



BOARD OF DIRECTORS REGULAR MEETING AGENDA

- Kelly Gregg President*
- James Roberts III Vice President*
- Jose Gonzalez Director*
- Shawna Irish Director*
- Roman Aguilar III Director*

Kyle Woolley General Manager

HESPERIA RECREATION AND PARK DISTRICT

Wednesday, June 14, 2023 - 6:00 P.M.

Lime Street Park Community Center

16292 Lime Street, Hesperia, CA 92345

AGENDA

CALL TO ORDER

- a. Roll Call
- b. Approval of Agenda

FLAG SALUTE

PROCLAMATIONS AND PRESENTATIONS

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

Welcome to this Board of Directors Meeting. The Board encourages public participation. If you desire to address the Board on any District related matter or item on the Agenda, you are asked to please fill out one of the speaker forms in the back of the meeting room and turn it in to the General Manager. When called upon, please come forward, and state your name and address (if you wish) before addressing the Board. Please limit your comments to five minutes per speaker.

Please note that if you address the Board on items NOT on the Agenda, the Brown Act does not allow discussion of such items. Therefore, the Board may only do the following: refer the matter to staff, ask for additional information, request a report back, or give a very limited factual response.

CONSENT ITEMS

The following items are expected to be routine and non-controversial, and will be acted upon by the Board at one time without discussion, unless a Board member requests that an item be removed from the consent agenda and held for discussion.

- A. Approve of Minutes of Special Meeting, May 10, 2023
- B. Approval of Minutes of Regular Meeting, May 10, 2023
- C. Approval of Minutes of Special Meeting, May 11, 2023

D. Approval of Minutes of Special Meeting, May 24, 2023

PULLED CONSENT ITEMS

DISCUSSION/ACTION ITEMS

E. **PUBLIC HEARING** - Regarding Adopting Findings and Authorizing the Hesperia Recreation and Park District to Execute an Energy Services Contract

Approval of Resolution No. 23-06-01, A Resolution of the Board of Directors of the Hesperia Recreation and Park District Adopting Required Findings to Execute an Energy Services Contract

F. **PUBLIC HEARING** - Regarding Ordering the Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1, for Fiscal Year 2023/2024

Approval of Resolution No. 23-06-02, a Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Amending or Approving the Engineer's Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1, for Fiscal Year 2023/2024

G. **PUBLIC HEARING** - Regarding Ordering the Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024

Approval of Resolution No. 23-06-03, a Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Amending or Approving the Engineer's Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024

H. Approval of Resolution No. 23-06-04, a Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Adopting the GANN Appropriations Limit for Fiscal Year 2023-2024

I. Approval of Master Fee Schedule

J. Review and Approval of Fiscal Year 2023/2024 HARD Foundation Budget

K. Review and Approval of Fiscal Year 2023/2024 Draft Budget

L. Approval of Resolution No. 23-06-05, a Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Declaring July as Parks Make Life Better!® Month

M. Approval of Proposed Agreement With Data Ticket

- N. Future of Splash Pad Equipment
- O. Skate Park Location
- P. Park Ranger Presence at District Meetings

CORRESPONDENCE/WRITTEN COMMUNICATION

GENERAL MANAGER/STAFF REPORTS - The General Manager will report on the following topics, report on committees, or other activities.

- a. Recreation Programs
- b. Lake
- c. Parks Division
- d. Park Ranger
- e. Marketing
- f. General Manager

BOARD MEMBER REPORTS

Standing Committees:

- Recreation Foundation – Gonzalez/Roberts
- Tri-Agency – Aguilar/Irish
- Safety, Security, and Maintenance – Roberts/Aguilar
- Personnel – Irish/Gregg (no meeting held)
- Finance – Gregg/Irish (no meeting held)
- Development – Roberts/Gregg

Ad Hoc Committee:

- Event – Irish/Aguilar

BOARD MEMBER COMMENTS

CLOSED SESSION ITEMS

- Q. CLOSED SESSION pursuant to Govt. Code Section 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: General Manager
- R. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Govt. Code Section 54957.6
Agency Designated Representatives: District Board
Negotiating with: Unrepresented General Manager

REPORT FROM CLOSED SESSION, IF ANY

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for July 12, 2023, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

It is the intent of the Hesperia Recreation and Park District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Hesperia Recreation and Park District will attempt to accommodate you in every reasonable manner. Please contact the District Office at (760) 244-5488, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Board Meeting documents can be reviewed by the public at the District Office, 16292 Lime Street, Hesperia, CA - Monday through Friday, 8:30 a.m. to 5:00 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: June 6, 2023

PHONE: (760) 244-5488

FROM: *Kg* KARABETH GARCIA, EXECUTIVE DISTRICT CLERK
Hesperia Recreation and Park District

TO: BOARD OF DIRECTORS
Hesperia Recreation and Park District

SUBJECT: EXPANDED AGENDA INFORMATION FOR REGULAR BOARD
MEETING 6/14/2023

DISCUSSION/ACTION ITEMS

E. PUBLIC HEARING - Regarding Adopting Findings and Authorizing the Hesperia Recreation and Park District to Execute an Energy Services Contract

Approval of Resolution No. 23-06-01, A Resolution of the Board of Directors of the Hesperia Recreation and Park District Adopting Required Findings to Execute an Energy Services Contract

Background: At the May 30, 2023, Development Committee meeting, SitelogIQ presented Phase One of the proposed upgrades and projects to increase energy efficiency at various District facilities and parks. SitelogIQ will share the proposal with the full Board, which includes upgrades to existing infrastructure and the building of additional amenities such as solar shade structures and electric vehicle charging stations which create additional revenue for the District.

In your tab is a resolution to adopt the required findings to execute the Energy Services Contract, and to authorize the General Manager to move forward with the implementation of energy-related improvements.

Recommendation: Open Public Hearing, receive presentation from SitelogIQ and staff reports, receive public comment, District Board makes comments, close Public Hearing, and approve Resolution No. 23-06-01.

Reference Materials Included In Tab: YES NO

1. Resolution No. 23-06-01
2. Energy Services Contract

F. PUBLIC HEARING - Regarding Ordering the Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1, for Fiscal Year 2023/2024

Approval of Resolution No. 23-06-02, a Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Amending or Approving the Engineer's Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1, for Fiscal Year 2023/2024

Background: We have advertised a Public Hearing on Landscape and Lighting Assessment District No. 1 for this month. We will take public testimony as required by law.

The actions in Resolution No. 23-06-02 are done as required as part of the Landscaping and Lighting Act of 1972 which requires the District to adopt its Resolution Declaring Intent for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1 for Fiscal Year 2023/2024. This is an annual routine resolution.

Recommendation: Open Public Hearing, take public testimony, close Public Hearing, and approve Resolution No. 23-06-02.

Reference Materials Included In Tab: YES NO

1. Resolution No. 23-06-02

G. PUBLIC HEARING - Regarding Ordering the Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024

Approval of Resolution No. 23-06-03, a Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Amending or Approving the Engineer's Report and Ordering the Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024

Background: We have advertised a Public Hearing on Landscape and Lighting Assessment District No. 2, Including All Zones, for this month. We will take public testimony as required by law.

These actions are done as required as a part of the Landscaping and Lighting Act of 1972 which requires the District to adopt its Resolution Declaring Intent for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024. This is an annual routine resolution.

Recommendation: Open Public Hearing, take public testimony, close Public Hearing, and approve Resolution No. 23-06-03.

Reference Materials Included In Tab: YES NO

1. Resolution No. 23-06-03

H. Approval of Resolution No. 23-06-04, a Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Adopting the GANN Appropriations Limit for Fiscal Year 2023-2024

Background: Article XIII B of California State Constitution was approved by California voters in November 1979, and modified by Proposition 111 in 1990. (See also Govt. Code Section 7900 et seq). Article XIII B is more commonly referred to as Proposition 4 or the GANN Limit. It places limits on the amount of proceeds of taxes that state and local governmental agencies can receive and spend each year. For purposes of determining “proceeds of taxes” there are a variety of exceptions and definitions.

Since the base fiscal year of 1978-79, when the appropriations limit was set based upon tax revenues received at that point in time (generally the property tax share), a special district has been required to review the appropriations limit as part of its annual audit and set the limit for the following year. Many entities do this at the time of adoption of their budget.

In general, after review of the limit, it is increased annually using two required factors: 1) the change in the cost of living; and 2) the change in population. Between 1980-81 through 1990-91, the factors were: 1) the lesser of the change in the US Consumer Price Index (CPI) or the change in California Per Capita Personal Income; and 2) the change in population of the entity. After Proposition 111, a special district may determine each factor in several different ways and must indicate the method used for such adjustment.

Attached is a review of the District’s appropriations limit. As required by Govt. Code Section 7910, 15 calendar days before the meeting establishing the appropriations limit, the District must make available to the public, the calculation used to determine the appropriations limit. Therefore, this staff report and the attached calculations have been placed on file at the District office for public review and notice of that posted on the District website.

The District has used the change in California Per Capita Personal Income to compute the change in the cost of living and the percentage change in population in the City of Hesperia in which the District is located to compute the change in population.

In addition, each year the District Board must establish its appropriations limit by resolution and include that limit in its annual budget. The total annual appropriations subject to

limitation of the District shall not exceed the appropriations limit of the District for the prior year adjusted for the change in the cost of living and the change in population.

The District's appropriations limit for the 2023/2024 FY is \$5,881,438. The calculations are in Exhibit A of Resolution No. 23-06-04.

Recommendation: Approve Resolution No. 23-06-04.

Reference Materials Included In Tab: YES NO

1. Resolution No. 23-06-04
2. Exhibit A
3. Exhibit B

I. Approval of Master Fee Schedule

Background: Staff has worked to combine District-wide fee schedules into a single, understandable, and easy-to-reference document. In addition, with detailed revenue tracking being implemented with the new finance software, we will be able to more easily analyze adjustments needed moving forward.

Staff has taken direction and suggestions from the Finance Committee and the proposed Master Fee Schedule for Fiscal Year 2023/2024 is in your tab for review and approval.

Recommendation: Approve the Master Fee Schedule for Fiscal Year 2023/2024.

Reference Materials Included In Tab: YES NO

1. Master Fee Schedule

J. Review and Approval of Fiscal Year 2023/2024 HARD Foundation Budget

Background: The HARD Foundation Budget is before you. The Foundation's Budget is similar to program and planning budgeting. As revenue is taken in, programs are funded. Expenditures and revenues are estimated based on projections and not guaranteed.

Recommendation: Approve Fiscal Year 2023/2024 HARD Foundation Budget.

Reference Materials Included In Tab: YES NO

1. 2023/2024 HARD Foundation Budget

K. Review and Approval of Fiscal Year 2023/2024 Draft Budget

Background: The Fiscal Year 2023/2024 Draft Budget is before you. Staff will be available to answer questions.

Recommendation: Approve Fiscal Year 2023/2024 Draft Budget.

Reference Materials Included In Tab: YES NO

1. Fiscal Year 2023/2024 Draft Budget

L. Approval of Resolution No. 23-06-05, a Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Declaring July as Parks Make Life Better!® Month

Background: The Resolution will declare the Board’s recognition of the importance of the services our agency provides to our community like access to local parks, trails, open space, and facilities for the health and development of our residents and park users. The State of California passes an annual measure declaring July as “Parks Make Life Better!®” Month in California, and July is Parks and Recreation month nationally.

Recommendation: Approve Resolution No. 23-06-05

Reference Materials Included In Tab: YES NO

1. Resolution No. 23-06-05

M. Approval of Proposed Agreement With Data Ticket

Background: Data Ticket, Inc. has been serving the Hesperia Recreation and Park District Park Ranger Program (HRPD) in parking citation processing, collection, and other related services.

SUMMARY

The HRPD Park Rangers are requesting an additional citation book printed to include applicable HRPD parking code and California Vehicle Code (CVC) violations.

PREPARATION

Aside from requesting approval from the HRPD Board of Directors for the amended Scope of Services and Performance Agreement between HRPD and Data Ticket, Inc., staff will conduct a survey of all HRPD facilities to ensure the restricted parking areas, including, but not limited to handicapped parking, fire zones, time limited parking, and other

applicable restricted parking zones signs, erected and painted, meet current standards as prescribed by law.

This is mandatory and prudent for the Park Rangers to complete in the event an alleged violator challenges the citation.

Staff has already requested additional funding for parking signs and painting of restricted parking areas in the new fiscal year budget.

REIMBURSEMENT

From receiving the payments from the citations issued, HRPD will be reimbursed for the cost of man-hours required to conduct the survey, citation processing, citation collection, and erecting and painting of signs in restricted parking stalls/area that will meet current standards as prescribed by law.

Fiscal Impact: Additional \$2,500 per year service fee.

Recommendation: Approve proposed agreement with Data Ticket.

Reference Materials Included In Tab: **YES** **NO**

- 1. Data Ticket Proposal
- 2. Citation Fee Schedule
- 3. Citation Sample

N. Future of Splash Pad Equipment

Background: Staff is looking for direction on location for the current splash pad installation. The District will need to get new plans drafted and approved for the future site. The District has been looking into solutions to install the splash pad equipment as quickly as possible.

Recommendation: Move forward with the most expedient site location at the discretion of the General Manager.

Reference Materials Included In Tab: **YES** **NO**

O. Skate Park Location

Background: This item was placed on the Agenda at the request of the Development Committee. Staff will defer introduction of this item to the Committee.

Recommendation: Consensus of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. Palm Street Skate Park Concepts
2. KYA Services Palm Street Park Skate Park Proposal
3. Spohn Ranch Skate Park Samples
4. Spohn Ranch Firm Overview

P. Park Ranger Presence at District Meetings

Background: This item was placed on the Agenda at the request of the Safety, Security, and Maintenance Committee. Staff will defer introduction of this item to the Committee.

Recommendation: Consensus of the Board.

Reference Materials Included In Tab: YES NO

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
Wednesday, May 10, 2023**

MINUTES

CALL TO ORDER

The Hesperia Recreation and Park District Board of Directors Special Meeting was called to order by President Gregg at 5:15 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

ROLL CALL

ATTENDANCE

BOARD PRESENT:	Irish, Roberts, Gregg, Aguilar Gonzalez (arrived at 5:42)
BOARD ABSENT:	None
STAFF PRESENT:	Woolley, Garcia, Hauser, Chavez
OTHER:	Cindy Prothro, Consultant

FLAG SALUTE

The Flag Salute was led by President Gregg.

PROCLAMATIONS AND PRESENTATIONS

None.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None.

CONSENT ITEMS

None.

DISCUSSION/ACTION ITEMS

A. 2023/2024 Fiscal Year Budget Review

MOTION: No motion was made.

B. Board Compensation Policy

MOTION: No motion was made.

C. Quarterly Budget Review Planning

MOTION: No motion was made.

CLOSED SESSION ITEMS

None.

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for Wednesday, May 10, 2023, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

The meeting was adjourned by declaration by President Gregg at 6:06 p.m.

Respectfully submitted,

Kyle Woolley
General Manager

Karabeth Garcia
Board Secretary/Clerk of the Board

DRAFT

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
May 10, 2023**

MINUTES

CALL TO ORDER

The Hesperia Recreation and Park District Board of Directors Regular Meeting was called to order by President Gregg at 6:13 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

ROLL CALL

ATTENDANCE

BOARD PRESENT:	Gonzalez, Gregg, Irish, Aguilar, Roberts
BOARD ABSENT:	None
STAFF PRESENT:	Woolley, Garcia, Chavez, Hauser
OTHER:	Alexandria Dinsdale, The Farmstand, Oak Hills, Inc.; Alex Gibbs, Townsend Public Affairs; and President Gregg recognized Mayor Bridget Bennington, City Council Member Cameron Gregg, and HARD Foundation Vice Chair Member Gary Drylie

APPROVAL OF AGENDA

It was moved by Director Aguilar and seconded by Vice President Roberts to approve the Agenda. The motion passed by the following roll call vote:

AYES:	Gregg, Irish, Aguilar, Roberts, Gonzalez
NOES:	None
ABSENT:	None
ABSTAIN:	None

FLAG SALUTE

The Flag Salute was led by Director Gonzalez.

PROCLAMATIONS AND PRESENTATIONS

Park Ranger Swearing In

- Chief Park Ranger Chavez swore in Park Rangers Ben Caporale and Reginold Cole.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

- Alexandria Dinsdale addressed the Board regarding the Hesperia Community Farmer's Market.
- Nadia Altamirano addressed the Board regarding the Hesperia Community Farmer's Market.
- Councilman Cameron Gregg addressed the Board regarding the Hesperia Community Farmer's Market.

- Mayor Bridget Bennington addressed the Board regarding the Hesperia Community Farmer’s Market.

CONSENT ITEMS

- A. Approval of Minutes of Special Meeting, April 6, 2023**
- B. Approval of Minutes of Regular Meeting, April 12, 2023**

MOTION: It was moved by Director Aguilar and seconded by Director Gonzalez to approve Items A and B. The motion passed by the following roll call vote:

AYES: Irish, Aguilar, Roberts, Gonzalez, Gregg
NOES: None
ABSENT: None
ABSTAIN: None

PULLED CONSENT ITEMS

None.

DISCUSSION/ACTION ITEMS

- C. Hesperia Community Farmer’s Market**

MOTION: It was moved by President Gregg and seconded by Vice President Roberts to approve the Hesperia Community Farmer’s Market with the discussed recommendations and the final direction coming from staff. The motion passed by the following roll call vote:

AYES: Gonzalez, Gregg, Irish, Aguilar, Roberts
NOES: None
ABSENT: None
ABSTAIN: None

Meeting recessed from open session at 7:25 p.m.

Meeting reconvened into open session at 7:33 p.m.

President Gregg requested to move Items J. and K. to be addressed before Item D., and Item M. to be addressed before Items J. and K.

Meeting recessed from open session at 7:35 p.m.

Meeting reconvened into closed session at 7:36 p.m.

Items M. and N. were addressed at this time.

Director Gonzalez departed at 8:30 p.m.

Meeting recessed from closed session at 8:44 p.m.

Meeting reconvened into open session at 8:45 p.m.

Items J. and K. were addressed at this time.

D. Discussion with Townsend Public Affairs

MOTION: No motion was made.

E. Approval of Resolution No. 23-05-01, A Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Declaring Intent for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1, for Fiscal Year 2023/2024

MOTION: It was moved by Director Aguilar and seconded by Vice President Roberts to approve Resolution No. 23-05-01, A Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Declaring Intent for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1, for Fiscal Year 2023/2024. The motion passed by the following roll call vote:

AYES: Gregg, Irish, Aguilar, Roberts

NOES: None

ABSENT: Gonzalez

ABSTAIN: None

F. Approval of Resolution No. 23-05-02, A Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Declaring Intent for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024

MOTION: It was moved by Director Aguilar and seconded by Vice President Roberts to Resolution No. 23-05-02, A Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, Declaring Intent for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024. The motion passed by the following roll call vote:

AYES: Irish, Aguilar, Roberts, Gregg

NOES: None

ABSENT: Gonzalez

ABSTAIN: None

G. Approval of Resolution No. 23-05-03, A Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, for Approval of the Engineer's Report Regarding the Proposed Levy and Collection of Assessments for the Landscape and Lighting Assessment District No. 1, for Fiscal Year 2023/2024

MOTION: It was moved by President Gregg and seconded by Director Aguilar to approve Resolution No. 23-05-03, A Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, for Approval of the Engineer's Report Regarding the Proposed Levy and Collection of Assessments for the Landscape and Lighting Assessment District No. 1, for Fiscal Year 2023/2024. The motion passed by the following roll call vote:

AYES: Irish, Aguilar, Roberts, Gregg
NOES: None
ABSENT: Gonzalez
ABSTAIN: None

H. Approval of Resolution No. 23-05-04, A Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, for Approval of the Engineer's Report Regarding the Proposed Levy and Collection of Assessments for the Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024

MOTION: It was moved by President Gregg and seconded by Director Aguilar to approve Resolution No. 23-05-04, A Resolution of the Board of Directors of the Hesperia Recreation and Park District, California, for Approval of the Engineer's Report Regarding the Proposed Levy and Collection of Assessments for the Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2023/2024. The motion passed by the following roll call vote:

AYES: Aguilar, Roberts, Gregg, Irish
NOES: None
ABSENT: Gonzalez
ABSTAIN: None

I. Approval of Funding Updated Fire Sprinklers

MOTION: It was moved by Director Aguilar and seconded by Director Irish to approve the funding of the updated fire sprinklers. The motion passed by the following roll call vote:

AYES: Roberts, Gregg, Irish, Aguilar
NOES: None
ABSENT: Gonzalez

ABSTAIN: None

J. Approval of Job Descriptions and Organizational Chart

(This Item was addressed after Items M. and N.)

MOTION: It was moved by Director Aguilar and seconded by Director Irish to approve the presented job descriptions and Organizational Chart. The motion passed by the following roll call vote:

AYES: Gregg, Irish, Aguilar, Roberts

NOES: None

ABSENT: Gonzalez

ABSTAIN: None

K. Approval of Salary Schedule

MOTION: It was moved by President Gregg and seconded by Director Irish to approve the presented Salary Schedule. The motion was amended to approve effective July 1, 2023. The motion passed by the following roll call vote:

AYES: Gregg, Irish, Aguilar, Roberts

NOES: None

ABSENT: Gonzalez

ABSTAIN: None

L. Auditor's Contract

MOTION: No motion was made.

CORRESPONDENCE/WRITTEN COMMUNICATION

None.

GENERAL MANAGER/STAFF REPORTS

- a. Recreation Programs
- b. Lake
- c. Parks Division
- d. Park Ranger
- e. Marketing
- f. Development
- g. General Manager
- h. Monthly Budget

- Chief Ranger Chavez reported on his recent conference and cameras at Lime Street Park.
- Mr. Woolley highlighted the following: Hesperia Lake Park revenue; tree removal and replacement; maintenance; Lime Street Park Prop 68 plans; and splash pad equipment.

BOARD MEMBER REPORTS

Standing Committees:

Recreation Foundation - Gonzalez/Roberts

Vice President Roberts reported on the April 27 meeting.

Tri-Agency - Aguilar/Irish

No meeting held.

Safety, Security, and Maintenance - Roberts/Aguilar

Vice President Roberts reported on the April 27 meeting.

Personnel Committee - Irish/Gregg

No meeting held.

Finance Committee - Gregg/Irish

President Gregg reported on the April 19 and May 3 meetings.

Development - Roberts/Gregg

No meeting held.

Event Ad Hoc- Irish/Aguilar

Director Aguilar and Director Irish reported on the May 1 meeting.

BOARD MEMBER COMMENTS

- Director Aguilar expressed that he's looking forward to CSDA Legislative Days and the CARPD Annual Conference. He appreciates the staff and it's nice to see the Park Rangers sworn in, as they are definitely needed. He can't wait to see everyone in action.
- Director Irish - none.
- Vice President Roberts commended Ms. Hauser's work at the meeting. He commented that we need to make sure staff has adequate training.
- President Gregg agreed that he was impressed with Ms. Hauser's performance as well. Things are going well with a bulk of the progress coming from the dias, and the other part staff. He thanked his colleagues for looking at the Budget and making decisions. He's never been more pleased and staff is doing a great job. He thanked Ms. Garcia for her work on the Agenda.

CLOSED SESSION ITEMS

(These Items were addressed after Item C.)

- M. **CLOSED SESSION pursuant to Govt. Code Section 54957- PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: General Manager
- N. **CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Govt. Code Section 54957.6**

**Agency Designated Representatives: District Board
Negotiating with: Unrepresented General Manager**

REPORT FROM CLOSED SESSION, IF ANY

None.

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for Wednesday, June 14, 2023, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

The meeting was adjourned by declaration by President Gregg at 9:44 p.m.

Respectfully submitted,

Kyle Woolley
General Manager

Karabeth Garcia
Board Secretary/Clerk of the Board

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
Thursday, May 11, 2023**

MINUTES

CALL TO ORDER

The Hesperia Recreation and Park District Board of Directors Special Meeting was called to order by President Gregg at 5:17 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

ROLL CALL

ATTENDANCE

BOARD PRESENT: Roberts, Gregg, Aguilar, Irish
BOARD ABSENT: Gonzalez
STAFF PRESENT: Woolley, Garcia, Chavez
OTHER:

FLAG SALUTE

The Flag Salute was led by President Gregg.

PROCLAMATIONS AND PRESENTATIONS

None.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None.

CONSENT ITEMS

None.

DISCUSSION/ACTION ITEMS

A. Board Goals

MOTION: No motion was made.

B. Capital Improvement Projects

MOTION: No motion was made.

CLOSED SESSION ITEMS

None.

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for Wednesday, June 14, 2023, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

The meeting was adjourned by declaration by President Gregg at 7:03 p.m.

Respectfully submitted,

Kyle Woolley
General Manager

Karabeth Garcia
Board Secretary/Clerk of the Board

DRAFT

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
Wednesday, May 24, 2023**

MINUTES

CALL TO ORDER

The Hesperia Recreation and Park District Board of Directors Special Meeting was called to order by President Gregg at 5:40 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

**ROLL CALL
ATTENDANCE**

BOARD PRESENT:	Roberts, Gregg, Aguilar, Gonzalez Irish (departed at 6:50 p.m.)
BOARD ABSENT:	None
STAFF PRESENT:	Garcia
OTHER:	Tara Bravo, CV Strategies

FLAG SALUTE

The Flag Salute was led by President Gregg.

PROCLAMATIONS AND PRESENTATIONS

None.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None.

CONSENT ITEMS

None.

DISCUSSION/ACTION ITEMS

A. HPRD Logo Options with CV Strategies

Director Irish departed at 6:50 p.m.

MOTION: It was moved by Vice President Roberts, seconded by Director Gonzalez to approve the logos options presented.

AYES:	Roberts, Gregg, Aguilar, Gonzalez
NOES:	None
ABSENT:	Irish
ABSTAIN:	None

CLOSED SESSION ITEMS

None.

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for Wednesday, June 14, 2023, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

The meeting was adjourned by declaration by President Gregg at 7:10 p.m.

