



**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*

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**HESPERIA RECREATION AND PARK DISTRICT**

**Wednesday, January 11, 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. Approval of Minutes of Regular Meeting, December 14, 2022
- B. Approval of Minutes of Special Meeting, December 27, 2022

**PULLED CONSENT ITEMS**

**DISCUSSION/ACTION ITEMS**

- C. Presentation From CV Strategies
- D. Presentation From SitelogIQ
- E. Approval to Amend Property Management Contract
- F. Update on Carrying Forward Unspent 2017 Development Impact Fees
- G. Update on Grants with Townsend Public Affairs
- H. Approval of Resolution No. 23-01-01, a Resolution of the Board of Directors of the Hesperia Recreation and Park District Amending a Position and Its Salaries and Benefits
- I. Discussion and Action, Event Coordinator Position
- J. Discussion and Action, Tri-Agency Committee

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

Ad Hoc Committee:

- Event - Irish/Aguilar

**BOARD MEMBER COMMENTS**

**CLOSED SESSION ITEMS**

- K. Closed Session with Legal Counsel Pursuant to Govt. Code Section 54956.9(d)(1) - Existing Litigation - Woods v. HRPD

**REPORT FROM CLOSED SESSION, IF ANY**

**ANNOUNCEMENTS**

The next Regular Board Meeting is scheduled for February 8, 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:** January 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 1/11/2023

**DISCUSSION/ACTION ITEMS**

**C. Presentation From CV Strategies**

**Background:** As requested by the Board at the December 14, 2022, regular meeting, CV Strategies has prepared a presentation with marketing strategy options. Potential items could include a rebranding with distinction from the city, and a deeper look at our target market.

**Recommendation:** Consensus of the Board.

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

**D. Presentation from SitelogIQ**

**Background:** SitelogIQ will present to the Board on Nem 3.0 and the Lime Street Park aquatic center.

**Recommendation:** Authorize the General Manager to sign the Interconnection Application for utilities.

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

**E. Approval to Amend Property Management Contract**

**Background:** At the December 14, 2022, regular meeting, the Board requested CPI Properties bring an amendment to their contract for approval in January to include collection of rent and monthly inspections of the commercial properties.

The proposed amendment is in your tab for your review. It is dated to begin January 12, 2023, as the original contract expires on July 12, 2023. This would be a six-month agreement.

**Recommendation:** Approve amendment to Property Management Contract.

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

1. Property Management Contract Amendment
2. CPI Capital Proposal
3. CPI Capital Current Professional Services Agreement

#### **F. Update on Carrying Forward Unspent 2017 Development Impact Fees**

**Background:** The Board approved the finding of need to carry forward unspent 2017 Development Impact Fees at the special meeting on December 27, 2022. Our professional consultant will be present at the meeting to give an update on the data and answer any questions you may have.

**Recommendation:** Receive update, and proceed in the process to carry forward unspent 2017 Development Impact Fees.

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

#### **G. Update on Grants with Townsend Public Affairs**

**Background:** The purpose of this discussion is to provide a brief strategy and outline of upcoming funding opportunities, and progress that could meet the Hesperia Recreation and Park District's funding needs. Alex Gibbs, Senior Associate from Townsend Public Affairs, Inc., will present the update on grants to the Board.

**Recommendation:** Information only.

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

#### **H. Approval of Resolution No. 23-01-01, a Resolution of the Board of Directors of the Hesperia Recreation and Park District Amending a Position and Its Salaries and Benefits**

**Background:** In order to fill the need of Human Resources staff at for the District, Resolution No. 23-01-01 is provided in your tab which outlines the change in title for the position of Payroll Specialist to Human Resources Coordinator. The resolution would take effect upon approval.

**Recommendation:** Approve Resolution No. 23-01-01.

**Fiscal Impact:** None.

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

1. Resolution No. 23-01-01

**I. Discussion and Action, Event Coordinator Position**

**Background:** This item was put on the Agenda by Board member direction. Staff will defer the introduction of this item to the Board. A draft job description for an Event Coordinator is included in your tab. Salary range or benefits will need to be determined if the Board chooses to move forward with the creation of the new position.

