



Tehachapi Valley

Recreation & Park District

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

**REGULAR BOARD MEETING
TUESDAY, JULY 24, 2018, 5:30 P.M.**

BOARD OF DIRECTORS

LAURA LYNNE WYATT, CHAIRPERSON
IAN STEELE, VICE-CHAIRPERSON
MARY LOU CORPUS-ZAMUDIO, DIRECTOR
KALEB JUDY, DIRECTOR
WES BACKES, 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 May 15, 2018 (Pages 4-6).
- C. Approval of Minutes from the Regular Board Meeting held June 19, 2018 (Pages 7-9).

5. RECREATION SUPERVISOR REPORT

6. OPERATIONS MANAGER REPORT

7. DISTRICT MANAGER REPORT

8. AGENDA ITEMS

- A. Approval of the Preliminary Financial Reports for May 2018 – Discussion/Approval (Pages 10-19).
- B. Tehachapi Valley Recreation and Park District Making Determinations and Calling an Election to Authorize the Issuance of General Obligation Bonds, Establishing Specifications of the Election order, and Requesting Consolidation with other Elections Occurring on November 6, 2018, Discussion/Approval, Resolution #8-18 (Pages 20-29).
- C. Approval of the Contract Between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce for the 2018 Mountain Festival, Discussion/Approval, Resolution #9-18 (Pages 30-46).
- D. Authorizing the Treasurer of the County of Kern to Transfer Funds in its Custody for Meeting the Obligations Incurred for the Maintenance and Operations of the District – Tehachapi Valley Recreation and Parks District is Requesting a Property Tax Advance in the Amount of \$450,000.00, Discussion/Approval, Resolution #10-18 (Pages 47-48).

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 August 21, 2018.



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 July 24, 2018, Regular Board Meeting Agenda was posted at the following public places within the District on Friday, July 20, 2018, at 5:30 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 20th day of July 2018.

Dated this 20th day of July 2018.

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 MAY 15, 2018, 5:30 P.M.**

CALL TO ORDER: Board Meeting Convened By Chairperson Wyatt at 5:32 P.M.

BOARD MEMBERS

Laura Lynne Wyatt, Chairperson
Ian Steele, Vice-Chairperson
Mary Lou Corpus-Zamudio, Director
Kaleb Judy, Director
Wes Backes, Director

ALSO PRESENT

Michelle Vance, District Manager
Corey Torres, Recreation Supervisor
Bill Fisher, Operations Manager
Carrie Champlin, Business Manager/Clerk of the Board
Greg Garrett, City of Tehachapi Manager
Tina Cunningham, Forde Files
David Shaw, GHCSO

1. FLAG SALUTE: Chairperson Wyatt led the flag salute.

2. ROLL CALL: All present.

3. PUBLIC COMMENTS: None.

4. CONSENT CALENDAR

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

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

Steele-Judy: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy; Backes

Noes: None. Motion carried.

Absent: None.

B. Approval of Minutes from the Regular Board Meeting held April 17, 2018.

BOARD APPROVES THE MINUTES FROM THE REGULAR BOARD MEETING HELD ON APRIL 17, 2018.

Steele-Judy: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy; Backes

Noes: None. Motion carried.

Absent: None.

C. Approval of the Preliminary Financial Reports for March 2018.

BOARD APPROVES THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT'S PRELIMINARY FINANCIAL REPORTS FOR MARCH 2018.

Steele-Judy: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy; Backes
Noes: None. Motion carried.
Absent: None.

D. Authorizing Execution of Notice of Completion and Acceptance for the Refurbishment Project at Central Park, Resolution #5-18.

BOARD AUTHORIZES EXECUTION OF NOTICE OF COMPLETION AND ACCEPTANCE FOR THE REFURBISHMENT PROJECT AT CENTRAL PARK, RESOLUTION #5-18.

Steele-Judy: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy; Backes
Noes: None. Motion carried.
Absent: None.

E. Approval of the 2018 Agreement between Tehachapi Valley Recreation and Park District and Stallion Springs Community Services District.

BOARD APPROVES THE 2018 AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND STALLION SPRINGS COMMUNITY SERVICES DISTRICT.

Steele-Judy: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy; Backes
Noes: None. Motion carried.
Absent: None.

F. Approval of the 2018 Agreement between Tehachapi Valley Recreation and Park District and Tehachapi Cummings County Water District Relating to Proposition 84 Grant Implementation.

BOARD APPROVES THE 2018 AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND TEHACHAPI CUMMINGS COUNTY WATER DISTRICT RELATING TO PROPOSITION 84 GRANT IMPLEMENTATION.

Steele-Judy: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy; Backes
Noes: None. Motion carried.
Absent: None.

G. Approval to Move the TVRPD July Board Meeting to Thursday July 19, 2018.

BOARD APPROVES MOVING THE JULY BOARD MEETING TO THURSDAY JULY 19, 2018.

Steele-Judy: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy; Backes
Noes: None. Motion carried.
Absent: None.

5. RECREATION SUPERVISOR REPORT

Recreation Supervisor Corey Torres gave the report.

- Run and Ride with the Wind is this weekend.
- Youth Volleyball program has begun.
- Now taking registrations for Youth Flag Football.
- Torres thanked Aspen Builders Inc. for their donation of a second scoreboard for the Aspen Builders Inc. Activity Center.
- Aquatics: thirteen lifeguard certifications completed.
- Advertisement placed for summer programs.

6. OPERATIONS MANAGER REPORT

Operations Manager Bill Fisher gave the report.

- Fishing Derby was successful.
- Skate Park repairs planned.
- Met with the manager of Woodward West.
- Fisher thanked District Manager Vance and TCCWD for using conservation grant funds to replace restroom fixtures.
- A riding lawnmower was purchased for use on the Brite Lake property.

7. DISTRICT MANAGER REPORT

District Manager Vance gave the report.

- The Revitalization and Visioning meeting will be held June 13th.
- Barker Rinker Seacat held the first meeting for executives, stakeholders, and the public with 150 attendees.
- The second meeting with Barker Rinker Seacat will be held June 28th.
- Attended the CPRS Board meeting in McFarland.
- A meeting with Kaiser Permanente is scheduled for this month.

8. AGENDA ITEMS

A. Presentation from ISOM Advisors a Division of Urban Futures Inc.

Brian Moore from ISOM Advisors gave the presentation.

Survey was conducted May 9th through May 14th.

Presentation is on file.

9. **BOARD OF DIRECTORS TIME:** Directors Corpus-Zamudio stated that she was pleased with the survey results. Director Backes thanked staff and Board members for their work. Vice-Chairperson Steele thanked staff for their work in making the Brite Lake Fishing Derby a success.

10. ADJOURNMENT

Having no further business the meeting was adjourned at 6:05 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on June 19, 2018.