Respectfully submitted,

Kyle Woolley
General Manager

Karabeth Garcia
Board Secretary/Clerk of the Board

DRAFT



Post Office Box 401055 • Hesperia, California 92340-1055 • (760) 244-5488

RESOLUTION NO. 23-06-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
HESPERIA RECREATION AND PARK DISTRICT ADOPTING REQUIRED
FINDINGS TO EXECUTE AN ENERGY SERVICES CONTRACT**

WHEREAS, California Government Code Sections 4217.10 to 4217.18, authorize the Hesperia Recreation and Park District (the "District") to enter into an Energy Services Contract with SitelogIQ for the implementation of energy-related improvements (the "Project"); and

WHEREAS, in order to approve the Project and thereafter negotiate an Energy Service Contract, the Board of Directors must hold a noticed public hearing and make certain findings based upon information provided at that public hearing; and

WHEREAS, the District Board duly noticed and thereafter conducted a public hearing on June 14, 2023 at which all persons were heard as to the Project; and

WHEREAS, based upon the evidence presented at the public hearing but SitelogIQ and the District staff, the District may utilize the provisions of the Government Code set out above to enter approve the Project and then consider an energy services contract; and

WHEREAS, the District Board finds that it is in the best interests of the District to approve the Project and then negotiate an Energy Service Contract because the anticipated cost to the District for electrical energy or conservation services provided by SitelogIQ under the contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of those purchases; and

WHEREAS, the proposed Project provides for the implementation of certain energy measures whose cost to the District for electrical energy or conservation services will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of the implementation of the improvements under the Project.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT RESOLVES AND ORDERS AS FOLLOWS:

- 1. That the Recitals set out above are true and correct.
- 2. That the Hesperia Recreation and Park District hereby approves the Project and declares its intention to enter into the proposed agreement with SitelogIQ for energy conservation services for the District facilities as defined by the Energy Services Contract.
- 3. District Manager is authorized to negotiate the Energy Services Contract with SitelogIQ and thereafter the Energy Services Contract will be presented to the Board for consideration.

PASSED, APPROVED, and ADOPTED this 14th day of June 2023.

 Board President
 Hesperia Recreation and Park District

 District Secretary
 Hesperia Recreation and Park District

STATE OF CALIFORNIA)
 COUNTY OF SAN BERNARDINO) ss.
 HESPERIA RECREATION AND PARK DISTRICT)

I, Karabeth Garcia, District Secretary of the Hesperia Recreation and Park District, County of San Bernardino, State of California do hereby certify that the foregoing Resolution No. 23-06-01 was regularly adopted by the Board of Directors of said Hesperia Recreation and Park District at a regular meeting of said Board of Directors held on the 14th day of June 2023, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINED:**

 District Secretary
 Hesperia Recreation and Park District

ENERGY SERVICES MASTER AGREEMENT

by and between

Hesperia Recreation and Park District

16292 Lime Street

Hesperia, California, 92345

and

SitelogIQ, Inc.

1651 Response Road, Suite 300

Sacramento, California, 95815

CA Contractor License #: 1054171

June 14, 2023

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EXHIBITS

Exhibit A	Definitions
Exhibit B	Certifications
Exhibit B-1	Drug-Free Workplace / Tobacco-Free Environment Certification
Exhibit C	Work Orders
Exhibit D	Not Used
Exhibit E	Insurance
Exhibit F	Certificate of Substantial / Final Completion and Acceptance
Exhibit G	Notice to Proceed

ENERGY SERVICES AGREEMENT

This ENERGY SERVICES AGREEMENT (“Agreement”), dated as of June 14, 2023, (“Effective Date”), is by and between Hesperia Recreation and Park District, a District organized and existing under the laws of the State of California (“District”) and SitelogIQ, Inc., a Delaware corporation (“Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, District desires to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies (“System”);

WHEREAS, California Government Code § 4217.10 et seq. authorizes Cities, Counties, and Special Districts to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon District’s finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to District;

WHEREAS, District has assigned specific areas on District properties (each one, a “Site”) on which the solar and energy conservation measures (each one, a “System”) will be constructed;

WHEREAS, District desires to engage Contractor to design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor desires to provide such turnkey upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor is a full-service energy services company with the technical and financial capabilities to provide services to the District, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in **Exhibit A**; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in **Exhibit B**, which must be completed by Contractor prior to commencement of the work on the Systems:

- i. Drug-Free Workplace / Tobacco-Free Environment Certification (**Exhibit B-1**)
- ii. Non-collusion Declaration (**Exhibit B-2**)

3. GENERAL

3.1. Scope of Work

- (a)** Contractor shall furnish to District turnkey energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b)** Operations and maintenance are not a part of this Agreement. District shall enter into a separate contract for operations and maintenance.
- (c)** Project will be executed by individual Work Orders for each Project that will be independently executed and attached in **Exhibit C ("Work")**.
- (d)** Work shall be performed in accordance with this Agreement, Energy Conservation Findings, and Exhibits attached hereto.

3.2. Contract Price

- (a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in **Exhibit C**. The total value of the Contract is the summation of the Work Order Prices, as updated from time to time ("Contract Price"):
 - (i) Payment of the Contract Price shall be made in compliance with the process described in **Exhibit C**.

3.3. Protective Measures.

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work, subject to the limitation of liability contained in Section 7.5.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

3.4. Prevailing Wage.

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6

concerning the employment of apprentices by Contractor or Subcontractor.

- (b) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within ten (10) Business Days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.

- (c) Payment Withholding. Pursuant to 8 CCR 16463(e), the District may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

- (d) Site Access.
 - (i) Contractor shall provide site access to Department of Industrial Relations personnel upon request.

 - (ii) Construction staging areas, storage areas, access, parking, Site use, etc. must be acceptable to District at all times. Site access and use will be limited. At no times shall public roads or sidewalks be blocked.

 - (iii) Driveways and Entrances: Contractor shall keep driveways, entrances, and fire access roads clear and available to District, District's employees, and emergency vehicles. Contractor shall not use these areas for parking or storage of materials.

 - (iv) Contractor shall schedule deliveries to minimize use of driveways and entrances.

- (v) Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - (vi) Parking: Designated Contractor parking areas will be assigned. All vehicles should be locked as the District cannot guarantee observation of Contractor or public vehicles.
 - (vii) Contractor shall confine operations on the Site to areas indicated in the Contract Documents and as directed by District. Portions of the Site beyond areas on which Work is indicated are not to be disturbed. Contractor shall conform to Site rules and regulations affecting the Work while engaged in project construction.
- (e) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (f) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Site Conditions.

- (a) Prior to the start of construction, Contractor will conduct a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, (d) all as-built drawings, Site layout, easement and other documentation provided by District to Contractor, (e) extent of the Work,

locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, and (f) has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

- (b) Contractor will document and provide to District all findings in regards to the aforementioned inspection. If any conditions exist, arise, or are discovered at the Sites that differ materially from those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in this Section, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, ground water, rock, caving, or subsurface obstructions of which Contractor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for a Change Order to District. District and Contractor may mutually agree to modify the Work to offset the Change Order request to comply with District budget limits.

3.6. Labor.

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise District promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Notwithstanding the foregoing, (a) the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the discretion of the Party having the difficulty, (b) a labor-related delay shall not give rise to a change in the Construction Schedule unless such delay constitutes a Force Majeure Event under paragraph (c) of the definition thereof, and (c) in no event will labor-related delays or difficulties give rise to additional payments to Contractor.

3.7. Insurance.

- (a) Contractor and District, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) District and any lenders to the District shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add District or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) Calendar days (or ten (10) Calendar days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work.

- (a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. District will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to District for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and District.

Contractor agrees to bind every Subcontractor by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by District. Contractor agrees to be bound to the Subcontractor by

all of the obligations that District assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

- (b) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials.

- (a) Contractor hereby specifically agrees to indemnify, defend and hold District, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and

- (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.

(b) District hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

- (i) any release of a Hazardous Material brought on to the Site by District, District Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
- (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by District or District Representative; and
- (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by District or District Representative.

3.10. Suspension of the Work.

- (a)** If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) Business days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If District issues full payment of the undisputed invoice within fifteen (15) Business days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided

Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

- (b) District may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3 continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and District shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement. Notwithstanding the occurrence or continuation of any Force Majeure Event, the provisions of this Section shall apply.
- (d) After the resumption of the performance of the Work, Contractor shall, after due notice to District, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.11. Taxes.

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that District shall pay and have exclusive liability with respect to any taxes payable with respect to District's income. Contractor shall hold harmless, indemnify and defend District, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and District shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from District.

3.13. Compliance with Applicable Laws.

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws.

3.14. Energy Credits.

- (a) District acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
 - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;

- (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government (“Carbon Credits”);
 - (iv) All “renewable energy credits” (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- (b) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as “Energy Credits”. The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. District shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.
- (c) District recognizes that the designer/contractor under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. District agrees and recognize that Contractor will be the designer of this project for purposes of the §179D deduction. District shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction” provided credits cannot be used by or benefit District. Performance & Payment Bonds.

3.15. Performance and Payment Bonds.

Contractor shall submit a Performance Bond and Payment Bond in accordance with Exhibit C.

3.16. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, Contractor assumes risk of

loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.

- (b)** District shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.
- (c)** Notwithstanding anything herein to the contrary, District shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or District for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of District or its agents, employees or representatives.
- (d)** Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for ownership by District in the operation of that portion of the System subject to the particular Work Order shall pass to the District upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price.

- (a)** The Work Order Price is firm fixed price for the scope proposed and includes all expenses expected to be incurred by Contractor including, but not limited to, equipment and materials, erection, construction, commissioning, inclusive of cost of travel and lodging expenses, applicable permits (other than the District Permits), services, supplies, labor, appurtenances, fees, charges, and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b)** Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the District shall be resolved through a Change Order to this Agreement.

- (c) If applicable and approved by District, any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement.
- (d) District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.
- (e) The Work Order Price shall only be changed by Change Order approved by Contractor and District.

4.2. Payment.

- (a) District shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.
- (b) District shall pay one hundred percent (100%) of each progress payment.
- (c) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to District:
 - (i) Contractor address, phone number, and fax
 - (ii) Contractor invoice number and date
 - (iii) Project Site address(es)
 - (iv) Description of completed milestones since the immediately preceding payment request
 - (v) Total invoice amount
 - (vi) "Remit to" details (for wire transfer)
 - (vii) Lien waivers from major Subcontractors (>5% of Work Order Price)
 - (viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.
- (d) Overdue payment obligations of District hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).

- (e) District may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect District from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against District for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.
- (f) District agrees, and Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment necessary to complete the work required by this Agreement) increases greater than two percent (2%) after the date of this Agreement. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.
- (g) For any non-Contractor caused delay or suspension lasting longer than 90 Calendar days, Contractor shall be entitled to a reasonable increase in the Contract Price for an increase in cost for materials, equipment, labor, taxes, tariffs, or other items necessary to complete the work. Should an increase arise; a fair and equitable solution will be negotiated in good faith between the District and Contractor for any additional costs required.

5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion.

- (a) Contractor shall perform the Work as soon as practicable following the receipt of District Notice to Proceed.

- (b)** District shall provide access to the sites to complete the Work.
- (c)** The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:
 - (i) Unanticipated Conditions which directly affect the Project Milestones;
 - (ii) Changes in the design, scope, or schedule of the Project required by the District;
 - (iii) Breach of this Agreement by District;
 - (iv) Suspension of the Work for more than 90 Calendar Days; or
 - (v) Force Majeure Event.
- (d)** The following are conditions precedent to Substantial Completion:
 - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
 - (ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;
 - (iii) District and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and
 - (iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (e)** When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to District containing sufficient detail to enable District to determine that Contractor has complied fully with the requirements of Section 5.1(d). Within ten (10) Business days after receipt of such notice, District shall either issue to Contractor the

Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event District determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(d), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Substantial Completion subject to Section 5.1(f).

- (f) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle District to complete the pending works on its own. District shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (g) Any dispute between District and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1 shall be resolved in accordance with Section 8.5.

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items contemplated in Section 5.1(d)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to District;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final Lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed and recorded by District's Representative and the Contractor's Representative; and
 - (vi) local utility has provided a permission to operate.

- (b) Upon Final Completion, Contractor shall submit to District a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. District shall, within ten (10) Business Days after the receipt by District of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Final Completion .
- (c) Any dispute between District and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2 shall be resolved in accordance with Section 8.5.

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by District, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to District or District's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. District shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to District that:

- (a) Contractor is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

- (b)** Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.
- (c)** The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d)** There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e)** All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f)** The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.
- (g)** Contractor Not Employee of District: It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of District or acting as an employee or representative of District, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- (h)** Non-Discrimination: Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any

employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

- (i) Severability: The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- (k) Retention of Records. Pursuant to Government Code Section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of District or as part of any audit of District for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

6.2. Representations and Warranties of District.

District represents and warrants to Contractor that:

- (a) District is a California District, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by District of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to District's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the

business, properties or assets or the condition, financial or otherwise, of District or in any impairment of its ability to perform its obligations under this Agreement.

- (d) District will exercise commercially reasonable efforts to procure funding for the Project within one-hundred and eighty (180) Calendar days of the Effective Date.
- (e) District has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.
- (f) The individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District and this Agreement is binding upon District in accordance with its terms.

7. **BREACH & TERMINATION**

7.1. **Termination by District for Cause.**

- (a) Contractor agrees that District shall be entitled to terminate this Agreement for cause upon the occurrence of any of the following circumstances:
 - (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) Calendar days or fails to commence the Work within one-hundred and eighty (180) Calendar days after receiving the Notice to Proceed, and after expiration of said period fails to commence or continue performance of the Work within ten (10) Business days of Contractor's written notice from District to commence or continue performance of the Work;
 - (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) Calendar days following Contractor's receipt of written notice thereof from District, or
 - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

- (b)** Upon the occurrence of any of the foregoing, District may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. District shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise. District shall also pay Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by District for Convenience.

- (a)** Contractor agrees that District shall be entitled to terminate this Agreement for Convenience upon the occurrence of any of the following circumstances:

 - (i)** Upon exercising commercially reasonable efforts, District shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within One-hundred and eighty (180) Calendar days of the Effective Date.
 - (ii)** If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, District has the right to terminate this Agreement.
 - (iii)** For unanticipated site conditions that are beyond the contemplation of the parties that create any additional costs to District.
- (b)** Upon the occurrence of any of the foregoing, District may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. District shall also pay Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs

incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.3. Termination by Contractor.

(a) Contractor may terminate this Agreement, for any of the following causes:

- (i) If District makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (ii) If District fails to make any payment to Contractor hereunder when due and defined in Section 4, which failure remains uncured for thirty (30) Calendar days following District's receipt of written notice thereof from Contractor, the District shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against District with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in this Agreement.
- (iii) District shall reimburse Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.4. Indemnity.

(a) Contractor shall indemnify, defend (upon the request of District) and hold harmless District and District's agents, board members, elected and

appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of District Counsel and counsel retained by District, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of District. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of District, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by District to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

- (b)** District shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of District or its agents or employees or others under District's control or (b) a breach by District of its obligations hereunder.
- (c)** District shall indemnify, defend and hold Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the District.

- (d) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable.

- (e) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.5. Limitations of Liability.

- (f) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR DISTRICT OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT

POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

(g) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall either Party's total liability arising out of or related to this Agreement exceed the greater of (a) one-hundred percent (100%) of the Contract Price, or (b) the minimum insurance limits as defined in Exhibit E.

8. MISCELLANEOUS

8.1. Representatives.

- (a) District Representative. District designates, and Contractor agrees to accept [REDACTED], as District Representative for all matters relating to Contractor's performance of the Work. The actions taken by District Representative regarding such performance shall be deemed the acts of District and shall be fully binding for District. District may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated District Representative.
- (b) Contractor Representative. Contractor designates, and District agrees to accept, John Gajan as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written approval of District, such approval shall not be unreasonably withheld pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or District, as applicable, under this Agreement.

- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and District contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(b), Contract Documents developed by Contractor under this Agreement shall become the property of District when prepared and shall be delivered to District upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to District an revocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify District in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event.

8.5. Dispute Resolution.

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and District shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) Calendar days following one Party's written request to the other Party for such a meeting.
- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and District. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by District and Contractor. If District and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by District, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section shall survive any termination of this Agreement.
- (a) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its

reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) Business days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

District:

Name: Hesperia Recreation and Park District
Attention: Kyle Woolley, General Manager
Address: 16292 Lime Street
Hesperia, CA 92345

Phone: 760-244-5488

Email: kwoolley@hesperiaparks.com

With a copy to: District Counsel

Name:
Attention:
Address:
Phone:
Email

Contractor:

Name: SitelogIQ, Inc.
Attention: John Gajan, President, West Energy
Address: 1651 Response Road, Suite 300
Sacramento, CA 95815
Phone: (888) 819-0041

E-mail: john.gajan@sitelogiq.com

8.7. Public Records Act Disclosure.

Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs District of such trade secret. The District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. District shall provide Contractor five (5) Business days written notice if District intends to disclose any information which Contractor has identified as trade secret, and provide Contractor ten (10) Business days to take steps to oppose such disclosure.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or District, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications.

Contractor shall coordinate with District with respect to, and provide advance copies to District for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If District delivers written notice to Contractor rejecting any such proposed announcement or publication within ten (10) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the District and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment.

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, District shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

Hesperia Recreation and Park District,
a District organized and existing under the
laws of the State of California

By: _____
Name: _____
Title: _____

SitelogIQ, Inc.,
a Delaware corporation

By: _____
Name: John Gajan
Title: President, West Energy
Contractor's License #: 1054171

EXHIBIT A DEFINITIONS

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries’ controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 3.5 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by District and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work for each Work Order.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by District.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by District.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 8.1(b).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Dispute” shall have the meaning set forth in Section 8.5(a).

“District” shall have the meaning set forth in the Preamble to this Agreement.

“District Permits” means those permits identified as the responsibility of District in Exhibit C.

“District’s Representative” shall mean the individual designated by District in accordance with Section 8.1(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or

named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

"Equipment" shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

"Excusable Delay" shall mean a Delay outside of Contractor's control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, District or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the District;
- (c) the suspension of Work in whole or in part by District;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;

- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;
- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by District or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor’s control after Contractor’s best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor’s subcontractors’ shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of “Excusable Delay”.

“Facility” shall mean any and all properties of the District upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

“Final Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- a. war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- b. acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, drought, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facility and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- c. strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;
- d. changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and
- e. acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.
- f. plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.
- g. explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current

"Governmental Authority" shall mean any national, autonomic, regional, province, town, District, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 7.4.

"Indemnifying Party" shall have the meaning set forth in Section 7.4.

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Notice to Proceed Date" shall mean the date that District has granted Contractor the Notice to Proceed for the Work.

"Party" shall mean, individually, each of the parties to this Agreement.

"Performance Tests" means, the tests of the System, as more particularly described in Exhibit C.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Representatives" shall mean the Contractor Representative and the District Representative and each may individually be referred to as a "Representative".

"Rock" is defined as limestone, sandstone, granite or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as "Rock".

"District" shall have the meaning set forth in preamble.

"Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the District upon which a System is constructed.

"Solar Plant" shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

"Subcontractor" shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor's obligations under this Agreement.

"Substantial Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(d).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(d), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 8.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or District.

“Unanticipated Condition” shall have the meaning set forth in Section 3.5.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Work Order” shall mean the assigned Work for each Site as described in Exhibit C.

“Work Order Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

EXHIBIT B

CERTIFICATIONS

Exhibit B-1 Drug-Free Workplace / Tobacco-Free Environment Certification

Exhibit B-2 Non-Collusion Declaration

**DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-1)**

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Hesperia Recreation and Park District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and District under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2 Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace.
- b. The person's or organization's policy of maintaining a drug-free workplace.
- c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
- d. The penalties that may be imposed upon employees for drug abuse violations.

3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites,

including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District Property includes buildings, grounds, owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date:

Proper Name of Contractor: SitelogIQ

Signature: _____

Print Name: John Gajan

**EXHIBIT C
WORK ORDERS**

EXHIBIT E INSURANCE

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name District and others as may be reasonably required by District, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of District and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to District upon District's reasonable request.

District Insurance Requirements

1. **Required Coverage.** District shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. **Workers Compensation Insurance and Employers Liability.** In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. **Policy Endorsements.** Insurance coverage required to be maintained by District under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
3. **Certificates.** District shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

EXHIBIT F - CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION

PROJECT: _____

DATE: _____

SitelogIQ, Inc. ("SitelogIQ") and Client Name ("Client") hereby acknowledge, confirm, and agree that:

1. The Project associated with the Agreement between SitelogIQ and Client, dated original contract date, including all contract amendments, has reached substantial/ final Completion.
2. The contract value as of substantial/ final completion is \$contract value.
3. The Project has reached Substantial Completion and the following terms apply:
 - a. The date of substantial completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Client, excluding any operation only for testing, startup, or commissioning.
 - b. A list of minor incomplete and corrective Work to be completed ("Punch List Work") prior to final payment is attached hereto. SitelogIQ and/or its Subcontractors shall complete the Punch List Work on or about insert date of anticipated final completion.
 - c. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered substantially complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship and completion of the outstanding attached punch list items, if any.
 - d. Upon completion of the Punch List Work, Client shall complete and cause to be recorded the attached Notice of Completion.
4. The Project has reached Final Completion and the following terms apply:
 - a. The date of final completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Client, excluding any operation only for testing, startup, or commissioning, and cessation of work on the Project.
 - b. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship.
 - c. Client shall complete and cause to be recorded the attached Notice of Completion and close the following performance.
5. Client's failure to sign this certificate of substantial/final completion shall not prohibit SitelogIQ from discharging its performance and payment bonds.

IN WITNESS WHEREOF, the Parties hereto have executed this Certificate of Substantial/ Final Completion as of the day and year of the Date of Substantial/ Final Completion written above.

Client Name

SitelogIQ, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Project Manager

Title

Date

Date

**EXHIBIT G
NOTICE TO PROCEED**

SitelogIQ, Inc.
1651 Response Rd, Suite 300
Sacramento, CA 95815
John Gajan, President, West Energy

Re: Notice to Proceed

Dear John Gajan:

This Notice to Proceed is being issued by District of _____ (“District”) to SitelogIQ, Inc. (“Contractor”) pursuant to the 4217 Energy Services Agreement, entered into on _____

This Notice to Proceed authorizes the Work described by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

District of _____

SitelogIQ

Signature: _____

Signature: _____

Name: _____

Name: John Gajan

Title: _____

Title: President, West Energy

Date: _____

Date: _____



HESPERIA

Recreation & Park District

... Serving the Community Since 1957

Post Office Box 401055 • Hesperia, California 92340-1055 • (760) 244-5488

RESOLUTION NO. 23-06-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT, CALIFORNIA, AMENDING OR APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1, FOR FISCAL YEAR 2023/2024

The Board of Directors of the Hesperia Recreation and Park District (hereafter referred to as the "Board of Directors") does resolve as follows:

WHEREAS, the Board of Directors has initiated proceedings and declared its intention to levy and collect annual assessments in the Hesperia Recreation and Park District Landscape and Lighting Assessment District No. 1, (hereinafter referred to as the "District") created pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"); and,

WHEREAS, at this time all notice and public hearing requirements as required by the Act have been met relating to the levy of the annual assessments; and,

WHEREAS, the Board of Directors has received a report from the Assessment Engineer (the "Engineer's Report") and the Board of Directors is now satisfied with the assessment and diagram and all other matters as contained in the Engineer's Report as now submitted for final consideration and approval; and,

WHEREAS, the assessments are in compliance with the Act, and the assessments are levied without regard to property valuation, and **the assessments are in compliance with the provisions of Proposition 218.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT AS FOLLOWS:

RECITALS

Section 1. The above recitals are all true and correct.

Section 2. This Board of Directors hereby finds and determines that the procedures for the consideration of the levy of the annual assessments have been undertaken in accordance with the Act in as much as, the proposed assessments for Fiscal Year

2023/2024 are not proposed to be increased over the assessments previously authorized to be levied.

DETERMINATION AND CONFIRMATION

Section 3. The final assessments and diagram for the proceedings as contained in the Engineer's Report is hereby approved and confirmed. Based upon the Engineer's Report and the testimony and other evidence presented at the public hearing, the Board of Directors hereby makes the following determinations regarding the assessments proposed to be imposed:

- a. The proportionate special benefit derived by each individual parcel assessed has been determined in relationship to the entity of the cost of the operations and maintenance expenses.
- b. The assessments do not exceed the reasonable cost of the proportional special benefit conferred on each parcel.
- c. Only the special benefits have been assessed.
- d. Publicly owned parcels within the District receive no special benefit from the maintenance and operations and, therefore, no assessment will be levied on any such parcel.

The assessments for the District contained in the Engineer's Report for Fiscal Year 2023/2024 are hereby confirmed and levied upon the respective lots or parcels within District in the amounts set forth in the Engineer's Report.

ORDERING OF MAINTENANCE

Section 4. The public interest and convenience requires, and this legislative body does hereby order the maintenance work to be made and performed as said maintenance work is set forth in the Engineer's Report and as previously declared and set forth in the Resolution of Intention.

FILING WITH SECRETARY

Section 5. The above-referenced Engineer's Report shall be filed in the Office of the Secretary and shall remain open for public inspection.

ENTRY UPON THE ASSESSMENT ROLL

Section 6. The County Auditor shall enter onto the County Assessment roll opposite each lot or parcel of land the amount assessed thereupon, as shown in the Engineer's Report.

COLLECTION AND PAYMENT

Section 7. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County Taxes shall apply to the collection and enforcement of the assessments.

FISCAL YEAR

Section 8. The assessments as above authorized and levied for these proceedings will provide revenue and relate to the fiscal year commencing July 1, 2023, and ending June 30, 2024.

PASSED, APPROVED AND ADOPTED this 14th day of June 2023.