**Recommendation:** Consensus of the Board.

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

1. Draft Event Coordinator Job Description

**J. Discussion and Action, Tri-Agency Committee**

**Background:** This item was put on the Agenda by Board member direction. Staff will defer the introduction of this item to the Board.

**Recommendation:** Consensus of the Board.

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

**HESPERIA RECREATION AND PARK DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING  
December 14, 2022**

**MINUTES**

**CALL TO ORDER**

The Hesperia Recreation and Park District Board of Directors Regular Meeting was called to order by President Aguilar at 6:00 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

**ROLL CALL**

**ATTENDANCE**

**BOARD PRESENT:** Aguilar, Irish, Gonzalez, Roberts, Gregg  
**BOARD ABSENT:** None  
**STAFF PRESENT:** Woolley, Garcia, Zepeda  
**OTHER:** John Connelly and JoAnn Nyal, CPI Capital Properties

**APPROVAL OF AGENDA**

It was moved by Director Gonzalez and seconded by Director Gregg to approve the Agenda. The motion passed by the following roll call vote:

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

**FLAG SALUTE**

The Flag Salute was led by Director Gregg.

**PROCLAMATIONS AND PRESENTATIONS**

None.

**MESSAGE TO THE PUBLIC/PUBLIC COMMENT**

- James Blocker addressed the Board regarding the Hesperia Days Rodeo 2023.

**CONSENT ITEMS**

**A. Approval of Minutes of Regular Meeting, November 16, 2022**

**MOTION:** It was moved by Director Gregg and seconded by Director Gonzalez to approve Consent Item A. The motion passed by the following roll call vote:

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

**ABSTAIN:** None

**PULLED CONSENT ITEMS**

None.

**Director Gregg requested to move Item H. to after Item E.**

**DISCUSSION/ACTION ITEMS**

**B. Announcement and Acceptance of Certification of Election**

**MOTION:** No motion was made.

**C. Oath of Office**

**MOTION:** No motion was made.

Meeting recessed from Open session at 6:19 p.m.

Meeting reconvened into Open session at 6:30 p.m.

**D. Annual Election of Officers -President, Vice President, and Board Secretary**

**PRESIDENT:** President Aguilar opened nominations for President. Director Gonzales nominated Roman Aguilar; President Aguilar declined. Director Roberts nominated Kelly Gregg, seconded by President Aguilar. No other nominations were made. President Aguilar closed nominations.

It was moved by Director Roberts and seconded by President Aguilar to elect Kelly Gregg President of the Hesperia Recreation and Park District Board of Directors passed by the following roll call:

**AYES:** Roberts, Gregg, Aguilar, Irish, Gonzalez

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**VICE PRESIDENT:** Director Aguilar opened nominations for Vice President. President Gregg nominated James Roberts, seconded by Vice President Irish. No other nominations were made. Director Aguilar closed nominations.

It was moved by President Gregg and seconded by Director Irish to elect James Roberts Vice President of the Hesperia Recreation and Park District Board of Directors passed by the following roll call:

**AYES:** Gregg, Aguilar, Irish, Gonzalez, Roberts

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**BOARD SECRETARY:** Director Aguilar opened nominations for Board Secretary. Director Aguilar nominated Karabeth Garcia, seconded by Director Irish. No other nominations were made. Director Aguilar closed nominations. It was moved by Director Aguilar and seconded by Director Irish to appoint Karabeth Garcia Board Secretary of the Hesperia Recreation and Park District Board of Directors. The motion passed by the following roll call vote:

**AYES:** Aguilar, Irish, Gonzalez, Roberts, Gregg

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

- The Board thanked Director Aguilar for his service as Board President for the past two years.