Judy-Steele: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy; Backes

Noes: None. Motion carried.

Absent: None.

Respectfully Submitted,

Carrie Champlin
Carrie Champlin, Clerk of the Board

**MINUTES OF THE REGULAR BOARD MEETING
OF THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CALIFORNIA 93561
TUESDAY JUNE 19, 2018, 5:30 P.M.**

CALL TO ORDER: Board Meeting Convened By Chairperson Wyatt at 5:32 P.M.

BOARD MEMBERS

Laura Lynne Wyatt, Chairperson
Ian Steele, Vice-Chairperson
Mary Lou Corpus-Zamudio, Director
Kaleb Judy, Director
Wes Backes, Director

ALSO PRESENT

Michelle Vance, District Manager
Corey Torres, Recreation Supervisor
Bill Fisher, Operations Manager
Tiffany Frost, Office Specialist
Mike Nixon, Hospital District
Kim Nixon, Family Life Pregnancy Center
Pat Doody, Loop Newspaper
Susan Showler, City of Tehachapi
Steve Shaw

1. **FLAG SALUTE:** District Manager Vance led the flag salute.
2. **ROLL CALL:** Director Backes was absent.
3. **PUBLIC COMMENTS:** Steve Shaw reported on the Brite Lake Fishing Derby and stated that the event went very well and that he was pleased with the food. Mr. Shaw suggested an archery tournament at Brite Lake. Mr. Shaw spoke about the Golden Hills Nature Preserve. Mr. Mike Nixon stated that TVRPD is doing a great job with the public meeting for the feasibility study.

4. CONSENT CALENDAR

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

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

Judy-Steele: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy

Noes: None. Motion carried.

Absent: Backes.

B. Approval of the Preliminary Financial Reports for April 2018.

BOARD APPROVES THE TEHACHAPI VALLEY RECREATION AND PARK DISTRICT'S PRELIMINARY FINANCIAL REPORTS FOR APRIL 2018.

Judy-Steele: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy

Noes: None. Motion carried.

Absent: Backes.

C. **Authorizing Execution of Notice of Completion and Acceptance for the Refurbishment Project at Aspen Builders Inc. Activity Center, Resolution #6-18.**

BOARD AUTHORIZES EXECUTION OF NOTICE OF COMPLETION AND ACCEPTANCE FOR THE REFURBISHMENT PROJECT AT ASPEN BUILDERS INC. ACTIVITY CENTER, RESOLUTION #6-18.

Judy-Steele; Ayes: Wyatt; Steele; Corpus-Zamudio; Judy

Noes: None. Motion carried.

Absent: Backes.

D. **Approval to Move the TVRPD July Board Meeting to Tuesday July 24, 2018.**

BOARD APPROVES MOVING THE JULY BOARD MEETING TO TUESDAY JULY 24, 2018.

Judy-Steele; Ayes: Wyatt; Steele; Corpus-Zamudio; Judy

Noes: None. Motion carried.

Absent: Backes.

5. RECREATION SUPERVISOR REPORT

Recreation Supervisor Corey Torres gave the report.

- Pool is very busy with all the summer programs.
- Youth Flag Football starts next week.
- Concert in the park last Sunday was fantastic with Ticket to Ride-the Beatles tribute band.
- It's "Green Week" at Adventure Camp and we will be planting a tree in Central Park this Thursday.

6. OPERATIONS MANAGER REPORT

Operations Manager Bill Fisher gave the report.

- TCCWD is working at the Dye Natatorium to replace the restroom fixtures and should be completed by the end of this week.
- Working on the Brite Lake septic system. A new larger septic system is needed.
- Two staff members are leaving the maintenance department by the end of July or August.
- Working on sprinklers at all properties.
- New pump and backup pump were installed at the pool.

7. DISTRICT MANAGER REPORT

District Manager Vance gave the report.

- Attended the CPRS Board meeting.
- Met with Tehachapi Healthcare District for possible plans for the old hospital location.
- The second community meeting had 74 attendees. The number one most wanted revitalization project was for the skate park. We had a lot of positive feedback at the meeting.
- The third community meeting will be June 28th and we will be unveiling the possible floor plans for the community center.
- We meet with Barker Rinker Seacat next week.
- Attended Rec Camp. We visited new and old facilities and learned how new technology has changed the recreation industry.

8. AGENDA ITEMS

A. Presentation from Mr. Ron Gaiser.

Ron Gaiser gave a presentation to the Board regarding the possibility of holding a paddle race festival at Brite Lake.

Presentation is on file.

B. Discussion/Approval of the Tehachapi Valley Recreation and Park District's Preliminary Fiscal Year 2018/2019 Annual Budget.

1. **Public Hearing – Opened at 6:39 P.M.**

There was a discussion regarding how much vandalism costs the District each year and what properties have security cameras.

Mr. Steve Shaw inquired about the Brite Lake Fishing Derby and if the revenue is shown under Brite Lake.

Public Hearing - Closed at 6:45 P.M.

2. **Approval of Tehachapi Valley Recreation and Park District's Preliminary Fiscal Year 2018/2019 Annual Budget - Discussion/Approval, Resolution #7-18**

BOARD APPROVES TEHACHAPI VALLEY RECREATION AND PARK DISTRICT'S PRELIMINARY FISCAL YEAR 2018/2019 ANNUAL BUDGET, RESOLUTION #7-18.

Steele - Judy: Ayes: Wyatt; Judy; Steele

Noes: None. Motion carried.

Absent: Backes

9. **BOARD OF DIRECTORS TIME:** Directors Corpus-Zamudio thanked District Manager Vance for her work on the public meetings. Director Corpus-Zamudio stated that if people believe in helping kids, families and community there is no doubt that they will invest in the future of this community by supporting this bond initiative. Vice-Chairperson Steele thanked staff for all their hard work in making summer something special for our community by providing great programs, events and park properties.

10. ADJOURNMENT

Having no further business the meeting was adjourned at 6:49 P.M. to the Regular Board meeting of the Directors of Tehachapi Valley Recreation and Park District scheduled on July 24, 2018.

Steele-Corpus-Zamudio: Ayes: Wyatt; Steele; Corpus-Zamudio; Judy

Noes: None. Motion carried.

Absent: Backes.

