leave (50%)	13,515.85
Total 2024 Accrued Vacation, Sick, & Comp Time	31,409.23
2207 Sales tax payable	1,099.43
2208 Kern County Loan Payable	400,000.00
2210 Payroll Liabilities	
2211 CalPERS Payable	1,070.77
2231 Health Plan Payable	-617.32
2250 Payroll Tax Liabilities	1,208.16
Total 2210 Payroll Liabilities	1,661.61
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	454,132.86
Total Current Liabilities	468,610.67
Long-Term Liabilities	
2305 CalPERS Unfunded Accrued Liability Valuation	17,264.80
2310 COPF Site Lease	587,250.00
Total Long-Term Liabilities	604,514.80
Total Liabilities	1,073,125.47
Equity	
3010 Net Investment In Capital Assets	
3012 Investment in Fixed Assets	2,057,379.00
Total 3010 Net Investment In Capital Assets	2,057,379.00
3020 Restricted Funds	
3022 Capital Projects	8,548.00
3023 Quimby	7,911.01
3026 Veterans Memorial and Pool Restricted Funds	534.77
3027 WPAC Refurbishment	101,200.00
Total 3020 Restricted Funds	118,193.78
3030 Unrestricted Funds	580,277.87
3110 Retained Earnings	-172,149.44
Net Income	-349,571.41

	Total
Total Equity	2,234,129.80
TOTAL LIABILITIES AND EQUITY	\$3,307,255.27

Profit and Loss

September 2016

	Sep 2016	Jul - Sep, 2016 (YTD)	Total % of Income
INCOME			
4010 Property Taxes	55,239.38	60,596.42	28.98 %
4020 Interest Income		1,416.09	
4030 Adult Program Revenues	1,302.50	11,168.05	0.68 %
4050 Facility Revenue	13,501.86	36,406.72	7.08 %
4200 Contracted Classes Revenues	1,807.00	3,748.00	0.95 %
4210 Events Revenues	902.00	15,586.95	0.47 %
4213 Sponsorship Revenues	500.00	7,910.00	0.26 %
4215 Donations	105,700.00	110,700.00	55.45 %
4300 Youth Program Revenues	10,020.00	25,330.10	5.26 %
4610 Billable Expense Income	2,082.62	7,306.41	1.09 %
4650 Discounts given	-450.00	-612.50	-0.24 %
4704 Sales		272.03	
4760 Other Income		10.20	
Total Income	190,605.36	279,838.47	100.00 %
COST OF GOODS SOLD			
5001 Adult Program Costs	444.04	759.00	0.23 %
5004 Contracted Classes Costs	1,361.27	3,575.78	0.71 %
5005 Events Costs	2,571.66	27,929.31	1.35 %
5008 Youth Program Costs		995.06	
5704 Purchases for Resale		79.80	
Total Cost of Goods Sold	4,376.97	33,338.95	2.30 %
GROSS PROFIT	186,228.39	246,499.52	97.70 %
EXPENSES			
6000 Employee Costs	49,365.00	160,401.14	25.90 %
7010 Advertising & Marketing	330.02	1,049.75	0.17 %
7020 Bank Service Charges	759.45	2,152.28	0.40 %
7026 Charitable Contribution		875.00	
7030 Dues & Subscriptions	625.00	625.00	0.33 %
7050 Insurance	2,290.79	5,530.27	1.20 %
7060 Licenses & Fees	652.46	4,410.14	0.34 %
7070 Maintenance	6,462.03	20,401.89	3.39 %
7084 Meals & Entertainment	190.30	700.14	0.10 %
7090 Office Supplies	522.58	4,830.57	0.27 %
7120 Professional Development	765.00	3,222.19	0.40 %
7150 Professional Fees	4,935.00	18,771.34	2.59 %
7175 Scholarship Fund Expense	220.00	220.00	0.12 %
7180 Security	314.93	466.33	0.17 %
7210 Telephone	452.07	2,325.30	0.24 %
7230 Uniforms & Apparel	238.14	1,224.13	0.12 %

	Sep 2016	Jul - Sep, 2016 (YTD)	Total % of Income
7250 Utilities	6,553.21	19,291.07	3.44 %
Total Expenses	74,675.98	246,496.54	39.18 %
NET OPERATING INCOME	111,552.41	2.98	58.53 %
OTHER INCOME			
8020 Insurance Settlement Proceeds	81,740.53	82,554.63	42.88 %
8040 TVRPD Development Fee Revenues	8,548.00	17,096.00	4.48 %
Total Other Income	90,288.53	99,650.63	47.37 %
OTHER EXPENSES			
8501 Fixed Asset Purchases	84,525.52	144,871.56	44.35 %
8502 Capital Improvements	151,398.53	304,353.46	79.43 %
Total Other Expenses	235,924.05	449,225.02	123.78 %
NET OTHER INCOME	-145,635.52	-349,574.39	-76.41 %
NET INCOME	\$ -34,083.11	\$ -349,571.41	-17.88 %

