



Play Up. Live Up.

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

**REGULAR BOARD MEETING
TUESDAY, OCTOBER 16, 2012, 5:30 P.M.**

BOARD OF DIRECTORS

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

A G E N D A

1. FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

A. Approval of Minutes: Regular Board Meeting, September 18, 2012 (Pages 1- 3)

B. Approval of Financial Reports (Pages 4-9)

5. CORRESPONDENCE—None

6. INTERIM DISTRICT MANAGER REPORT (Page 10)

7. PROGRAM REPORT (Page 11)

8. FACILITY REPORT (Pages 12–14)

9. AGENDA ITEMS

A. Master Plan Update—Discussion

- (1) Existing Conditions Report park summary revision and Community Workshop II summary review meeting Thursday, October 18, 4:00 P.M.

B. Election of Officers

- (1) Vice Chairman
- (2) Secretary

C. Proposed overtime and compensatory time off policy changes—Discussion/Approval (Pages 15–16)

D. Interim District Manager Retroactive Agreement—Discussion/Approval (Pages 17–20)

10. BOARD OF DIRECTORS' TIME

11. OTHER BUSINESS

12. CLOSED SESSION

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

13. ADJOURNMENT

Next board meeting: Tuesday, November 20, 2012, 5:30 P.M.

**MINUTES OF THE REGULAR BOARD MEETING OF THE TEHACHAPI VALLEY
RECREATION AND PARKS DISTRICT
TEHACHAPI, CALIFORNIA 93561**

SEPTEMBER 18, 2012

5:30 P.M.

BOARD MEMBERS PRESENT

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

ALSO PRESENT

Debbie Williams, Interim District Manager
Greg Garrett, City of Tehachapi
Laura Lynne Wyatt
Susan Wiggans
Glenn Baumann
Representative from *The Tehachapi News*
Carrie Champlin, Secretary/Facility Supervisor

FLAG SALUTE

Director Paul Press led the flag salute.

ROLL CALL

All Present

PUBLIC COMMENTS

Linda Carhart from Main Street Tehachapi asked the Board to consider waiving the fee at the West Park Activity Center for the Starlight Ball event. Chairperson Stewart directed Interim Manager Williams to talk to Linda Carhart regarding this matter.

Pam Pousson stated that her and her husband are supportive of the pool and have helped solve some electrical challenges at the pool facility in the past. Mrs. Pousson had some constructive criticism regarding the pool facility operations and made a suggestion to close the showers during programs or have the showers monitored to reduce vandalism.

Mary Moreno from the Field Institute asked if Tehachapi Valley Recreation and Parks District would participate in putting their students to work with wages being paid with shared funding from Field and the District. Director Rush referred Field Institute opportunities to Interim Manager Williams. Interim Manager Williams stated that we did not have any projects at the moment but that the District is sensitive to opportunities to enlist Field's services.

CONSENT CALENDAR

MOTION: Cyr/Stewart approve Minutes for the August 30, 2012 Special Board Meeting. Approve Salaries and Wages, Claims, Budget of Revue and Expenditures and Financial Statement for the month of August 2012.

CORRESPONDENCE

None

INTERIM MANAGER REPORT

Williams reported that the District Manager job posting was placed in the Tehachapi News, National Recreation and Parks Association, and California Parks and Recreation Society.

Williams stated that we continue to work on everything from turning this into a profit center to the daily challenges that occur at pool and other facilities. We have moved offices. We continue to get things in professional working order. Williams thanked staff for their diligence and open mindedness during this time of change.

Williams also reported that she had met with Mrs. Morris and that she wants to bring the undeveloped Morris Park site to the forefront and get it onto the maintenance schedule and cleaned up. Chairperson Stewart requested that a board member adopt Morris Park, just as other board members have adopted and taken on other properties in the District.

Williams thanked Bob Lerude, Greg Garrett, and Chris Kirk for their continued support.

PROGRAM REPORT

Sandy Chavez reported that Fall Swim Lessons will start September 24. We are coming into our busiest time for programs. Youth Basketball is just around the corner and we are looking for coaches, scorekeepers, and referees.

Chavez reported on the fall brochures new look, and that 5000 brochures had been distributed to various schools and businesses around town.

Director Press inquired as to what the biggest expense that is incurred during Youth Basketball. Chavez stated that the jerseys were the biggest expense. Chavez also stated that the basketballs were also going to be a large expense this year. Chavez said that she is working on sponsorships for the balls to help offset the expense.

Director Press suggested acquiring sponsors for the jerseys and having volunteer scorekeepers to keep costs down.