Respectfully Submitted,


Carrie Champlin, Clerk of the Board



Tehachapi Valley Recreation and Park District

BALANCE SHEET

As of May 31, 2018

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash in County Treasury General Fund	621,563.11
1004 Check BOTS 4470	77,273.16
1005 County Treasury Capital Projects Fund	52,889.02
1007 Square inc-Brite Lake	19.45
1051 Change Fund	850.00
1100 Petty Cash Fund	400.00
Total Bank Accounts	\$752,994.74
Accounts Receivable	
1200 Accounts Receivable	27,800.00
Total Accounts Receivable	\$27,800.00
Other Current Assets	
1070 Prepaid Expenses	9,091.55
1071 Deferred Expense-2018 Gran Fondo	4,995.18
1092 Credit Card Receivables	1,306.00
1096 Undeposited Funds	58.00
1210 Inventory Asset	4,730.95
Total Other Current Assets	\$20,181.68
Total Current Assets	\$800,976.42
Fixed Assets	
1150 Land	166,734.76
1161 Building	540,391.52
1162 Improvements	3,049,721.76
1163 Equipment	1,053,159.91
1163.1 Equipment Not Placed In Service	50,043.59
1166 Furniture & Fixtures	24,895.98
1167 Machinery	47,089.00
1170 Accumulated Depreciation	-2,681,915.00
1180 Fleet Vehicles and Equipment	170,165.22
Total Fixed Assets	\$2,420,286.74
Other Assets	
1901 DOR-Employee Contribution after MD	32,998.00
1903 DOR-Difference in Properties	13,059.00
1904 DOR-Difference in Experience	1,444.00
Total Other Assets	\$47,501.00
TOTAL ASSETS	\$3,268,764.16
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	

	TOTAL
2000 Accounts Payable-General Fund	4,487.98
Total Accounts Payable	\$4,487.98
Credit Cards	
2010 Cardmember Services Payable	5,056.91
Total Credit Cards	\$5,056.91
Other Current Liabilities	
2021 Accrued Salaries & Wages	21,485.67
2022 Accrued Employer PR Taxes	1,880.81
2024 Accrued Vacation, Sick, & Comp Time	31,081.76
2200 Suspense	-300.68
2207 Sales tax payable	202.05
2210 Payroll Liabilities	-1,085.85
2251 Deferred Revenue-2018 GranFondo	75,647.93
2270 Refundable Deposits	1,000.00
Total Other Current Liabilities	\$129,911.69
Total Current Liabilities	\$139,456.58
Long-Term Liabilities	
2310 Loan Payable 2016	541,380.00
2900 Net Pension Liability	75,553.00
2901 DIR-Earning on Plan Investments	6,844.00
2902 DIR-Difference in Contributions	26,248.00
2903 DIR-Difference in Proportion	73,239.00
2905 DIR-Changes in Assumption	13,654.00
Total Long-Term Liabilities	\$736,918.00
Total Liabilities	\$876,374.58
Equity	
3010 Net Investment In Capital Assets	2,580,724.25
3020 Restricted Funds	262,302.64
3030 Unrestricted Funds	-956,576.70
3110 Retained Earnings	236,824.90
Net Income	269,114.49
Total Equity	\$2,392,389.58
TOTAL LIABILITIES AND EQUITY	\$3,268,764.16



Tehachapi Valley Recreation and Park District

PROFIT AND LOSS

May 2018

	TOTAL		
	MAY 2018	JUL 2017 - MAY 2018 (YTD)	% OF INCOME
Income			
4010 Property Taxes	15,659.45	857,783.64	26.32 %
4020 Interest Income	12.14	1,995.16	0.02 %
4020.1 Interest Income Cap Proj Fund		130.70	
4030 Adult Program Revenues	3,285.00	24,236.05	5.52 %
4050 Facility Revenue	16,714.50	120,930.38	28.09 %
4100 Advertising Revenues		1,500.00	
4200 Contracted Classes Revenues	3,582.00	38,686.12	6.02 %
4210 Events Revenues	3,095.00	28,715.08	5.20 %
4213 Operational Grants	8,000.00	53,648.12	13.45 %
4215 Capital Grants	0.00	44,732.59	0.00 %
4216 Scholarship Donations	5.00	145.00	0.01 %
4300 Youth Program Revenues	9,585.00	82,785.76	16.11 %
4610 Billable Expense Income		5,880.35	
4650 Discounts given	-440.00	-3,358.05	-0.74 %
4690 Other Income		2,351.43	
4704 Sales		858.48	
Total Income	\$59,498.09	\$1,261,020.81	100.00 %
Cost of Goods Sold			
5001 Adult Program Costs	511.27	2,927.79	0.86 %
5002 Fish Stocking		10,000.00	
5004 Contracted Classes Costs	2,913.34	29,927.28	4.90 %
5005 Events Costs	1,834.53	34,390.05	3.08 %
5008 Youth Program Costs	2,499.91	21,791.85	4.20 %
5110 Scholarship Fund Expense	37.50	1,918.87	0.06 %
5704 Purchases for Resale		454.63	
Total Cost of Goods Sold	\$7,796.55	\$101,410.47	13.10 %
GROSS PROFIT	\$51,701.54	\$1,159,610.34	86.90 %
Expenses			
6000 Employee Costs	80,953.52	587,858.56	136.06 %
7010 Advertising & Marketing	3,677.81	28,525.58	6.18 %
7020 Bank Service Charges	1,133.08	8,883.09	1.90 %
7026 Charitable Contribution		2,100.79	
7030 Dues & Subscriptions	205.00	5,630.00	0.34 %
7035 Equipment Rents & Leases	788.60	3,450.86	1.33 %
7050 Insurance	1,982.67	23,102.84	3.33 %
7056 Interest Expense		10,580.55	
7060 Licenses & Fees	1,166.63	7,395.40	1.96 %
7070 Maintenance	5,424.95	85,537.82	9.12 %
7084 Meals & Entertainment	698.78	3,222.57	1.17 %
7090 Office Supplies	455.99	11,640.55	0.77 %
7120 Professional Development	375.00	10,029.48	0.63 %

	TOTAL		
	MAY 2018	JUL 2017 - MAY 2018 (YTD)	% OF INCOME
7150 Professional Fees	6,873.95	56,228.16	11.55 %
7160 Property Tax Collection Fee		7,905.37	
7180 Security	311.71	3,176.63	0.52 %
7210 Telephone	1,375.09	11,523.47	2.31 %
7230 Uniforms & Apparel		2,332.68	
7250 Utilities	7,213.90	65,222.61	12.12 %
7999 Uncategorized Expense	-59.79	0.00	-0.10 %
Total Expenses	\$112,576.69	\$934,347.01	189.21 %
NET OPERATING INCOME	\$-60,875.35	\$225,263.33	-102.31 %
Other Income			
8040 TVRPD Development Fee Revenues	8,548.00	47,020.33	14.37 %
Total Other Income	\$8,548.00	\$47,020.33	14.37 %
Other Expenses			
8505 Quimby Expense		3,169.17	
Total Other Expenses	\$0.00	\$3,169.17	0.00%
NET OTHER INCOME	\$8,548.00	\$43,851.16	14.37 %
NET INCOME	\$-52,327.35	\$269,114.49	-87.95 %