Profit & Loss Prior Year Comparison

September 2016

	Sep 2016	Sep 2015 (PY)	Change	Total % Change
INCOME				
4010 Property Taxes	55,239.38	58,346.12	-3,106.74	-5.32 %
4030 Adult Program Revenues	1,302.50	4,870.01	-3,567.51	-73.25 %
4050 Facility Revenue	13,501.86	9,678.60	3,823.26	39.50 %
4200 Contracted Classes Revenues	1,807.00	1,481.00	326.00	22.01 %
4210 Events Revenues	902.00	625.00	277.00	44.32 %
4211 Grant Income		25,000.00	-25,000.00	-100.00 %
4213 Sponsorship Revenues	500.00	1,000.00	-500.00	-50.00 %
4215 Donations	105,700.00		105,700.00	
4300 Youth Program Revenues	10,020.00	1,063.00	8,957.00	842.62 %
4610 Billable Expense Income	2,082.62		2,082.62	
4650 Discounts given	-450.00	-280.00	-170.00	-60.71 %
Total Income	190,605.36	101,783.73	88,821.63	87.27 %
COST OF GOODS SOLD				
5001 Adult Program Costs	444.04	1,217.52	-773.48	-63.53 %
5004 Contracted Classes Costs	1,361.27	4,208.16	-2,846.89	-67.65 %
5005 Events Costs	2,571.66	3,807.18	-1,235.52	-32.45 %
Total Cost of Goods Sold	4,376.97	9,232.86	-4,855.89	-52.59 %
GROSS PROFIT	186,228.39	92,550.87	93,677.52	101.22 %
EXPENSES				
6000 Employee Costs	49,365.00	46,221.67	3,143.33	6.80 %
7010 Advertising & Marketing	330.02	1,538.42	-1,208.40	-78.55 %
7020 Bank Service Charges	759.45	367.00	392.45	106.93 %
7030 Dues & Subscriptions	625.00	290.00	335.00	115.52 %
7050 Insurance	2,290.79	2,379.52	-88.73	-3.73 %
7060 Licenses & Fees	652.46	548.45	104.01	18.96 %
7070 Maintenance	6,462.03	9,679.82	-3,217.79	-33.24 %
7084 Meals & Entertainment	190.30	320.89	-130.59	-40.70 %
7090 Office Supplies	522.58	2,250.34	-1,727.76	-76.78 %
7120 Professional Development	765.00	1,917.61	-1,152.61	-60.11 %
7150 Professional Fees	4,935.00	13,565.48	-8,630.48	-63.62 %
7175 Scholarship Fund Expense	220.00		220.00	
7180 Security	314.93		314.93	
7210 Telephone	452.07	1,480.94	-1,028.87	-69.47 %
7230 Uniforms & Apparel	238.14		238.14	
7250 Utilities	6,553.21	9,152.75	-2,599.54	-28.40 %
Total Expenses	74,675.98	89,712.89	-15,036.91	-16.76 %
NET OPERATING INCOME	111,552.41	2,837.98	108,714.43	3,830.70 %
OTHER INCOME				
8020 Insurance Settlement Proceeds	81,740.53		81,740.53	

	Sep 2016	Sep 2015 (PY)	Change	Total % Change
8040 TVRPD Development Fee Revenues	8,548.00		8,548.00	
Total Other Income	90,288.53	0.00	90,288.53	0.00%
OTHER EXPENSES				
8501 Fixed Asset Purchases	84,525.52		84,525.52	
8502 Capital Improvements	151,398.53		151,398.53	
Total Other Expenses	235,924.05	0.00	235,924.05	0.00%
NET OTHER INCOME	-145,635.52	0.00	-145,635.52	0.00%
NET INCOME	\$ -34,083.11	\$2,837.98	\$ -36,921.09	-1,300.96 %

Tehachapi Valley Recreation and Park District

STATEMENT OF CASH FLOWS

September 2016

	TOTAL
OPERATING ACTIVITIES	
Net Income	-34,083.11
Adjustments to reconcile Net Income to	
Net Cash provided by operations:	
1200 Accounts Receivable	-3,024.12
1070 Prepaid Expenses	6,435.94
1075 Employee Cash Advances	0.00
1092 Credit Card Receivables	-2,102.00
2000 Accounts Payable-General Fund	-1,895.29
2010 Cardmember Services Payable	462.29
2014 Home Depot Payable	1,381.51
2021 Accrued Salaries & Wages	2,495.22
2022 Accrued Employer PR Taxes	160.77
2200 Suspense	0.00
2207 Sales tax payable	99.33
2211 Payroll Liabilities:CalPERS	
Payable	214.87
2231 Payroll Liabilities:Health Plan	
Payable	-452.10
2250 Payroll Liabilities:Payroll Tax	
Liabilities	265.30
Total Adjustments to reconcile Net	
Income to Net Cash provided by	-4,041.72
operations:	
Net cash provided by operating activities	\$ -30,041.39
INVESTING ACTIVITIES	
1163 Equipment	-82,030.03
1190 Construction In Progress	-153,894.02
Net cash provided by investing activities	\$ -235,924.05
FINANCING ACTIVITIES	
2305 CalPERS Unfunded Accrued	
Liability Valuation	630.40
3012 Net Investment In Capital	
Assets:Investment in Fixed Assets	235,924.05
3022 Restricted Funds:Capital Projects	-115,826.39
3027 Restricted Funds:WPAC	
Refurbishment	101,200.00
3030 Unrestricted Funds	
	14,626.39
Net cash provided by financing activities	\$236,554.45
NET CASH INCREASE FOR PERIOD	\$ -29,410.99
CASH AT BEGINNING OF PERIOD	1,250,680.09
CASH AT END OF PERIOD	\$1,221,269.10