FACILITY REPORT

Carrie Champlin reported that the tree trimming is complete at the Skate Park. Tree trimming is in progress at West Park. The wood chips from the tree trimming are being repurposed and used at several properties. Refurbishment of the pump shed at Meadowbrook Park is in progress.

Champlin also reported that there had been vandalism at several properties and that we are looking into motion sensitive lighting to combat those challenges.

Champlin thanked Greg Garrett and John Curry from the City for their assistance at the Pool Facility. Champlin also acknowledged Supervisor Zack Scrivner and Michelle Vance for introducing us to the "Friends of District 2 Illegal Dump Clean Up Program".

AGENDA ITEMS

A. MASTER PLAN UPDATE—DISCUSSION

Interim District Manager Williams reported that we had approximately forty members of our community participate in the second community workshop. The workshop was very well run and we received great feedback. We are excited to move forward with the master plan process.

Chairperson Stewart also stated that the workshop was successful and that some interesting ideas came out of the process that we had not considered before, such as a driving range and covered play areas.

B. INTERIM DISTRICT MANAGER PURCHASING LIMIT—DISCUSSION/APPROVAL

There was discussion regarding the spending limit to be approved. Director Press suggested a spending limit of \$3000.00. Director Cyr agreed with that amount.

MOTION: Press/Cyr approval of the \$3000.00 purchasing limit for the Interim District Manager. Ayes All

C. INTERIM DISTRICT MANAGER RETROACTIVE AGREEMENT—DISCUSSION/APPROVAL

Chairperson Stewart recommended that the contract between Penneyworth Recreation Associates and Tehachapi Valley Recreation and Parks District go to the Ad Hoc Committee to be reviewed and brought back to the October board meeting for discussion/approval. Chairperson Stewart also stated that Debbie Williams has incurred some expenses and time, and recommends that the board authorize payment of invoices totaling \$8,739.16.

MOTION: Press/Rush To have the Ad Hoc Committee review the contract between Pennyworth Recreation Associates and Tehachapi Valley Recreation and Parks District and bring to October 2012 board meeting for discussion/approval, authorize retroactive payment to Pennyworth Recreation Associates in the amount of \$8,739.16, and approve payment of the next two pay periods in the amount of but not to exceed \$5000.00; for a total payment in the amount of and not to exceed \$13,739.16.
Ayes All

D. PROPOSED EXPENDITURES—DISCUSSION/APPROVAL

Interim District Manager Williams stated that the cost of office furniture will most likely be within the purchasing limit for the manager. We have received a quote for approximately \$2,700.00. Williams also stated that she is looking into creative resources in order to obtain less expensive or free office furniture. Kern County Parks and Recreation Director Bob Lerude stated that he will give the District some contact information to assist in this matter. No Action Taken.

BOARD OF DIRECTOR'S TIME

Director Cyr welcomed the new board members. Director Press stated that the programs the District provides are appreciated and also stated that the parks are looking good. Director Duhart stated that he is looking forward to getting to know everyone.

ADJOURNMENT

MOTION: Rush/Press Having no further business to adjourn meeting at 6:15 P.M.
Ayes All

Respectfully submitted,

Carrie Champlin, Secretary

Tehachapi Valley Recreation and Park District
Statement of Cash Flows
July - September, 2012

	Total
OPERATING ACTIVITIES	
Net Income	-211,644.96
Adjustments to reconcile Net Income to Net Cash provided by operations:	
2000 Accounts Payable	15,415.62
2010 Cardmember Services Payable	-7,237.79
2208 Kern County Loan Payable	197,000.00
Net cash provided by operating activities	\$ -6,467.13
Net cash increase for period	\$ -6,467.13
Cash at beginning of period	498,101.55
Cash at end of period	\$491,634.42