**E. Appointment of Board Committees**

Appointments to the Board Committees were made as follows:

Personnel – Irish, Chair; Gregg – Vice Chair

Tri-Agency – Aguilar, Chair; Irish, Vice Chair; Gonzalez, Alternate

Foundation – Gonzalez, Chair; Roberts, Vice Chair; Aguilar, Alternate

Safety, Security, and Maintenance – Roberts, Chair; Aguilar, Vice Chair

Finance – Gregg, Chair; Irish, Vice Chair

Development – Roberts, Chair; Gregg, Vice Chair

**Item H was addressed at this time.**

**F. CPI Capital Management**

**MOTION:** No motion was made.

**G. Approval of Hesperia Days Rodeo 2023 Event**

**MOTION:** It was moved by Director Aguilar and seconded by Director Irish to approve the Hesperia Days Rodeo 2023 Event. The motion passed by the following roll call vote:

**AYES:** Irish, Roberts, Gregg, Aguilar, Gonzalez

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**H. Appoint Hesperia Days Rodeo Ad Hoc Committee Members**

(This item was addressed after Item E.)

**MOTION:** It was moved by Director Aguilar and seconded by Vice President Roberts to create an Event Ad Hoc Committee with two HRPD Board Directors and one HARD Foundation Member. The motion passed by the following roll call vote:

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

Appointments to the Event Ad Hoc Committee were made as follows:

Irish, Chair; Aguilar, Vice Chair; Gonzalez, Alternate

**I. Discussion, Plan for Traffic and/or Drugs in Parks**

**MOTION:** No motion was made.

**J. Vision Statement and Core Values**

Meeting recessed from Open session at 8:00 p.m.

Meeting reconvened into Closed session at 8:06 p.m.

**MOTION:** No motion was made.

**K. Social Media Marketing Update**

**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. General Manager

- Mr. Woolley highlighted the following: Upcoming events; Winter Kids Kamp, Jolly Parade; Winter Youth Basketball; Rick Novack High School Scholarship; Hesperia Lake Park Photo Contest; and upcoming CSDA and CARPD conferences.

## BOARD MEMBER REPORTS

### Standing Committees:

#### **Recreation Foundation - Gonzalez/Roberts**

Director Roberts reported on the November 24 meeting.

#### **Tri-Agency - Aguilar/Roberts**

No meeting held.

#### **Safety, Security, and Maintenance - Roberts/Gregg**

Directors Roberts and Gregg reported on the November 17 meeting.

#### **Personnel Committee - Irish/Gregg**

No meeting held.

#### **Finance Committee - Gregg/Aguilar**

No meeting held.

#### **Development - Gregg/Irish**

No meeting held.

## BOARD MEMBER COMMENTS

- Director Aguilar thanked the Board for the opportunity to lead. They are an amazing team and everyone respects each other. He's excited to see a different perspective, and it's healthy to have a new leader. He thanked President Gregg for stepping up, and is looking forward to a great year.
- Director Gonzalez thanked Director Aguilar for all he's done. He thanked the Board, staff, General Manager, and Park Rangers. He attended the Christmas Tree Lighting Ceremony which was a good event. A lot of people came out.
- Director Irish is looking forward to the next four years. She thanked the Board and staff, and expressed that we are going to get a lot done.
- Vice President Roberts agreed with Director Irish and is excited to see where the District is going in the next four years.
- President Gregg thanked his colleagues for trusting his ability to lead, and Director Aguilar for keeping them on the right path. He expressed that the Board has a cohesive feel and the District's best interests at heart. They may not agree on everything but leave as colleagues and friends. The District has great leadership with Mr. Woolley. He wished everyone Happy Holidays and is looking forward to a great 2023.

Meeting recessed from Open session at: 9:02 p.m.

Meeting reconvened into Closed session at: 9:08 p.m.

## CLOSED SESSION ITEMS

- A. Closed Session with Labor Negotiator Pursuant to Govt. Code 54957.6**  
**Agency Negotiator: General Manager**  
**Negotiating with: All Employees**

Meeting recessed from Closed session at: 9:53 p.m.

Meeting reconvened into Open session at: 9:53 p.m.

**REPORT FROM CLOSED SESSION, IF ANY**

Nothing to report.