Tehachapi Valley Recreation and Park District

PROFIT & LOSS PRIOR YEAR COMPARISON

May 2018

	TOTAL			
	MAY 2018	MAY 2017 (PY)	CHANGE	% CHANGE
Income				
4010 Property Taxes	15,659.45	17,701.61	-2,042.16	-11.54 %
4020 Interest Income	12.14		12.14	
4030 Adult Program Revenues	3,285.00	6,248.60	-2,963.60	-47.43 %
4050 Facility Revenue	16,714.50	11,257.76	5,456.74	48.47 %
4200 Contracted Classes Revenues	3,582.00	5,663.75	-2,081.75	-36.76 %
4210 Events Revenues	3,095.00	1,930.00	1,165.00	60.36 %
4213 Operational Grants	8,000.00	500.00	7,500.00	1,500.00 %
4216 Scholarship Donations	5.00	25.00	-20.00	-80.00 %
4300 Youth Program Revenues	9,585.00	9,358.39	226.61	2.42 %
4650 Discounts given	-440.00	-185.50	-254.50	-137.20 %
Total Income	\$59,498.09	\$52,499.61	\$6,998.48	13.33 %
Cost of Goods Sold				
5001 Adult Program Costs	511.27	372.83	138.44	37.13 %
5004 Contracted Classes Costs	2,913.34	3,400.00	-486.66	-14.31 %
5005 Events Costs	1,834.53	4,226.57	-2,392.04	-56.60 %
5008 Youth Program Costs	2,499.91	1,318.20	1,181.71	89.65 %
5110 Scholarship Fund Expense	37.50	182.39	-144.89	-79.44 %
Total Cost of Goods Sold	\$7,796.55	\$9,499.99	\$ -1,703.44	-17.93 %
GROSS PROFIT	\$51,701.54	\$42,999.62	\$8,701.92	20.24 %
Expenses				
6000 Employee Costs	80,953.52	48,557.27	32,396.25	66.72 %
7010 Advertising & Marketing	3,677.81	2,779.83	897.98	32.30 %
7020 Bank Service Charges	1,133.08	579.49	553.59	95.53 %
7030 Dues & Subscriptions	205.00		205.00	
7035 Equipment Rents & Leases	788.60	212.00	576.60	271.98 %
7050 Insurance	1,982.67	1,694.08	288.59	17.04 %
7060 Licenses & Fees	1,166.63	828.14	338.49	40.87 %
7070 Maintenance	5,424.95	6,411.77	-986.82	-15.39 %
7084 Meals & Entertainment	698.78	83.62	615.16	735.66 %
7090 Office Supplies	455.99	1,670.03	-1,214.04	-72.70 %
7120 Professional Development	375.00	25.00	350.00	1,400.00 %
7150 Professional Fees	6,873.95	11,928.02	-5,054.07	-42.37 %
7180 Security	311.71	179.96	131.75	73.21 %
7210 Telephone	1,375.09	905.48	469.61	51.86 %
7250 Utilities	7,213.90	8,349.41	-1,135.51	-13.60 %
7999 Uncategorized Expense	-59.79		-59.79	
Total Expenses	\$112,576.89	\$84,204.10	\$28,372.79	33.70 %
NET OPERATING INCOME	\$ -60,875.35	\$ -41,204.48	\$ -19,670.87	-47.74 %
Other Income				
8040 TVRPD Development Fee Revenues	8,548.00		8,548.00	
Total Other Income	\$8,548.00	\$0.00	\$8,548.00	0.00%

	TOTAL			
	MAY 2018	MAY 2017 (PY)	CHANGE	% CHANGE
NET OTHER INCOME	\$8,548.00	\$0.00	\$8,548.00	0.00%
NET INCOME	\$-52,327.35	\$-41,204.48	\$-11,122.87	-26.99 %

Tehachapi Valley Recreation and Park District

STATEMENT OF CASH FLOWS

July 2017 - May 2018

	TOTAL
OPERATING ACTIVITIES	
Net Income	-1,319.65
Adjustments to reconcile Net Income to Net Cash provided by operations:	
2207 Sales tax payable	145.56
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	145.56
Net cash provided by operating activities	\$-1,174.09
INVESTING ACTIVITIES	
1163 Equipment	-7,037.97
Net cash provided by investing activities	\$-7,037.97
FINANCING ACTIVITIES	
3028 Restricted Funds: Site Lease Funds	-3,122.00
3030 Unrestricted Funds	3,122.00
Net cash provided by financing activities	\$0.00
NET CASH INCREASE FOR PERIOD	\$-8,212.06
Cash at beginning of period	0.00
CASH AT END OF PERIOD	\$-8,212.06

Tehachapi Valley Recreation and Park District

BUDGET VS. ACTUALS: TVRPD CLASS BUDGET 2017-2018

July 2017 - May 2018

		TOTAL		
	ACTUAL	BUDGET	REMAINING	% REMAINING
Income				
4010 Property Taxes	857,783.64	800,845.87	-56,937.77	-7.11 %
4020 Interest Income	1,995.16	2,291.63	296.47	12.94 %
4020.1 Interest Income Cap Proj Fund	130.70		-130.70	
4030 Adult Program Revenues	24,236.05	29,012.50	4,776.45	16.46 %
4050 Facility Revenue	120,930.38	101,440.22	-19,490.16	-19.21 %
4100 Advertising Revenues	1,500.00		-1,500.00	
4200 Contracted Classes Revenues	38,686.12	35,430.12	-3,256.00	-9.19 %
4210 Events Revenues	28,715.08	28,520.32	-194.76	-0.68 %
4213 Operational Grants	53,648.12	32,083.37	-21,564.75	-67.21 %
4215 Capital Grants	44,732.59	17,416.63	-27,315.96	-156.84 %
4216 Scholarship Donations	145.00		-145.00	
4300 Youth Program Revenues	82,785.76	94,737.50	11,951.74	12.62 %
4610 Billable Expense Income	5,880.35	13,750.00	7,869.65	57.23 %
4650 Discounts given	-3,358.05	-3,208.37	149.68	-4.67 %
4690 Other Income	2,351.43		-2,351.43	
4704 Sales				
4701 Beer Sales-Taxable		641.63	641.63	100.00 %
4703 Food Sales-Taxable	240.56		-240.56	
4705 Food Sales Non Taxable	523.75	421.63	-102.12	-24.22 %
4709 Soda Sales-Taxable	94.17	183.26	89.09	48.61 %
Total 4704 Sales	858.48	1,246.52	388.04	31.13 %
Total Income	\$1,261,020.61	\$1,153,566.31	\$-107,454.50	-9.31 %
Cost of Goods Sold				
5001 Adult Program Costs	2,927.79	3,162.39	234.60	7.42 %
5002 Fish Stocking	10,000.00	9,166.63	-833.37	-9.09 %
5004 Contracted Classes Costs	29,927.28	33,288.86	3,361.58	10.10 %
5005 Events Costs	34,390.05	41,413.13	7,023.08	16.96 %
5008 Youth Program Costs	21,791.85	28,205.87	6,414.02	22.74 %
5110 Scholarship Fund Expense				
5115 Chavez Scholarship Fund	1,281.37	2,291.85	1,010.48	44.09 %
5117 Walter Dye Scholarship Fund	637.50	2,291.85	1,654.35	72.18 %
Total 5110 Scholarship Fund Expense	1,918.87	4,583.70	2,664.83	58.14 %
5704 Purchases for Resale				
5701 Beer Purchases		412.50	412.50	100.00 %
5703 Food Purchases	324.50	362.01	37.51	10.36 %
5709 Soda Purchases	130.13	91.74	-38.39	-41.85 %
Total 5704 Purchases for Resale	454.63	866.25	411.62	47.52 %
Total Cost of Goods Sold	\$101,410.47	\$120,686.83	\$19,276.36	15.97 %
GROSS PROFIT	\$1,159,610.34	\$1,032,879.48	\$-126,730.86	-12.27 %
Expenses				
6000 Employee Costs				