Tehachapi Valley Recreation and Park District
Check Detail
September 2012

	Date	Type	Name	Memo/Description	Amount
1000 Cash in County Treasury					
	08/05/2012	Check	CALPERS		-504.42
	09/30/2012	Check	Clifford & Brown	Statement through 0083112 51780-1	-2,488.15
	09/30/2012	Check	Waxie Sanitary Supply	customer 26482	-1,005.94
	09/30/2012	Check	Tehachapi Pest Control	Inv 7858	-85.00
	09/30/2012	Check	Southern California Edison	2-19-543-7165	-34.29
	09/30/2012	Check	Simply Accurate	Inv 2088	-1,400.00
	09/30/2012	Check	Quill .com		-369.53
				5854249	83.96
				5612425	43.73
				5757239	139.16
				5661715	69.70
				5544392	32.98
	09/30/2012	Check	Pennyworth Recreation Assoc		-11,719.18
				20120811	2,590.00
				20120825	3,049.02
				20120908	3,100.14
				20120922	2,980.00
	09/30/2012	Check	Veronica Maducno	september 13 2012	-178.50
	09/30/2012	Check	Knorr Systems, Inc.	Inv SI 140280	-1,643.63
	09/30/2012	Check	Kern Turf Supply, Inc.	313950	-716.06
	09/30/2012	Check	Kern County Waste Management	1014496 IN 01 Tev	-15.70
	09/30/2012	Check	John Deere Credit	Gator Lease	-220.98
	09/30/2012	Check	Hub International	Aug Cert #S 96686 & 96668	-609.35
	09/30/2012	Check	The Gas Company		-689.50
				097 017 0500 7	651.15
				048 816 6600 2	18.35
	09/30/2012	Check	Department of Justice Accounting Office	927689 Background Checks	-32.00
	09/30/2012	Check	Greg Cunningham	computer repair	-221.44
				120202	171.44
				120204	50.00
	09/30/2012	Check	City of Tehachapi		-2,642.67
	09/30/2012	Check	AT&T Pasadena		-3.04
				868181211	0.93
				868082542	2.11
	09/30/2012	Check	AT&T Sacramento		-192.99
				050 895 9999 001	48.13
				861-823-1572 611 4	100.33
				861 822-1976 665 3	44.53
	09/30/2012	Check	AT&T Sacramento		-358.72
				661 822-3228 001 4	275.42
				020 440 9337 001	46.73
				661 822 6907	36.57
	09/30/2012	Check	AT&T Sacramento		-57.62
				020 440 9346 001	57.62
	09/30/2012	Check	AT&T Sacramento		-161.18
				661 822-8047 665 3	54.41
				661 823 8529 374 8	45.48
				661 822 5943 657 1	81.29
1010 Checkign BOTS Transfer Account					
	09/06/2012	Check	Bank of the Sierra		-191.65
	09/30/2012	Check	Bank of the Sierra	Service Charge	-5.00
	09/30/2012	Check	Bank of the Sierra		-5.00
1020 Checking BOTS Revolving Account					
	09/04/2012	Check	Mike Turowski	Home Depot Vandallam 9/1	-21.92
	09/13/2012	Check	Sandy Chavez	Master Plan Workshop	-165.51
	09/24/2012	Check	Tehachapi Lions Club	cancelled reservation	-75.00
	09/24/2012	Check	Melissa Bonner	Jazzerciet	-353.97
	09/27/2012	Check	CS Construction	Play Ground Repairs	-1,858.00
	09/27/2012	Check	John Deere Credit	Gator Lease	-220.98
	09/27/2012	Check	Chevron and Texaco		-1,802.04
	09/27/2012	Check	Mojave Sanitation		-1,306.52
				30213500 Brite Lake	1,079.28
				405073000 City Park	183.46
				975833800 400 South Snyder Avenue	43.80
	09/27/2012	Check	Benz Sanitation	Toilets	-625.86
				900177000 Brite Lake	164.99
				61163000 490 West D Street	55.00
				957865800 400 South Snyder Avenue	405.87
	09/27/2012	Check	Keyed Up Mobile Lock	Scout Hut rekey & fix door	-335.00
	09/27/2012	Check	Fassbender & Sons Heating & Air	swamp cooler repair	-105.00