**ANNOUNCEMENTS**

The next Regular Board Meeting is scheduled for Wednesday, January 11, 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 9:55 p.m.

Respectfully submitted,

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Kyle Woolley  
General Manager

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Karabeth Garcia  
Board Secretary/Clerk of the Board

DRAFT

**HESPERIA RECREATION AND PARK DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING  
December 27, 2022**

**MINUTES**

**CALL TO ORDER**

The Hesperia Recreation and Park District Board of Directors Special Meeting was called to order by Vice President Roberts at 6:00 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

**ROLL CALL  
ATTENDANCE**

<b>BOARD PRESENT:</b>	Aguilar, Irish, Gonzalez, Roberts
<b>BOARD ABSENT:</b>	Gregg
<b>STAFF PRESENT:</b>	Woolley, Garcia, Darling
<b>OTHER:</b>	Cindy Prothro, Consultant

**FLAG SALUTE**

The Flag Salute was led by Vice President Roberts.

**PROCLAMATIONS AND PRESENTATIONS**

None.

**MESSAGE TO THE PUBLIC/PUBLIC COMMENT**

None.

**CONSENT ITEMS**

None.

**DISCUSSION/ACTION ITEMS**

**A. Approve Finding of Need to Carry Forward Unspent 2017 Development Impact Fees**

**MOTION:** It was moved by Director Irish and seconded by Director Aguilar to approve the finding of need to carry forward unspent 2017 Development Impact Fees. The motion passed by the following roll call vote:

<b>AYES:</b>	Irish, Gonzalez, Roberts, Aguilar
<b>NOES:</b>	None
<b>ABSENT:</b>	Gregg
<b>ABSTAIN:</b>	None

**CLOSED SESSION ITEMS**

None.

**REPORT FROM CLOSED SESSION, IF ANY**

None.

**ANNOUNCEMENTS**

The next Regular Board Meeting is scheduled for Wednesday, January 11, 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 Vice President Roberts at 6:19 p.m.

Respectfully submitted,

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Kyle Woolley  
General Manager

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Karabeth Garcia  
Board Secretary/Clerk of the Board

First AMENDMENT TO EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OR LEASE OF REAL PROPERTY

This Document will be attached to, and become part of Original Mgmt Agreement.

THIS AMENDMENT is made and entered into as of January 12, 2023, by and between Hesperia Recreation and Park District ("Owner") and CPI Capital Properties ("Broker") (collectively hereinafter the "Parties").

WHEREAS, on or about July 12, 2018 an Exclusive Right to Represent Owner for Sale or Lease of Real Property ("Agreement") was entered into by and between Owner and Broker relating to certain real property commonly known as: SEE EXHIBIT A (hereto attached) (the "Property"), and

WHEREAS, Owner and Broker [ ] have [X] have not previously amended said Agreement, and

WHEREAS, the Owner and Broker now desire to amend said Agreement,

NOW, THEREFORE, for payment of ONE DOLLAR and other good and valuable consideration to Owner, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to make the following additions and modifications to the Agreement:

- TERM: The expiration date for the Agreement is hereby [ ] advanced [ ] extended to [ ]
SALE; PRICE AND TERMS: The price and terms for the sale of the Property specified in the Agreement are hereby modified in the following respects: N/A
LEASE; RENT AND TERMS: The rent and terms for the leasing or renting of the Property specified in the Agreement are hereby modified in the following respects:
COMMISSION: The amount of the commission payable to Broker is hereby changed to:
[X] Other: CPI Capital Properties will be responsible to collect the monthly rent and perform monthly inspections at the properties identified in Exhibit A.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all Parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party.

All other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

INITIALS

INITIALS

EXECUTED as of the day and year first above written.