Tehachapi Valley Recreation and Park District

BUDGET VS. ACTUALS: TVRPD BUDGET FYE 063017 - FY17 P&L

July - September, 2016

		TOTAL		
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
INCOME				
4010 Property Taxes	60,596.42	822,655.00	-762,058.58	7.37 %
4020 Interest Income	1,416.09	2,500.00	-1,083.91	56.64 %
4030 Adult Program Revenues	11,168.05	22,825.00	-11,656.95	48.93 %
4050 Facility Revenue	36,406.72	122,325.00	-85,918.28	29.76 %
4200 Contracted Classes Revenues	3,748.00	34,675.00	-30,927.00	10.81 %
4210 Events Revenues	15,586.95	35,800.00	-20,213.05	43.54 %
4211 Grant Income		12,500.00	-12,500.00	
4213 Sponsorship Revenues	7,910.00	21,400.00	-13,490.00	36.96 %
4215 Donations	110,700.00	120,000.00	-9,300.00	92.25 %
4300 Youth Program Revenues	25,330.10	78,600.00	-53,269.90	32.23 %
4610 Billable Expense Income	7,306.41	15,000.00	-7,693.59	48.71 %
4650 Discounts given	-612.50	-3,500.00	2,887.50	17.50 %
4704 Sales				
4701 Beer Sales-Taxable		700.00	-700.00	
4703 Food Sales-Taxable		0.00	0.00	
4705 Food Sales Non Taxable	272.03	460.00	-187.97	59.14 %
4707 Merchandise Sales-Taxable		0.00	0.00	
4709 Soda Sales		40.00	-40.00	
4711 Vending Machine Sales		0.00	0.00	
Total 4704 Sales	272.03	1,200.00	-927.97	22.67 %
4750 Commission Income		0.00	0.00	
4760 Other Income	10.20		10.20	
Total Income	\$279,838.47	\$1,265,980.00	\$ -1,006,141.53	21.76 %
COST OF GOODS SOLD				
5001 Adult Program Costs	759.00	6,580.00	-5,821.00	11.53 %
5004 Contracted Classes Costs	3,575.78	26,940.00	-23,364.22	13.27 %
5005 Events Costs	27,929.31	45,450.00	-17,520.69	61.45 %
5008 Youth Program Costs	995.06	25,345.00	-24,349.94	3.93 %
5704 Purchases for Resale				
5701 Beer Purchases		450.00	-450.00	
5703 Food Purchases	54.39	400.00	-345.61	13.60 %
5707 Merchandise Purchases		0.00	0.00	
5709 Soda Purchases	25.41	100.00	-74.59	25.41 %
Total 5704 Purchases for Resale	79.80	950.00	-870.20	8.40 %
Total Cost of Goods Sold	\$33,338.95	\$105,265.00	\$ -71,926.05	31.67 %
GROSS PROFIT	\$246,499.52	\$1,180,715.00	\$ -934,215.48	20.88 %
EXPENSES				
6000 Employee Costs				
6010 Salaries & Wages	125,767.37	474,196.00	-348,428.63	26.52 %
6020 Employee Taxable Allowances	2,626.94	7,500.00	-4,873.06	35.03 %
6050 Benefits				