Tehachapi Valley Recreation and Park District
Check Detail
September 2012

Date	Type	Name	Memo/Description	Amount
09/27/2012	Check	Mercury Graphics		-719.38
			inv 4211 banner Summer Fun Run	262.76
			Inv 4212 Womans Softball Tshirts and artwork	134.87
			Inv 4207 Artwork new logo brand	321.75
09/27/2012	Check	Tehachapi Cummings Water District	7/31-8/31/2012	-4.50
09/27/2012	Check	Abate-A-Weed Inc		-153.83
09/27/2012	Check	Tehachapi Lawn & Garden Equipment		-380.66
			Inv 1038	15.00
			Inv 1037	11.74
			Inv 1036	308.57
			Inv 1035	45.35
09/27/2012	Check	Knorr Systems, Inc.	filter sand replacement	-1,907.40
09/27/2012	Check	Home Depot Credit Services		-577.33
			8131943	36.63
			8563380	14.30
			7132055	191.26
			7570464	13.88
			4101499	-170.53
			111470	22.63
			132923	67.20
			6120079	21.63
			6133301	127.90
			4011950	14.02
			134074	31.96
			9012723	71.80
			9095215	-35.51
			7012935	96.03
			7112251	-1.75
			7112252	11.99
			2023332	63.89
09/27/2012	Check	Kern Brothers Trucking	Quimby-Playground Surface Refurbishment	-5,577.01
			Sand	697.13
			Sand	1,394.25
			Sand	1,394.25
			Sand	2,091.38
09/27/2012	Check	Cardmember Service	In full statement 080912-091012	-1,679.21
09/27/2012	Check	Waxie Sanitary Supply	customer 26482	-1,174.78
			Inv 73452945 081712	1,174.78
09/27/2012	Check	Quill.com	inv 28289-28290 091612	-494.78
09/27/2012	Check	Southern California Edison	2-02-348-6699 082412-090512	-446.17
09/28/2012	Check	Southern California Edison	2-17-363-9279 092312	-6,132.58
			3-00-4427-94 400 S Snyder Ave #B	573.81
			3-000-4925-12 303 E Ave D	90.67
			3-003-5621-15 490 W D St	308.19
			3-003-5622-34 22901 Banducci Rd #B	873.47
			3-003-6570-56 490 W D St	28.52
			3-003-6930-92 22901 Banducci Rd A	681.74
			3-003-6986-93 410 w d st	974.93
			3-003-7000-15 Westwood	26.35
			3-026-6361-31 22901 Banducci Rd	175.70
			3-033-5095-37 Westwood	1,989.61
			3-035-8450-78 490 W D Street	351.37
			3-003-4919-02 N End Elm St All Nite	9.70
			3-032-7296-30 21750 Westwood Blve A	48.52

Tehachapi Valley Recreation and Park District
Budget vs. Actuals: Budget - FY13 P&L
 July - September, 2012

	Total		
	Actual	Budget	Remaining
Income			
4010 Property Taxes	32,803.52	537,235.00	504,431.48
4020 Interest Income	910.81	4,000.00	3,089.19
4050 Facility Revenue	43,461.11	105,680.00	62,218.89
4070 Pool			
4071 Swim Programs		60,610.00	60,610.00
40701 Summer Swim Lessons	9,431.00		-9,431.00
40702 Fall Swim Lessons	2,647.00		-2,647.00
40703 Recreation Swim	8,499.27		-8,499.27
40704 Adult Recreation Swim	650.00		-650.00
40705 Lap Swim	2,534.00		-2,534.00
40706 Barracuda Swim Team	807.50		-807.50
40709 Away Swim Meets	2,854.00		-2,854.00
40710 Home Swim Meets	2,406.00		-2,406.00
Total 4071 Swim Programs	29,828.77	60,610.00	30,781.23
40715 Pool Rental	2,030.00		-2,030.00
Total 4070 Pool	31,858.77	60,610.00	28,751.23
4110 Misc. Other-Income	1,618.29	40,000.00	38,381.71
4180 Adult Sports Revenue	13,434.42	13,560.00	125.58
4200 Contracted Classes	244.00	39,700.00	39,456.00
4210 Events	5,315.00	21,200.00	15,885.00
4211 Grant Income		100,000.00	100,000.00
4215 Youth Sports	18,541.00	69,350.00	50,809.00
Total Income	\$148,186.92	\$991,335.00	\$843,148.08
Cost of Goods Sold			
5002 Adult Sports Cost		1,548.00	1,548.00
5004 Contracted Classes Costs	621.42	0.00	-621.42
5006 Events Costs	1,201.46	12,464.00	11,262.54
5008 Swim Program Costs	2,756.00	6,190.00	3,434.00
5009 Youth Sports Costs		40,700.00	40,700.00
Total Cost of Goods Sold	\$4,578.88	\$60,902.00	\$56,323.12
Gross Profit	\$143,608.04	\$930,433.00	\$786,824.96
Expenses			
6022 Bank Service Charges	75.00		-75.00
6032 Credit Cards Fees	645.70	2,000.00	1,354.30
6035 Cash Short/Over	-200.57		200.57
6038 Conf/Training/Meetings	448.00	3,500.00	3,052.00
6050 Facility Supervisor	11,719.16	20,000.00	8,280.84
6100 Insurance-Liability	9,774.69	18,000.00	8,225.31
6200 Master Plan Expenses	11,634.01		-11,634.01
6205 Membership		2,200.00	2,200.00
6300 Office Expense	4,173.22	5,000.00	826.78
6404 Professional. & Special Services	6,091.80	22,000.00	15,908.20