Board President
Hesperia Recreation and Park District

District Secretary
Hesperia Recreation and Park District

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
HESPERIA RECREATION AND PARK DISTRICT)

I, Karabeth Garcia, District Secretary of the Hesperia Recreation and Park District, County of San Bernardino, State of California do hereby certify that the foregoing Resolution No. 23-06-02 was regularly adopted by the Board of Directors of said Hesperia Recreation and Park District at a regular meeting of said Board of Directors held on the 14th day of June 2023 by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINED:**

District Secretary
Hesperia Recreation and Park District



HESPERIA

Recreation & Park District

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RESOLUTION NO. 23-06-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT, CALIFORNIA, AMENDING OR APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2, INCLUDING ALL ZONES, FOR FISCAL YEAR 2023/2024

The Board of Directors of the Hesperia Recreation and Park District (hereafter referred to as the "Board of Directors") does resolve as follows:

WHEREAS, the Board of Directors has initiated proceedings and declared its intention to levy and collect annual assessments in the Hesperia Recreation and Park District Landscape and Lighting Assessment District No. 2, (hereinafter referred to as the "District"), created pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"); and,

WHEREAS, the District includes areas designated as Zones, including:

**Zones A through Z
Zones A-1 through Y-1
and
Zones A-2 through B-2**

WHEREAS, at this time all notice and public hearing requirements as required by the Act have been met relating to the levy of the annual assessments; and,

WHEREAS, the Board of Directors has received a report from the Assessment Engineer (the "Engineer's Report") and the Board of Directors is now satisfied with the assessment and diagram and all other matters as contained in the Engineer's Report as now submitted for final consideration and approval; and,

WHEREAS, the assessments are in compliance with the Act, and the assessments are levied without regard to property valuation, and **the assessments are in compliance with the provisions of Proposition 218.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT AS FOLLOWS:

RECITALS

Section 1. The above recitals are all true and correct.

Section 2. This Board of Directors hereby finds and determines that the procedures for the consideration of the levy of the annual assessments have been undertaken in accordance with the Act in as much as, the proposed assessments for Fiscal Year 2023/2024 are not proposed to be increased over the assessments previously authorized to be levied.

DETERMINATION AND CONFIRMATION

Section 3. The final assessments and diagram for the proceedings as contained in the Engineer’s Report is hereby approved and confirmed. Based upon the Engineer’s Report and the testimony and other evidence presented at the public hearing, the Board of Directors hereby makes the following determinations regarding the assessments proposed to be imposed:

- a. The proportionate special benefit derived by each individual parcel assessed has been determined in relationship to the entity of the cost of the operations and maintenance expenses.
- b. The assessments do not exceed the reasonable cost of the proportional special benefit conferred on each parcel.
- c. Only the special benefits have been assessed.
- d. Publicly owned parcels within the District receive no special benefit from the maintenance and operations and, therefore, no assessment will be levied on any such parcel.

The assessments for the District contained in the Engineer’s Report for Fiscal Year 2023/2024 are hereby confirmed and levied upon the respective lots or parcels within District in the amounts set forth in the Engineer’s Report.

ORDERING OF MAINTENANCE

Section 4. The public interest and convenience requires, and this legislative body does hereby order the maintenance work to be made and performed as said maintenance work is set forth in the Engineer’s Report and as previously declared and set forth in the Resolution of Intention.

FILING WITH SECRETARY

Section 5. The above-referenced Engineer’s Report shall be filed in the Office of the Secretary and shall remain open for public inspection.

ENTRY UPON THE ASSESSMENT ROLL

Section 6. The County Auditor shall enter onto the County Assessment roll opposite each lot or parcel of land the amount assessed thereupon, as shown in the Engineer’s Report.

COLLECTION AND PAYMENT

Section 7. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County Taxes shall apply to the collection and enforcement of the assessments.

FISCAL YEAR

Section 8. The assessments as above authorized and levied for these proceedings will provide revenue and relate to the Fiscal Year commencing July 1, 2023, and ending June 30, 2024.

PASSED, APPROVED AND ADOPTED this 14th day of June 2023.

Board President
Hesperia Recreation and Park District

District Secretary
Hesperia Recreation and Park District

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
HESPERIA RECREATION AND PARK DISTRICT)

I, Karabeth Garcia, District Secretary of the Hesperia Recreation and Park District, County of San Bernardino, State of California do hereby certify that the foregoing Resolution No. 23-06-03 was regularly adopted by the Board of Directors of said Hesperia Recreation and Park District at a regular meeting of said Board of Directors held on the 14th day of June 2023 by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINED:**

District Secretary
Hesperia Recreation and Park District



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RESOLUTION NO. 23-06-04

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA
RECREATION AND PARK DISTRICT, CALIFORNIA,
ADOPTING THE APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2023/2024**

The Board of Directors of the Hesperia Recreation and Park District (hereafter referred to as the “Board of Directors”) does resolve as follows:

WHEREAS, Article XIII of the Constitution of the State of California as proposed by the Initiative Measure approved by the people at the special statewide election held on November 6, 1979, and amended in June 1990 by the people of the State of California (Proposition 111), provides that the total annual appropriations subject to limitations of each local government shall not exceed the appropriations limit of such entity for the prior year adjusted for changes in the cost of living and population except as otherwise specifically provided for in that Article; and

WHEREAS, the State Legislature added Division 9 (commencing with Section 7900) to Title 1 of the Government Code of the State of California to implement Article XIII B of the California Constitution; and

WHEREAS, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution establish its appropriations limit for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or a noticed special meeting and that fifteen (15) days prior to such meeting, documentation used in the determination of the appropriations limit shall be available to the public; and

WHEREAS, Proposition 111 as approved by the voters of the State of California, provides for a recorded vote of the Board of Directors regarding which of the annual adjustment factors have been selected each year; and

WHEREAS, Section 7902 (a) of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction, including that for the 2022/2023 and 2023/2024 fiscal years; and

WHEREAS, the Board of Directors has selected the following adjustment methods: the change in California per capita personal income as provided annually by the State; for the change in population, the percentage change in population within the County in which the District is located.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Hesperia Recreation and Park District as follows:

Section 1. The Board finds that the appropriations limit as set out in Exhibit “A” are adopted by the Board, and that the population and inflation options utilized have been selected by a recorded vote of the Board.

Section 2. The Board finds that the computations correctly compute the appropriations limit, taking into account the prior years’ limits, adjustments for the change in the cost of living and the change in population as defined.

Section 3. The Board further finds that the supporting spreadsheet used in the calculation contains correct calculations and that the spreadsheet was made available at the District Office for at least 15 days prior to the date of this Resolution, and that a notice of its availability was posted on the District website.

Section 4. That the appropriations limit for the District as established in accordance with Section 7902 (a) of the California Government Code for FY 2022/2023 is \$5,620,724 and for FY 2023/2024 is \$5,881,438 and such information will be included within the FY 2023/2024 Budget.

PASSED, APPROVED, AND ADOPTED this 14th day of June 2023, by the following vote:

Board President
Hesperia Recreation and Park District

District Secretary
Hesperia Recreation and Park District

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
HESPERIA RECREATION AND PARK DISTRICT)

I, Karabeth Garcia, District Secretary of the Hesperia Recreation and Park District, County of San Bernardino, State of California do hereby certify that the foregoing Resolution No. 23-06-04 was regularly adopted by the Board of Directors of said Hesperia Recreation and Park District at a regular meeting of said Board of Directors held on the 14th day of June 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

District Secretary
Hesperia Recreation and Park District

Hesperia Recreation and Park District
 APPROPRIATIONS LIMIT CALCULATION
 FISCAL YEAR 2023-2024

	AMOUNT
A. LAST YEAR'S LIMIT	\$ 5,620,724
B. ADJUSTMENT FACTORS	
1. Population %	0.19%
2. Change in per- capita income in California	4.44%
Total Adjustment %	4.64%
C. ANNUAL ADJUSTMENT \$	260,714
D. OTHER ADJUSTMENTS:	
Assumed Responsibility - Booking Fees	
Property Tax Collections	-
(Lost Responsibility)	-
(Transfer to Private)	-
(Transfer to Fees)	-
Sub-total	-
E. TOTAL ADJUSTMENTS	260,714
F. CURRENT YEAR'S LIMIT	\$ 5,881,438

Hesperia Recreation and Park District
 APPROPRIATIONS LIMIT CALCULATION
 FISCAL YEAR 2023-2024

Per capita cost of living change	4.44		
Population change	0.19		
Per capita cost of living converted to a ratio	$\frac{4.44 + 100}{100}$	=	1.0444
Population converted to a ratio	$\frac{0.19 + 100}{100}$	=	1.0019
Calculation of factor for FY	1.0444	x	1.0019 = 1.04638436

Calculation of appropriation limit for FY		
Prior year appropriation limit		5,620,724.00
Calculation factor	x	1.04638436
FY appropriation limit		5,881,437.69

Hesperia Recreation and Park District

Master Fee Schedule

Fees will take effect July 1, 2023

User Fees	Standard Fees	Discount/Resident Fee	Business/For Profit Fees
Refundable Security Deposit/Cleaning Deposit Includes Setup and Tear Down	\$500	\$500	\$500
Percy Bakker Center - North Room	\$750 (6 hour minimum) \$150 each additional hour	\$600 (6 hour minimum) \$120 each additional hour	\$1,500 (6 hour minimum) \$300 each additional hour
Percy Bakker Center - South Room	\$450 (6 hour minimum) \$100 each additional hour	\$360 (6 hour minimum) \$80 each additional hour	\$900 (6 hour minimum) \$200 each additional hour
Community Centers Lime Street, John Swisher, Rick Novack	\$325 (6 hour minimum) \$80 each additional hour	\$260 (6 hour minimum) \$64 each additional hour	\$650 (6 hour minimum) \$160 each additional hour
Refundable Security Deposit/Cleaning Deposit Includes Setup and Tear Down	\$250	\$250	\$250
Meeting Rooms Epicentre East & West, Rick Novack	\$100 (3 hour minimum) \$58 each additional hour	\$80 (3 hour minimum) \$64 each additional hour	\$650 (6 hour minimum) \$160 each additional hour
Refundable Security Deposit/Cleaning Deposit	\$500	\$500	\$500
Rick Novack Gymnasium	\$450 (3 hour minimum) \$175 each additional hour	\$360 (3 hour minimum) \$140 each additional hour	\$900 (3 hour minimum) \$350 each additional hour
Epicentre Basketball Courts	\$300 (3 hour minimum) \$125 each additional hour	\$240 (3 hour minimum) \$100 each additional hour	\$600 (3 hour minimum) \$250 each additional hour

Hesperia Recreation and Park District

Master Fee Schedule

Fees will take effect July 1, 2023

Power Play Center	Standard Fees	Discount/Resident Fee	Business/For Profit Fees
Refundable Security Deposit/Cleaning Deposit	\$250	\$250	\$250
Private Rentals - skating	\$435 (3 hours)	\$348 (3 hours)	\$870 (3 hours)
Private Rentals - non-skating	\$339 (3 hours)	\$270 (3 hours)	\$678 (3 hours)
General Area (deposit n/a)	\$150 (3 hours)	\$120 (3 hours)	\$300 (3 hours)
Small Room (deposit n/a)	\$175 (3 hours)	\$140 (3 hours)	\$350 (3 hours)
Large Room (deposit n/a)	\$195 (3 hours)	\$156 (3 hours)	\$390 (3 hours)
Open Skate Fees	\$5 admission per session/per person		\$3 skate rental per session/per person

Aquatics	Standard Fees	Discount/Resident Fee	Business/For Profit Fees
Pool Rental	\$177 (1.5 hours)	\$154 (1.5 hours)	\$354 (1.5 hours)
Swim Lessons - Weekly	\$40 (2 week session per person)		\$2 non-resident fee applied
Swim Lessons - Saturdays	\$33 (4 week session per person)		\$2 non-resident fee applied
Open Swim	\$3 per session/per person		

Individual Sports Field Rentals	Standard Fees	Discount/Resident Fee	Business/For Profit Fees
Field Only	\$25/hourly	\$20/hourly	\$50/hourly
Field with lights	\$40/hourly	\$32/hourly	\$80/hourly
Sports Field Tournament Rentals			
Refundable Security Deposit/Cleaning Deposit	\$500	\$500	\$500
Field Only	\$1,000 daily (2 field minimum) \$60 an hour each additional field	\$800 daily (2 field minimum) \$48 an hour each additional field	\$2,000 daily (2 field minimum) \$120 an hour each additional field
Field Lights	\$10 an hour	\$10 an hour	\$10 an hour

Hesperia Recreation and Park District

Master Fee Schedule

Fees will take effect July 1, 2023

Hesperia Lake Park	Standard Fees	Discount/Resident Fee	Business/For Profit Fees
Picnic Area 1 & 2 (capacity 100)	\$150 (4 hours)	\$120 (4 hours)	\$300 (4 hours)
Picnic Area 3 (capacity 50)	\$75 (4 hours)	\$60 (4 hours)	\$150 (4 hours)
North Day Use			
Refundable Security Deposit/Cleaning Deposit	\$200	\$200	\$200
Half (capacity 500, includes use of Picnic Area 3)	\$300 (4 hours)	\$240 (4 hours)	\$600 (4 hours)
Full (capacity 1,000, includes use of Picnic Area 3)	\$600 (4 hours)	\$480 (4 hours)	\$1,200 (4 hours)
Equestrian Area Picnic (capacity 100)	\$150 (4 hours)	\$120 (4 hours)	\$300 (4 hours)
Equestrian Arena			
Refundable Security Deposit/Cleaning Deposit	\$500	\$500	\$500
	\$365 (4 hour minimum)	\$292 (4 hour minimum)	\$730 (4 hour minimum)
	\$116 each additional hour	\$98 each additional hour	\$232 each additional hour
Camping	Standard Fees	Holiday Fees	Discount/Resident Fees
Equestrian	\$20 per site/nightly	N/A	N/A
RV/Tent	\$40 per site/nightly	\$60 per site/nightly	\$35/\$52.50 per site/nightly
Group Tent Area 1	\$60 nightly	\$90 nightly	\$55/\$82.50 per site/nightly
Group Tent Area 2	\$55 nightly	\$82.50 nightly	\$50/\$75 per site/nightly
Fishing	Standard Fees	Discount/Resident Fees	Night Fishing (summer only)
Adult	\$25 per person	\$22 per person	\$30/\$27 per person
Child (10 and under)	\$13 per person with paid adult		\$13 per person with paid adult
Program Fees	Resident Fee	Non-Resident	
<u>Youth Programs</u>			
After School Activities Program	\$28.75/\$32.50/\$35 weekly per person	N/A	
Kids Kamp	\$37 daily/\$138 weekly per person	\$2.00 additional (weekly only)	
<u>Contract Classes</u>			
Various classes for youth to adult	\$22-\$80 monthly per person	\$2.00 additional	
<u>Youth Sports</u>			
Winter/Summer Basketball (ages 5-17)	\$68/\$85 per person per season	\$2.00 additional	
Spring/Fall Volleyball (ages 9-17)	\$74 per person per season	\$2.00 additional	
Flag Football (ages 5-14)	\$75 per person per season	\$2.00 additional	
Open Gym Volleyball & Basketball	\$6 per person per session	N/A	

Hesperia Recreation and Park District

Master Fee Schedule

Fees will take effect July 1, 2023

Program Fees	Resident Fee	Non-Resident
<u>Adult Sports</u>		
Adult Softball (Spring, Summer, Fall)	\$340 per team per season	N/A
Open Gym Volleyball & Basketball	\$6 per person per session	N/A
Open Gym Pickleball	\$5 per person per session	N/A

Youth Sports Partners	Fees
YSP's Facility Use Agreements	\$3 per registered participant/\$10 an hour for sports field light use

Special Events - Vendor Fees	Non-Profit	Profit
Easter Egg Hunt	\$40 per space	\$80 per space
Movies in the Park	\$75 per space (5 nights)	\$245 per space (5 nights)
Bobcat's Summer Concert Series	\$60 per space (4 nights)	\$194 per space (4 nights)
Hesperia Fall Festival and Car Show	\$40 per space	\$80 per space
Christmas Tree Lighting Ceremony	\$40 per space	\$80 per space
Hesperia Days Rodeo	\$100 per space	\$100 per space
Hesperia Days Celebration	\$63 w/out electricity-\$80 w/electricity	\$76 w/out electricity-\$95 w/electricity
Booth with children games	Free	N/A

Hesperia Civic Plaza Park	Standard Fees	Discount/Resident Fees	Profit
Amphitheatre	\$1,000 (8 hours)	\$800 (8 hours)	\$2,000 (8 hours)

Additional fees will be applied for Portable Restroom Use

Lime Street Park	Standard Fees	Discount/Resident Fees	Night Fishing (summer only)
Covered Picnic Area (capacity 100)	\$150/ (4 hours)	\$120 (4 hours)	\$300 (4 hours)

Resident/Discounted rates apply to District Residents, Active Military, Veterans, First Responders, and standalone Non-Profit Organizations.

Must show proof to receive the Resident/Discounted Rates.

ORDINANCE NUMBER 2 (REVISED) FINE SCHEDULE

Section	Description	Fine with Admin. Fee
Section 1 A-C	Findings	
Section 2 A-B	Applicability	
Section 3 A-B	Use of District Parks; Violations	\$128.00
Section 4 A-B	Use of Public Restrooms; Violations	\$288.00
Section 5 A (1-4)	Consumption of Alcohol; Violations	\$160.00
Section 6 A-B	Littering in Parks	\$160.00
Section 7	Posting Notices Prohibited; Unofficial Advertisements	\$128.00
Section 8	Indoor and Outdoor Smoking Violations	\$160.00
Section 9 A-B	Violation of the Protection of District Property and Resources	\$288.00
Section 10 A (1-9)	Tennis/Pickleball Court Rules	\$96.00
Section 11 A-B	Disrupting the Public Peace	\$288.00
Section 12	Duplicating Keys Prohibited	\$160.00
Section 13 A-G	Animals	\$64.00
Section 14 A (1-2)	Amplified Music Prohibited	\$224.00
Section 15 A-B	Group Picnic/Park Use Permit Required	\$224.00
Section 16 A	Motor Vehicles Restricted to Parking Areas	\$192.00
B-C	Utilizing Facilities/Off-Road Vehicles	\$224.00
D	Handicap and Emergency Lane Parking	\$384.00
Section 17 A-E	Activities Not Permitted: Bicycle Riding, Skates, Skateboards, Golf, Tackle Football	\$64.00
F	No Model Airplanes, Rockets, Drones	\$128.00
G	Additional Activities Posted as Prohibited	\$160.00
Section 18 A	No Open Fires Permitted	\$512.00
B	No Fireworks Permitted	\$1,280.00
Section 19 A-B	No Collecting Admission or Selling Items	\$96.00

All fines are subject to an additional 28% administration fee.

**HESPERIA RECREATION & PARK DISTRICT
NOTICE OF PARKING VIOLATION**

1	4000(a) EXPIRED REGISTRATION	\$136.00
2	22500(c) PARKING IN RED ZONE	\$75.00
3	22500(i) PARKING IN A POSTED BUS ZONE	\$250.00
4	22500.1 PARKING IN FIRE LANE	\$75.00
5	22514 PARKING WITHIN 15 FEET OF FIRE HYDRANT	\$75.00
6	22507.8(a) PARKING IN SPACE DESIGNATED DISABLED	\$384.00
7	22507.8(b) OBSTRUCT/BLOCK ACCESS TO DISABLE PARKING STALL	\$250.00
8	22507.8(c) PARKING OVER BOUNDARY LINE/LOADING AREA OF DISABLED PARKING STALL	\$250.00
9	5204(a) NO CURRENT REGISTRATION TABS	\$108.00
10	5200(a) TWO PLATES REQUIRED	\$108.00
11	5200(b) ONE PLATE REQUIRED	\$108.00

PERSONNEL COSTS - See Calculation Below:

PERSONNEL COST CALCULATION

CALCULATE: Annual Salary (Hourly Rate x 2080 Hours/Year)
PLUS: \$2000 x 12 Months or \$600 x 12 Months (Medical Opt-out), *If Applicable*
EQUALS: Total Salary
PLUS: Annual Retirement (As per SBcera Rate Schedule) Calculate Using the Following Formula: Total Salary x Retirement Rate Schedule
PLUS: Annual Life Insurance (\$164.00), *If Applicable*
PLUS: Annual Medicare Costs (Annual Salary x \$0.0145), *If Applicable*
PLUS: Annual Workers Compensation Cost ((Annual Salary / \$100) x Class Rate), *If Applicable*
PLUS: Annual State Disability Insurance (Annual Salary x 0.9%), *If Applicable*
EQUALS: **Total Annual Salary and Benefit**

PRODUCTIVE HOUR CALCULATION

Total Annual Hours (2,080)
LESS: Vacation Pay
LESS: Sick Pay
LESS: Holiday Pay
EQUALS: **# of Annual Productive Hours**

TOTAL SALARY & BENEFIT PER HOUR

Total Annual Salary & Benefit
DIVIDED BY: **# of Annual Productive Hours**
EQUALS: **Total Salary & Benefit Hourly Rate**

Hesperia Area Recreation District Foundation

Proposed
FY23/24 Budget

General Administration

Revenue	\$	42,500.00
Services & Supplies	\$	(163,350.00)
Total	\$	(120,850.00)

Historical Preservation

Revenue	\$	200.00
Services & Supplies	\$	(6,850.00)
Total	\$	(6,650.00)

Foundation (Rick Novack Scholarships)

Revenue	\$	900.00
Services & Supplies	\$	(4,500.00)
Total	\$	(3,600.00)

Contract Classes

Revenue	\$	90,000.00
Services & Supplies	\$	(61,600.00)
Total	\$	28,400.00

Facility Rentals

Revenue	\$	150,000.00
Services & Supplies	\$	(25,000.00)
Total	\$	125,000.00

Special Events Total

Revenue	\$	45,350.00
Services & Supplies	\$	(354,550.00)
Total	\$	(309,200.00)

Hesperia Lake

Revenue	\$	595,000.00
Services & Supplies	\$	(436,000.00)
Total	\$	159,000.00

Youth Sports

Revenue	\$	91,250.00
Services & Supplies	\$	(43,300.00)
Total	\$	47,950.00

Sport User Group		
Revenue	\$	31,000.00
Services & Supplies	\$	(12,000.00)
Total	\$	19,000.00
Adult Sports		
Revenue	\$	35,350.00
Services & Supplies	\$	(10,000.00)
Total	\$	25,350.00
Skating		
Revenue	\$	48,000.00
Services & Supplies	\$	(18,000.00)
Total	\$	30,000.00
ASAP		
Revenue	\$	150,000.00
Services & Supplies	\$	(10,000.00)
Total	\$	140,000.00
Kids Kamp		
Revenue	\$	41,000.00
Services & Supplies	\$	7,000.00
Total	\$	48,000.00
Aquatics		
Revenue	\$	33,000.00
Services & Supplies	\$	4,000.00
Total	\$	37,000.00
Overall Revenue	\$	1,353,550.00
Overall Services & Supplies	\$	(1,134,150.00)
Grand Total	\$	219,400.00

**Hesperia Park and Recreation District
FY 2023-2024 Budget Recap by Fund**

Fund	Beginning Fund Balance	Plus:Revenues/ Reimbursements	Less: Salaries and Benefits	Less: Other Operating	Less: Capital Projects	Transfers In(+)/Out(-)	Projected Ending Fund Balance
Fund: 100 - MDD - General Fund	\$ 4,668,041	\$ 3,595,804	\$ 1,476,725	\$ 1,090,650			\$ 5,696,470
Fund: 110 - MDB - Park Center	478,534	72,000	-	36,200			514,334
Fund: 120 - MDC - Corona Bldg.	187,999	85,000	-	42,150			230,849
Fund: 130 - MDK - Hercules	106,898	200,000	-	145,250			161,648
Fund: 180 - Foundation Payroll (NEW FUND)	-		1,382,999			1,382,999	0
Fund: 200 - MDE - AD#1	2,444,839	2,224,590	1,525,051	2,239,777			904,601
Fund: 300 - MDZ - Developer's Fees	9,241,000				2,400,000		6,841,000
Fund: 401 - MDF - AD#2 Zone A	(9,074)	10,970		19,551	-	(2,425)	(20,080)
Fund: 402 - MDG - AD#2 Zone B	4,651	11,798		15,714	-	(2,216)	(1,482)
Fund: 403 - MDH - AD#2 Zone C	(18,635)	11,302		33,458	-	(2,722)	(43,512)
Fund: 404 - MDJ - AD#2 Zone D	77,996	16,339		14,709	-	(2,070)	77,556
Fund: 405 - MDM - AD#2 Zone E	(280)	1,218		2,434	-	(375)	(1,871)
Fund: 406 - MDI - AD#2 Zone F	(4,977)	3,271		7,303	-	(1,125)	(10,133)
Fund: 407 - MDL - AD#2 Zone G	2,055	4,985		7,268	-	(974)	(1,202)
Fund: 408 - MDN - AD#2 Zone H	14,480	13,116		15,041	-	(2,093)	10,463
Fund: 409 - MDO - AD#2 Zone I	(13,784)	615		973	-	(150)	(14,292)
Fund: 410 - MDQ - AD#2 Zone J	118,068	19,436		99,580	75,000	(3,553)	(40,629)
Fund: 411 - MDT - AD#2 Zone K	58,647	44,303		83,523	26,000	(8,288)	(14,862)
Fund: 412 - MDU - AD#2 Zone L	109,756	3,321		1,703	-	(262)	111,112
Fund: 413 - MDX - AD#2 Zone M	48,127	44,110		108,003	50,000	(7,872)	(73,637)
Fund: 414 - MEB - AD#2 Zone N	30,258	25,729		50,770	25,000	(3,681)	(23,463)
Fund: 415 - MEC - AD#2 Zone O	27,971	9,749		8,593	-	(1,278)	27,850
Fund: 416 - MEE - AD#2 Zone P	75,116	10,643		1,703	-	(262)	83,794
Fund: 417 - MEF - AD#2 Zone Q	46,781	13,498		13,258	-	(1,898)	45,123
Fund: 418 - MEI - AD#2 Zone R	42,190	5,995		3,402	-	(2,372)	42,411
Fund: 419 - MEK - AD#2 Zone S	36,958	14,237		19,565	-	(2,765)	28,865
Fund: 420 - MFT - AD#2 Zone T	114,267	67,813		176,262	100,000	(10,229)	(104,410)
Fund: 421 - MFU - AD#2 Zone U	28,082	4,632		4,639	-	(624)	27,451
Fund: 422 - MFV - AD#2 Zone V	110,480	6,748		55,559	50,000	(821)	10,848
Fund: 423 - MFW - AD#2 Zone W	429,704	235,273		485,275	200,000	(52,012)	(72,310)
Fund: 424 - MFX - AD#2 Zone X	6,893	948		1,217	-	(187)	6,437
Fund: 425 - MFY - AD#2 Zone Y	30,080	10,473		10,062	-	(1,402)	29,089
Fund: 426 - MFZ - AD#2 Zone Z	58,024	10,154		5,157	-	(698)	62,323
Fund: 431 - MHA - AD#2 Zone A1	35,077	15,926		17,435	-	(2,440)	31,128