By Owner:

Hesperia Recreation and Park District

By: \_\_\_\_\_

Name Printed: Kyle Woolley

Title: General Manager

By Broker:

CPI Capital Properties

By: \_\_\_\_\_

Name Printed: John Connolly

Title: Property Manager

Broker DRE License #: Corporate #00876000

Agent DRE License #: 00511057

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

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

Fax: (760) 243-1789

Email: john@cpu-capital.com

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**EXHIBIT A**

**SCOPE OF WORK**

Under the direction of the General Manager or his designee, the selected Vendor will provide services for the following properties:

**LOCATION OF COMMERCIAL PROPERTIES:**

Address	# of Units	Total Tenant Sq. Ft.
Park Center, 9594 "I" Avenue, Hesperia	8	14,245

UNIT#	SQ. FT.	UNIT#	SQ. FT.
A	1,292	B/C	4,447
D	1,261	E	1,144
F	1,144	G	1,560
H	1,392	I	2,005

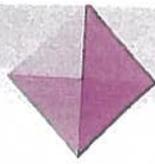
Address	# of Units	Total Tenant Sq. Ft.
Hercules Complex, 17508 Hercules, Hesperia	8	23,544

UNIT #	SQ. FT.	UNIT #	SQ. FT.
A-1	2,400	A-2	5,518
A-3	3,948	A-4	3,798
B-5 (A)	2,000	*B-5 (B)	1,980
B-6	1,980	*B-7	3,900
B-8	3,900		

Address	# of Units	Total Tenant Sq. Ft.
Corona Center, 10770 "I" Avenue, Hesperia	7	7,530

UNIT #	SQ. FT.	UNIT #	SQ. FT.
101	950	102	1,080
103	1,100	*104	1,100
105	1,100	106	1,100
107	1,100	108	1,100

*Note Asterisked units are not currently under property management and are not included in Total Tenant Square Footage, but maybe added at a later time.*



# CPI CAPITAL

A Real Estate Management, Leasing, Sales & Investment Company

December 13, 2022

To: Kyle Woolsey, General Manager, Hesperia Recreation & Park District & Hesperia HRPD Board of Directors:

From: John Connolly, CPI Capital Properties

REF: Property Management Agreement

Please accept this letter as a Proposal to increase CPI Capital's Management Responsibilities by adding the MONTHLY COLLECTION OF RENTS and performing MONTHLY INSPECTIONS of the following properties:

- A) PARK CENTER, 9594 I AVENUE
- B) SKATE PARK CENTER, 10770 I AVENUE
- C) ROCK CHURCH CENTER, 17508 HERCULES

The current Management Responsibilities of the above referenced properties include responding to Tenant complaints of maintenance problems, addressing Tenant relationship problems, Landlord issues with Tenants not paying rent on time and serving Notices to Pay Rent or Quit and continue with the process of Eviction through an Eviction Company if necessary. JoAnn Nyal, CPI Capital's Property Manager, works closely with HRPD's Facilities Director to handle other problems that occur from time to time by contacting Vendors to obtain "bids" to perform work and follow through to make sure the work is completed at the 3 facilities.

The additional responsibilities that are being proposed by CPI Capital Properties is to add to their current responsibilities by Collecting Monthly Rents, Maintaining Trust Account(s) and conducting monthly Property Inspections of the 3 facilities. These added responsibilities make CPI Capital Properties a Full Service Management Company.

CPI Capital currently receives \$500 per month for each facility, which is a total of \$1,500 per month. I am proposing the monthly fee be increased to \$750 per month for each facility which totals \$2,150 per month. This amount is being requested due to the added responsibility of collecting and handling all monies from the 3 facilities and the added time that will be spent inspecting the 3 facilities on a monthly basis. The terms of this agreement would go into effect January 1, 2023, per the request of HRPD Board of Directors and General Manager of HRPD and expire on July 11, 2023, when the current five (5) year contract expires.

Respectfully submitted,

John Connolly, Property Manager

Hesperia Recreation and Park District

Commercial Property Management  
PROFESSIONAL SERVICES AGREEMENT  
Amendment #1

Pursuant to:

**Section 2. COMPENSATION.** District hereby agrees to pay Vendor a monthly property management sum not to exceed \$ 500 per month per property not withstanding any contrary indications that may be contained in Vendor's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

**8.2 Extension.**

Both parties mutually agree to extend the Agreement with the Effective Date of July 12, 2013, on the same terms for an additional five (5) years from the date of expiration, July 12, 2018, thereby extending the terms of the Agreement to July 11, 2023.