	Total		
	Actual	Budget	Remaining
6407 Programs & Services	10,163.08	115,500.00	105,336.92
6409 Publications & Legal		1,000.00	1,000.00
6561 Payroll Voucher Service	1,480.22	5,500.00	4,019.78
6562 Property Tax Collection Fee		7,500.00	7,500.00
6570 Maintenance			
6571 Chemical	3,053.54	9,200.00	6,146.46
6572 Janitorial Supplies	3,766.93	7,000.00	3,233.07
6573 Maintenance-Equipment	3,473.91	5,000.00	1,526.09
6574 Maintenance Materials	22,733.98	47,600.00	24,866.02
6575 Small Tools	386.65		-386.65
6576 Landscaping	1,545.67		-1,545.67
6577 Building Maintenance	2,135.14	2,400.00	264.86
6578 Fuel	3,506.27	16,000.00	12,493.73
6579 Vehicle Maint	895.49	2,000.00	1,104.51
Total 6570 Maintenance	41,497.58	89,200.00	47,702.42
6800 Rents & Leases	552.45	1,000.00	447.55
7012 Security	381.88		-381.88
7015 Special Dept. Expense	923.00	11,000.00	10,077.00
7190 Telephone	2,808.22	7,800.00	4,991.78
7200 Utilities		59,176.00	59,176.00
7201 Electric Service	18,956.81		-18,956.81
7202 Gas Service	2,270.15		-2,270.15
7205 Sanitation Services	5,165.83		-5,165.83
7209 Water Service	8,027.47	15,824.00	7,796.53
Total 7200 Utilities	34,420.26	75,000.00	40,579.74
7500 Wages & Benefits			
7501 Salaries & Wages			
7502 Administrative Wages	55,115.15	157,648.00	102,532.85
7509 Maintenance Wages	74,098.20	108,034.00	33,935.80
Total 7501 Salaries & Wages	129,213.35	265,682.00	136,468.65
7510 Benefits		154,471.00	154,471.00
7511 FICA	9,609.50		-9,609.50
7512 EPS & Dental	533.52		-533.52
7513 Unemployment Insurance	3,266.46		-3,266.46
7514 Employee Retirement-PERS	2,760.73		-2,760.73
7516 Employee Group Insurance (Med.)	13,642.20		-13,642.20
7517 Employee Grp. Ins. (Vision)	282.53		-282.53
Total 7510 Benefits	30,094.94	154,471.00	124,376.06
Total 7500 Wages & Benefits	159,308.29	420,153.00	260,844.71
Total Expenses	\$295,895.99	\$806,353.00	\$510,457.01
Net Operating Income	\$ -152,287.95	\$124,080.00	\$276,367.95
Other Expenses			
8501 Capital Asset Purchases		10,000.00	10,000.00
8502 Capital Improvements		10,000.00	10,000.00
8505 QUIMBY Expense	59,357.01		-59,357.01
8600 Waterway Grant Expense		100,000.00	100,000.00

	Total		
	Actual	Budget	Remaining
Total Other Expenses	\$59,357.01	\$120,000.00	\$60,642.99
Net Other Income	\$ -59,357.01	\$ -120,000.00	\$ -60,642.99
Net Income	\$ -211,644.96	\$4,080.00	\$215,724.96



Play Up. Live Up.

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

Special Board Meeting
October 16, 2012; 5:30 P.M.

Interim District Manager Report

1. Administration
 - a. Audit
 - b. All board members sign up on Web site for email blasts
2. Miscellaneous
 - a. District Manager Hire
 - i. Job posting ended.
 - b. Evaluating partnership with FIELD program
3. In Progress
 - a. Administrative organization
 - b. Investigate Workmen's Comp/Liability insurance costs
 - c. Medical benefits review/renewal
 - d. PERS contract review
 - e. Investigating the potential of TVRPD meeting space as a profit center
 - f. Public identity during events
 - g. Annual marketing production schedule
4. Ongoing
 - a. Review/Update current independent contractor contracts
 - b. Review liability waiver language/use
 - c. Update office and professional documents:
 - d. Policy & Procedure/ Personnel Manual revision
 - e. Employee handbook
 - f. Board of Director Orientation/related materials
 - g. Fingerprinting
 - h. RecTrac: Investigate upgrade pros/cons
 - i. Create maintenance log for vehicles
 - j. Meadowbrook Dog Park Signage
 - k. Morris Park signage/short-term visual improvement
 - l. Little League contract review
 - m. Field-to-office communication
 - n. Web site (redesign, better marketing tool, email blast list)
 - o. Key organization/sign out
 - p. New identity Style Guide
 - q. Professional photography stock
 - r. Foundation?



Play Up. Live Up.