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6051 Employee MedDentalVisLife	6,923.65	37,800.00	-30,876.35	18.32 %
6055 Employee Retirement CalPERS	7,002.36	22,000.00	-14,997.64	31.83 %
6056 CalPERS Unfunded Liability Valuation	1,916.80	8,000.00	-6,083.20	23.96 %
6058 Employer Taxes	10,906.98	44,000.00	-33,093.02	24.79 %
6060 Reimbursed Employee Expenses	33.05	1,000.00	-966.95	3.31 %
6070 Vacation, Sick, & Admin Leave		1,500.00	-1,500.00	
6090 Worker's Compensation Insurance	5,223.99	21,000.00	-15,776.01	24.88 %
Total 6050 Benefits	32,006.83	135,300.00	-103,293.17	23.66 %
Total 6000 Employee Costs	160,401.14	616,996.00	-456,594.86	26.00 %
7010 Advertising & Marketing	1,049.75	24,000.00	-22,950.25	4.37 %
7020 Bank Service Charges	2,152.28	7,000.00	-4,847.72	30.75 %
7025 Cash Short/Over		0.00	0.00	
7026 Charitable Contribution	875.00	3,000.00	-2,125.00	29.17 %
7030 Dues & Subscriptions	625.00	5,250.00	-4,625.00	11.90 %
7035 Equipment Rents & Leases				
7036 Maintenance Equipment Rental		1,500.00	-1,500.00	
7037 Office Equipment Rental		500.00	-500.00	
Total 7035 Equipment Rents & Leases		2,000.00	-2,000.00	
7050 Insurance				
7051 Auto Insurance	1,001.58	4,000.00	-2,998.42	25.04 %
7052 HUB Insurance	448.03	0.00	448.03	
7053 Property Insurance	2,573.82	10,000.00	-7,426.18	25.74 %
7055 Liability Insurance	1,506.84	8,000.00	-6,493.16	18.84 %
Total 7050 Insurance	-5,530.27	22,000.00	-16,469.73	25.14 %
7056 Interest Expense		17,833.00	-17,833.00	
7060 Licenses & Fees	4,410.14	10,000.00	-5,589.86	44.10 %
7070 Maintenance				
7071 Pool Chemicals	2,218.78	5,200.00	-2,981.22	42.67 %
7072 Building & Park Maintenance	2,196.89	11,950.00	-9,753.11	18.38 %
7073 Accessibility Upgrades		320.00	-320.00	
7074 Equipment Maintenance	1,006.26	12,814.00	-11,807.74	7.85 %
7075 Fuel	2,479.88	10,000.00	-7,520.12	24.80 %
7076 Janitorial Supplies	3,271.23	11,500.00	-8,228.77	28.45 %
7077 Small Tools & Equipment	311.16	2,500.00	-2,188.84	12.45 %
7078 Materials & Supplies	8,740.57	28,682.00	-19,941.43	30.47 %
7079 Fleet Maintenance	177.12	4,000.00	-3,822.88	4.43 %
Total 7070 Maintenance	20,401.89	86,966.00	-66,564.11	23.46 %
7084 Meals & Entertainment	700.14	2,000.00	-1,299.86	35.01 %
7090 Office Supplies	4,830.57	14,500.00	-9,669.43	33.31 %
7120 Professional Development	3,222.19	10,000.00	6,777.81	32.22 %
7150 Professional Fees				
7151 Annual Audit	5,850.00	14,500.00	-8,650.00	40.34 %
7152 Accounting	2,580.00	16,000.00	-13,420.00	16.13 %
7153 Information Technology	2,979.48	8,000.00	-5,020.52	37.24 %
7155 Legal	4,446.36	20,000.00	-15,553.64	22.23 %
7156 Payroll Preparation Service	2,915.50	3,600.00	-684.50	80.99 %
Total 7150 Professional Fees	18,771.34	62,100.00	-43,328.66	30.23 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
7160 Property Tax Collection Fee		12,000.00	-12,000.00	
7170 Publications & Legal		0.00	0.00	
7175 Scholarship Fund Expense				
7176 Chavez Scholarship Fund	132.00	500.00	-368.00	26.40 %
7177 Walter Dye Scholarship Fund	88.00	500.00	-412.00	17.60 %
Total 7175 Scholarship Fund Expense	220.00	1,000.00	-780.00	22.00 %
7180 Security	466.33	2,000.00	-1,533.67	23.32 %
7210 Telephone	2,325.30	11,100.00	-8,774.70	20.95 %
7230 Uniforms & Apparel	1,224.13	3,000.00	-1,775.87	40.80 %
7250 Utilities				
7252 Electric Service	10,356.91	44,400.00	-34,043.09	23.33 %
7254 Gas Service	2,584.81	7,412.00	-4,827.19	34.87 %
7256 Sanitation Services	3,122.15	17,831.00	-14,708.85	17.51 %
7258 Water Service	3,227.20	7,860.00	-4,632.80	41.06 %
Total 7250 Utilities	19,291.07	77,503.00	-58,211.93	24.89 %
7999 Uncategorized Expense	0.00		0.00	
Total Expenses	\$246,496.54	\$990,248.00	\$ -743,751.46	24.89 %
NET OPERATING INCOME	\$2.98	\$190,467.00	\$ -190,464.02	0.00 %
OTHER INCOME				
8020 Insurance Settlement Proceeds	82,554.63	81,741.00	813.63	101.00 %
8040 TVRPD Development Fee Revenues	17,096.00		17,096.00	
Total Other Income	\$99,650.63	\$81,741.00	\$17,909.63	121.91 %
OTHER EXPENSES				
8501 Fixed Asset Purchases	144,871.56	51,011.00	93,860.56	284.00 %
8502 Capital Improvements	304,353.46	630,010.00	-325,656.54	48.31 %
8505 Quimby Expense		0.00	0.00	
8507 Loan Principal Payments		31,964.00	-31,964.00	
Total Other Expenses	\$449,225.02	\$712,985.00	\$ -263,759.98	63.01 %
NET OTHER INCOME	\$ -349,574.39	\$ -631,244.00	\$281,669.61	55.38 %
NET INCOME	\$ -349,571.41	\$ -440,777.00	\$91,205.59	79.31 %



Tehachapi Valley Recreation & Park District

October 18, 2016

TO: TVRPD Board of Directors

FROM: LeAnn Williams, District Manager

SUBJECT: District allotment healthcare

Background

In 2012, TVRPD established an allotment per employee toward healthcare coverage. The purpose at the time was to ensure the District was covering the full cost of the employees' healthcare premium. Currently, we aren't completely covering an employee. Current rates in the area:

TVRPD \$525 per month

COT \$660 single, \$1320 two-party, \$1800 family per month

GHCSO Pay 100% for family coverage of all full-time employees (cost ranges from 1127.31-1632.05 per month)

NOR Cover 100% for employee (cost is \$843 per month)

Options

1. Keep current allotment and relook at it during mid-year budget
2. Keep current allotment and relook at it for next fiscal year
3. Raise allotment to cover the full cost of 1 employee. Cost would be \$750 per month

Fiscal Impact

None. Total cost through end of fiscal year for medical with the raise in allotment will be \$42,004. Group medical was budgeted at \$37,800. Cost impact for fiscal 16/17 is \$4204.00. At mid-year we will adjust Administration wages to \$165,000 and Recreation wages to \$162,000. This will cover the cost impact.

Recommendation

Approve raising the allotment to \$750 per month for healthcare coverage.

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

IN THE MATTER OF

**ADOPTING A NEW EMPLOYER PAID PORTION OF MEDICAL BENEFITS IN AN
AMOUNT NOT TO EXCEED \$750.00 PER MONTH PER EMPLOYEE**

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 18th day of October 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

RESOLUTION NO. 21-16

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) provides its employees with medical benefits; and

WHEREAS, medical benefits cost has increased; and

WHEREAS, a new employer paid portion of medical benefits has been proposed by the district manager in the amount of \$750.00 per month per employee; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors approve the new employer paid portion of medical benefits in an amount not to exceed \$750.00 per month per employee;

AND BE IT FURTHER RESOLVED THAT the new employer paid portion of medical benefits shall be effective November 1, 2016.