Fund: 432 - MHB - AD#2 Zone B1	30,542	6,714	5,751	-	(779)	30,726
Fund: 433 - MHC - AD#2 Zone C1	35,789	7,657	7,983	-	(1,134)	34,329
Fund: 434 - MHD - AD#2 Zone D1	11,294	7,966	8,608	-	(1,203)	9,448
Fund: 435 - MHE - AD#2 Zone E1	50,099	10,054	7,035	-	(412)	52,706
Fund: 436 - MHF - AD#2 Zone F1	5,624	138	-	-	-	5,762
Fund: 437 - MET - AD#2 Zone G1	43,367	5,896	4,301	-	(591)	44,371
Fund: 438 - MEU - AD#2 Zone H1	16,484	1,546	1,888	-	(279)	15,863
Fund: 439 - MEV - AD#2 Zone I1	1,260	28	3,407	-	-	(2,119)
Fund: 440 - MEW - AD#2 Zone J1	57,336	3,096	14,128	-	(525)	45,779
Fund: 441 - MEX - AD#2 Zone K1	69,853	23,718	17,044	-	(1,919)	74,609
Fund: 442 - MFN - AD#2 Zone L1	29,134	19,625	14,672	-	(2,372)	31,715
Fund: 443 - MFO - AD#2 Zone M1	16,167	289	-	-	-	16,456
Fund: 444 - MFQ - AD#2 Zone N1	9,088	112	-	-	-	9,200
Fund: 445 - MFR - AD#2 Zone O1	1,153	28	-	-	-	1,181
Fund: 446 - MFS - AD#2 Zone P1	843,083	8,866	4,137	-	(637)	847,175
Fund: 447 - MGC - AD#2 Zone Q1	619	74	-	-	-	693
Fund: 448 - MGD - AD#2 Zone R1	32,707	12,163	15,570	-	(2,166)	27,134
Fund: 449 - MGE - AD#2 Zone S1	465	33	-	-	-	498
Fund: 450 - MGF - AD#2 Zone T1	388	13	-	-	-	401
Fund: 451 - MGG - AD#2 Zone U1	18,915	12,061	14,050	-	(1,966)	14,961
Fund: 452 - MGH - AD#2 Zone V1	700	15	-	-	-	715
Fund: 453 - MGI - AD#2 Zone W1	1,056	17	-	-	-	1,073
Fund: 454 - MGJ - AD#2 Zone X1	622	14	-	-	-	636
Fund: 455 - MGK - AD#2 Zone Y1	52,890	1,092	4,575	-	(683)	48,724
Fund: 461 - MGM - AD#2 Zone A2	28,681	6,037	4,898	-	(150)	29,669
Fund: 462 - MGN - AD#2 Zone B2	(805)	572	731	-	(113)	(1,078)
Fund: 800 - Foundation	2,680,686	1,353,550	1,134,150		(1,382,999)	1,517,087

**Hesperia Park and Recreation District
FY 2023-2024 Salary and Benefits Recap**

Salaries and Benefits - Recap

Account No.	Description	General Fund	AD#1	Foundation Payroll	Total	Full Time	Casual	Other	Total
XXX-61200-00-XX	Regular salary	717,665	696,095	431,755	1,845,515	1,845,515			\$ 1,845,515
XXX-61220-00-XX	Casual salary	129,846	245,612	633,197	1,008,655		1,008,655		1,008,655
XXX-61250-00-XX	Overtime	-	-	-	-				-
XXX-61300-00-XX	On Call	-	-	-	-				-
XXX-61350-00-XX	Cell Phone/Vehicle allowance	731	731	731	2,192	2,192			2,192
XXX-61500-00-XX	FICA and Medicare taxes	12,289	13,654	15,442	41,385	26,760	14,626		41,385
XXX-61530-00-XX	State disability insurance-Employer paid	7,938	8,656	9,701	26,294	17,217	9,078		26,295
XXX-61550-00-XX	Unemployment insurance	80,000	-	-	80,000			80,000	80,000
XXX-61600-00-XX	Workers compensation insurance	16,325	87,619	45,655	149,599	95,372	54,226		149,599
XXX-61700-00-XX	Employee Health insurance	259,911	204,945	75,814	540,670	540,670			540,670
XXX-61750-00-XX	Life insurance	1,578	2,427	1,121	5,127	5,127			5,127
XXX-61760-00-XX	Dental & Vision Insurance	22,029	20,330	6,862	49,221	49,221			49,221
XXX-61800-00-XX	Members retirement	218,957	236,963	145,400	601,320	601,320			601,320
XXX-61810-00-XX	OPEB other post-retirement benefits	-	-	-	-				-
XXX-61820-00-XX	Deferred comp District paid	6,015	2,859	4,290	13,165	13,165			13,165
XXX-61830-00-XX	PARS District paid	3,440	5,160	13,032	21,632	1,460	20,172		21,632
Total		1,476,725	1,525,051	1,382,999	4,384,774	3,198,018	1,106,757	80,000	\$ 4,384,774

Italics mean new account

HESPERIA RECREATION AND PARK DISTRICT

PARK RANGER DEPARTMENT

Proposed Agreement

Data Ticket, Inc.

2603 Main Street, Suite 300

Irvine, CA 92614

(949) 428-7241

Email: ClientServices@DataTicket.com





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1	Executive Summary
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SUMMARY OF ADDITIONAL CITATION SERVICES

Prepared on May 25, 2023

INTRODUCTION

Data Ticket, Inc. has been serving the Hesperia Recreation and Park District Park Ranger Program (HRPD) in parking citation processing, collection and other related services.

SUMMARY

The HRPD Park Rangers is requesting an additional citation book printed to include applicable HRPD parking code and California Vehicle Code (CVC) violations.

PREPARATION

Aside from requesting approval from the HRPD Board of Directors for the amended Scope of Services and Performance Agreement between HRPD and Data Ticket, Inc., the Chief Park Ranger will be assigning his staff to conduct a survey of all HRPD facilities to ensure the restricted parking areas, including, but not limited to handicapped parking, fire zones, time limited parking, and other applicable restricted parking zones signs, erected and painted meets current standards as prescribed by law.

This is mandatory and a prudent for the Park Rangers to complete in the event an alleged violator challenges the citation.

The Chief Park Ranger has already requested from the Operations Manager for additional funding for parking signs and painting restricted parking areas in the new fiscal year budget.

REIMBURSEMENT

From receiving the payments from the citations issued, HRPD will be reimbursed for the cost of man hours required to conduct the survey, citation processing, citation collection, erecting and painting of signs in restricted parking stalls/area that will meet current standards as prescribed by law.



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EXECUTIVE SUMMARY

Data Ticket, Inc. is a California Corporation that provides parking citation processing and collection services, administrative review and hearing coordination, permit sales and processing, accounting services, customer service and a web-based solution that manages the entire process. Data Ticket has been providing these services for Cities, Counties, Universities, Districts and other Public entities nationwide for over 30 years. Data Ticket was incorporated in California in 1989. We provide expertise to ensure that citations get processed and collected in a timely manner for over 400 Agencies, nationwide.

Data Ticket is located in Irvine, California and employs 52 full time individuals. Our offices are always open to our clients and we encourage in-person communication on a regular basis. Data Ticket, Inc. is a California certified Small Business Enterprise and a California certified Woman-Owned Business Enterprise.

Data Ticket fully understands we are in a service industry that we consider our Client's acceptance of our software and services paramount to our success. When we partner with each Client, the goal is to ensure that each Client is treated as a unique entity, that our Client's Patrons are treated with respect and care, and that our Clients gain compliance and realize increased revenue collection through our comprehensive parking management program.

We attribute much of our success to the fact that our Clients and their Patrons are always treated politely and professionally. Providing easy, clear access for our Clients and their Patrons is of primary importance because it encourages communication between all interested parties, transparency in the data processing for our Clients and prompt payment by Patrons.

Our web-based Solution provides patrons with access to lookup their citation(s), pay for their citation(s), get specific information about their citation(s), appeal their citations and attach supporting documentation and print a receipt; all online, all via real-time data. In addition, the Agency's Patrons will have access to a toll-free, bi-lingual customer service department who will answer general and specific questions about each citation and will accept payment over the phone via a real-time interface. Finally, patrons will also be able to submit payment and appeals to the Agency or to Data Ticket via mail or in person at the Agency's preferred location. All of the types of access we allow are intended to make the process simple for the Agency's patrons so they pay their citations in a timely manner.

Access to the data for Agency Staff is equally as important as is access for the Agency's Patrons. Our Solution provides online access to our Clients to lookup citations, enter notes on citations, process voids, dismissals, reductions, refunds, refund requests, view online reports, print receipts and process and review the adjudication process. Each capability is provided based on the level of access each person is granted.

Data Ticket allows for real-time processing of payments via VISA, MasterCard, Discover, and American Express. Credit/debit card payments are accepted online, via phone with a customer service representative or using our state of the art IVR system or via paper.



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Website payments are updated in the system real-time, as soon as they are authorized and accepted by the bank. Payments are immediately updated to the citation records and receipts can be printed verifying payment for the payer.

Data Ticket's Solution is Payment Card Industry (PCI) certified and our Solution is subjected to both quarterly, scheduled scans of our database as well as unscheduled scans, thus providing the ultimate security for our Clients as well as their patrons.

Our Solution offers all adjudication services via our online appeals website. We allow patrons to place their citations on hold and submit their full explanation and attach backup documentation via the web. This allows patrons to appeal their citation(s) online only if they are eligible to appeal based on the rules set forth by each Agency and the State of California. Once the appeal is submitted, either online or via U.S. Mail, our Solution processes the request and makes it immediately available for an Administrative Review Disposition or it is immediately available to be scheduled for an Administrative Hearing with a certified, independent hearing officer. These individuals review or hear the cases and enter judgments that automatically mark the citation and generate written notification of the results. This notification informs the appellant of the decision and provides additional information if the individual wishes to continue his/her appeal and/or refund information and/or court filing instructions, depending on the appeal decision.

Our Solution provides an Online Reporting capability that allows our Clients to generate and print real-time and month-end reports via the web. These reports can be saved to a network, PC or external drive, copied into Excel for additional manipulation as the Agency wishes or they can simply be viewed. These reports are available to the Agency as long as the Agency is a Client. In addition, when the Agency needs ad hoc reports or additional data, Data Ticket will provide those at no cost.

Data Ticket is experienced at working backlog and delinquent citations, which all agencies seem to have. We have years of experience collecting from "old databases and citations", and we do it carefully and professionally, with the utmost care given to the agency image and collection attitude. Since 2002, Data Ticket, Inc. has been offering additional collections through the Franchise Tax Board's Interagency Intercept Program on behalf of our Clients in order to provide an additional opportunity for collection of delinquent California debts. Many of our agencies have been participating in this program since we began offering this interface and they have all been impressed with the return-rate on collections from this submission.

On behalf of Data Ticket, thank you for the opportunity to provide Parking Citation Processing Collections, Services and Technology as well we excellent Client and Customer Service!



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PROPOSAL FOR THE HESPERIA RECREATION & PARKS DISTRICT

Manual Parking Citation Processing: **\$0.60**

Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

Electronic Parking Citation Processing: **\$0.50**

Services for the above-mentioned items include:

- Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

Courtesy Notice: **\$0.75**

Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper and provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This cost will increase as the US Postal Service increases the 1st Class postage rate
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual.

Out-of-State Collections: **25% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs; should the Agency have an assigned ORI, Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
- This fee is not combined with any other contingency fee. For example, if a citation is rolled to a delinquent status, only 25% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the Agency does not owe this fee.



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Delinquent Collections:

25% of revenue collected

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, or when a second (2nd) notice is sent if sooner than ninety (90) days, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- In addition to the Courtesy Notice, three Delinquent Notices will be sent to the registered owner
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred

Franchise Tax Board Processing - Optional

SSN Look-up

\$2.45 per SSN

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- This charge is charged per unique SSN, not per citation

FTB Collections

15% of revenue collected

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail



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PROPOSAL FOR THE HESPERIA RECREATION & PARKS DISTRICT

Adjudication:

1st Level Review Hold & Scanning of Review Request **\$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution so it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

1st Level Review Disposition Letters **\$0.85 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

2nd Level Hearing Hold, Scanning and Scheduling of Hearing **\$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so that it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

2nd Level Hearing Officer - Optional **\$85.00 per hour**

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read, and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County

2nd Level Hearing Schedule & Disposition Letters **\$0.85 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday – Friday



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PROPOSAL FOR THE HESPERIA RECREATION & PARKS DISTRICT

- **Acceptance and Scanning of Indigent Payment Plan Requests (Approval/Denial by Data Ticket)** **\$5.00 per request**

OR

- **Accepting and Scanning of Indigent Payment Plan Requests (Approval/Denial by City)** **\$2.00 per request**

AND

- **Indigent Payment Plan/Denial Letters** **\$0.85 per letter**

Additional Correspondence **\$0.85 per letter**

- Printing & Sending daily
- Electronic attachment to the citation
- Windowed #10 envelope and return #9 envelope

Joint / Escrow Banking Services - Optional **\$150.00 per month**

Services for the above-mentioned item include:

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

Charge-backs and NSF's - Optional **\$3.00 per issued instance**

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

Refunds - Optional **\$8.00 per issued instance**

- Data Ticket will process refunds when notified of each need
- In the event the Agency utilizes Joint Banking Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

Monthly Minimum **\$200.00**

- A minimum fee of \$200.00 will be charged on a monthly basis if services do not reach this level (not inclusive of the Joint/Escrow Banking Services fee)



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PROPOSAL FOR THE HESPERIA RECREATION & PARKS DISTRICT

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – *There will be NO CPI increases for the duration of the agreement.*



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PROPOSAL FOR THE HESPERIA RECREATION & PARKS DISTRICT - SERVICES INCLUDED AT NO ADDITIONAL COST

Online Access for the Agency's Patrons: **Included**

The Agency's Patrons will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1st Level Administrative Review and attach up to three documents supporting their position
- Request a 2nd Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff: **Included**

Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information



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PROPOSAL FOR THE HESPERIA RECREATION & PARKS DISTRICT - SERVICES INCLUDED AT NO ADDITIONAL COST

Reporting: Included

- Data Ticket offers 36 reports online as well as a Customized reporting application for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing: Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

Registered Owner Information: Included

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide through the NLETs service
- Access to this system requires the use of the County's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state data
- Turnaround time for acquisition of out of state registered owner information using NLETs is same day

CA DMV Holds and Releases: Included

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made



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PROPOSAL FOR THE HESPERIA RECREATION & PARKS DISTRICT - SERVICES INCLUDED AT NO ADDITIONAL COST

Customer Service: Included

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review.
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Web Presence: Included

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online
- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

Conversion: Included

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner



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PROPOSAL FOR THE HESPERIA RECREATION & PARKS DISTRICT – FEES ASSESSED TO THE PATRON

Credit / Debit Card Processing **\$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, www.CitationProcessingCenter.com, via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged \$3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single \$3.50 fee

Payment Plan Processing **\$15.00 per transaction**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

Credit Card Chargeback Processing **\$33.50 per transaction**

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback
- No fee will be charged to the Agency

April 24, 2023

We look forward to working with you and the Hesperia Recreation and Parks District in processing Parking Citations! Data Ticket excels in client service and support and is eager & excited to begin work on your behalf. Our methods are efficient and effective, and we look forward to achieving maximum revenue for you and the Agency as well as providing excellent Client & Customer service.

The following items are needed to set your Agency up seamlessly:

1.	Manual Citation	Please send a copy of the manual citation (if applicable) & we will provide updated payment/appeal/inquiry information for your citations. We are happy to provide a quote for printing new citation books.
2.	Bail Schedule	<ul style="list-style-type: none"> • In excel with the following columns: the municipal code #, violation description (in 40 characters or less, including spaces), and the corresponding violation/bail amount • Any penalties added to the original bail amounts and when they are applied (the timing) • Effective Date of your Bail Schedule
3.	Noticing	<p>A detailed overview of the timeline to be followed when sending notices to citizens on behalf of the Agency: We will send 1 Daily Notice – how many days after the cite is issued do you wait to send a 1st Notice? <i>Our recommendation is Cite Date + 21 Days.</i> DMV Hold - <i>Data Ticket recommends placing a DMV Hold at Day 63 (Notice 1 date + 42 days)</i> 3 Delinquent Notices – <i>We typically send a 1st Delinquent Notice at Notice 1 + 69 days (Day 91) place a DMV Hold at Day 63 (notice 1 date + 41 days). We will then follow up with a 2nd Delinquent Notice at Notice 2 + 30 days (day 121) and a 3rd Delinquent Notice at Notice 3 + 30 Days (day 151).</i> Please let us know if you want to change the timing. 1 Franchise Tax Board Notice (if you choose to participate) – sent after the cite is on DMV hold for approximately 9 months.</p>

2603 Main Street
Suite 300
Irvine, CA 92614
949.752.6937
fax: 949.281.3195
www.DataTicket.com

4.	DMV Registered Owners	ORI or S-ORI Number (Typically a 9-digit code beginning with 2 letters followed by 7 numbers)
5.	Officers	List of Officer Names and Badge Numbers – excel spreadsheet
6.	Finance	<p>Will the Agency opt for an In-Trust Account with Data Ticket? I have attached documentation on the benefits of the In-Trust Account. We deposit daily & bank with Citibank.</p> <p>OR</p> <p>The other option is to utilize the Agency's Current bank. Data Ticket's bonded courier service deposits daily to B of A, Bank of the West, Chase, Wells Fargo, Union Bank and bi-weekly to Citizen's Bank & US Bank. If the Agency banks with a local bank not listed, Data Ticket will mail deposits via certified mail – postage will apply. If the Agency decides to use their current bank, please confirm the bank name. We will need an endorsement stamp and deposit slips mailed to us. <i>(If you are proceeding with In-Trust Account, go to question 9)</i></p>
7.	Finance	<p>If you select to use your existing Agency's Bank Account & forego with an In-Trust Account (with Data Ticket), the Agency will be responsible for paying the Monthly Surcharges that are due to the County & State. A monthly report that totals the surcharges can be found under the "Pre-Processed Reports" & is called the "Citation Revenue Tax Report". Scroll to the bottom of the report & you will see the total due to the County/State. This will be covered in the training.</p> <p>If you select the In-Trust Account, Data Ticket will pay the Agency's monthly surcharges on your Agency's behalf out of the In-Trust Account.</p>
8.	Finance	<p>If you select to use your existing Agency's Bank Account & not go with an In-Trust Account (with Data Ticket), you will be responsible for sending out Refunds. This report can be found under the "Standard" Reports & is called the "Refund Request Report". You will need to communicate the refund has been processed so we can then take it off the Refund Request Report.</p>

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		If you select the In-Trust Account, Data Ticket will process all refunds each Friday (w/ the exception of the last Friday of the month) & take them off the Refund Request report.
9.	Finance	Financial Contact – to whom the monthly invoice should be directed to-- Name, Email, Phone #; Will you accept an emailed invoice?
10.	Finance	Return Check Fee Amount (NSF charge)
11.	Finance	If an NSF has been received, our business rule would be to apply all applicable penalties and place a DMV hold immediately (pending the first notice has been sent). Please confirm whether the Agency would like to proceed with this business rule.
12.	Finance	If an NSF has been received, our business rule would be to apply all applicable penalties and place a DMV hold (pending the first courtesy notice has been sent). Please confirm and/or state whether the Agency would like to postpone the DMV hold until day 63 (per item #3 of these questions) if the NSF takes place before day 63.
13.	Finance	Payment Location- Does the Agency accept payments, and if so, where? (for our Customer Service Reps to convey to your Patrons)
14.	Finance	Please confirm you will be the contact on the FTB paperwork.
15.	Finance	Please note, if you elect to participate in FTB, you will receive an initial invoice for the number of SSN requests we make for eligible citations, please send to Data Ticket as we will pay this on your behalf.
16.	Finance	Tax ID Number
17.	Adjudication	Reviews – Please confirm the Agency will perform 1 st level reviews and Data Ticket will print & send letters. The first level reviews will be done online through our application.
18.	Adjudication	Hearings – Please confirm if you will utilize Data Ticket’s independently contracted hearing officers? If not, we will need the hearing officer’s name, email and phone number. Additionally, we will need the signature sent on a blank piece of paper so we can upload it to our system. When they enter a hearing disposition the hearing officer’s name will print on the letter sent.

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		Please confirm Data Ticket will schedule, print & send both the hearing schedule and hearing disposition letters.
19.	Adjudication	<p>If Data Ticket Schedules Hearings for you: Please confirm whether you would like all hearings to be scheduled at one start time or whether they should be scheduled at intervals. Please confirm if there is a preferred day of each month you would like your hearings scheduled. What time would you prefer to begin your Hearings? Where will your Hearings take place, i.e. address/room #, etc.</p>
20.	Adjudication	<p>Hearing Types- Please confirm whether you will allow in-person, written, zoom and phone hearings. Per CVC, in-person and written options are required.</p>
21.	Adjudication	Does your Agency participate in the \$25.00 Handicap Admin Fee Sign Off (CVC 40226)? Must the citation go through the appeal process to reduce the amount to \$25.00
22.	Adjudication	If we receive an appeal request and the appellant includes a certified affidavit of non-liability , and the appeal request is late, would you like Data Ticket to place the citation on a "hold" within the system for the Agency to review OR would you like us to send a "Time Expired" letter?
23.	Release of Liability (ROL)	Data Ticket will scan and attach all received ROL's and place the citation on a first level review hold for the Agency to then process a "Letter of Non-Responsibility" letter through our solution and either update or remove the Responsible Party. Once done, Data Ticket will print and send this letter. The Agency can also send an email to our Operations Dept. with the updated RP information to update the citation. This will be covered in training.
24.	Operations	Other Key Contact names, emails, phone #'s – IT, Finance, Records etc.
25.	Operations	Does your Agency currently have a hardship waiver ? If so, please send a copy. Where can a citizen procure this waiver?
26.	Operations	Does your Agency go by the Postmark date OR Received date for payments/appeals?

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27.	Operations	Please confirm if you allow citizens to be set up on a Regular Payment Plan if requested through our Customer Service Department (there is a small fee to the Citizen)? We allow a payment plan for any amount owing of \$100.00 or more if so.
28.	Operations	Please confirm whether the Agency will oversee the indigent payment plans or whether you would like Data Ticket to do so.
29.	Operations	Please confirm who the “Administrator(s)” should be for your Agency? This individual will have the ability to create new users, add & amend access for users as well as to re-send a new password and disable a user’s credentials for our web-based solution
30.	Operations	Please confirm the “departments” the Agency would like to add under the administrative account. Your Agency will be able to report not only at the “department” level, but also the “Agency” level. To add multiple departments, we will need a distinguishing factor such as badge number per department, violation issue by department OR we can add a check box to the citation for the officer to select when issuing the citation.
31.	Operations	<p>Client Login Users- list of individual’s names and emails that will need online Access.</p> <p>Access Options (please specify access by user):</p> <ol style="list-style-type: none"> 1. Citation Look Ups 2. Reports 3. Cite Changes (Dismissals, Editing Cite, Etc.) 4. Payments (entering payments, setting up payment plans, etc.) 5. Adjudication – Performing/Reviewing 1st level Reviews/2nd Level Hearings 6. Permit Application (if applicable) 7. Maintenance – (Administrator Rights) <p><i>Example: Freddy Finance (FFinance@DTI.com)- 1, 2, & 4</i></p>
32.	Operations	Data Ticket will not store hard copies of any documentation. Please note we will scan and save all documents including citations within our network for as long as you are a Client. Please let us know if this is an issue.

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33.	Operations	When we receive a " Bad Address " from the NCOA (National Change of Address), we typically apply all penalties & place a DMV Hold. If you do NOT want us to follow this process, please let us know what process should be followed.
34.	Operations	Does your Agency have a \$10.00 fix it ticket sign off fee (CVC 40225) ? If the amount is not \$10.00, please specify.
35.	Operations	Please note we have a "Make Mismatch" report online that will provide information on the citations that returned as a make mismatch. If this occurs, Data Ticket will place the citation on a hold and will not send any notices until the citation has been updated. It is the responsibility of the Agency to "edit" the make mismatch in the system or request that Data Ticket does so. From here the citation will be taken off the make mismatch the processing will resume including sending notices, applying applicable penalties, etc. Data Ticket can oversee this process for you as long as the citation was issued by a handheld unit and the officer took a picture of the back of the vehicle. If interested, please confirm we will provide the fee for the service.
36.	Operations	Please confirm if you would like any of the following letters to be sent as applicable. These would fall under the "additional correspondence" item of the fee schedule. <ul style="list-style-type: none"> • Fled Letter (Drive Off Notice) • Overpayment Letter • Partial Payment Letter • Letter of Correction
37.	Operations	Any additional Special Business Rules that we should be aware of?
38.	Integrations	Please provide any integrations needed as well as contact for the vendors, i.e., Flowbird, LPR, etc.