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

Board Meeting
October 16, 2012

Program Report

1. Events

- a. Fall business conference attended by Debbie Williams and Carrie Champlin to promote fall TVRPD programs
- b. Tehachapi Hospital Health Fair, attended by Melissa Bonner and Kathy Armendariz to promote TVRPD exercising program
- c. October 20: 5K & 10K Pumpkin Run. Participants expected: 40 to 60 runners

2. Programs

- a. Instructional Basketball/ 4 & 5 year olds; & 6 & 7 year olds. Total of twenty kids, with four volunteers
- b. Co-ed softball, total of seven teams
- c. November 5-9: skills evaluation for TVRPD competitive youth basketball

3. Marketing

- a. Basketball sponsorship in progress (see attached).
- b. Purchased promotional banner for Martial Arts program. Shared \$254.44 cost with instructor (70/30 split)

4. Budget

- a. Unexpected expenses
 - i. Home plate for Meadowbrook Park (\$100.44)



Play Up. Live Up.

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

Board Meeting
October 16, 2012, 5:30 P.M.

Facility Report

1. Central Park
 - a. Wood chip installation along the neighborhood fence line.
 - b. Wood chip installation in front and side of Scout Hall.
 - c. Four valves have been replaced.
 - d. Forthcoming maintenance:
 - i. Replace vandalized slide at tot play equipment; Replacement cost of \$647.97.
 - ii. Painting of the restroom facility;
 - iii. Trash can replacement;
 - iv. Restriping of parking lot.

2. West Park/West Park Activity Center
 - a. West Park tree trimming complete;
 - b. Large hornet nest removed from tree;
 - c. Maintenance yard clean-up in progress.
 - d. Forthcoming maintenance:
 - i. Rose garden in front of office; order dedication bench
 - ii. Bridge refurbishment;
 - iii. Privacy slats for maintenance yard as well as neighborhood fence by office yard.
 - iv. Restriping of parking lot.

3. Ollie Mountain Skate Park
 - a. Storage Shed moved from skate park to maintenance yard.

4. Brite Lake
 - a. General Maintenance – repair of electrical outlets, valve covers and shower drains.
 - b. Disposal of waste cement in progress.
 - c. Forthcoming maintenance:
 - i. Cost estimate for building picnic tables: repurposing the used picnic table frames;
 - ii. Upcoming Eagle Scout projects include deep-pit BBQ and serving area refurbishment;

iii. Restriping of parking lot.

5. Meadowbrook/Meadowbrook Dog Park

- a. Pump shed refurbishment complete;
- b. Tree vandalized – Chriso Lee evaluated the damage and reported that it would survive;
- c. Tree trimming by maintenance staff in progress;
- d. Two BBQ's removed;
- e. One picnic table added and one picnic table moved;
- f. Forthcoming maintenance:
 - i. Installation of two doggie water stations as well as cement pads and leach line;
 - ii. Restriping of parking lot.

6. Dye Natatorium

- a. David Coopriider attended a two day Aquatic Facility Operations certification training on Oct. 1st and 2nd, 2012.
- b. Replacement of the sand in the pool filter is complete, final cost report (see attachment A);
- c. Tree trimming estimate for pool yard;
- d. Wood chip installation at the front of facility;
- e. Forthcoming maintenance:
 - i. Replacement of outlet pressure gauge.

Attachment A

Pool Filter Sand Replacement- Final Cost Report

EKO3 Filter System #30 Silica Removal and Replacement,
Manway Gasket and Seal Cover, and System Start/Chemical Evaluation =
\$1,907.40

Rolloff Service and Disposal = \$449.67

Total = \$2,357.07



Play Up. Live Up.

TVRPD Board Meeting
490 West D Street
Tehachapi, CA 93561

Board Meeting
October 16, 2012, 5:30 P.M.

Agenda Item: Proposed Overtime/Compensatory Time Policy Change

Proposed Amended Policy

TO REPLACE: Rule XI, Sec. 1. OVERTIME PAY *and* Rule XI, Sec. 2. COMPENSATORY TIME

It will be the policy of the District that overtime work will normally be unnecessary and that the regular shift assigned will normally be sufficient time to complete assigned duties.

However, occasionally, employees may be required to work overtime as necessary to meet deadlines or emergencies. The following regulations will apply in regard to overtime:

- All overtime work must be previously authorized by the supervisor except in extreme emergencies. Failure to obtain supervisor authorization may be cause for disciplinary action.
- Overtime will be assigned to the employee most qualified to complete the job. If there exists more than one qualified employee, overtime will be distributed equitably.