The Parties have executed this Agreement amendment as of July 13, 2018.

HESPERIA RECREATION & PARK DISTRICT



Lindsay Woods, General Manager  
Hesperia Recreation and Park District  
P.O. Box 401055  
Hesperia, CA 92340

DATE: 7/13/18

VENDOR



John Connolly, Owner  
CPI Capitol  
P.O. Box 1717  
Victorville, CA 92393

DATE: 7/12/18



Presented @ 7-10-13  
BOD mtg

## Commercial Property Management PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Professional Services ("Agreement") is made this 12<sup>th</sup> day of July, 2013 ("Effective Date") by and between the Hesperia Recreation and Park District ("District") and ("Vendor") (together sometimes referred to as the "Parties").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Vendor shall provide to District the services described in the Scope of Work attached as **Exhibit A**, and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end five (5) years from the effective date. Vendor shall complete the work described in Exhibit A on an ongoing basis, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Vendor to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Vendor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Vendor is engaged in the geographical area in which Vendor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 **Assignment of Personnel.** Vendor shall assign only competent personnel to perform services pursuant to Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Vendor shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.
- 1.4 **Time.** Vendor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Vendor's obligations hereunder.
- 1.5 **Authorization to Perform Services.** The Vendor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 2. COMPENSATION.** District hereby agrees to pay Vendor a monthly property management sum not to exceed \$400.00 per month per property notwithstanding any contrary indications that may be contained in Vendor's proposal, for services to be performed and



reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. District shall pay Vendor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Vendor for services rendered pursuant to this Agreement. Vendor shall submit all invoices to District in the manner specified herein. Except as specifically authorized in advance by District, Vendor shall not bill District for duplicate services performed by more than one person.

- 2.1 **Invoices.** Vendor shall submit separate monthly invoices for each managed property during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.,
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At District's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Vendor and each employee, agent, and subcontractor of Vendor performing services hereunder necessary to complete the work described in Exhibit A;
  - Receipts for expenses to be reimbursed;
  - The Vendor's signature.
- 2.2 **Monthly Payment.** District shall make monthly payments, based on invoices received for services rendered each month, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Vendor.
- 2.3 **Commission Payment(s).** District shall pay commissions within sixty (60) days from receipt of invoice and full execution of lease and all other required conditions have been satisfactorily performed. District will maintain the right to negotiate a payment schedule for commissions in excess of \$2,500.00. In the event the DISTRICT refers a tenant to the VENDOR and the tenant enters into a lease agreement the amount of the VENDORS initial commission will be reduced by 25%.



**2.3.1** Commission rates are as follows:

- a. Existing Tenant (renewed/renegotiated lease) commission rate 3% for renewed term.
- b. New tenant commission rate 1 month rate up to 1 year.
- c. Multi year lease:
  - c.1 Year 1, 6%
  - c.2 Year 2, 5%
  - c.3 Each year thereafter, 4%

**2.4** **Total Payment.** District shall not pay any additional sum for any expense or cost whatsoever incurred by Vendor in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Vendor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

**2.5** **Reimbursable Expenses.** Reimbursable expenses are to be negotiated prior to the performance of said services.

**2.6** **Payment of Taxes.** Vendor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

**2.7** **Payment upon Termination.** In the event that the District or Vendor terminates this Agreement pursuant to Section 8, the District shall compensate the Vendor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Vendor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**Section 3. FACILITIES AND EQUIPMENT.** Except as otherwise provided, Vendor shall, at its sole cost and expense, provide all facilities, supplies and equipment necessary to perform the services required by this Agreement. In no event shall District be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.