10/12/2016
ORIGINATION DATE

CA16-1217
JOB NUMBER

KOOLFLEX SPORT COURT

Job Information

Company Name: Tehachapi Valley Recreation & Park District
Contact: LeAnn Williams, MS CPRP CVSA
Phone: 661-822-3228
Fax:
Email Address: LeAnn.Williams<1.williams@trvpd.org>
Job Name: Tehachapi Basketball Court
Address:
City/State/Zip: Tehachapi, CA 93561

Account Manager

Contact Name: Sandi Walsh
Address: 2029 Opportunity Drive, Unit #3
City/State/Zip: Roseville, CA 95678
Phone: 916-275-3588
Fax:
Email Address: swalsh@flexground.com
CA License: 1003439
DIR Registration: 1000021294

PROPOSAL

				Project pricing good through : 4/10/2017 If accepted by: 12/11/2016		
Item	Sq/Ft	System Depth	Urethane	Black %	Standard %	Premium %
KoolFlex	3760.0	0.75	Aromatic			

Total Sq/Ft:	3,760	Surfacing Unit:	\$11.67
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Sub Base Type:	0	SUB TOTAL: \$	43,645.80
Sq/Ft of Sub Base: 0.0		EXCAVATION: \$	-
Depth of Sub Base: 0.0		SUB BASE: \$	-
		TAXES, LICENSES &	
		PROCESSING FEES: \$	846.55
		TOTAL: \$	44,492.35

Standard Colors	Premium Colors
Blue	Teal
Green	Orange
Red	Yellow
Tan/Beige	Purple
	Gray
	Eggshell
	Lt. Blue
	Lt. Green

There will be a 3.5% Surcharge if paying by credit card.

NOTES:

Quote includes 3760 sf of KoolFlex Sport Court surfacing utilizing FlexGround's FlexGrout. System includes a 3/4" installation of poured in place rubber over the existing surface; covered by FlexGrout non-porous grout; coated with Color Seal (color selection per client) and then finished with court striping.

Project breakdown:

- Day 1-3 Clean area and Prep; Rubber Installation
- Day 4-5 Grout & Color Seal Installation; Court Striping

Quote does not include any basketball equipment.

Quote includes all materials and labor.

PLEASE NOTE: Any necessary root removal, other than what is specifically called out in this proposal and/or damage to or disturbance of installed Synthetic Turf, FlexGrass, or any of our poured in place systems due to roots are not covered under this contract or product warranty.

**** The above estimate does not include any security or fencing to prevent vandalism or accidental damage to the rubberized surface while it sets. The installers will put up caution tape. Temporary fencing or site security is recommended. ****

Terms & Conditions: This proposal becomes a binding contract upon signature and delivery by Responsible Party. By signing below, the Responsible Party is accepting the terms, conditions and pricing set forth in this proposal, and does agree to remit payment to FlexGround in accordance with the terms below. In the event that a change in color, design, sub base or square footage is requested, a revised proposal will be required before installation can begin. Proposal is subject to the terms specified and is based on information provided. Purchases must be secured with a 50% deposit and accompanied by signed acceptance of this proposal before installation begins. Final payment is due within 10 days of installation. FlexGround often enters into marketing and/or referral fee arrangements with various entities that may or may not have a business relationship with customer. FlexGround reserves the right, at its sole discretion and without further disclosure, to pay up to 10% of the gross revenue received, in accordance with this agreement, to any such entity. Please contact your Account Manager regarding any questions or information needed to assist you with your order. Some installations may be performed by Stafford Industries.

Sandi Walsh

FlexGround Representative:
Sandi Walsh

10/12/2016
Date:

Accepted By Responsible Party:

Date:

1250 N. La Loma Cir.
Anaheim, CA 92806
Tel: (714) 632-3883
Fax: (714) 632-5112



Contractors License
373423

CONTRACT
NO. TVRPD

TO Tehachapi Valley Recreation and Parks ☐ Owner ☒ Lessee DATE October 13, 2016
Business Address 490 W. D St. Tehachapi 93561 Telephone (661) 822-3228
Residence Address Leann Williams l.williams@tvrpd.org Telephone _____
Job Address Same as above Lot _____ Blk _____ Tract _____
Owner(s) _____
Applicable if this contract is with a lessee
Res. Add. _____ Bus. Add. _____

CONTRACTOR AND OWNER AGREE AS FOLLOWS:

1. CONTRACTOR shall furnish all following submitted specifications and costs, all material, labor, equipment, transportation and perform all work necessary for the complete installation of:

DEMO-RE-BUILD BASKETBALL COURT

2. CONTRACT PERIOD AND RIGHT TO WORK: Prices quoted in this contract are valid for thirty (30) days from date of presentation. Contractor reserves right to commence work within thirty (30) days of contract acceptance.

DEMO: Break and remove approximately 3,760 sq ft of concrete from existing 47 x 80 basketball court in the park and haul to legal dump site. Access to be provided Taylor across grass to court for demo and reconstruction. All off court work including drains, landscape restoration etc., by others.