The District provides compensation for all overtime hours worked by non-exempt employees, employees that by the nature of their work are not designated as exempt and who are subject to the overtime provisions of the Fair Labor Standards Act in accordance with federal law as follows:

- All hours worked in excess of 40 hours in a workweek by non-exempt employees will be treated as overtime. The official workweek of the Tehachapi Valley Recreation and Parks District is 12:00 A.M. Saturday through 11:59 P.M. Friday.
- Only actual hours worked in a given workweek will apply in calculating overtime. This includes all the time an employee is required to be on duty or on the District premises or at a prescribed workplace. Sick, vacation, and part-time leave are not hours worked, therefore, do not apply in calculating overtime.
- Overtime will occur in one-quarter hour increments.
- Compensation for overtime will be paid at a rate one and one-half (1½) times the employee's regular rate of pay.
- Exempt employees are not covered by the overtime provisions and do not receive overtime pay. Exempt employees may have to work hours beyond their normal schedules as work demands require.

All overtime will be paid by the next regularly scheduled payday following the pay period in which it was worked, unless employee and supervisor agree OT will be taken as comp time; the supervisor will make record of agreement.

Actual time worked should be recorded and in the comments section of work record notes as "CTE" (Comp Time Earned). Also, a note should be recorded on the time sheet as an agreement between both supervisor and employee that the employee will be taking comp time instead of monetary payment.

Compensatory time off is calculated at the rate of one and one-half times (1½) the hours worked in excess of 40 hours during a workweek.

Compensatory time off may accrue to a maximum of 40 actual hours worked. Once employees have accrued 40 actual hours toward compensatory time, they must be paid overtime for time worked over 40 hours per week.

Employees who have accrued compensatory time must be granted compensatory time off rather than personal leave when leave is requested. However, if employee is absent from work more than one day due to illness, the employee may choose to use either sick leave or compensatory time off.

Compensatory time may not be carried into a new fiscal year; compensatory time not used by June 30 will be paid out at a rate of compensation 1½ times the current pay rate received by employee on the final fiscal year paycheck.

Upon separation from TVRPD, employee must be paid for all accrued compensatory time at a rate of compensation 1½ the final regular rate received by employee.



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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between Tehachapi Valley Recreation and Parks District, a California special district ("TVRPD"), and the party whose legal name and status are described in the signature block below ("Contractor").

The parties agree as follows:

1. Scope of Services. Contractor agrees to provide to TVRPD the services described in Attachment A, which is attached hereto and incorporated by reference into this Agreement. Contractor shall provide the services at the location(s) and times(s) stated in Attachment A (the "Services"). Contractor shall provide any associated materials and/ or equipment described in Attachment A.

2. Compensation: In consideration for the services provided pursuant to this Agreement, TVRPD shall pay contractor hourly fees at the rate of Forty Dollars and No Cents (\$40.00) per hour; provided, however, Contractor's compensation during any month shall not exceed Six Thousand Dollars and No Cents (\$6,000.00).

Subject to the limitation set forth in Attachment "A," TVRPD shall reimburse Contractor for reasonable business costs and expenses incurred by Contractor on behalf of TVRPD. Contractor shall be reimbursed Fifty-Five Cents (\$0.55) per mile for use of personal vehicle within the scope of services as defined above and reported on the TVRPD Mileage and Expense Reimbursement form. Notwithstanding the foregoing, Contractor shall use best efforts to reserve and use a vehicle owned by TVRPD for any trip on behalf of TVRPD outside of the Tehachapi City Limits. TVRPD shall be responsible for providing liability insurance on any TVRPD vehicle used by Contractor pursuant to this Agreement.

TVRPD shall pay Contractor Compensation and reimbursable expenses within fifteen (15) days of receipt of Contractor's bi-weekly invoices and reports for same.

3. Term; Termination. The term of this Agreement shall begin effective July 31, 2012, and shall end on October 31, 2012 (the "Expiration Date"). The Expiration Date shall be automatically extended for successive periods of one (1) month each until a party delivers to the other party thirty (30) days' prior written notice of the party's election to terminate this Agreement.

TVRPD may, in its sole and absolute discretion, terminate this Agreement upon twenty-four (24) hour written notice if Contractor commits any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude that would prevent Contractor's effective provision of the Services.

4. Status of Contractor. In performing the services specified in this Agreement, contractor shall act as an independent contractor and shall have control of the manner in which the work is performed. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits TVRPD provides for its employees. Any employees or assistants retained by Contractor (i.e. hired as an employee of Contractor and not as an employee of TVRPD) shall be the responsibility of Contractor and not of TVRPD. Contractor shall determine the means and methods for carrying out the work to achieve the result required by TVRPD.