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39.	Customer Service	Should a Customer Service Call continue to escalate with an upset citizen, how would you like us to proceed? <i>Our Customer Service Manager can email the Agency as an FYI, provide the citizen with a general number for your Agency, etc.</i>
-----	------------------	--

Thank you!
Client Services

**HESPERIA RECREATION & PARK DISTRICT
NOTICE OF PARKING VIOLATION**

- 1___4000(a) EXPIRED REGISTRATION\$136.00

- 2___22500(c) PARKING IN RED ZONE\$75.00

- 3___22500(i) PARKING IN A POSTED BUS ZONE \$250.00

- 4___22500.1 PARKING IN FIRE LANE \$75.00

- 5___22514 PARKING WITHIN 15 FEET OF FIRE HYDRANT.....\$75.00

- 6___22507.8(a) PARKING IN SPACE DESIGNATED DISABLED.....\$384.00

- 7___22507.8(b) OBSTRUCT/BLOCK ACCESS TO DISABLE PARKING STALL.....\$250.00

- 8___22507.8(a) PARKING OVER BOUNDARY LINE/LOADING AREAOF DISABLED PARKING STALL\$250.00

- 9___5204(a) 520000 NO CURRENT REGISTRATION TABS.....\$108.00

- 10___5200(a) TWO PLATES REQUIRED.....\$108.00

- 11___5200(b) ONE PLATE REQUIRED.....\$108.00

No. 33819

CITY OF HESPERIA

NOTICE OF PARKING VIOLATION

 Code Enforcement
 Police Dept.
 School Police

VEH LIC.		STATE			EXP. DATE		
VIN#							
MAKE		MODEL			COLOR		
DATE ISSUED	MONTH	DAY	YEAR	TIME	A.M. P.M.	DAY OF WEEK	
			20				
LOCATION:							

HESPERIA MUNICIPAL CODE VIOLATIONS BAIL AMOUNT

		1	2	3
1	HMC 16.20.085(C) Vehicle for Sale - Vacant Parcel	\$100	\$200	\$500
2	HMC 10.08.090(A) Vehicle for Sale - Right of Way -	\$100	\$200	\$500
3	HMC 10.08.090(C) Vehicle Supporting Sign	\$100	\$200	\$500
4	HMC 16.20.090H(3a) Commercial Vehicle Parking-Right of Way	\$100	\$200	\$500
5	HMC 16.20.090H(3c) Commercial Vehicle Parking - within 100 ft of an intersection	\$100	\$200	\$500
6	HMC 16.20.090H(2a) Commercial Vehicle Idling over 5 Minutes	\$100	\$200	\$500
7	HMC 16.20.090H(2c) Commercial Vehicle Refrigeration Unit Running	\$100	\$200	\$500
8	HMC 16.20.095E Commercial Vehicle in Vacant Lot	\$100	\$200	\$500
9	HMC 16.20.095F Commercial Vehicle on Street	\$100	\$200	\$500
10				

CALIFORNIA VEHICLE CODE VIOLATIONS

PENALTY

1	4000(a)	EXPIRED REGISTRATION	136.00
2	22500(c)	PARKING IN RED ZONE	20.00
3	22502(a)	RIGHT HANDED PARALLEL PARKING	20.00
4	22500(f)	PARKING IN A POSTED BUS ZONE	250.00
5	22500.1	PARKING IN FIRE LANE	20.00
6	22514	PARKING WITHIN 15 FEET OF FIRE HYDRANT	20.00
7	22507.8(a)	PARKING IN SPACE DESIGNATED DISABLED	275.00
8	22507.8(b)	OBSTRUCT/BLOCK ACCESS TO DISABLED PARKING STALL	250.00
9	22507.8(c)	PARKING OVER BOUNDARY LINE/LOADING AREA OF DISABLED PARKING STALL	250.00
10	5204(a)	NO CURRENT REGISTRATION TABS	108.00
11	5200(a)	TWO PLATES REQUIRED	108.00
12	5200(b)	ONE PLATE REQUIRED	108.00
13			

IMPORTANT LATE FEE: Failure to pay bail amount within twenty-one (21) days will result in a late fee of double the bail amount.

OFFICER'S SIGNATURE

BADGE NO.

NOTICE:

Mail a check or money order payable to **City of Hesperia** (DO NOT SEND CASH) to:

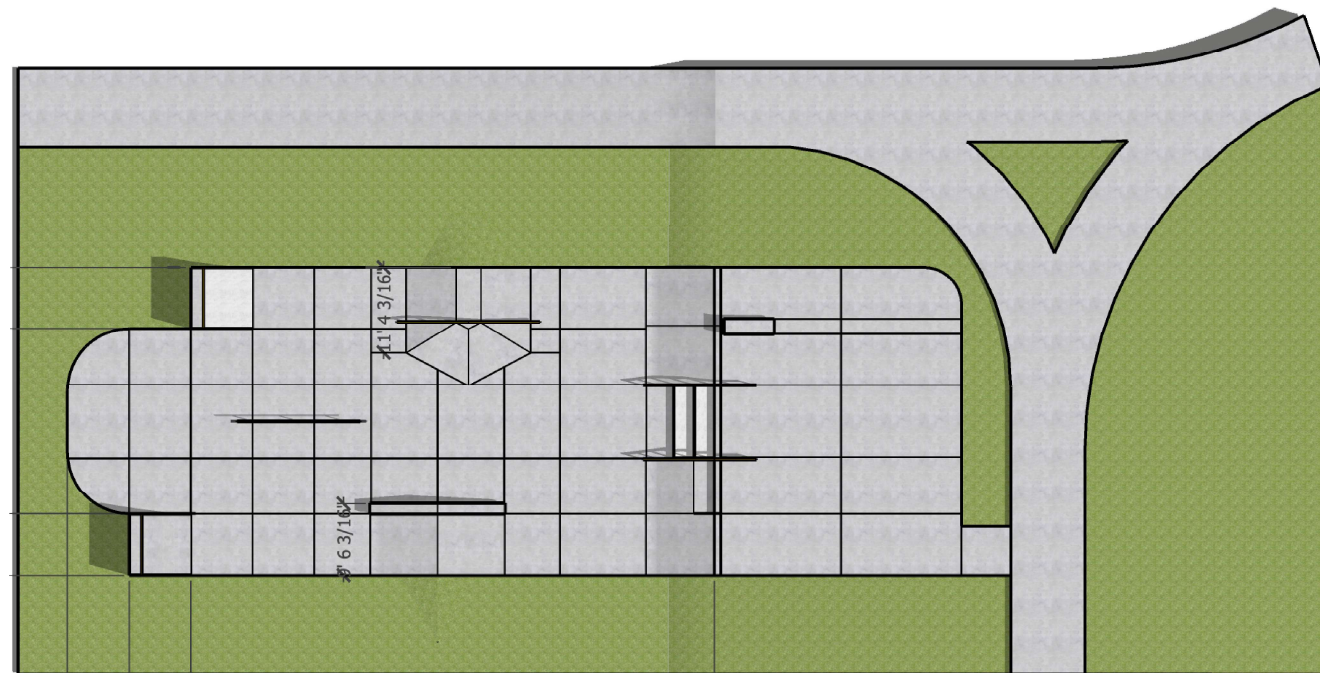
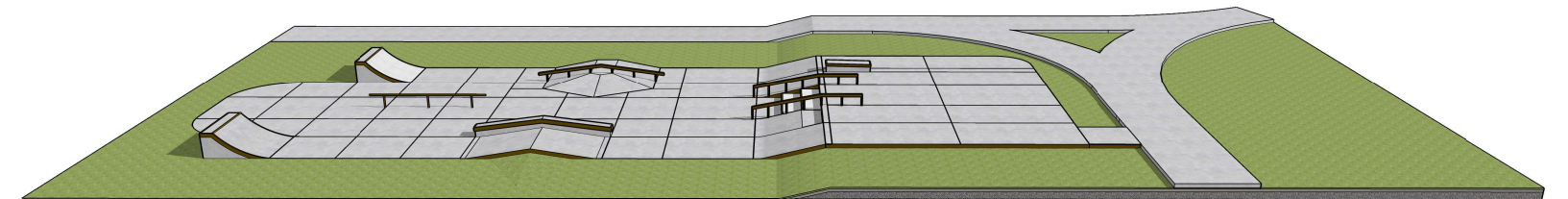
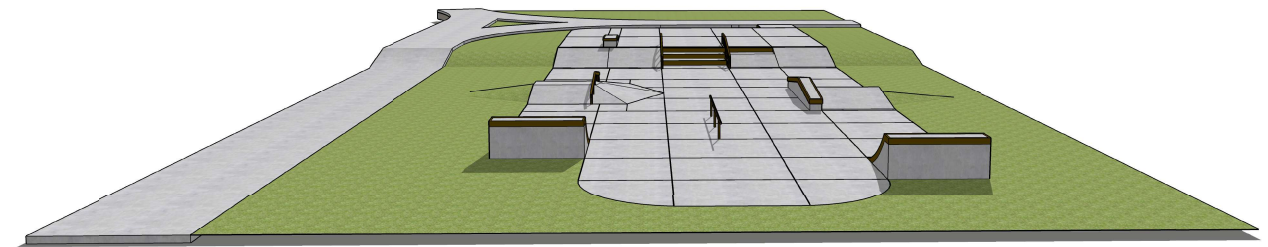
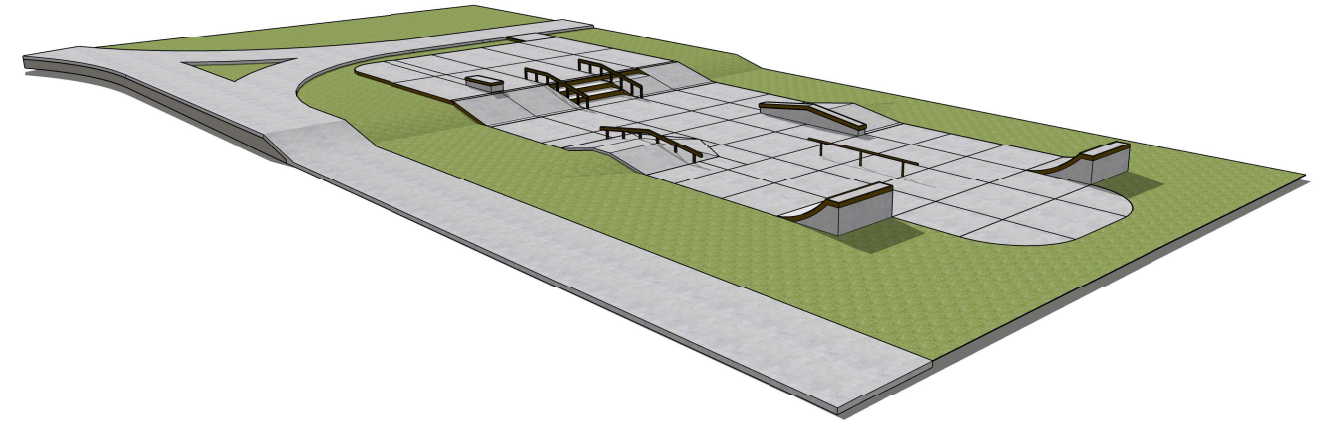
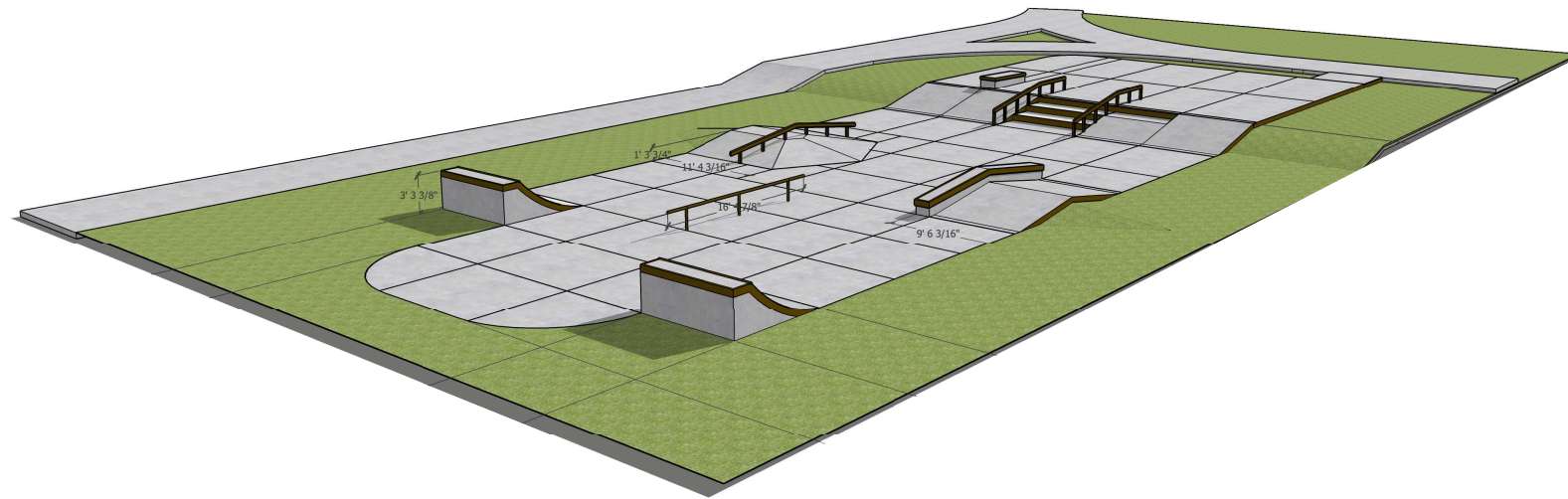
CITY OF HESPERIA C/O CITATION PROCESSING CENTER

PO BOX 10479

NEWPORT BEACH, CA 92658-0479

If you wish to contest this citation, you must do so within twenty-one (21) days of issuance of the citation, otherwise the late penalty will be double the bail amount. For questions or to contest the citation call; 800-989-2058 or go to www.CitationProcessingCenter.com Failure to pay the bail or contest the citation within twenty-one (21) days will result in the above penalty, as well as, civil action being taken, and a notice sent to DMV, causing a refusal to renew registration of the vehicle until this citation is cleared.

11/12



4684 SF



PREPARED FOR

Kyle Woolley

Hesperia Recreation and Park District

kwoolley@hesperiaparks.com

04/11/2023

Hesperia Recreation and Park
District - Palm Street Park - Skate
Park

Project Number 1-1-28533

CMAS: 4-20-78-0089C

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-1-28533
To: Hesperia Recreation and Park District
9700 7th Avenue
Hesperia
California
92345

Date: April 11, 2023
Terms: Net 30
CMAS: 4-20-78-0089C
Base Contract: February 10, 2025
Contract Terms: Feb 26, 2020 - Feb 10, 2025

c/o: Hesperia Recreation and Park District
RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@theKYAgroup.com
Site: Hesperia Recreation and Park District
Address: 9700 7th Avenue
92345

Site Qualifications and General Scope of Work

DIR # 1000003379

Priced per CMAS- KYA GSA- (4-20-78-0089C)

Scope:
- Proposed per Concept B

Proposal excludes the following:

- Site Signage
- Site Furnishing
- Electrical
- Lighting
- Concrete or asphalt work not mentioned above
- Excludes Irrigation not mentioned above
- Maintenance and maintenance equipment not mentioned.
- Engineering, surveying, inspection, or permit fees.
- Any Testing for Irrigation, soil, or anything not mentioned.
- Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
- Traffic/pedestrian control and street sweeping services.
- Stormwater pollution prevention plan.
- Permanent Fencing
- Any work not specifically listed above

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-1-28533



SCOPE OF WORK - PRICING

Hesperia Rec & Park- Palm Street Park - Skate Park	Quantity	U/M	Price	Value
<u>RMIXCON - READY MIX CONCRETE</u>	620.00	CY	\$217.61	\$134,918.20
<u>BAR4 - BAR #4 -</u>	979.00	EA	\$6.79	\$6,647.41
<u>CONPUM - CONCRETE PUMP</u>	60.00	EA	\$409.06	\$24,543.60
<u>SUNDRIES - SUNDRIES</u>	10.00	EA	\$654.48	\$6,544.80
<u>Specialty Equipment Service</u>	4.00	EA	\$1,973.13	\$7,892.52
<u>General Laborer Material Handler Level 1 Cement</u>	250.00	HRS	\$88.79	\$22,197.50
<u>Mason Journeyman</u>	650.00	HRS	\$128.25	\$83,362.50
<u>Quality Control Supervisor</u>	100.00	HRS	\$147.98	\$14,798.00
<u>Bonding Fee</u>	1.00	EA	\$3,610.85	\$3,610.85
			Total Price	\$304,515.38

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-1-28533



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-1-28533



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

“Concealed conditions” include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the “General Scope of the Change Order”. Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY’S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services LLC

Accepted by:

Signature:	Signature:	<i>Chelsey Gray</i>
By: (Print)	By: (Print)	Chelsey Gray
Title:	Title:	Regional Advisor
Date:	Date:	April 11, 2023

Initials _____

*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-1-28533



SPOHN RANCH

— SKATEPARKS —

LET'S ROLL.



HESPERIA, CA | **Sample 1** (4,000 sf)

Conceptual Design 5.1.23



HESPERIA, CA | **Sample 2** (7,000 sf)

Conceptual Design 5.1.23



HESPERIA, CA | **Sample 3** (9,000 sf)

Conceptual Design 5.1.23



STATEMENT OF QUALIFICATIONS
PROFESSIONAL DESIGN-BUILD SERVICES - 2023

CONTENTS

A: FIRM OVERVIEW

B: PORTFOLIO

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D: ORGANIZATION CHART

E: PROJECT TEAM

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FIRM OVERVIEW



HEADQUARTERED IN

LOS ANGELES-CALIFORNIA SKATEBOARDING'S BIRTHPLACE

AND CONTINUED EPICENTER



Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's backyard roots have spread globally, culminating in hundreds of cutting-edge creations.

Via three decades of municipal skatepark projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.

With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape designers, iron workers, grading wizards and ACI-certified shotcrete nozzlemen, pride themselves on designing and building skateparks and wheel sports facilities with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.

NATIONALLY-RECOGNIZED AWARD-WINNING SKATEPARK DESIGN-BUILD

- **NEW JERSEY RECREATION AND PARKS ASSOCIATION**
Award for Excellence In Design, 2013 (Holland Park Skate Plaza – Elizabeth, NJ)
- **NEW JERSEY RECREATION AND PARKS ASSOCIATION**
Award for Excellence In Design, 2015 (Maplewood Skatepark – Maplewood, NJ)
- **NEW JERSEY SOCIETY OF MUNICIPAL ENGINEERS**
Municipal Project of the Year, 2013 (Dealy Field Skatepark – Sea Isle City, NJ)
- **LOUISIANA MUNICIPAL ASSOCIATION**
Community Development Award, 2014 (Fireman’s Skate & Bike Park – Houma, LA)
- **WORLD OF CONCRETE**
Finalist for “Crews that Rock” Award, 2011 & 2013 (Dew Tour Bowl & BSA Summit)
- **AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS**
Award for Excellence Nominee, 2010 (Daybreak Skatepark – South Jordan, UT)
- **HUCK MAGAZINE**
“The Future of Skatepark Design”, 2008 (Daybreak Skatepark – South Jordan, UT)
- **IOWA READY MIXED CONCRETE ASSOCIATION**
Excellence In Concrete Award, 2012 (Oskaloosa Skatepark – Oskaloosa, IA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – SAN DIEGO COUNTIES CHAPTER**
Honor Award, 2017 (Kimball Skatepark – National City, CA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER**
Project of the Year, 2017 (Marine Park Skatepark – Manhattan Beach, CA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – KENTUCKY CHAPTER**
Project of the Year, 2014 (Chautauqua Park Skatepark – Owensboro, KY)
- **CALIFORNIA PARK AND RECREATION SOCIETY**
Award of Excellence In Park Planning, 2017 (Stanton Skatepark – Stanton, CA)
- **CALIFORNIA PARK AND RECREATION SOCIETY**
Award of Excellence for Recreation, 2009 (Fontana Skateparks – Fontana, CA)
- **CALIFORNIA PARK AND RECREATION SOCIETY**
Award for Excellence In Design, 2020 (Manzanita Skatepark - Anaheim, CA)



EVERYTHING WE LEARN BUILDING SKATEPARKS FOR THE WORLD'S TOP PRO ATHLETES, INSPIRES WHAT WE ROLL INTO YOURS.



Some of our most challenging work has been in the private sector, designing and building for wheel sports industry companies and the world's top professional skateboarders. After a rigorous vetting process, these clients consistently choose Spohn Ranch because of our unique ability to deliver quality terrain under any condition imaginable – including complex sites, logistical hurdles and extreme time constraints.

Our corporate clients and the athletes they host demand perfection when the skatepark is the stage for a live television event. The spacing between every obstacle has to be precise, the height and angle of every feature has to be perfect and the quality of the construction has to be flawless. With over 25 years of experience in this segment, we've really been able to hone our design and construction skill sets - injecting that attention to detail into all of our municipal projects.

HIGHLIGHTED PRIVATE PROJECT LIST:

- Professional Competitions – ESPN X-Games, NBC Mountain Dew Tour, Kimberly Diamond Cup, D-Town Throwdown, Gravity Games, Vans Triple Crown, East Coast Surfing Championships
- Corporate Clients – Red Bull, Vans, Adidas, Gatorade, MTV, Boost Mobile, Got Milk, Ford, Tedx, Hewlett Packard, Reese's Puffs, Guinness Book of World Records, Kansas City Speedway, Warped Tour
- Film/Television – Brink, Grind, Accepted, OPM's "Heaven is a Half-Pipe", Kanye West's "Free Larry Hoover Benefit Concert"

3 DECADES OF SUCCESSFUL BUSINESS DOESN'T HAPPEN ON ACCIDENT.

SPOHN RANCH - PRESENT DAY

- 12 in-office staff – drafters / designers, project managers, estimators and support staff
- 30 in-the-field staff – shotcrete nozzlemen, concrete craftsmen, carpenters and equipment operators
- East LA fabrication shop – 25,000 square foot space for steel fabrication and equipment/tool storage
- Licensed General Contractor in multiple states

PROFESSIONAL AFFILIATIONS

- National Recreation & Park Association (NRPA)
- New York City Parks & Recreation (Passport)
- American Society of Landscape Architects (ASLA)
- U.S. Green Building Council (USGBC)
- American Concrete Institute (ACI)
- American Shotcrete Association (ASA)
- Construction Specifications Institute (CSI)
- American Society for Testing & Materials (ASTM)
- World Skateboarding Federation (WSF)

INSURANCE

Spohn Ranch maintains, at a minimum, the following coverage. Certificates are available upon request.

- Errors and Omissions / Professional Liability - \$2,000,000 per occurrence, \$2,000,000 aggregate
- Workers Compensation and Employers Liability - \$1,000,000
- Automobile Liability for owned and non-owned - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Comprehensive/Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Excess Liability (Umbrella) - \$9,000,000

FINANCIAL/LEGAL STABILITY

2022 marks thirty years of uninterrupted service, focused solely on skatepark design and construction. We take pride in being a hard-working, passionate and responsible family-owned business.

- Zero bankruptcies, loan defaults, changes of ownership or operation under a different name
- Zero liquidated damages
- Zero instances of E&O insurance claims

We are currently bonded with Travelers Casualty and Surety Company of America, with a bonding capacity in the amount of \$3 million per project and \$6 million aggregate. We have a spotless bonding history over 25+ years of business – none of our bonds / sureties have ever been called upon for any reason.

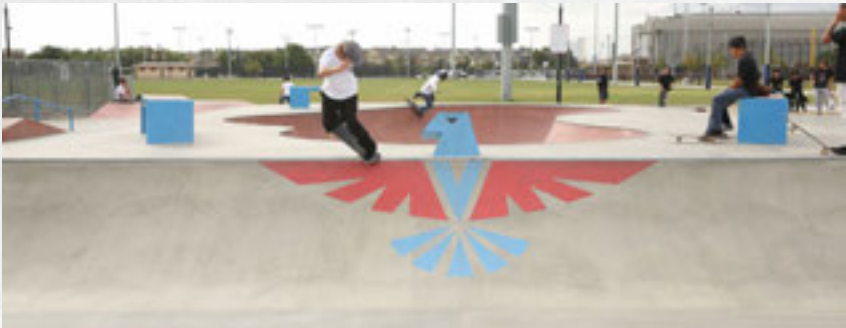
Spohn Ranch has neither litigation history associated with project performance nor any past or pending litigation against an Owner with whom we've contracted.













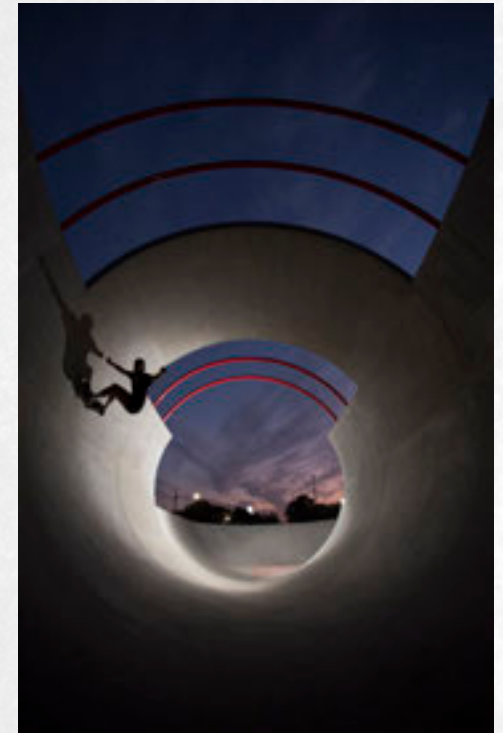
LA PUENTE, CALIFORNIA IAN CALDERON SKATEPARK

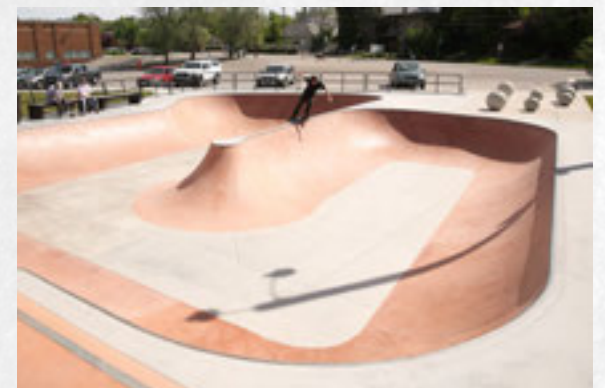
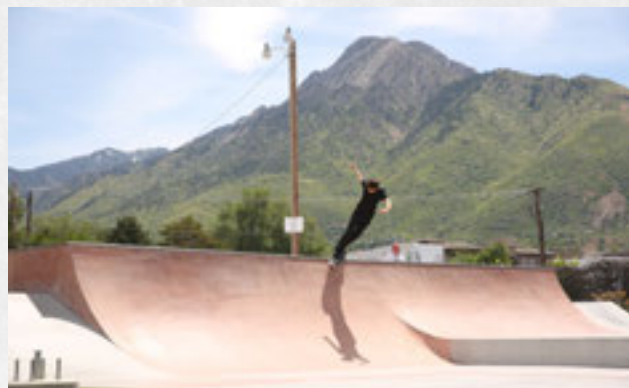
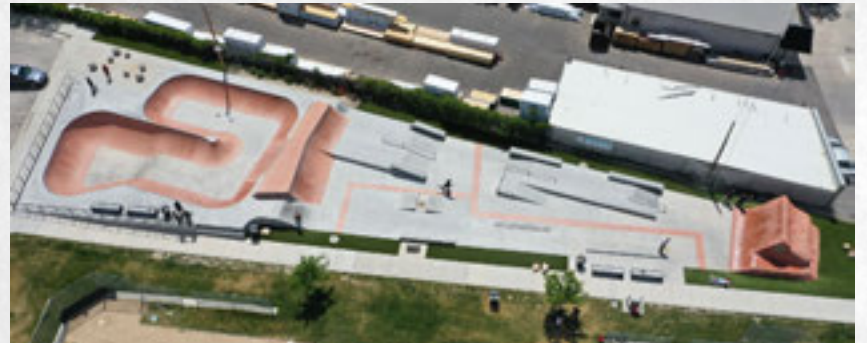
















CROWLEY LAKE, CALIFORNIA CROWLEY LAKE SKATEPARK











REFERENCES



ERNEST MCBRIDE SKATEPARK - LONG BEACH, CA

“It’s an excellent street-plaza design, with just enough transitions to make it well-rounded.