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% REMAINING
6010 Wages & Salaries	449,116.30	434,330.38	-14,785.92	-3.40 %
6020 Employee Taxable Allowances	6,222.68	8,433.26	2,210.58	26.21 %
6050 Benefits				
6051 Employee MedDentalVisLife	36,740.40	49,500.00	12,759.60	25.78 %
6055 Employee Retirement CalPERS	30,182.84	31,043.76	860.92	2.77 %
6058 Employer Taxes	42,924.34	44,916.74	1,992.40	4.44 %
6060 Reimbursed Employee Expenses		916.74	916.74	100.00 %
6070 Vacation, Sick, & Admin Leave		1,375.00	1,375.00	100.00 %
6090 Worker's Compensation Insurance	22,672.00	26,357.76	3,685.76	13.98 %
6099 Pension GASB 68		7,567.12	7,567.12	100.00 %
Total 6050 Benefits	132,519.58	161,677.12	29,157.54	18.03 %
Total 6000 Employee Costs	587,858.56	604,440.76	16,582.20	2.74 %
7010 Advertising & Marketing	28,525.58	18,333.37	-10,192.21	-55.59 %
7020 Bank Service Charges	8,883.09	8,250.00	-633.09	-7.67 %
7026 Charitable Contribution	2,100.79	1,833.37	-267.42	-14.59 %
7030 Dues & Subscriptions	5,630.00	8,204.13	2,574.13	31.38 %
7035 Equipment Rents & Leases				
7036 Maintenance Equipment Rental	444.59	5,500.00	5,055.41	91.92 %
7037 Office Equipment Rental	3,006.27	1,100.00	-1,906.27	-173.30 %
Total 7035 Equipment Rents & Leases	3,450.86	6,600.00	3,149.14	47.71 %
7050 Insurance				
7051 Auto Insurance	4,387.13	4,125.00	-262.13	-6.35 %
7052 HUB Insurance	336.49	91.63	-244.86	-267.23 %
7053 Property Insurance	11,169.62	9,625.00	-1,544.62	-16.05 %
7055 Liability Insurance	7,209.60	7,333.37	123.77	1.69 %
Total 7050 Insurance	23,102.84	21,175.00	-1,927.84	-9.10 %
7056 Interest Expense	10,580.55	16,577.88	5,997.33	36.18 %
7060 Licenses & Fees	7,395.40	7,791.63	396.23	5.09 %
7070 Maintenance	54.69		-54.69	
7071 Pool Chemicals	6,678.61	5,500.00	-1,178.61	-21.43 %
7072 Building & Park Maintenance	31,036.12	23,925.11	-7,111.01	-29.72 %
7073 Accessibility Upgrades		91.63	91.63	100.00 %
7074 Equipment Maintenance	7,364.97	16,133.26	8,768.29	54.35 %
7075 Fuel	9,208.39	8,250.00	-958.39	-11.62 %
7076 Janitorial Supplies	8,279.61	8,708.37	428.76	4.92 %
7077 Small Tools & Equipment	1,312.69	458.37	-854.32	-186.38 %
7078 Materials & Supplies	16,538.79	24,658.37	8,119.58	32.93 %
7079 Fleet Maintenance	5,063.95	3,666.63	-1,397.32	-38.11 %
Total 7070 Maintenance	85,537.82	91,391.74	-5,853.92	-6.41 %
7084 Meals & Entertainment	3,222.57	1,833.37	-1,389.20	-75.77 %
7090 Office Supplies	11,640.55	12,375.00	734.45	5.93 %
7120 Professional Development	10,029.48	8,708.37	-1,321.11	-15.17 %
7150 Professional Fees				
7151 Annual Audit	11,700.00	10,083.37	-1,616.63	-16.03 %
7152 Bookkeeping & Payroll	23,781.14	20,166.63	-3,614.51	-17.92 %
7153 Information Technology	6,268.26	7,791.63	1,523.37	19.55 %
7155 Legal	14,478.76	7,333.37	-7,145.39	-97.44 %
Total 7150 Professional Fees	56,228.16	45,375.00	-10,853.16	-23.92 %

		TOTAL		
	ACTUAL	BUDGET	REMAINING	% REMAINING
7160 Property Tax Collection Fee	7,905.37	12,833.37	4,928.00	38.40 %
7180 Security	3,176.63	3,795.11	618.48	16.30 %
7210 Telephone	11,523.47	10,175.00	-1,348.47	-13.25 %
7230 Uniforms & Apparel	2,332.68	2,291.63	-41.05	-1.79 %
7250 Utilities				
7252 Electric Service	35,295.98	33,137.39	-2,158.59	-6.51 %
7254 Gas Service	10,042.41	11,504.13	1,461.72	12.71 %
7256 Sanitation Services	11,189.02	12,866.26	1,677.24	13.04 %
7258 Water Service	8,695.20	9,273.06	577.86	6.23 %
Total 7250 Utilities	65,222.61	66,780.84	1,558.23	2.33 %
Total Expenses	\$934,347.01	\$948,765.57	\$14,418.56	1.52 %
NET OPERATING INCOME	\$225,263.33	\$84,113.91	\$-141,149.42	-167.81 %
Other Income				
8040 TVRPD Development Fee Revenues	47,020.33	23,507.00	-23,513.33	-100.03 %
Total Other Income	\$47,020.33	\$23,507.00	\$-23,513.33	-100.03 %
Other Expenses				
8505 Quimby Expense	3,169.17		-3,169.17	
Total Other Expenses	\$3,169.17	\$0.00	\$-3,169.17	0.00%
NET OTHER INCOME	\$43,851.16	\$23,507.00	\$-20,344.16	-86.55 %
NET INCOME	\$269,114.49	\$107,620.91	\$-161,493.58	-150.06 %