SLAB: Form and pour new concrete slab in same footprint of old court, 47 x 80. Slab to be 5" of 3000 psi concrete reinforced with # 4 rebar at 18" on center each way over existing base material. Concrete to be pumped. Slab to have broom finish. New concrete must cure minimum 28 days prior to surfacing court.

BASKETBALL: Basketball poles (2) will be protected in place and used for new court. Remove existing fan shaped fiberglass backboards and replace with new Steelcraft model 05 fan shaped fiberglass backboards and HD600 rims.

SURFACING: Acid etch new concrete, wash courts surface and rinse with clean water. Patch cracks and spalls. Prime entire slab of concrete. Due to various contributing conditions, we cannot guarantee the elimination of cracks.

ACRYLIC RESURFACER: Apply by squeegee, one coat of acrylic resurfacer with 60 silica sand as base coat and as filler.

COLOR TEXTURE COATS: Apply by squeegee, one coat of Plexipave Acrylic Texture System with 90 silica sand.

COLOR COAT: Apply one coat by squeegee of Plexipave Color System with no sand. This coat seals in the sand coats and improves the color of the court. Color of the court shall be determined from STANDARD color chart.

PLAY LINES: The play lines shall be sharp and accurate for basketball. White textured line paint shall be applied between strips of masking tape. When surfacing is complete, 2 days must pass before playing on court to ensure proper cure.

ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMAN-LIKE MANNER FOR THE SUM OF: **62,525.00** (Sixty two thousand five hundred twenty five dollars)

Prevailing Wage

DIR 1000007799

Deposit and/or payment schedule to be set up upon acceptance of proposal. Any addition, alteration from the above specifications will become an extra charge over the sum mentioned in this contract and owner shall pay for same weekly as such additional work, alteration or deviation progresses.

** Please sign and return one copy to process your order **

The provisions set forth upon the reverse hereof and any attached pages hereto are hereby incorporated in and made a part of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT the day and year set forth below.

OWNER

CONTRACTOR

Dated: _____

Dated: October 13, 2016

By: _____

By: David Taylor

By: _____

Taylor Tennis Courts Inc.

SEE REVERSE FOR GENERAL CONDITIONS

3. **GUARANTEE:** all work and/or materials performed by CONTRACTOR is guaranteed for a period of one (1) year from the time construction is completed. Guarantee does not apply to damages resulting from Acts of God.

In the construction of concrete courts, shrinkage cracks and/or spalls may appear in the slab, but do not cause any structural damage or displacement. In order to minimize the possibility of shrinkage cracks and/or spalls, CONTRACTOR uses the least reactive aggregate available. However, neither CONTRACTOR or the concrete ready mix companies guarantee against shrinkage cracks and/or spalls that may occur in the concrete slab, and the terms of our guarantee do not extend to such shrinkage cracks and/or spalls.

4. **EXTRA WORK:** During progress of construction the OWNER may order extra work. The amount for such extra work shall be determined in advance if possible, or may be charged for at actual cost of labor and materials plus 20% for CONTRACTOR's overhead and fee. All sums for extras shall be due and payable upon completion of each extra. For purposes of this paragraph "cost" is defined as the cost of subcontracts, labor, materials, equipment and transportation, plus ten percent overhead plus ten percent profit to the CONTRACTOR.

5. **OWNER** shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. **OWNER** agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. **CONTRACTOR** shall not be held responsible for damage to driveways, walks, lawns or shrubs by movement of trucks.

6. unless specifically indicated, agreed price does not include costs related to the following underground occurrences: loosely compacted dirt or excessive rock, rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance of work.

7. In construction of concrete courts, the pumping of concrete will be an extra charge unless so specified.

8. No import or export of soil unless noted in contract.

9. In the resurfacing over previously coated courts, the **CONTRACTOR** shall not be responsible for delamination caused by previous coatings or delaminations or discolorations of the surfacing caused by the leaching of impurities from within the slab or subgrade.

10. Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

11. **CONTRACTOR** agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of **OWNER** or **OWNER's** employee or **OWNER's** agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by **OWNER**, inability to secure materials through regular recognized channels, failure of **OWNER** to make payments when due.

12. **CONTRACTOR** shall have the right to stop work and to keep the job idle if payments are not made to him when due. If the **OWNER** delays in making any progress payment, the **CONTRACTOR** may stop work until the **OWNER** delivers to the **CONTRACTOR**, at the **OWNER's** expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under this contract.

13. **OWNER** agrees to pay **CONTRACTOR** invoices in accordance with the terms thereon. **OWNER** further agrees to pay late charges of 1 1/2% per month on any amounts not paid within 30 days from date of statement, and any collection expenses and attorney fees incurred in collection of this account on any amounts not paid within 60 days from date of statement.

14. **OWNER** shall indicate to the **CONTRACTOR** the boundaries of the property and shall assume all responsibility for accuracy of said description and boundaries.

15. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration before a single arbitrator in Orange County, California, in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

16. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from a JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The provisions of this paragraph may be enforced by any Court of competent jurisdiction.



**SPORT
COURT
TENNIS**

Tennis Court Contract – Commercial

Owners Name: Tehachapi Valley Recreation & Park District

Date: 10.4.16

Project Address: _____ City _____ State CA Zip _____

Account Manager Paul Geyer

Contractor Name (if applicable): _____

Acct. Mgr Phone 818 519 0700

Contractor Address: _____ City _____ State _____ Zip _____

Contact: Nolan Ferdinand Email n.ferdinand@tvrpd.org

Distributor: Dale Hendrickson

Phone #(s): 661.822.3228 x4

Proposal good for 30 days

Construct (1) New Full Basketball Court (90' x 50')

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

PREVAILING WAGE PROJECT

Demolish and haul away existing concrete court slab.