Contractor shall not enter into any agreements or contracts, whether oral or written, express or implied, or otherwise incur any indebtedness on behalf of TVRPD without the prior approval of the Board. Contractor shall be responsible to both withhold and pay any and all taxes, including, but not limited to, self-employment taxes, and Federal and state income taxes, SDI and FICA, for its employees and independent contractors, if any.

5. Additional Provisions.

Hold Harmless. Contractor agrees to defend, hold harmless and indemnify TVRPD (and TVRPD's officers, employees, board of directors, agents successors and assigns) against all claims, suits, expenses, (including reasonable attorney's fees), losses penalties fines, costs and liability for any personal injury or property damage caused by the Contractor in connection with the performance of this Agreement.

Insurance. During the term of this Agreement, Contractor agrees to obtain and maintain in effect comprehensive general liability insurance in an amount not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence with no per person sub-limit, and Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate. Contractor's insurance shall be primary with respect to any loss or liability arising directly or indirectly from the Contractor's provision of the Services. Contractor shall provide a certificate of liability and endorsement naming TVRPD as additional insured and evidencing the above coverages. Failure to maintain such insurance coverage will automatically suspend all of Contractors rights hereunder.

Notices. Any notice required or desired to be given under this Agreement shall be in writing and any written notice or other document shall be deemed to have been duly given on the date of personal service on the party or on the second business day after mailing if the document is deposited in the United States Mail, by registered or certified, postage prepaid, return receipt requested, to the address listed on this Agreement or most recent address specified by the receiving party. Failure to conform to the requirement that mailings be sent by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

Compliance with Law. In the course of performing this agreement, Contractor shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.

Licenses and Permits. Contractor represents that Contractor or Contractor's employees who render services under this Agreement, are fully qualified and competent to provide the services called for under the Agreement. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at Contractor's expense unless specifies otherwise in the Agreement.

Contractor's Records. Contractor agrees to maintain and make available to TVRPD accurate books and records relative to all its activities under this agreement.

Non-Solicitation. During the Term and any extension thereof, and continuing for one (1) year after the termination of this Agreement, contractor shall not:

- a. solicit or attempt to solicit any business or trade from TVRPD's actual or prospective customers or clients; or,
- b. solicit or attempt to solicit any employee or independent contractor of TVRPD, encourage any employee of TVRPD to terminate his or her employment with TVRPD, or encourage any independent contract to terminate its contract with TVRPD.

No Assignment. Neither party shall assign or otherwise transfer this Agreement or any right or interest herein without the prior written consent of the other party, which consent as exercised in the party's sole and absolute discretion.

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

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

Partial Invalidity. If any clause, paragraph, phrase, provision, section or sentence of this Agreement shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining clauses, sections, phrases and sentences of this Agreement shall not be affected thereby and the parties shall negotiate an equitable adjustment of the affected provision with a view toward effecting the purpose of this Agreement.

Time of the Essence. Time is of the essence under this Agreement.

DEBBIE WILLIAMS, an individual doing business
as PENNYWORTH RECREATION ASSOCIATES
("Contractor")

Address: P.O. Box 2661, Tehachapi, CA 93581

Phone: 661-972-4143

Date: _____

Soc. Sec No (for EDD Reporting Purposes Only): 186-46-4009

TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT
("TVRPD")

By: _____

GAYLE STEWART

Its: Chairperson of the Board

Address: P.O. Box 373, Tehachapi, CA 93581

Phone: (661) 822-3228

Date: _____

ATTACHMENT A TO PROFESSIONAL SERVICES AGREEMENT SCOPE OF SERVICES CONTRACTOR

Date(s) or day(s) services will be performed:

July 31, 2012 through October 31, 2012

Location(s) where services will be performed:

490 West D Street
Tehachapi, CA 93561

Description of services to be provided by Contractor and other obligations of Contractor:

Perform services as the interim district manager reporting to the designated chairperson of the Tehachapi Valley Recreation and Parks District. Such services may/will include preparing reports for the district board; giving direction and supervision to district staff; preparation and monitoring of district budgets; and any ancillary services that would be required of a district manager to properly operate the parks, facilities, and events that are the responsibility of the district. Each Monday during the term of this Agreement, or, if a Monday falls on a legal holiday, then on the immediately following Tuesday, Contractor shall provide the chairperson of the board with a written or verbal report, by email, telephone or in person, of Contractor's activities during the immediately preceding week.

Contractor shall obtain prior written consent from TVRPD's Board of Directors (the "Board") for any expenses exceeding Three Thousand and No Cents (\$3,000.00).

INSURANCE Required: Yes X
KERN COUNTY HEALTH PERMIT Required: Yes No X
SALES PERMIT Required: Yes No X