RESOLUTION NO. 8-18

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT MAKING DETERMINATIONS AND CALLING
AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION
BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND
REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON
NOVEMBER 6, 2018**

WHEREAS, in the judgment of the Board of Directors (the "Board") of the Tehachapi Valley Recreation and Park District (the "District"), it is advisable to call an election to submit to the electors of the District the question whether bonds of the District shall be issued and sold for the purpose of raising money for the acquisition or improvement of real property; and

WHEREAS, Article XIII A, Section 1, paragraph (b)(2), of the California Constitution ("Article XIII A") provides an exception to the limit on *ad valorem* property taxes on real property for bonded indebtedness incurred by a district approved by two-thirds (2/3) of the voters of the district voting on the proposition; and

WHEREAS, the Board is specifically authorized, upon approval by a majority vote of the Board, to pursue the authorization and issuance of bonds by a two-thirds (2/3) vote of the electorate on the question whether bonds of the District shall be issued and sold for specified purposes, pursuant to Section 5790 *et seq.* of the Public Resources Code of California (the "Act"); and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 6, 2018, and to request the Registrar of Voters for Kern County (the "Registrar of Voters") to perform certain election services for the District; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Tehachapi Valley Recreation and Park District the following:

Section 1. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the maximum principal amount of \$43.0 million for the purpose of raising money to finance improvements and property of the District, and paying costs incident thereto, as set forth more fully in the ballot proposition approved pursuant to Section 3. This Resolution constitutes the order of the District to call such election.

Section 2. Election Date. The date of the election shall be November 6, 2018, and the election shall be held solely within the boundaries of the District.

Section 3. Purpose of Election; Ballot Proposition. The purpose of the election shall be for the voters in the District to vote on a proposition, a full copy of which is attached hereto and marked Exhibit A, containing the question of whether the District shall issue the Bonds for the purpose stated therein, together with the accountability

requirements of Government Code Section 53410. The Registrar of Voters is requested to print the Full Text of Measure contained on Exhibit A in the sample ballot pamphlet. As required by Elections Code Section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto and marked as Exhibit B. The General Manager or designee is hereby authorized and directed to make any changes to the text of the proposition or this resolution as required to conform to any requirements of Article XIII A, the Act, or the Registrar of Voters.

Section 4. Authority for Election. The authority for ordering the election is contained in Section 5790 of the Public Resources Code and Section I, paragraph (b), subsection (2), of Article XIII A.

Section 5. Covenants of the Board upon Approval of the Bonds by the Electorate. In the event two-thirds of the voters voting in the District approve of the Bonds, the Board shall:

1. establish and appoint members to an independent citizens' oversight committee;
2. apply the bond proceeds only to the purposes stated in the ballot proposition;
3. cause creation of accounts into which bond proceeds shall be deposited; and
4. cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 6. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to the County Registrar and the Clerk of the Board of Supervisors of Kern County.

Section 7. Consolidation of Election. The County Registrar and the Board of Supervisors of Kern County are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 6, 2018, within the District.

Section 8. Ballot Arguments; Tax Rate Statement. Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The General Manager, President of the Board, or their designees, are hereby authorized to execute the Tax Rate Statement attached hereto as Exhibit C, or other document and to perform all acts necessary to place the bond measure on the ballot.

Section 9. Elections Code. Pursuant to Section 10002 of the Elections Code, the Board of Supervisors of Kern County is requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse the County in full upon presentation of a bill, such services to include the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 10. Agreement. The General Manager is authorized and directed to execute the agreements on file with Jones Hall, A Professional Law Corporation, which firm is appointed hereby to perform bond and disclosure counsel services in regard to the Bonds, and Isom Advisors, a Division of Urban Futures Inc. which firm is appointed to perform financial advisory services in regard to the Bonds.

Section 11. Effective Date. This resolution shall take effect on and after its adoption.

PASSED AND ADOPTED by the Board of Directors of the Tehachapi Valley Recreation and Park District the ____ day of _____, 2018.

Signed:

Clerk

CLERK'S CERTIFICATE

I, _____, Clerk of the Board Directors of the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution ____ adopted at a regular meeting place thereof on the ____ day of _____, 2018, of which meeting all the members of said Board of Directors had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

(LIST NAMES OF BOARD MEMBERS IN APPROPRIATE SPACES BELOW)

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2018

Clerk of the Board of Directors of the
TEHACHAPI VALLEY RECREATION AND PARK
DISTRICT

EXHIBIT A

BALLOT MEASURE FULL TEXT OF MEASURE

This proposition may be known and referred to as the Tehachapi Valley Recreation and Park District General Obligation Bond of 2018, or Measure ____.

BOND AUTHORIZATION

By approval of this proposition by at least two-thirds of the registered voters voting on the proposition, the Tehachapi Valley Recreation and Park District (the "District") shall be authorized to issue and sell bonds of up to \$43.0 million in aggregate principal amount to provide financing for the facilities projects listed in the Bond Project List below, subject to all of the accountability safeguards specified below.

ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this proposition in order that the District's voters and taxpayers may be assured that their money will be spent wisely to address specific facilities needs of the District.

Independent Citizens' Oversight Committee. The Board of Directors shall establish an independent Citizens' Oversight Committee, to ensure bond proceeds are spent only for the projects listed in the Bond Project List.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Directors shall take actions necessary pursuant to Government Code Section 53410 and following to establish an account in which proceeds of the sale of bonds will be deposited. As long as any proceeds of the bonds remain unexpended, the General Manager of the District (or such other employee as may perform substantially similar duties) shall cause a report to be filed with the Board no later than December 31 of each year, commencing December 31 of the year in which bonds are first issued, stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as such officer shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

FURTHER SPECIFICATIONS

Specific Purposes. All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, and shall constitute the specific purposes of the bonds, and proceeds of the bonds shall be spent only for such purposes, pursuant to Government Code Section 53410.

Rate of Interest. The bonds shall bear interest at a rate per annum not exceeding the statutory maximum, payable at the time or times permitted by law.

Term of Bonds. The number of years the whole or any part of the bonds are to run shall not exceed the legal limit, though this shall not preclude bonds from being sold which mature prior to the legal limit.

BOND PROJECT LIST

The Bond Project List below describes the specific projects the Tehachapi Valley Recreation and Park District proposes to finance with proceeds of the bonds. Listed projects will be completed as needed at particular sites according to Board-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Until all project costs and funding sources are known, the Board of Directors cannot determine the amount of bond proceeds available to be spent on each project, nor guarantee that the bonds will provide sufficient funds to allow completion of all listed projects. Completion of some projects may be subject to further government approvals or appropriation by State officials and boards, to local environmental review, and to input from the public. For these reasons, inclusion of a project on the Bond Project List is not a guarantee that the project will be funded or completed.