Place additional base material, as needed.

Sport Court Tennis to place 5" thick post tension concrete slab by laser screed, 3500 psi with 1/2" cables 3' o.c. one direction and 2'6" o.c. opposite direction. Concrete is to be pumped. Sport Court Tennis to use the least reactive aggregate available in ready mix. Finish of concrete to be light hair broom. Court slab to slope 1" per 10' in one direction. Edges of slab to be 9" deep x 12" wide. Post tensioning will minimize the cracking once it occurs.

Acid etch concrete slab after approximately 28 days. Apply acrylic primer bond coat.

Apply by squeegee one coat of acrylic resurfacer coating with #90 silica sand. Apply by squeegee one coat of SportMaster or Premier Acrylic Texture System with #90 silica sand. Apply one coat by squeegee SportMaster or Premier Color System with no silica sand. Colors: To be determined by customer. Court Speed: To be determined by customer.

Paint 2" basketball play lines by hand between masking tape. Access: Owner to provide access to court, water and electricity. Squeegee marks or swirls are visible in all acrylic surfacing applications. The acrylic coating is applied with a large squeegee and this application leaves a shadow that is more prevalent when looking into the direction of the sun.

Provide and install (2) Sport Court Pro Slam Systems: 42"x72" tempered glass backboard, 48" overhang, 6"x6" pole size. Include pole pad. Adjustable from 7' to 10'.

Excludes: lighting, fencing and logos at this time.

PRICE: \$84,800.00

Sport Court of Southern California

Date

By:

X

Customer :

Date

Title:

By:

Title:

Account Manager Phone:

Attached Terms & Conditions are part of this Contract.

ISO 14001:2004

ISO 9001:2008



Sport Court of Southern California
21 W. Easy Street, Unit 107
Simi Valley, CA 93065
800-296-5566

www.sportcourtofsoutherncalifornia.com

P: 805-526-5899 | F: 805-526-5818

CSLB License No. 660967

TDSPORTS INC.

26

GSA
GS-07F-5512R
GSA CONTRACT
HOLDER

Schedule of Progress Payments: To be determined at a later date

(THE DOWNPAYMENT MAY NOT EXCEED \$1000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS)

Down Payment and Payment for Order of Custom Materials and/or Components:

Other Progress Payments:

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT. Contractor may require a progress payment to order custom materials or components.

Court & Line Colors: _____

Other Conditions: _____

Anticipated Start Date: _____ **Anticipated Completion Date:** _____

Home improvement Salesperson _____

CSLP Registration No. _____

Date _____

Distributor/Contractor _____

Date _____

Customer Signature _____

Date _____

Three-Day Right to Cancel: The law requires that the contractor give you a notice explaining your right to cancel. Initial the box below if the contractor has given you a "Notice of the Three-Day Right to Cancel". **I acknowledge receipt of the notice of "Three-Day Right to Cancel", which may be sent to Contractor address above.**

Initial

Date

☐☐

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Notice: Customer has the right to require the contractor to have a performance and payment bond, at an additional cost.

Terms and Conditions - Commercial Contracts

1. PERMITS AND APPROVALS: Customer shall be responsible for obtaining any engineering, permits, or Homeowners Association approvals needed with their respective costs. Contractor may assist in obtaining these if identified and requested in writing.

2. PROJECT LOCATION AND HOLD HARMLESS: Project location has been marked, at Customer's direction. Customer will hold harmless Contractor for any dispute which may arise over property lines, set backs, drain fields, underground piping, wiring, or other unforeseen item.

3. EXCLUSIONS: Project does not include electrical hook-up landscaping or other work not in writing unless otherwise noted.

4. APPROXIMATE START DATE AND APPROXIMATE COMPLETION DATE: Contractor cannot promise any firm date for any phase of installation or completion. It is safe to assume there might be some delay that cannot be foreseen at this time.

5. STATE OF PROPERTY: Although Contractor will make every reasonable effort to confine it, the property may be disturbed by the installation activity. Any damage, except normal wear and tear, will be repaired to a reasonable facsimile of the original state. Contractor can provide no assurance and can assume no responsibility for the items.

6. ACCESS: In the event the Customer authorizes use of a neighboring property for access or installation, Customer agrees to hold Contractor harmless beyond paragraph 5 of these conditions. Written consent for any such access must be obtained by Customer from neighbor.

7. CLEAN-UP: Contractor agrees to reasonable clean up to the installation and access areas after installation is completed and to remove all excess installation materials and waste unless otherwise noted.

8. CONCRETE WORKMANSHIP: Concrete will usually crack. The function of reinforcing steel is to keep the concrete tightly tied together, it does not prevent cracking.

9. UNFORESEEN OBSTACLES: The contract price is based on the mutual assumption that the site contains no underground water, piping, wiring, nor any other condition or obstacle beneath the surface that will not accommodate standard easy installation of the project. If Customer is aware of any underground obstacles, then they must provide notice to Contractor of any such obstacle prior to commencement of work. Should any condition exist that requires additional work or cost, the customer will be notified. No further work will be done until customer agrees to pay the additional cost of any work because of this condition. It is agreed that the Customer shall have the option of cancelling the balance of the contract in this event. Cancellation shall also relieve Contractor of further liability or responsibility. Contractor shall not assume any responsibility nor liability for damage to or caused by unforeseen items.

10. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS: During installation, customers occasionally request changes. No changes, however minor they may appear, can be made without written authorization. "Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments or the completion date." Customer is notified that Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

11. ENTIRE AGREEMENT: The Contract Documents, including these Terms and Conditions, constitute the entire agreement between Customer and Contractor. No oral agreements or modifications shall be deemed part of this Contract, unless as set forth above in paragraph 10.

12. ADJUSTMENT: Contractor shall have the right to adjust any measurement or dimension without securing Customer's permission provided such adjustment does not exceed 1% (plus or minus) of total dimension.

13. "PRELIMINARY NOTICE": To preserve our right to record a "Mechanics Lien" or "Stop Notice", we, as subcontractor or material supplier, will provide you with a document called a "Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the subcontractor or materials supplier has the right to record a lien on the subject property if they are not paid.

14. LICENSE REQUIREMENTS: Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the

Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

15. LATE PAYMENT PENALTY: Failure by Customer to promptly pay for work performed as specified in this Contract shall result in a penalty charge of 1.5% per month on any outstanding balance owed to Contractor (after a 7-day grace period), but not more than the maximum amount allowed by law. Contractor shall have the right to immediately stop work should the customer be past due in any progress payment under this Contract.

16. WARRANTY: Materials: 1-year - Labor: 1-year
Turf Products: 8-year manufacturer's limited warranty. Sport Court Components: 10-year manufacturer's limited warranty. 5-year manufacturer's limited warranty for Hockey applications. 15-year manufacturer's limited warranty on Outdoor surface tiles. Details to be provided in writing to Customer upon request/completion of job.

17. UNCONDITIONAL RELEASE: Upon satisfactory payment being made for any portion of the work performed, the contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement work a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

18. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) AND WORKERS' COMPENSATION INSURANCE:

Contractor TD Sports, Inc. (dba Sport Court of Southern California, Sport Court Golf, TD Sports Playfields, and Sport Court of Los Angeles) carries \$4,000,000.00 commercial general liability insurance. Contractor carries Workers Compensation Insurance for all employees. Contractor also carries Commercial Auto Liability Insurance. You may call TD Sports Inc. (800) 296-5566 for contact information for verification of these other policies.

19. PHOTOGRAPHS: As a courtesy to future TD Sports, Inc. customers we occasionally take photographic images of customer projects and might reproduce those images for their photo books or other marketing purposes. TD Sports, Inc. warrants that it does not identify address, or any sensitive personal information in such reproductions. By signing this contract customer authorizes the use of such photos for marketing. Notwithstanding the foregoing, Customer retains the right to specifically request that no photographic images be used for any purpose whatsoever.

20. COLLECTION COSTS AND ATTORNEYS FEES: If TD Sports, Inc. is required to pursue collection proceedings or legal action for collection, demand, or other action for performance under this contract, and prevails, Customer shall be held liable for any and all legal fees and costs incurred by TD Sports, Inc. or its agents, employees or attorneys in pursuing such collection, demand, or legal action, including without limitation filing fees and process service fees.

21. LIMITATIONS: No action arising from or related to this Contract, or the performance thereof, shall be commenced by either party against the other more than two years after the completion or cessation of work under this Contract.

22. COMPONENT PAYMENT: Component Payment is due when components are delivered on or off-site. If installation of components is delayed by Customer in excess of 15 days after components are delivered on or off site, Customer will be subject to a \$15/day delay or storage fee.

23. ADDITIONAL TRIP CHARGE: If customer requests a specific day for component installation and Contractor is unable to do so because of jobsite circumstances out of our control, then customer is subject to a trip charge.

24. INTERPRETATION AND VENUE: This contract shall be interpreted under the laws of the State of California. Any litigation under this contract shall be resolved in the trial courts of Ventura County, State of California.

25. CORPORATE AUTHORIZATION: TD Sports, Inc. is a corporation organized and existing under the laws of the State of Delaware and fully qualified and authorized to do business in the State of California.

26. EXCLUSIVE DISTRIBUTOR: TD Sports, Inc. is an exclusive distributor for Connor Sport Court International. Connor Sport Court International is the manufacturer of components and surface systems. Distributors/Dealers/Account Managers are not employees, agents, nor joint venturers of Connor Sport Court International.

27. RETURNED CHECK CHARGE: There is a \$25.00 fee for any returned check.

I have read and accept all terms and conditions of this Contract.

X

By:

Its:

Date 28

Rev 5/06/13

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

IN THE MATTER OF

**AWARD OF BID/APPROVING THE DISTRICT MANAGER TO ALLOCATE FUNDS
IN AN AMOUNT NOT TO EXCEED \$ _____ FOR THE DEMOLITION,
RE-POUR, AND INSTALLATION OF A BASKETBALL COURT AT WEST PARK**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 18th day of October 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

RESOLUTION NO. 22-16

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

WHEREAS, it has been determined that West Park basketball court is in need of refurbishment; and

WHEREAS, bids were received from companies for the demo, re-pour and installation of the basketball court at West Park;

NOW, THEREFORE, BE IT RESOLVED THAT, the Tehachapi Valley Recreation and Park District Board of Directors awarded bid to _____ in an amount not to exceed _____ for the demo, re-pour and installation of the basketball court at West Park; and

AND BE IT FINALLY RESOLVED THAT the Board authorizes the District Manager to pay for the indicated job upon the satisfactory completion of said job by _____ who was awarded the bid.