SHOULD BE AN EXAMPLE FOR OTHER COMMUNITIES TO FOLLOW

It has something for all skill levels, and is exactly the type of project, area, and advocacy that we want to get involved with. It should be an example for other communities to follow.”

- Tony Hawk, Professional Skateboarder
-

DEW TOUR BOWL - OCEAN CITY, MD

“In addition to being a pro skater for over 20 years, I am the creative director for the Dew Tour. The Dew Tour needed a professional class competition bowl that would showcase the best of modern vert and transition skateboarding.

ONE OF THE BEST PIECES OF SKATEABLE TERRAIN EVER BUILT

The team at Spohn Ranch was able to take my ideas and deliver a finished product that was not only the world’s first portable bowl, but one of the best pieces of skateable terrain ever built.”

- Chris Miller, Professional Skateboarder

WASHINGTON PARK SKATEPARK - ALAMAGORDO, NM

“From the initial group meeting with the local skaters, through conceptual/final design and construction, Spohn Ranch brought their “A” game.

KNOWLEDGE AND EXPERIENCE IN THE DESIGN AND CONSTRUCTION OF SKATEPARKS IS BEYOND WORDS

Spohn Ranch’s knowledge and experience in the design and construction of skateparks is beyond words. I do not hesitate in recommending Spohn Ranch to design and construct your skatepark. Spohn Ranch’s attitude and passion in skateparks is so contagious that it makes everyone love the sport of skateboarding.”

- Edward Balderrama, Project Manager

NIKE PARK SKATEPARK - ISLE OF WIGHT, VA

“When you are replacing a wood ramp skatepark built in the late 90’s over top of a Cold War era Nike Ajax Missile Magazine on a limited budget, I cannot imagine having a better partner than Spohn Ranch. Your team at Spohn were the ultimate professionals – easy to work with, committed to delivering an excellent product, patient and extremely responsive.

CANNOT IMAGINE HAVING A BETTER PARTNER THAN SPOHN RANCH

We selected Spohn Ranch for our project after hearing from our group of children and adult skaters that all of their favorite skateparks were designed and built by Spohn. Staff and riders were not disappointed. Thank you for transforming our old wood ramp park into a skating mecca for our area.”

- Mark Furlo, Director of Parks and Recreation

MILESTONE PARK SKATEPARK - SANDWICH, IL

"We recently completed the construction of our skatepark and the quality of work displayed by your company was outstanding. You showed a high degree of integrity, responsibility, professionalism and ambition. Your judgment resulted in a design that is not only logical and practical, but so unique that has left our "kids" speechless.

A STAPLE IN THE PARK & RECREATION FIELD FOR QUITE SOME TIME

Spohn Ranch has been a staple in the Park and Recreation field for quite some time, you continue to exceed expectations and your products/services would be an asset to any organization so I am pleased to give you my wholehearted endorsement."

- Sue Swithin, Director of Parks and Recreation

LATHROP SKATEPARK - LATHROP, CA

"I want to say a BIG "THANK-YOU" to you and all at Spohn Ranch, Inc. who helped to build the Lathrop Skatepark. We have been open for over a week now and everyone, skaters, parents, neighbors, City Council members, community members and recreation staff from other cities say we have one of the "sickest" parks in the Central Valley!

WITH GREAT PRIDE, I GET TO RESPOND "SPOHN RANCH BUILT OUR PARK!"

The craftsmanship is excellent and almost everyone asks' "who built this park?" Luckily, and with great pride, I get to respond, "Spohn Ranch built our park!" Skaters give me knowing nods of appreciation whenever I say that, rolling away from me knowing that the premiere skatepark building company on Planet Earth built the Lathrop Skatepark."

- Gabriel Goulart, Recreation Supervisor

EVERETT PARK SKATEPARK - NEWARK, OH

"It is with much enthusiasm that I recommend Spohn Ranch Skateparks for both design and build to anyone considering such a project. The Thomas J. Evans Foundation partnered with the City of Newark, Ohio, to bring a skatepark to our community. Our skatepark officially opened in August and we couldn't be more proud to have partnered with Spohn Ranch.

THIS PARK IS A SUCCESS BECAUSE WE STARTED WITH THE RIGHT COMPANY

We are confident when we say that this park is a success because we started with the right design and build company! We are truly grateful to Spohn Ranch for their knowledge, professionalism, passion and expertise in skateparks."

- Jennifer Roberts, Administrative Director
-

PLANZ PARK SKATEPARK - BAKERSFIELD, CA

"The entire team - from the designers to the on-site builders, were great to work with from start to finish. The on-site crew was professional, courteous to other staff members and informative to the public during the process. I was also impressed that the on-site crew members were also skateboarders, so they had a personal interest in the fine details.

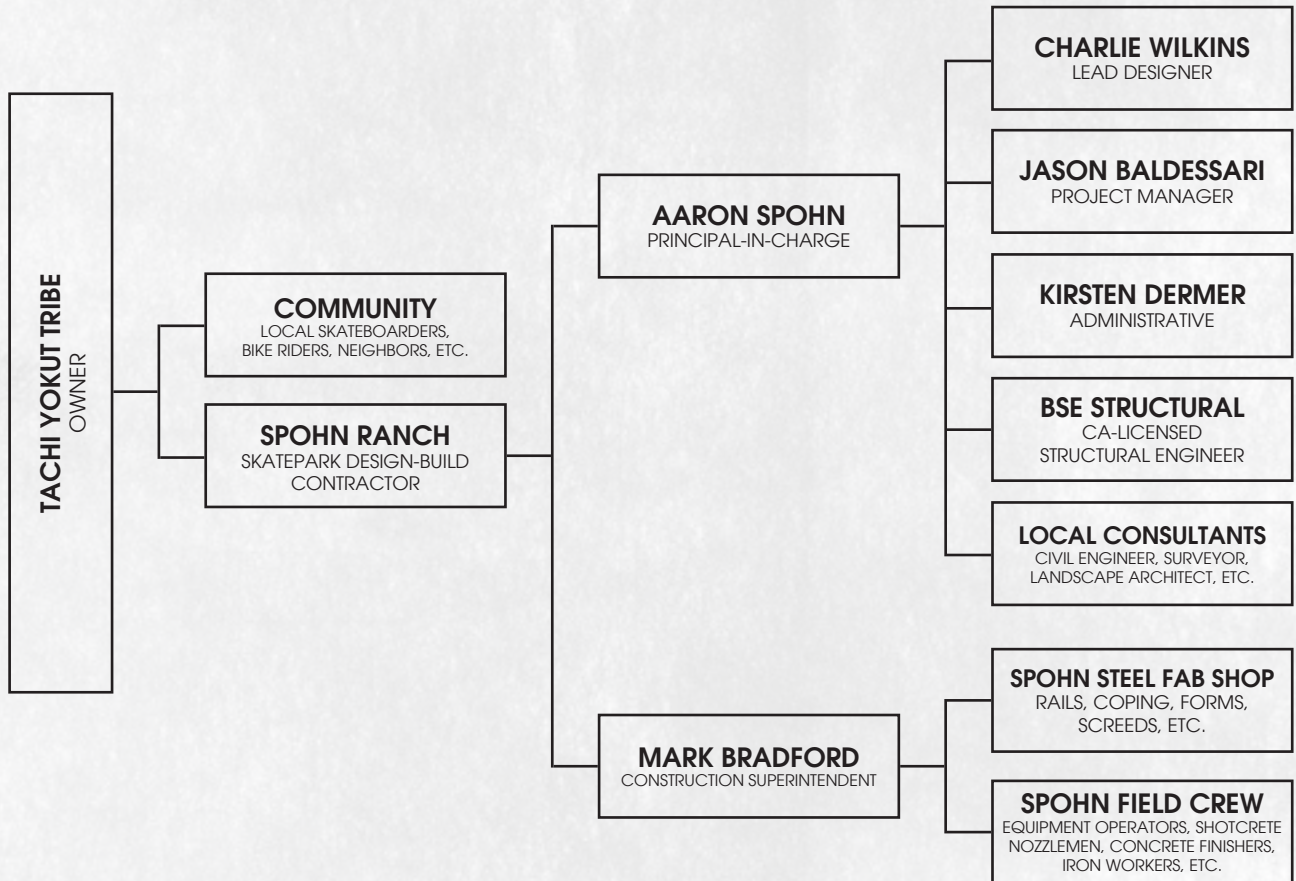
IMPRESSED THAT THE ON-SITE CREW MEMBERS WERE ALSO SKATEBOARDERS

The proof of a great product is the user's ability to enjoy it for long periods of time, which exceeded expectations. Great company, great results and I would recommend Spohn Ranch to other communities interested in a quality skatepark, using the design-build process."

- Dianne Hoover, Recreation and Parks Director

PROJECT TEAM





YOU'RE IN GOOD HANDS.

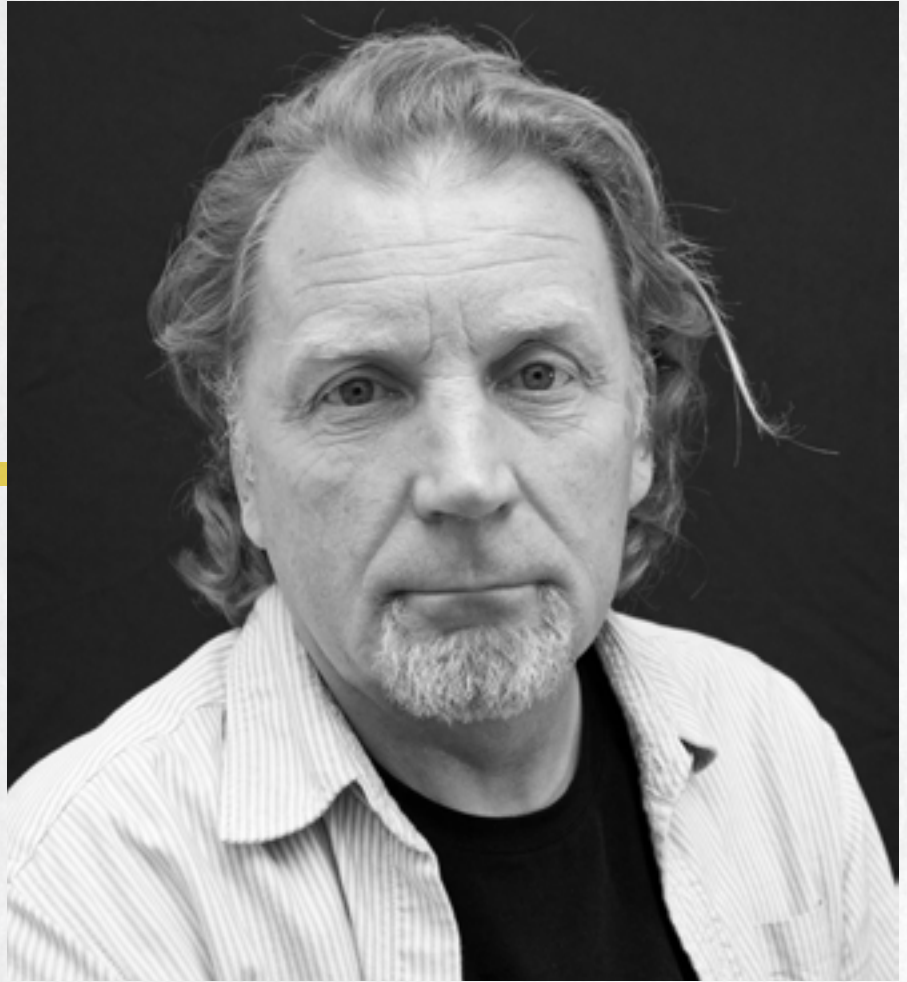
THERE ISN'T A BUILDING REQUIREMENT OR SITE CONSTRAINT
OUR TEAM OF SPECIALIZED EXPERTS HASN'T SEEN.
AND SOLVED.

AARON SPOHN

FOUNDER & PRESIDENT

SKILLS + EXPERTISE

SKATEPARK DESIGN/BUILD
CARPENTRY | CONCRETE
COMMUNITY ENGAGEMENT
MASTER-PLANNING | ASTM
SKATEPARK OPERATIONS
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT



PROJECT ROLE:

Principal-in-Charge

EDUCATION:

School of Hard Knocks

EXPERIENCE:

40+ years skateboarding
25+ years in skatepark industry

ACCREDITATIONS:

National Recreation & Park Association
California Park & Recreation Society

BACKGROUND:

Aaron is the embodiment of the entrepreneurial spirit. When he used a carpentry background to start Spohn Ranch in the early '90's, he had no back-up plan – he put everything he had behind his passion for wheel sports. That passion culminated in a backyard half-pipe that not only gave birth to a community, but eventually an award-winning skatepark design-build firm.

After Aaron helped launch skateparks into the mainstream when he partnered with ESPN to develop the X-Games, Spohn Ranch's backyard roots spread globally in the form of hundreds of cutting-edge creations.

From permanent skateable landscapes to innovative installations for high-profile events, Aaron and Spohn Ranch have played an invaluable role in the exponential development of wheel sports. Hailed by insiders as a pioneer of the modern municipal skatepark, Aaron has also spent considerable effort promoting the industry as a whole and sharing his extensive knowledge – leading the ASTM committee that created safety standards for public skateparks and lecturing at parks and recreation conferences across the country.

CHARLIE WILKINS

SKATEPARK DESIGNER

SKILLS + EXPERTISE

SKATEPARK CONSTRUCTION
 SKATEPARK DESIGN | AUTOCAD
 LANDSCAPE ARCHITECTURE
 SITE ANALYSIS | CONCRETE
 GRADING & DRAINAGE | STEEL
 CARPENTRY | OPERATIONS
 EVENT PRODUCTION



PROJECT ROLE:

Lead Designer

EDUCATION:

School of Hard Knocks

EXPERIENCE:

30+ years skateboarding
 15+ years in skatepark industry

ACCREDITATIONS:

Professional Skateboarder (1996 - 2010)
 World Cup Skateboarding (Judge)

BACKGROUND:

Born and raised in Massachusetts, Charlie became a professional skateboarder in 1996 and helped pioneer the Boston skateboarding scene. After making the transition to the West Coast in 2011, Charlie connected with Spohn Ranch through our event work for the Mountain Dew Tour. He had honed his AutoCAD skills as Alli Sports & NBC's lead designer and builder since the Dew Tour's inception in 2005 – a role in which he designed and built dozens of world-class event courses for our industry's premiere athletes. Charlie's CAD expertise and ability to work with tight spaces and timelines made him a perfect fit for Spohn Ranch and he's since enjoyed a seamless transition into our design department.

HIGHLIGHTED PROJECT LIST:

- Planz Park Skatepark - Bakersfield, California
- Jane Reynolds Skatepark - Lancaster, California
- Crowley Lake Skatepark - Crowley Lake, California
- North Beardsley Skatepark - Bakersfield, California
- Castaic Skatepark - Castaic, California
- George Lane Skatepark - Quartz Hill, California

JASON BALDESSARI

VP OF DEVELOPMENT

SKILLS + EXPERTISE

SKATEPARK DESIGN | AUTOCAD
LANDSCAPE ARCHITECTURE
SITE ANALYSIS | CONCRETE
GRADING & DRAINAGE | STEEL
COST ESTIMATING | SCHEDULING
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT



PROJECT ROLE:
Project Manager

EDUCATION:
Bachelor of Science,
Monmouth University

EXPERIENCE:
25+ years skateboarding
15+ years in skatepark industry

ACCREDITATIONS:
LEED Green Associate
New Jersey Recreation & Park Association

BACKGROUND:

Born and raised in New Jersey, surfing was Jason's first love. Given the inconsistencies of Jersey waves however, Jason immersed himself in the full spectrum of East Coast action sports - whether in the ocean, the streets or the mountains. With a passion for the outdoors, Jason naturally transitioned into a career in the recreation industry in 2005. In 2008, he pulled the trigger on a long overdue relocation to a climate that better suited his love for action sports, landing in Southern California and becoming a full-time member of Spohn Ranch. Since then, Jason's AutoCAD and critical thinking skills have led interdisciplinary teams for 150+ projects across 40+ states - always focused on innovative design.

HIGHLIGHTED PROJECT LIST:

- Planz Park Skatepark - Bakersfield, California
- Jane Reynolds Skatepark - Lancaster, California
- Crowley Lake Skatepark - Crowley Lake, California
- North Beardsley Skatepark - Bakersfield, California
- Castaic Skatepark - Castaic, California
- George Lane Skatepark - Quartz Hill, California

MARK BRADFORD

VP OF CONSTRUCTION

SKILLS + EXPERTISE

LICENSED GENERAL CONTRACTOR
 ACI-CERTIFIED NOZZLEMAN | OSHA
 CONCRETE | GRADING & DRAINAGE
 HEAVY EQUIPMENT & MACHINERY
 STEEL FABRICATION | CARPENTRY
 ELECTRICAL | LANDSCAPING
 COST ESTIMATING | LOGISTICS



PROJECT ROLE:

Construction
 Superintendent

EDUCATION:

School of Hard Knocks

EXPERIENCE:

25+ years skateboarding
 20+ years in skatepark industry

ACCREDITATIONS:

American Concrete Institute
 American Shotcrete Association

BACKGROUND:

Mark is the most respected and in-demand construction superintendent in the skatepark industry. He has spent his entire adult life eating and breathing wheeled sports, developing an unparalleled breadth of experience. He's highly skilled in all facets of construction, from steel fab to mass grading, but is considered a concrete virtuoso with multiple certifications from the American Shotcrete Association and expert analysis featured in industry publications. Having personally executed hundreds of turnkey skatepark builds in 40+ states and 10+ countries, Mark intimately understands how to oversee construction and will settle for nothing less than his industry-defining standards.

HIGHLIGHTED PROJECT LIST:

- Planz Park Skatepark - Bakersfield, California
- Jane Reynolds Skatepark - Lancaster, California
- Crowley Lake Skatepark - Crowley Lake, California
- North Beardsley Skatepark - Bakersfield, California
- Castaic Skatepark - Castaic, California
- George Lane Skatepark - Quartz Hill, California

KIRSTEN DERMER

CEO & CFO

SKILLS + EXPERTISE

GOVERNMENT CONTRACTING
INTERSTATE COMMERCE
INSURANCE | BONDING
CERTIFIED PAYROLL | INVOICING
LICENSURE | HUMAN RESOURCES
SKATEPARK OPERATIONS
EVENT PRODUCTION | PERMITTING



PROJECT ROLE:

Administrative

EDUCATION:

Bachelor of Science,
University of California Los Angeles

EXPERIENCE:

20+ years in
skatepark industry

AFFILIATIONS:

Entrepreneurs Organization
(Los Angeles Chapter)

BACKGROUND:

Kirsten is Los Angeles born and raised. While attending Venice High in the early '90s she and her brother Mark befriended their new neighbor Aaron Spohn, joining him in his relentless pursuit of skating and building ramps at his house. It wasn't long before that house transformed into a community dubbed "Spohn Ranch". And with innate ambition and drive, it wasn't long before Kirsten transformed from one of Aaron's first employees into the CEO that would help Spohn Ranch evolve from a small family business into an award-winning, nationwide design-build firm. A counterweight to Aaron's free-spirit, Kirsten steered the ship through good times and bad, always keeping the company on course for success. Kirsten is truly the glue that holds the company together.

Intimately involved in the wheel sports industry for 20+ years, the breadth of Kirsten's experience is vast. In addition to earning a bachelor's degree in environmental science from UCLA, she has developed expertise in every facet of skatepark design, construction and operations – with a focus on executing all financial, legal and administrative matters. This ensures our designers and builders are freed up to do what they do best.

PROJECT APPROACH

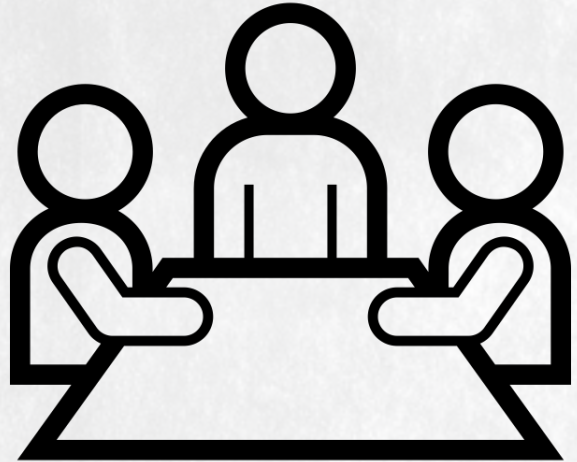


TASK 1.1 PROJECT KICK-OFF MEETING

Spohn Ranch and the Client will kick-off the project via an in-person meeting. We will review the project goals, schedule and points of coordination. We will compile and distribute a contact sheet with contact information for all personnel who will be involved with the project.

Task 1.1 Deliverable:

- Contact Sheet (PDF)
- Meeting Minutes (PDF)

**TASK 1.2 SITE WALKTHROUGH**

Spohn Ranch will lead a site walkthrough with the Client to review existing conditions, photograph the site and discuss opportunities and constraints.

Task 1.2 Deliverable:

- Walkthrough Minutes (PDF)

**TASK 1.3 INFORMATION GATHERING & REVIEW**

During the Project Kick-Off Meeting, Spohn Ranch and the Client will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and commission additional studies as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD)
- Geotechnical report
- As-built drawings
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements



TASK 1.4 FACEBOOK GROUP

Spohn Ranch will create a Facebook group specific to receiving skatepark design input from local skateboarders and other project stakeholders.

- Meeting reminders
- Polls
- Design discussion
- Construction updates
- Event info – grand opening, contests, etc.

TASK 1.5 PUBLIC INPUT MEETING

Spohn Ranch will lead an in-person to give a “Skateparks 101” presentation and gather preliminary design input from the community.

Task 1.5 Deliverable:

- Meeting Flyer (JPEG)
- Meeting Minutes (PDF)

TASK 1.6 75% DESIGN DEVELOPMENT

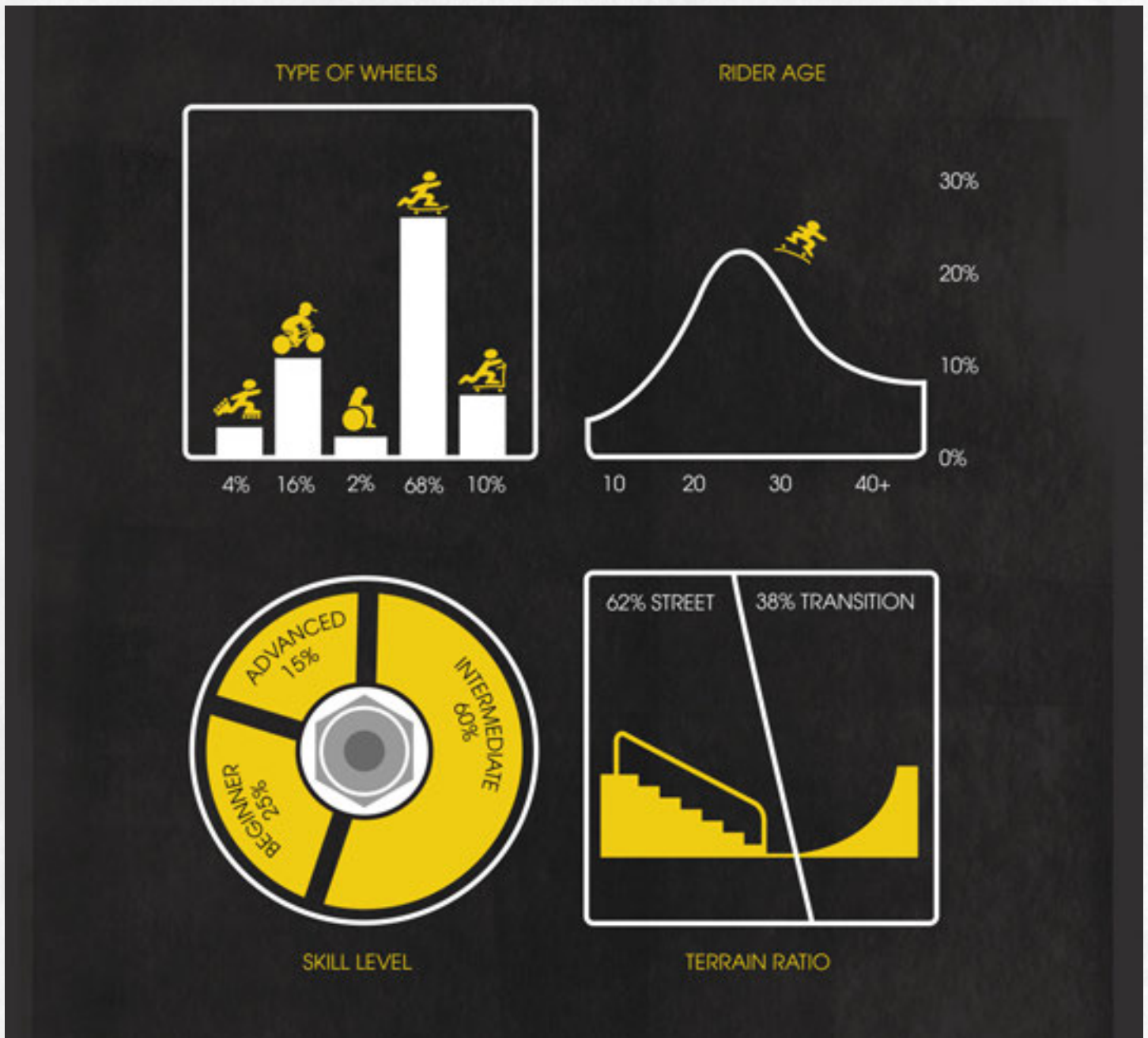
Incorporating feedback from the Public Input Meeting and Facebook Group, Spohn Ranch will prepare 2 alternate conceptual designs. Conceptual designs will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

Task 1.6 Deliverable:

- 3D Renderings (JPEG)
- Labeled & Scaled Site Plans (PDF)
- Construction Cost Estimates (PDF)
- 2D Bases (AutoCAD)



SMART SKATEPARK DESIGN IS DEMOCRATIC. THE RATIO OF STREET TO TRANSITION-STYLE TERRAIN AND THE SPECTRUM OF SKILL LEVELS SHOULD COMPLEMENT THE UNIQUE MAKE-UP OF EACH COMMUNITY.