Unless otherwise noted, the projects in the Bond Project List are authorized to be completed and shall be approved by the Board of Directors at each or any of the District's sites including:

District Wide Projects

- Upgrade and construct restrooms.
- Build a new Senior Center to provide recreational opportunities for active adults.
- Upgrade and renovate Brite Lake including boat launch, paved roads, new restrooms, and pavilion/group areas.
- Improve drainage and water conservation systems.
- Construct a community center that would include a Children's Learning Center, and an aquatics center.
- Construct a 6-lane lap pool and Children's/therapy pool at a new community center.
- Construct ballfields and install new lights.
- Repair paved areas for walkways and parking.
- Provide new playgrounds.
- Add new picnic areas.
- Upgrade or provide new outdoor basketball courts.
- Build a new skatepark to replace the deteriorating existing one.
- Add two new soccer fields with lighting.
- Provide tot, classrooms, and a teen center with tutoring for children.

The listed projects will be completed as needed. Each project is assumed to include its share of architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of maintenance and operational equipment, including the reduction or retirement of interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary relocation of dislocated District activities caused by construction projects. In addition to the projects listed above, the repair and renovation of each of the existing facilities may include, but not be limited to, some or all of the following: repair and replacement of heating and ventilation systems; upgrade of facilities for energy efficiencies; windows, walls, doors and drinking fountains; installation of wiring and electrical systems; upgrades or construction of support facilities, including administrative and maintenance yards; repair and replacement of fire alarms, emergency communications and security systems; resurfacing or replacing of hard courts, turf and irrigation systems and landscaping and play fields; expand parking; install interior and exterior painting and floor covering; demolition; and construction of various forms of storage and support spaces, upgrade bleachers, kitchens, repair, upgrade and install interior and exterior lighting systems; replace outdated security fences and security systems. The budget for each project is an estimate and may be affected by factors beyond the District's control. Some projects throughout the District may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient facilities. Necessary site preparation/restoration may occur in connection with new construction, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects and the costs of issuing the bonds. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

The Bond Project List shall be considered a part of this ballot proposition, and shall be reproduced in any official document required to contain the full statement of the bond proposition.

EXHIBIT B

BALLOT MEASURE (ABBREVIATED FORM)

"To improve parks and recreation for children, families and senior citizens; upgrade and renovate outdated parks; build new restrooms; construct a community, aquatic, and senior center; shall Tehachapi Valley Recreation & Park District issue \$43,000,000 of bonds at legal rates, raising on average \$2,400,000 annually as long as bonds are outstanding at a yearly rate of approximately \$0.039 per \$100 of assessed value, with NO money for salaries and all money staying local and cannot be taken by the state?"

EXHIBIT C

TAX RATE STATEMENT REGARDING PROPOSED

\$43.0 MILLION TEHACHAPI VALLEY RECREATION AND PARK DISTRICT GENERAL OBLIGATION BONDS

An election will be held in the Tehachapi Valley Recreation and Park District (the "District") on November 6, 2018, to authorize the sale of up to \$43.0 million in bonds of the District to finance facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$0.03762 per \$100 of assessed valuation (or \$37.62 per \$100,000 of assessed value).
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$0.039 per \$100 of assessed valuation (or \$39.00 per \$100,000 of assessed value). It is estimated that such rate would be levied starting in fiscal year 2019-20 and following.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$86,775,000 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds

will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

By: _____
General Manager
Tehachapi Valley Recreation and Park District

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 3rd day of July, 2018, by and between the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, hereinafter referred to as "District," and the TEHACHAPI CHAMBER OF COMMERCE, INC., hereinafter referred to as "Licensee,"

WITNESSETH:

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

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

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

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

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

2. **TERM.** The term of this license shall be from **August 17, 2018 to August 19, 2018.**

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

3. FEE. A fee shall be charged by District to Licensee for the issuance of this license.

The fee shall include a rental fee of **\$500.00** and any legal fees incurred by District, not to exceed **\$400.00**, for review of this License Agreement, insurance requirements and pertinent documents.

4. INSURANCE.

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

(1) Bodily injury, including death resulting therefrom, and property damage liability;

(2) Bodily injury including death resulting therefrom, and property damage arising out of operations performed for Licensee by independent contractors;

(3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Premises but arising out of the activities conducted under this agreement.

(4) Non-owned automobile liability for on-Premises and off-Premises activity;

(5) Coverage for all loading or unloading of vehicles on-Premises and off-Premises to the extent that said off-Premises loading is related to the activities to be conducted under this license;

(6) For bodily injury, including death resulting therefrom, and property damage for all employees, volunteers, or other persons performing services for the Licensee and to the

spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;

(7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify District as set forth in Article 5 herein;

(8) Liquor legal liability and host liquor liability;

(9) Hazard liability and completed operations hazard liability.

(B) All insurance policies of Licensee shall include the District and all of its agents, officers, directors, employees, representatives, and District volunteers as additional insured.

(C) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District.

(D) Said insurance shall be primary coverage insurance and no insurance of District shall be called upon to contribute to a loss under the limits of Licensee's insurance.

(E) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to District.

(F) Licensee shall provide District on or before **August 1, 2018** with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of this Article 4. Licensee shall further provide District on or before **August 1, 2018**, with a facsimile of said insurance policy or policies.

(G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than \$1,000,000 per occurrence covering their activities at the Mountain Festival. Policy must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide District with a certificate of insurance reflecting that the foregoing

coverage is in full force and effect and endorsements to their insurance policies naming Tehachapi Valley Recreation and Park District, its Directors, Officers, Employees and Agents as additional insured and agreeing to notify District at least 30 days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by District. District also retains the right to request a copy of any insurance policy including the declarations page and all exclusions and endorsements for review. All of the foregoing shall be subject to District's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Premises.

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

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

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

(A) Provide sufficient security personnel at the Premises and the areas immediately adjacent to the Premises throughout the term of this Agreement and to the satisfaction of the

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

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions, and provide crowd control in the manner and to the satisfaction of the District's Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of the public;

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

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

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

(F) Be responsible for and perform all repair and maintenance of all areas of the Premises impacted Licensee's activities, including without limitation the mitigation of soil compaction and irrigation, plumbing, electrical and /or structural repairs under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and completed pursuant to the requirements of Article 10 set forth hereinafter.

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

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

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

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

whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

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

10. CLEAN UP AND DAMAGES. Prior to event setup the District shall facilitate a facility walk through with Licensee representatives in effort to identify pre-existing damages and/or areas of concern. On or before **July 18, 2018**, Licensee shall deposit with District the sum of **\$1,000.00** representing a cleaning and damage deposit. If, in the sole opinion of District, Licensee fails to perform its obligations set forth hereinafter concerning clean up and repair of damages, District may, at its sole option, perform such clean up and repairs and deduct the cost thereof from the cleaning deposit. To the extent that any portion of the cleaning deposit remains after such work, the remaining amount shall be returned to Licensee.

Clean up of the Premises shall be the responsibility of Licensee and shall be completed not later than **1:00 p.m. on Monday, August 20, 2018**. In the event significant damages and/or unsatisfactory clean up efforts are identified the District Manager will facilitate a post-event walk through with Licensee representatives. Licensee shall cause to be repaired at its own expense any and all damage to the Premises which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Mountain Festival. Repairs shall be accomplished by Licensee no later than **September 6, 2018**, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by Licensee to clean up or to make such repairs required under this Section 10 in a

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

11. SAFETY. Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Premises during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others shall be expelled from the Premises and barred from reentry. It shall be the duty of Licensee to ensure that safety will be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the District's Manager or, in the Manager's absence, the highest official representative of District at the Premises is of the opinion that Licensee is not fulfilling its requirement hereunder, said Manager or other District personnel may stop any and all activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Premises.

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

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

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

15. TERMINATION. This license may be terminated by District or its Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following:

(A) The default by Licensee in the performance of any of the terms of this Agreement as determined by District's Manager in his/her sole discretion;

(B) The failure of Licensee to conduct its activities in a safe and orderly manner as determined by District's Manager in his/her sole discretion;

(C) The failure of Licensee to expel or otherwise restrict from the Premises any person or persons acting in such a way as to compromise their safety or the safety of others;

(D) The assignment of this license in whole or in part without the expressed written consent of District.

In the event District's Manager terminates this Agreement, neither District, its agents, officers, directors, or employees shall be responsible or liable to Licensee or any third party for any loss or

inconvenience resulting therefrom and Licensee shall indemnify District against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives.

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

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

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

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

20. NOTICES. All notices herein provided to be given by either party to the other shall be

deemed to have been fully given when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, and addressed as follows: to District: Michelle Vance, District Manager, Tehachapi Valley Recreation and Park District, P. O. Box 373, Tehachapi, California 93581; to Ida Perkins, President, Tehachapi Chamber of Commerce, Inc., P. O. Box 401, Tehachapi, California 93581.

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

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

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

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

24. ORGANIZATIONAL AUTHORITY. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms. Licensee shall deliver to District by **July 12, 2018**, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with District.

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

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

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

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

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

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

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

rebuttable presumption against the party who drafted same.

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

[SIGNATURES ON THE NEXT PAGE]

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

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

BY: _____
Chairperson, Board of Directors

BY: _____
Clerk of the Board of Directors

**TEHACHAPI CHAMBER OF COMMERCE,
INC., Licensee**

BY: Stephen Davis
Chairperson, Board of Directors

BY: [Signature]
Secretary, Board of Directors

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE GREATER TEHACHAPI CHAMBER OF COMMERCE**

WHEREAS, there has been presented to this meeting a form of Agreement between The Greater Tehachapi Chamber of Commerce, hereinafter referred to as "GTCC" and the Tehachapi Valley Recreation and Parks District, hereinafter referred to as "TVRPD" for the use of Central Park on August 17-19, 2018 to host the Tehachapi Mountain Festival®.

WHEREAS, this Board has reviewed such form of Agreement and such terms and finds that it is in the best interest and to the benefit of the GTCC to enter into and perform such an agreement on such terms;

NOW THEREFORE BE IT RESOLVED, that the President and the Chairperson of the Board of Directors of GTCC, and each of them, be and hereby is authorized to execute, in the name and on behalf of GTCC, and deliver a Agreement between GTCC and TVRPD, substantially in the form of the Agreement presented to this meeting.

Date: 7/3/18

Directors

Signed: Stephanie Garcia
Print Name: Stephanie Garcia

Signed: Kellie D. S.
Print Name: Kellie D. S.

Signed: Carolyn Wiles
Print Name: Carolyn Wiles

Signed: _____
Print Name: _____

Signed: Carl H. J. Behrcke
Print Name: Carl H. J. Behrcke

Signed: _____
Print Name: _____

Signed: Susan Abrego
Print Name: Susan Abrego

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

IN THE MATTER OF

**APPROVING THE 2018 CONTRACT BETWEEN TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT AND THE GREATER TEHACHAPI
CHAMBER OF COMMERCE**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 24th day of July 2018 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. 09-18

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE 2018 CONTRACT
BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND THE
GREATER TEHACHAPI CHAMBER OF COMMERCE**

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

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

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

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

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

AND BE IT FINALLY RESOLVED THAT the Board of Directors approves the 2018 contract between Tehachapi Valley Recreation and Park District and The Greater Tehachapi Chamber of Commerce.

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

IN THE MATTER OF

**AUTHORIZING THE TREASURER OF THE COUNTY OF KERN TO TRANSFER
FUNDS IN ITS CUSTODY FOR MEETING THE OBLIGATIONS INCURRED FOR
MAINTENANCE AND OPERATION OF THE DISTRICT**

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 24th day of July 2018 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. 10-18

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT
AUTHORIZING THE TREASURER OF THE COUNTY OF KERN
TO TRANSFER FUNDS IN ITS CUSTODY FOR MEETING THE
OBLIGATIONS INCURRED FOR MAINTENANCE AND
OPERATION OF THE DISTRICT**

WHEREAS, the Tehachapi Valley Recreation and Park District, hereinafter referred to as "District", is a recreation and park district duly organized and existing under Chapter 4 of Division 5 of the Public Resources Code of the State of California (Section 5780 et seq.); and

WHEREAS, the District has incurred debts for the FY 2018-2019 budget in the amount of \$450,000.00 for maintenance and operation purposes by District in the care and operation of its recreational facilities; and

WHEREAS, pursuant to Article 16, Section 6 of the California Constitution, District may authorize the treasurer for the County of Kern to transfer funds in his custody on a temporary basis in order to provide necessary funds for the District to meet its obligations for maintenance purposes and that such temporary transfer of funds shall not exceed 85% of the taxes accruing to District during the next fiscal year, to with fiscal year 2018-2019; and

WHEREAS, said temporary transfer of funds shall be replaced by district from the taxes accruing to District before any other obligations District are met from such taxes; and

WHEREAS, the Board of Directors wishes to authorize the treasurer of the County of Kern to make such temporary transfer of funds.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Tehachapi Valley Recreation and Park District hereby authorizes the treasurer for the County of Kern to transfer to District the sum of \$450,000.00 which does not exceed 85% of the taxes accruing to District for the fiscal year.

BE IT FURTHER RESOLVED that the Board of Directors for the Tehachapi Valley Recreation and Park District hereby orders the replacement of said \$450,000.00, from the taxes accruing to District before any other obligations of District are met from such taxes.

BE IT FURTHER RESOLVED that the Board of Directors of the Tehachapi Valley Recreation and Park District hereby orders that funds hereinabove authorized to be transferred shall be used for maintenance purposes of District's recreation and park facilities.