TASK 1.7 PUBLIC INPUT MEETING #2

Spohn Ranch will lead a public meeting (either in-person or virtual) to present the alternate conceptual designs and solicit final community feedback.

Task 1.7 Deliverable:

- Meeting Flyer (JPEG)
- Meeting Minutes (PDF)

TASK 1.8 100% DESIGN DEVELOPMENT

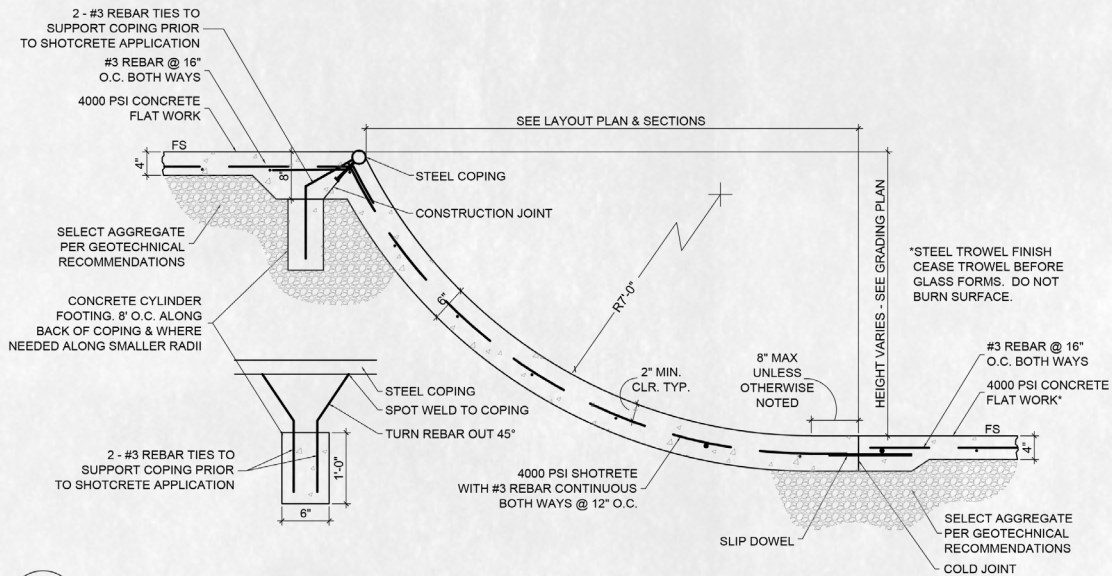
Incorporating feedback from Public Input Meeting #2, Spohn Ranch will refine the preferred conceptual design.

Task 1.8 Deliverable:

- 3D Renderings (JPEG)
- Labeled & Scaled Site Plan (PDF)
- Construction Cost Estimate (PDF)
- 2D Base (AutoCAD)



**NOT JUST GREY BLOBS OF CONCRETE.
COLORFUL. ARCHITECTURAL.
WORKS OF ART.**



20 TYPICAL TRANSITION

TASK 2.1 90% CONSTRUCTION DOCUMENTS

Upon reviewing 100% Design Development with the Client, Spohn Ranch will prepare a 90% Construction Documents submittal detailing the site improvements.

Task 2.1 Deliverable:

- 90% Construction Documents (PDF, AutoCAD & Hard Copy)
- Cover Sheet
- 3D Perspective
- Site Plan
- Demolition Plan
- Utility Plan
- Grading Plan
- Steel Plan
- Layout Plan
- Jointing Plan
- Color Plan
- Sections
- Details
- Specifications (CSI MasterFormat)

TASK 2.2 90% CD REVIEW MEETING

The Client will review the 90% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the Client to review the redline comments and identify actions necessary to address the comments.

Task 2.2 Deliverable:

- Meeting Minutes (PDF)

TASK 2.3 100% CONSTRUCTION DOCUMENTS

Spohn Ranch will incorporate feedback from the 90% Construction Documents Review Meeting and finalize the 100% Construction Documents submittal. Spohn Ranch will also coordinate with the Client to obtain the permits necessary for construction.

Task 2.3 Deliverable:

- 100% Construction Documents (PDF, AutoCAD & Hard Copy)
- Permits (PDF & Hard Copy)

TASK 3.1 PRE-CONSTRUCTION MEETING

At the start of construction, Spohn Ranch’s Construction Superintendent will meet with the Client and other project stakeholders on site to review the scope of work, schedule and points of coordination.

The Superintendent will also lead weekly on-site meetings with the Client to answer questions and provide progress updates.

Task 3.1 Deliverable:

- Meeting Agenda (PDF)
- Construction Schedule (PDF)
- Meeting Minutes (PDF)

TASK 3.2 SITE PREPARATION

Spohn Ranch’s veteran construction team will prepare the site for construction, with the first step of establishing a safe and organized job site. A typical scope is as follows, but dependent on local project requirements:

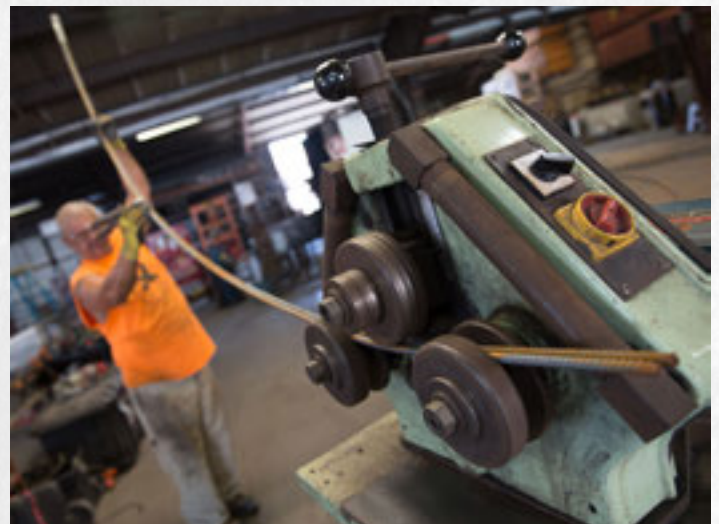
- Temporary security fencing
- Temporary BMP & erosion/sediment control measures
- Temporary dumpster & concrete wash-out
- Temporary restroom
- Stabilized construction entrance
- Temporary water & power hook-up
- Utility locates
- Site staking & layout



TASK 3.3 STEEL FABRICATION

Once construction permits are issued, certified welders and iron workers will begin fabricating the steel coping, grind rails and edge protection at Spohn Ranch's 25,000 square foot facility in City of Industry, California. The steel is then hot-dip galvanized or powder coated.

Spohn Ranch is the only skatepark builder that uses state-of-the-art CNC (Computer Numerical Control) technology to cut all screeds and forming lumber, ensuring the exact radii, angles and dimensions specified in the construction documents.





TASK 3.4 DRAINAGE & EARTHWORK

With the construction site established, Spohn Ranch will clear the site, then install utilities including the drainage system.

When trenches are backfilled and compacted and utility lines are stubbed out for future connections, Spohn Ranch will then contour the skateable terrain.

Spohn Ranch will coordinate compaction testing as necessary.

- Demolition, clearing and grubbing
- Rough grading
- Excavation
- Moisture-condition and compact subgrade
- Import/export fill material
- Fine grading
- Trenching
- Utility installation



TASK 3.5 FORMING, REBAR & STEEL INSTALL

With utilities and earthwork substantially complete, Spohn Ranch will prepare the skateable terrain for concrete by executing the installation of forms, reinforcing steel and steel coping, grind rails and edge protection. Spohn Ranch will coordinate inspections for forming and rebar as necessary.

TASK 3.6 PLACE CONCRETE/SHOTCRETE

Spohn Ranch's ACI-certified shotcrete nozzlemen will lead our team in shooting and placing concrete to bring the various sections of terrain to life. Our specialty concrete mix design will be refined as we develop a better understanding of the site's soil conditions and collaborate with a local ready mixed concrete plant. Spohn Ranch will coordinate concrete testing as necessary.

CARVING CORNERS. NOT CUTTING THEM.

TASK 3.7 DETAIL WORK, PUNCH LIST & CLEAN-UP

After a methodical concrete curing process, Spohn Ranch will execute the final detail work including landscaping, caulking and power-washing.

Upon substantial completion, Spohn Ranch will conduct a walkthrough with the Client to identify final punch list items. When the final punch list items are addressed, we will clean up the site and de-mobilize. Lastly, we will lead an educational training session with the Client to review maintenance/inspection guidelines.

TASK 3.8 PROJECT CLOSE-OUT

Upon the Client issuing a substantial completion notice, Spohn Ranch will execute the final paperwork and submit project close out deliverables.

Task 3.8 Deliverable:

- Owner's Manual (PDF)
- Warranty (PDF)
- As-Built Drawings (PDF, AutoCAD & Hard Copy)





Hesperia Area
Park and Recreation

May 2023

Sarah Hauser

Please let everyone at HARD
know how much we
appreciate the scholarships
offered to our seniors.

Thank you to Amanda for
presenting and to you
for all your hard work!

Dave Rodriguez

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: June 1, 2023

PHONE: (760) 244-5488

FROM: JJ JUDY TRENHOLM, STAFF ASSISTANT
Hesperia Recreation and Park District

TO: KYLE WOOLLEY, GENERAL MANAGER
Hesperia Recreation and Park District

SUBJECT: RECREATION UPDATE FOR APRIL 2023

ASAP - AFTER SCHOOL ACTIVITIES PROGRAM

- o 274 Registered Participants (-5 from last month, -22 from previous year)

School Site	Open 2022/2023 Number of Sites	Average Weekly Paid per School for April 2023	2022/2023 Interest/Wait List
Carmel	0	-	13
Cottonwood	1	20	26
Cypress	2	40	21
Eucalyptus	0	-	1
Hollyvale	1	20	2
Joshua Circle	0	-	9
Juniper	0	-	5
Kingston	1	18	0
Krystal	1	20	28
Lime Street	0	-	4
Maple	0	-	3
Mesa Grande	0	-	5
Mesquite Tails	3	57	26
Mission Crest	3	58	4
Topaz	2	41	2
Total	14	274	149

- o Total Monthly Participation: 5,480

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: May 15, 2023

PHONE: (760) 244-5488

FROM: *SH* SARAH HAUSER, RECREATION MANAGER
Hesperia Recreation and Park District

TO: KYLE WOOLLEY, GENERAL MANAGER
Hesperia Recreation and Park District

SUBJECT: HESPERIA LAKE REPORT FOR APRIL 2023

HESPERIA LAKE

- Anglers - Total: 2,632 (+440 from previous month, +1,074 from last year)
 - Day: 2,000 (+221 from previous month, +884 from last year)
 - Child: 291 (+110 from previous month, +109 from last year)
 - Senior: 174 (+62 from previous month, +93 from last year)
 - Military discount: 156 (+53 from previous month, +27 from last year)
 - Passes redeemed: 11 (-6 from previous month, +1 from last year)
 - Punch cards sold: 1 (-1 from previous month, +1 from last year)
- Fish caught - Total: 841 (-349 from previous month, +561 from last year)
 - Catfish: 436 (+430 from previous month, +269 from last year)
 - Trout: 334 (-850 from previous month, +271 from last year)
 - Tilapia: 71 (Was not stocked last month, +45 from last year)
 - *First Catfish Stock of the season was April 14th, 2023
 - * First Tilapia Stock of the season was April 21st, 2023
- Group picnic rentals: 6 (+4 from previous month, -2 from last year)
- Picnic participants: 400 (+300 from previous month, -200 from last year)
- Campsites rented: 211 (-18 from previous month, -21 from last year)
- Campers: 446 (+102 from previous month, +14 from last year)
- Equestrian campsites rented: 0 (same as last month, -7 from last year)
- Equestrian campers: 0 (same as last month, -7 from last year)
- Group campsites: 3 (+1 from last month, -2 from last year)
- Group campers: 60 (+36 from last month, -15 from last year)
- Store transactions: 15,187 (+6,989 from previous month, +3,177 from last year)

HESPERIA WRANGLERS

- 04/08/2023 - Gymkhana: 47 participants and 125 spectators

SH/ar

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: May 15, 2023

PHONE: (760) 244-5488

FROM: ~~SA~~ SARAH HAUSER, RECREATION MANAGER
Hesperia Recreation and Park District

TO: KYLE WOOLLEY, GENERAL MANAGER
Hesperia Recreation and Park District

SUBJECT: RECREATION UPDATE FOR APRIL 2023

Listed below is a brief overview of recreation-related items.

YOUTH SPORTS

Girls Youth Volleyball – Spring Season

- Cancelled due to damage to the Rick Novack Gym floor caused by the winter storm.

ADULT SPORTS

Pickleball

- Tuesday & Thursday evenings, 6:00 - 9:00 p.m.: 233 participants (-47 from previous month)

Men's and Coed Spring Adult Softball

- Men's: 9 teams (-1 from Fall Season), 385 participants
- Coed: 5 teams (-1 from Fall Season), 96 participants

PROGRAMS

Epicentre

- Teen Center participants: 292 (+23 from previous month)

Power Play Center

- Open Skate participants: 507 (-420 from previous month)
- Power Play skate parties: 14 (-3 from previous month)
- Party Rental participants: 605 (+38 from previous month)

Rick Novack Community Center

- Open gym adult & youth volleyball participants: Closed
- Open gym youth basketball participants: Closed
- Open gym adult basketball participants: Closed

- These activities were closed due to damage to the Rick Novack Gym floor caused by the winter storm.

Hesperia Community Park

- HD Drillers AG rented one field four times for baseball practice: 36 participants
- HD Drillers AY rented one field three times for baseball practice: 45 participants
- Pony League rented one field six times for baseball practice: 60 participants
- E1 Prospects rented two fields one time for softball scrimmage: 26 participants

Live Oak Park

- Rancho Challenge FC rented one field eight times for soccer practice: 400 participants

Hesperia Lake Park Soccer Field

- Elite Soccer rented one field four times for adult soccer games: 480 participants

HARRISON EXHIBIT CENTER

- Visitors: 6 (-5 from previous month)
- Facebook
 - Members: 189 (+17 from previous month)
 - Posts/Comments: 71 (-11 from previous month)
- Geocache visits: 41 (+26 from previous month)

ROCK'N OUR DISABILITIES

- Food Pantry/Distribution handed out to the community: 1,106 participants (+30 from the previous month)
- Karate: 122 participants (+72 from previous month)
- Dance Class: 55 participants (-14 from previous month)
- Soccer: 253 participants (runs April and May)
- Motion & Fitness: 51 participants (+31 from previous month)
- Yoga/Tai Energy & Motion: 26 participants (-1 from previous month)
- Saturday Camp: 31 participants (-21 from previous month)
- Soaring Eagles Club: 82 participants (-6 from previous month)
- Parent Support Group: 3 participants (- 1 from previous month)

Special Events

- Eggxtra Special Egg Hunt & Trunk Event, 4/01/2023 at Epicentre: 2,000 participants/spectators (+602 from previous year)
- Dash for Disabilities, 4/29/2023 at Hesperia Civic Plaza Park: 409 participants/spectators (-46 from previous year)

VOLUNTEER HOURS

- April: 54 hours
- Year to date: 1,000 hours

HD BMX

February

- Rider Count: 126 (new this month)

March

- Rider Count: 68 (-58 from previous month)

April

- Rider Count: 171 (+ 103 from previous month)

USER GROUPS

Youth Sports Partners

- AYSO Soccer, Spring Season: 868 participants (+251 from spring 2022 season)
- National Little League, Spring Season: 388 participants (-9 from spring 2022 season)
- American Little League, Spring Season: 420 participants (+30 participants from spring 2022 season)
- HYFL/Hesperia Trojans: Out of Season

Percy Bakker Center

- Barstow Nutrition: 753 participants (-197 from previous month)
- Pinochle: 13 participants (+2 from previous month)
- Pool: 219 participants (-43 from previous month)
- Desert Winds Quilters: 50 participants (-13 from previous month)
- Garden: 45 participants (same as previous month)
- Quilters Piece Corp: 87 participants (-23 from previous month)
- Seniors with Inquiring Minds: 157 participants (-67 from previous month)
- Greater High Desert Chamber of Commerce: 172 participants (+69 from previous month)

Meetings with User Groups, Co-sponsorship Groups, or Exclusive Groups

- None

CONTRACT CLASSES

- 27 active monthly contract classes serving 404 participants (-6 from previous month)
 - Volleyball lessons cancelled due to damage to the Rick Novack Gym floor caused by the winter storm

SPECIAL EVENTS

- Easter Egg Hunt held at Hesperia Community Park
 - 04/08/2023: 2,500 participants (+500 from last year's event)

SPECIAL NOTES

- 04/11/2023: HRPD had a booth at Mojave High School's College and Career Fair. Staff engaged with approximately 150 youth.

/sh

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: June 1, 2023

PHONE: (760) 244-5488

FROM:  JUDY TRENHOLM, STAFF ASSISTANT
Hesperia Recreation and Park District

TO: KYLE WOOLLEY, GENERAL MANAGER
Hesperia Recreation and Park District

SUBJECT: FACILITY RENTAL UPDATE FOR APRIL 2023

Percy Bakker Community Center: 8 rentals (+5 from previous month, -2 from last year)

Total Participation: 940

Lime Street Community Center: 4 rental (-3 from previous month, -2 from last year)

Total Participation: 450

Rick Novack Community Center: 1 rentals (-2 from previous month, -3 from last year)

Total Participation: 80

John Swisher Community Center: 6 rentals (+3 from previous month, +3 from last year)

Total Participation: 440

Active Participant Numbers - FY 2022-2023												
	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	YTD Average	YTD Totals
Aquatics												
Open Swim, Patrons	2,174	671	-	-	-	-	-	-	-	-	1,423	2,845
Swimming Lessons	308	33	-	-	-	-	-	-	-	-	171	341
Pool Party Rental Participants	210	205	-	-	-	-	-	-	-	-	208	415
Desert Aquatics	70	70	-	-	-	-	-	-	-	-	70	140
Programs												
ASAP	-	232	240	238	240	236	278	279	279	274	255	2,296
Kids Kamp	197	197	-	60	-	122	-	-	126	-	140	702
HD BMX												
Number of Participants	-	264	215	172	-	-	-	126	68	171	169	1,016
Full Memberships Purchased	-	13	23	12	-	-	-	-	-	-	16	48
One Day Free-Trial Membership	-	23	4	9	-	-	-	-	-	-	12	36
Hesperia Civic Plaza Park												
QR Fit Trail	6	-	-	-	-	-	-	-	-	-	6	6
Epicentre												
A2R Basketball Performance (5-6)	8	8	8	16	9	9	16	32	28	30	16	164
A2R Basketball Performance (7-9)	36	32	32	24	24	30	40	44	64	70	40	396
A2R Basketball Performance (10-12)	68	36	44	48	56	45	72	60	72	95	60	596
A2R Basketball Performance (13-17)	24	8	24	28	12	21	24	16	44	25	23	226
Open Center	305	323	262	202	256	379	476	238	269	292	300	3,002
Hip-Hop	68	64	104	72	85	76	60	76	64	76	75	745
Parent & Me Ballet	84	76	80	80	100	80	60	68	60	120	81	808
Hesperia Art Center	-	80	-	-	-	-	-	-	-	-	80	80
Harrison Exhibit Hall												
Visitors	7	6	8	8	1	4	4	24	11	6	8	79
Geocache Visitors	-	-	-	-	-	-	6	17	41	41	26	105

Not in session/season indicated by -

Does not include "Passive" participants such as spectators, patrons enjoying the parks, etc.

Active Participant Numbers - FY 2022-2023												
	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	YTD Average	YTD Totals
Hesperia Lake Park												
Fishing	2,406	1,532	1,759	1,242	2,081	2,362	1,637	1,590	2,192	2,632	1,943	19,433
Picnic Participants	1,325	900	900	600	100	100	0	50	100	400	448	4,475
Number of Campers	610	263	534	256	243	102	103	129	344	446	303	3,030
Group Campers	66	23	41	16	44	48	0	0	24	60	32	322
EQ Campers	7	8	0	2	0	0	0	0	0	0	2	17
Percy Bakker Community Center												
Senior Nutrition	607	791	808	846	754	754	754	793	950	753	781	7,810
Pinochle	15	15	16	17	20	20	17	16	11	13	16	160
Fitness and Fun Monthly	64	90	99	72	80	72	108	80	126	96	89	887
Fitness and Fun (Walk-in)	72	53	57	75	68	58	116	82	94	58	73	733
Pool	226	270	259	259	223	223	240	231	262	219	241	2,412
Greater High Desert Chamber of Commerce	-	-	-	-	-	-	-	-	241	172	207	413
Garden Club	33	26	41	30	29	29	20	68	45	45	37	366
Quilters	126	160	138	141	259	323	140	164	173	137	176	1,761
Line Dancing	3	65	28	40	24	24	45	32	24	24	31	309
S.W.I.M./Senior With Inquiring Minds	160	166	201	146	116	116	148	168	224	157	160	1,602
Power Play Center												
Pickleball	90	155	196	122	118	192	231	180	280	233	180	1,797
Admission	698	413	568	288	471	570	927	593	927	507	596	5,962
Power Play Rental Attendance	155	51	367	164	489	545	712	659	567	605	431	4,314
Ukulele Lessons	16	12	16	8	0	-	7	4	0	0	7	63
Roller Skating Lessons, Beginning	60	28	40	8	24	16	36	56	28	12	31	308
Roller Skating Lessons, Intermediate	4	8	8	8	8	12	20	-	12	16	11	96
Lime Street Park Community Center												
Basic Dog Obedience	12	-	-	-	-	-	-	-	-	-	12	12
Child Self-Defense	84	144	105	21	64	-	32	64	120	96	81	730
Self-Defense	21	8	8	16	7	-	8	-	16	16	13	100

Not in session/season indicated by -

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Active Participant Numbers - FY 2022-2023												
	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	YTD Average	YTD Totals
Rick Novack Community Center												
Teen/ Adult Hip-Hop	15	25	12	-	20	12	0	0	-	-	12	84
A/Y Open Gym (VB)	132	114	128	107	109	76	119	76	-	-	108	861
Adult Open Gym (B)	15	26	18	9	20	9	120	14	-	-	29	231
Tap/Ballet	21	28	36	52	64	64	65	68	64	84	55	546
Belly Dance, Beginning	12	16	16	16	4	-	8	32	16	12	15	132
Belly Dance, Intermediate	-	8	20	12	4	-	8	12	-	8	10	72
Emerge Elite Basketball	17	-	-	-	-	-	-	-	-	-	17	17
Girls Volleyball	-	-	-	-	140	-	-	-	-	-	140	140
Jazz/Ballet	33	60	42	68	72	80	60	88	36	76	62	615
Karate, Beginning/Intermediate	153	176	176	160	191	196	192	204	180	152	178	1,780
Karate, Mini Tigers	116	158	84	80	144	128	96	112	128	100	115	1,146
Let's Dance!	32	44	48	40	-	-	36	28	16	20	33	264
Let's Dance! Private Lesson	0	0	1	-	-	-	0	0	0	0	0	1
Private Dance Lessons	-	-	-	-	-	-	0	8	8	8	6	24
Volleyball Training (1 day)	160	111	136	72	140	-	136	160	-	0	114	915
Volleyball Training (2 days)	152	171	160	160	180	-	160	160	-	0	143	1,143
Youth Open Gym (B)	20	9	23	11	34	27	16	27	-	-	21	167
Therapeutic Programs (ROD)												
Community Relief Supplies	1,305	1,207	1,095	1,183	914	707	803	727	1,076	1,106	1,012	10,123
Fun in the Sun at Lime Street Pool	292	-	-	-	-	-	-	-	-	-	292	292
Saturday Camp	80	100	112	88	75	87	124	43	54	31	79	794
Special Events	188	308	-	1,602	228	874	-	115	-	2,409	818	5,724
Sports	215	60	351	531	185	61	191	256	455	538	284	2,843
Hesperia Community Park												
Adult Softball Teams (Coed)	-	-	72	144	192	192	-	-	-	96	139	696
Adult Softball Teams (Mens)	-	-	96	240	288	288	-	-	-	385	259	1,297

Not in session/season indicated by -

Does not include "Passive" participants such as spectators, patrons enjoying the parks, etc.

Active Participant Numbers - FY 2022-2023												
	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	YTD Average	YTD Totals
Timberlane Park												
Best Friends	-	140	152	136	180	144	140	160	126	152	148	1,330
Itty Bits	-	91	136	136	90	99	126	128	112	160	120	1,078
Kinder Kids M/W	-	84	105	176	180	160	147	192	154	200	155	1,398
Tiny Tots M/W	-	104	126	128	128	96	126	136	91	144	120	1,079
Tiny Tots T/Th	-	77	80	96	99	64	77	64	77	96	81	730
Facility Rental Guests												
Percy Bakker Community Center	1,510	1,230	550	1,010	850	1,510	1,170	580	430	940	978	9,780
Lime Street Park Community Center	445	4	270	730	600	470	420	530	740	450	466	4,659
Rick Novack Community Center	90	0	90	190	325	170	260	250	160	80	162	1,615
John Swisher Community Center	440	420	120	600	260	120	310	220	130	440	306	3,060
Field Rentals	258	582	618	662	362	348	634	648	699	1,047	586	5,858
Field/Facility User Participants												
HYFL/Hesperia Trojans	-	-	550	149	149	-	-	-	-	-	283	848
National Little League	397	397	255	255	255	-	-	-	388	388	334	2,335
American Little League	390	390	321	321	321	-	-	-	420	420	369	2,583
AYSO Soccer	617	617	759	759	759	-	-	-	868	868	750	5,247
Hesperia Wranglers	75	75	75	75	75	75	75	75	-	-	75	600
Special Events												
HD Pirate Faire	-	-	-	-	-	-	-	-	1,000	-	1,000	1,000
Easter Egg Hunt	-	-	-	-	-	-	-	-	-	2,500	2,500	2,500
Movies in the Park	1,700	-	-	-	-	-	-	-	-	-	1,700	1,700
Bobcat's Summer Concert Series	-	1,800	-	-	-	-	-	-	-	-	1,800	1,800
Hesperia Days	-	-	20,000	-	-	-	-	-	-	-	20,000	20,000
Hesperia Days 5k	-	-	800	-	-	-	-	-	-	-	800	800
Hesperia Days Rodeo	-	-	3,000	-	-	-	-	-	-	-	3,000	3,000
Hot Rod Halloween	-	-	-	6,000	-	-	-	-	-	-	6,000	6,000
Veterans Day Ceremony	-	-	-	-	300	-	-	-	-	-	300	300
Christmas Tree Lighting Ceremony	-	-	-	-	-	4,000	-	-	-	-	4,000	4,000
TOTAL ACTIVE PARTICIPANTS	19,305	14,354	37,866	15,344	13,642	12,625	11,956	11,052	15,314	20,807	14,355	184,365

Not in session/season indicated by -

Does not include "Passive" participants such as spectators, patrons enjoying the parks, etc.

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: JUNE 2, 2023

PHONE: (760) 604-2234

FROM: ~~MARK~~ MICHAEL VARNER, ADMIN OPERATIONS MANAGER
Hesperia Recreation and Park District

TO: KYLE WOOLLEY, GENERAL MANAGER
Hesperia Recreation and Park District

SUBJECT: MAINTENANCE REPORT FOR MAY 2023

Listed below is a brief overview of maintenance completed in the month of May 2023.

Hesperia Civic Plaza Park

- Replaced five 6" pop up sprinklers
- Cleanup after events
- Installed two Falcon sprinklers

Corona Center

- Cleanup of bushes, trees, and weeds
- Pressure washed steps and walkways

Hercules Center

- Cleanup around all buildings

Hesperia Community Park

- Repaired 1" lateral irrigation line
- Repaired ¾" lateral irrigation line
- Replaced two Rainbird Series 5000 sprinklers
- Irrigation walk thru North and South fields
- Parking lot cleanup
- Field prep for ball games
- Pressure washed concrete and bleachers
- Repaired metal door to restroom

Hesperia Lake Park

- Irrigation repairs and checks

- Put in new plant material around waterfall
- Fire pits and BBQs cleaned out
- Cleaning of stream
- Weed abatement around front entrance ways and north side of property
- Removed large fallen branch in day use area
- RE- installed knocked over pillar logs
- Brush hogged between lake and horse area
- Trimmed area at John Swisher Community Center

Lime Street Park and Community Center

- Setup for events
- Toilet in men's restroom repaired
- Secured fence at dog park
- Painted over graffiti in all restrooms
- Fixed flag pole rope and replaced flag
- Removed graffiti at skate park area
- Replaced rubber mats on back fences of ball fields
- Replaced one spicket at tennis court area
- Replaced one Rainbird Series 5000 near tennis court

Live Oak Park

- Performed maintenance
- Lifted trees in BMX area
- Weed abatement around BMX area
- Installed new water heater
- Installed three new door sweeps in BMX building
- Repaired restroom plumbing in rear for all toilets and sinks

Maple Park

- Replaced two 6" sprinklers
- Repaired drip system
- Repaired 1 1/4" irrigation lateral line

Malibu Park

- Graffiti removal inside restrooms
- Replaced fourteen broken sprinklers in ball field
- Replaced nine sprinklers on slope near restroom area

Percy Bakker Community Center

- Weed abatement

Park Center

- Weed abatement

Palm Street Park/Rick Novack Community Center

- Set up for events
- Met with insurance company regarding roof and gym floor repairs
- Capped off one old valve
- Capped off three old sprinklers

Timberlane Park

- Irrigation repairs and checks
- Removal of graffiti
- Cut down damaged unsafe tree

Contracted Maintenance

- Focus more on LMD clean up
- Focus more on trimming and edging
- Focus more on trimming of trees, per contracted height

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: May 15, 2023 **PHONE:** (760) 244-5488
FROM: ~~AW~~ AUDREY WILLIS, ADMINISTRATIVE ASSISTANT
Hesperia Recreation and Park District
TO: KYLE WOOLLEY, GENERAL MANAGER
Hesperia Recreation and Park District
SUBJECT: DISTRICT MARKETING UPDATE FOR APRIL 2023

Listed below is a brief overview of marketing-related items.

Website – The District’s website was visited 22,870 times (+33 from previous month, +3,017 from last year) during the month with a total of 14,652 unique people (-56 from previous month). A total of 19,188 website visits were conducted on mobile devices or tablets (+3,020 from previous month), which equates to 84% (+1% from last month) of our website traffic being conducted on mobile devices.

We can also track which city our website visitors are coming from:

1. Los Angeles	3,031 visits	6. Location Unknown*	783 visits
2. Hesperia	1,993 visits	7. Apple Valley	476 visits
3. Victorville	1,330 visits	8. Barstow	149 visits
4. San Jose	1,017 visits	9. San Bernardino	146 visits
5. San Diego	921 visits	10. Phelan	144 visits

*Location data was not captured due to visitors using a browser that doesn’t allow for analytics to determine its IP address.

The top five (5) webpages visited on the website were:

1. Hesperia Lake Park	6,689 pageviews (15.9%)
2. Homepage	6,451 pageviews (15.3%)
3. HUSD Student Calendar	3,720 pageviews (8.8%)
4. Youth & Adult Sports	2,369 pageviews (5.6%)
5. Aquatics	1,965 pageviews (4.7%)

RecMail/Constant Contact – Staff continues to send out flyers/announcements via RecMail. Our number of RecMail registrants consists of 4,705 people (+17 from previous month).

News Releases – Staff continues to send out news releases to promote District programs and events. News Releases are available to view online at any time at <https://www.hesperiaparks.com/press-releases>.

Facebook – Staff continues to monitor the District’s Facebook account, posting flyers and information.

- @HesperiaParks, the District’s page, had 10,967 “followers” (+109 from previous month) from the top cities of Hesperia, Victorville, Apple Valley, Adelanto, and Oak Hills. 78% of our Facebook fans are female and 46% are in the 25-44 age range.
- @HesperiaLakePark, Hesperia Lake Park’s page, had 14,195 “followers” (+436 from previous month) from the top cities of Hesperia, Victorville, Apple Valley, Los Angeles, and San Bernardino. 52.7% are female and 27% are in the 25-44 age range.

Instagram – The following numbers were captured at the end of the month:

- @HesperiaParks Instagram page had a total of 2,815 followers (+156 from previous month) from the top cities of Hesperia, Victorville, Apple Valley, Oak Hills, and Adelanto. 68% of the followers were female and 74.2% were in the 25-44 age range.
- @TheRealHesperiaLakePark Instagram page had a total of 4,917 followers (+196 from previous month) from the top cities of Hesperia, Victorville, Apple Valley, Los Angeles, and San Bernardino. 71.4% of the followers were male and 69.4% were in the 25-44 age range.



HESPERIAPARKS.com

**REGULAR JOINT MEETING OF THE
HESPERIA RECREATION AND PARK DISTRICT
AND THE
HESPERIA AREA RECREATION DISTRICT FOUNDATION BOARD MEMBERS
Thursday, May 25, 2023 - 6:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

CALL TO ORDER

Meeting was called to order at 6:00 p.m. by Chair Member Blocker.

ROLL CALL

Committee: Roberts, Aguilar
Foundation: Gingerich, Drylie, Blocker, Hill
District Staff: Woolley, Garcia, Zepeda
Other: None

FLAG SALUTE

Member Hill led the flag salute.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None.

COMMUNICATIONS

None.

DISCUSSION/ACTION ITEMS

a. Approval of April 27, 2023, Meeting Minutes

1. Motion made by Member Hill to approve the minutes, seconded by Vice Chair Member Drylie. The motion passed by the following vote:

AYES: Drylie, Blocker, Hill, Gingerich
NOES: None
ABSENT: Daugherty
ABSTAIN: None

b. Foundation Budget Update

1. Mr. Woolley presented the new budget format which shows less line items, though they are still tracked and reported in detail to illustrate trends and status throughout the fiscal year.

c. Events Ad Hoc Committee Update

1. Chair Member Blocker highlighted that Movies in the Park is coming up fast and the beer tent needs to be finalized.

2. The Hesperia Days Rodeo planning is coming along. Equipment is secured, just working on lighting. Sponsorships are coming in steadily, and bigger sponsorships need to be finalized by August. The community is excited.
3. The May Event Ad Hoc Committee meeting was held at Power Play Center where ideas for renovation and future use of the facility as an event center were discussed.

d. Preservation Committee Update

1. Vice Chair Member Drylie reported on the following: recent fundraiser for the museum; geocache box installation and funding; Jr. Historian program; outdoor display area; and an open house for next year.
2. Mr. Woolley added that a POS system will help tremendously across all systems, even showing when to hold events.

DISTRICT FOUNDATION COMMITTEE

a. District Board Report

1. Vice President Roberts reported on the CSDA Legislative Days and CARPD conferences where he learned valuable information and ideas including awards for staff, increasing morale, and quarterly awards for departments. The District Board approved new logos which will be implemented in the coming weeks.
2. Director Aguilar reported that the District Board approved a new salary schedule, set goals for the District including an iconic photo opportunity at each park, and continue grant seeking. He recommended using AI to write grants. The District swore in two new Park Rangers, Ben Caporale and Reginold Cole.
3. Mr. Woolley added that he is working on the restructuring of the District with new job descriptions, titles, and organizational chart.

b. Comments

1. Member Hill commented that the new positions have come from growth over the years and that staff would include one person doing a lot of duties.
2. Chair Member Blocker expressed that he likes the new logos.

STAFF REPORTS

a. Programs/Events/Activities Handouts

1. Mr. Woolley highlighted the following: upcoming meetings; energy improvements; reworking the budget; improved tracking of programs and activity revenue; and new development including a proposed skate park at Palm Street Park.

b. Comments

1. Chair Member Blocker inquired about the splash pad.
2. Vice Chair Member Drylie inquired about the Master Plan, and the agreement for Hesperia Lake Park.

FOUNDATION CHAIR'S COMMENTS

- a. Chair Member Blocker thanked Ms. Garcia and Ms. Willis for their work on the rodeo, and Mr. Woolley for his support. He reported that he presented the scholarship at Sultana High School.

FOUNDATION MEMBERS' COMMENTS

- a. Member Gingerich commented on the process for getting the checks and certificates for the scholarships to the schools, and suggested cornhole or horseshoe tournaments.
- b. Member Hill highlighted meeting dates on the Board calendar.
- c. Vice Chair Member Drylie expressed that he is thrilled with the staff, and that they are enhancing and improving things, making them easier and more effective. It's fabulous to see the new trucks.

ADJOURNMENT - Meeting was adjourned at 7:26 p.m.

DRAFT

**TRI-AGENCY COMMITTEE
REGULAR MEETING
February 15, 2023
MINUTES**



Nils Bentsen (City of Hesperia) called the Tri-Agency Committee Meeting to order at 3:36 p.m. at the City of Hesperia, 9700 Seventh Avenue, City Manager's Conference Room, Hesperia, CA 92345.

CALL TO ORDER

Members

Present: Nils Bentsen, City Manager, City of Hesperia
Rebekah Swanson, Council Member, City of Hesperia
Allison Lee, Council Member, City of Hesperia
Kyle Woolley, General Manager, Hesperia Recreation and Park District
Shawna Irish, Director, Hesperia Recreation and Park District
David Olney, Superintendent, Hesperia Unified School District
Maria Gomez, Board Member, Hesperia Unified School District
Eric Swanson, Board Member, Hesperia Unified School District

Members

Absent: Roman Aguilar III, Director, Hesperia Recreation and Park District (call)

Also Present: Rachel Molina, Assistant City Manager

Present: Tammy Pelayes, Assistant to the City Manager
Jennifer Stringfellow, Secretary to City Manager and City Council
Karabeth Garcia, District Clerk, Hesperia Recreation and Park District
Resa Barillas, Assemblyman Juan Carrillo's Office

PUBLIC COMMENT

- None

1. Approval of Minutes of the Previous Tri-Agency Committee Meeting

It was moved by Board Member Swanson to approve the Minutes of February 15, 2023, seconded by Superintendent Olney, and carried unanimously.

2. Updates from Member Agencies

Hesperia Recreation and Park District Update (HRPD)

- Events and Updates
 - Rick Novack High School Scholarships- applications are due 4/16/23. The HARD Foundation is awarding \$500 scholarships to the top two applications from each bracket
 - Little League Opening Day- 3/11/23
 - High Desert Pirate Faire- 3/18/23 & 3/19/23 from 10am to 6pm at Hesperia Lake Park
 - Easter Egg Hunt- 4/8/23 from 10am to 1pm at Hesperia Community Park
 - Spring Girls Volleyball- Ages 9-17, registration is open until 3/3/23
 - Spring Kids Kamp- 3/27/23 – 3/31/23 from 6am to 6pm at the Lime Street Park Community Center
 - Lifeguard Training Course- registration in online from 2/21/23 to 3/17/23
 - Water Safety Instructor Course- registration is online from 2/21/23 to 4/19/23
 - Hesperia BMX- a new USA BMX sanctioned vendor is up and running at Live Oak Park
 - Hesperia Community Farmer's Mark- moved to Saturdays from 10am to 3pm
 - District offices will be closed on 2/20/23 in observance of Presidents' Day

City of Hesperia (CITY)

- City Projects Update
 - Ranchero Road Widening Update – paving will be scheduled along portions of the corridor weather permitting
 - Silverwood Project- still moving aggressively forward. Plan to have models up in first quarter of 2024

**Tri-Agency Committee
Regular Meeting Minutes
February 15, 2023
Page 2**

- Moratorium on New Car Washes- 45-day moratorium to allow staff to analyze the impact.
- Housing- 80 SFR permits since 7/1/23
- Industrial- going strong
- Military Banner Program- Application period now open, info available on City Website
- Upcoming Events
 - Neighborhood Beautification Day- 2/16/23 from 8am to 12pm at Advance Disposal
 - Community Cleanup Day- 4/22/23
 - The American Red Cross is looking for volunteers for their Sound the Alarm Program
 - City offices will be closed on 2/20/23 in observance of Presidents' Day

Hesperia Unified School District Update (HUSD)

- School District received several Best of the Desert 2022 awards from the Victorville Daily Press
- Middle Schools partnered with Victorville Motors for a fundraiser and raised over \$20,000
- Traffic Concerns- School Police and Sheriff's office have tracked and investigated over 50 traffic complaints
- OHHS Mock Trial team won the championship
- Police Department conducted two district-wide drug and alcohol presentations
- Hesperia High School and Sultana High School earned the College Board's AP Computer Science Female Diversity Award
- Congratulations to Sultana's Coach Terry Cleveland who was named the Victor Valley All-Star Coach
- Congratulations to the five Cedar Middle School Vex Robotics teams who qualified for the State championship
- Shadow Ridge finished up their WASC visit last week on a very positive note
- Businesses job shadowing required to have background/fingerprinting
- Events Update
 - 2/20/23- No School- Presidents' Day
 - 2/25/23- HUSD Board Workshop- 11am – 4pm
 - 2/26/23- Mojave High School WASC Visit Kickoff
 - 3/13/23- HUSD Board Meeting- 4:15pm Closed / 6pm Open
 - 3/27/23 – 3/31/23- No School- Spring Break
 - May- graduation preparation

3. Reports from Chamber and Legislative Representatives

Assemblyman Juan Carrillo's Office (Resa Barillas)

- Supporting constituents with State issues and program resources
- Education and transportation boards and Vet and military affairs
- High Desert transportation corridor between the Antelope and Victor Valleys
- Community workshop first week in April
- Office will be moving to City of Adelanto

4. Identification of Other Items That Are of Mutual Concern and Future Agenda Items

- None

Nils Bentsen adjourned the meeting by declaration at 4:05 p.m.


Jennifer Striggfellow
City of Hesperia

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
SAFETY, SECURITY, AND MAINTENANCE COMMITTEE MEETING
Thursday, May 25, 2023 - 3:30 p.m.
Hesperia Community Park
10200 Datura Road, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 3:36 p.m. by Vice President Roberts.

A. Attendance

Board Committee Members: Aguilar, Roberts
District Staff: Woolley, Varner, Garcia, Zepeda, Hague
Guests: None

Flag Salute

Flag salute led by Vice President Roberts.

Message to the Public/Public Comment

None.

Discussion/Action Items

B. Park Ranger Report

- Park Ranger Zepeda reported on the following: Increase in training and citations; increased activity in parks and calls for service; two additional Park Rangers sworn in; use of cameras; the proposed agreement with Data Ticket; and the proposed budget for the 2023/2024 Fiscal Year for the Park Ranger program.

C. Maintenance Report

- Mr. Varner reported on the following: HVAC units at the Percy Bakker Community Center; repairs to the snack bar at the BMX track; irrigation repairs throughout the parks; improvements to the Hercules fire sprinkler system; repair and improvements to the fencing at the Lime Street Dog Park; light replacement at Epicentre; vehicle acquisition; and weed abatement at Hesperia Lake Park
- The Committee inquired about the announcer booth, bleachers, snacks, and water bottle fountains at Lime Street Park; bench replacement; District-wide painting; and playground fill.

D. Hesperia Community Park Walk-Through

- The Committee discussed the following topics: Columns; benches; scoreboards; stump grinding; chain link fence painting; concrete pile; maintenance yard; repaired dugouts; bunker rake for fields; backdrop height; and possible food options.

Adjournment - Meeting was adjourned at 4:46 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
DEVELOPMENT COMMITTEE MEETING
Tuesday, May 30, 2023 - 3:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 3:00 p.m. by Vice President Roberts.

A. Attendance

Board Committee Members: Roberts, Gregg
District Staff: Woolley, Garcia, Varner, Chavez
Guests: Josh Steeber and supporting staff, SitelogIQ

Flag Salute

The Flag Salute was led by Vice President Roberts.

Message to the Public/Public Comment

- No public comment was made.

Discussion Items

B. SitelogIQ Energy Solutions

- Mr. Steebert, SitelogIQ, presented the committee with proposed energy improvement projects for various facilities.
- The Committee recommended bringing the presentation back to the full Board.

C. Splash Pad Equipment Update

- The Committee discussed possible locations to install the splash pad, and recommended fast-tracking the project as much as possible, while keeping the community informed.

D. Palm Street Skate Park Update

- Options for layout, size, and locations for the installation of the skate park were discussed.

Adjournment - Meeting was adjourned at 4:44 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
EVENT AD HOC COMMITTEE MEETING
Monday, May 1, 2023 - 5:30 p.m.
Lime Street Park
10770 'I' Avenue, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 5:46 p.m. by Director Irish.

A. Attendance

Board Committee Members: Irish, Blocker
District Staff: Woolley, Garcia, Hauser
Guests: Anthony Pelayo, Groovelabs

Message to the Public/Public Comment

None.

Discussion/Action Items

B. Power Play Center Events

- Mr. Pelayo presented the Committee with ideas regarding the potential upgrades and use of the Power Play Center for large events. Staff will continue to meet with him to discuss priorities and feasibility.

C. Special Events Update






- Staff highlighted the following: Movies in the Park and Bobcat Summer Concert Series are coming up; Wicked Customz Red Nose Day Car Show; Rock'n Our Disabilities 5K; Hesperia Community Farmer's Market; RO Indigenous Embrace's Inter-Tribal Spring Celebration; Hesperia Lake Park; Snow machines; Train rides; Mechanical bull; Hesperia Days; and the Fall Festival.

D. Hesperia Days Rodeo




- Chair Member Blocker highlighted: Sponsorships; Equipment; Lighting; Fencing; Sponsor tent; Party planner; John Swisher Community Center setup; Stage; Hay; Ticket sales; Bleachers; and Generators.
- Mr. Woolley commented that staff has identified an alternate parking route and is working on the details.

Adjournment - Meeting was adjourned at 6:36 p.m.





June 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
 <p>HESPERIA Recreation & Park District ... Serving the Community Since 1957</p>				1	2	3
4	5 	6	7 3:30 pm Tri-Agency Committee Meeting	8 5:30 pm Event Ad Hoc	9	10
11	12	13	14 6:00 pm District Board Meeting	15 3:30 pm Safety, Security, & Maintenance Meeting	16 3:30 pm Historical Preservation Committee Meeting	17
18 Father's Day 	19 6:00 pm ASBCSD The Roost Sports Café Yucca Valley	20	21	22 6:00 pm Foundation Meeting	23	24
25 	26	27	28	29	30	 <p>HESPERIA Area Recreation District Foundation</p>

July 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						<i>1</i> Dusk Movies in the Park - Top Gun: Maverick <i>Hesperia Civic Plaza Park</i>
<i>2</i>	<i>3</i> 5:30 pm Event Ad Hoc	<i>4</i> Independence Day District Offices Closed 	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i> Dusk Movies in the Park - Minions: Rise of Gru <i>Hesperia Civic Plaza Park</i>
<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i> 6:00 pm District Board Meeting	<i>13</i>	<i>14</i>	<i>15</i> Dusk Movies in the Park - Elf <i>Hesperia Civic Plaza Park</i>
<i>16</i>	<i>17</i> 6:00 pm ASBCSD Percy Bakker Community Center, Hesperia	<i>18</i>	<i>19</i>	<i>20</i> 3:30 pm Safety, Security, & Maintenance Meeting	<i>21</i> 3:30 pm Historical Preservation Committee Meeting	<i>22</i> Dusk Movies in the Park - Puss in Boots: The Last Wish <i>Hesperia Civic Plaza Park</i>
<i>23/30</i>	<i>24/31</i>	<i>25</i>	<i>26</i>	<i>27</i> 6:00 pm Foundation Meeting	<i>28</i>	<i>29</i> Dusk Movies in the Park - Black Panther: Wakanda Forever <i>Hesperia Civic Plaza Park</i>

August 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4 5:30 pm Bobcat's Summer Concert Series - Skynard & Frynds <i>Hesperia Civic Plaza Park</i>	5
6	7 5:30 pm Event Ad Hoc	8	9 6:00 pm District Board Meeting	10	11 5:30 pm Bobcat's Summer Concert Series - Blue Henrys <i>Hesperia Civic Plaza Park</i>	12
13	14	15	16 3:30 pm Tri-Agency Committee Meeting	17 3:30 pm Safety, Security, & Maintenance Meeting	18 3:30 pm Historical Preservation Committee 5:30 pm Bobcat's Summer Concert Series - B. oK Band <i>Hesperia Civic Plaza Park</i>	19 
20	21 6:00 pm ASBCSD	22	23	24 6:00 pm Foundation Meeting	25 5:30 pm Bobcat's Summer Concert Series - Southern Spirit <i>Hesperia Civic</i>	26
27	28 CSDA Annual Conference <i>Monterey</i>	29 CSDA Annual Conference <i>Monterey</i>	30 CSDA Annual Conference <i>Monterey</i>	31 CSDA Annual Conference <i>Monterey</i>		



Hi-Desert Water District
will be hosting the June 19, 2023 Membership Meeting at:

The Roost Sports Café - Hawks Landing Golf Club
55100 Martinez Trail, Yucca Valley, CA 92284

Social Hour will begin at 6:00p.m.
Call to Order at 6:30p.m.

LUAU IN THE DESERT
Wear something with a Hawaiian or tropical print!



Menu

Entrée Choices: Chicken Marsala or Medallions of Beef in a Peppercorn Sauce
Served with Mashed Potatoes and Fresh Vegetables

All entrees served with salad and dinner roll,
Coffee, Tea, & Water

Cheesecake and Cobbler will be served for dessert.

Cost: \$37.00 per person

PRESENTATION:

Dawne Rowe, San Bernardino County Board of Supervisors
Chairperson & District 3

RSVP with your entrée choice by Monday, June 12, 2023 to:
Kara Garcia at 760-244-5488 ext. 139 or kgarcia@hesperiaparks.com

District/Associate Attendee

- ✓ Payment Due – June 30, 2023
- ✓ Make checks payable to: ASBCSD
- ✓ Mail payments to ASBCSD, Attention: Natalie Barnard, 11081 Muirfield Drive, Rancho Cucamonga, CA 91730
- ✓ Include the name(s) of your attendee(s) with your payment.
- ✓ You will be billed for the dinner if your cancellation is not received by the deadline.
- ✓ A \$2.00 surcharge will be applied if payment is not received within 30 days of the *meeting*.

asbcd.specialdistrict.org

ASBCSD **11081 Muirfield Dr.** **Rancho Cucamonga, CA 91730** **562-433-9448**
President - T. Milford Harrison, Vice-President – Kelly J. Gregg, Secretary/Treasurer – Randall J. Reed,
Director – Ronald L. Coats, Director – Rebecca Kujawa, Director – Melody McDonald, Director – Bob Stadum