**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Vendor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Vendor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to the District. Vendor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Vendor's compensation. Vendor shall not allow any subcontractor to commence work on any subcontract until Vendor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to District. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Vendor and available or applicable under this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

**4.1 Workers' Compensation.** Vendor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General Insurance and Automobile Liability Insurance.**

**4.2.1 Commercial General Liability Insurance:** Vendor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities



contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Vendor shall require and verify that all employees/agents of the Vendor maintain Automobile Liability coverage in the amount of \$300,000 personal liability and \$100,000 property damages (per accident) for any employee/agent of the Vendor who operates an automobile on any District owned property as a part of their Vendor related activities or duties. No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

**4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Vendor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Vendor must provide



extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise, at the Vendor's sole cost and expense, any extended reporting provisions of the policy, if the Vendor cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VI.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Vendor shall furnish District with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 4.4.3 **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified, mail, return receipt requested, has been given to the District. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Vendor shall provide written notice to District at Vendor's earliest possible opportunity and in no case later than ten (10) working days after Vendor is notified of the change in coverage.
- 4.4.4 **Additional insured; primary insurance.** District and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor (excluding District provided tradesmen), including the insured's general supervision of Vendor; products and completed operations of Vendor, as applicable; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or authorized volunteers.



A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

**4.4.5 Subcontractors.** Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.6 Variation.** Contract Administrator may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

**4.4.7** No policy required hereunder shall prohibit Vendor from waiving any right of recovery prior to loss. Vendor hereby waives such right with regard to the Indemnities set out below in Section 5.

**4.5 Remedies.** In addition to any other remedies District may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Vendor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

## **Section 5. INDEMNIFICATION**

Vendor shall indemnify, defend with counsel acceptable to District and hold harmless the District and its officials, officers, employees, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened, (including but not limited to attorneys' fees and costs, court costs, interest defense



costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Vendor or by any individual or entity for which Vendor is legally liable, including but not limited to officers, agents, employees or subcontractors of Vendor.

The foregoing obligation of Vendor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents or authorized volunteers and (2) the actions of Vendor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

#### **Section 6. STATUS OF VENDOR.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Vendor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Vendor only insofar as the results of Vendor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise District shall not have the right to control the means by which Vendor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Vendor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

#### **Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this agreement.
- 7.2 **Compliance with Applicable Laws.** Vendor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.



- 7.3 **Licenses and Permits.** Vendor represents and warrants to District that Vendor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to practice their respective professions, including but not limited to a California Real Estate License. Vendor represents and warrants to District that Vendor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Vendor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** District may cancel this Agreement at any time and without cause upon written notification to Vendor.

Vendor may cancel this Agreement upon 90 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Vendor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Vendor delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Vendor or prepared by or for Vendor or the District in connection with this Agreement.

- 8.2 **Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Vendor understands and agrees that, if District grants such an extension, District shall have no obligation to provide Vendor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Vendor for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** District and Vendor recognize and agree that this Agreement contemplates personal performance by Vendor and is based upon a determination of Vendor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and



competence of Vendor. Vendor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Vendor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Vendor's employ, Vendor shall notify District immediately.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Vendor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Vendor.** If Vendor materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, any or all of the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Vendor pursuant to this Agreement;

8.6.3 Retain a different Vendor to complete the work described in Exhibit A not finished by Vendor; or

8.6.4 Charge Vendor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Vendor pursuant to Section 2 if Vendor had completed the work.

## Section 9. **KEEPING AND STATUS OF RECORDS.**

9.1 **Records Created as Part of Vendor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Vendor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Vendor hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Vendor agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.



- 9.2 **Vendor's Books and Records.** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Vendor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Vendor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of, the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in San Bernardino County.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Vendor Representative.** All matters under this Agreement shall be handled for Vendor by Terry Martinez.



10.7 **District Contract Administration.** This Agreement shall be administered for the District Willow Miller ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.8 **Notices.** Any written notice to Vendor shall be sent to:

John Connolly, Owner  
CPI Capitol  
P.O. Box 1717  
Victorville, CA 92393

Any written notice to District shall be sent to the Contract Administrator with a copy to:

Lindsay Woods, General Manager  
Hesperia Recreation and Park District  
P.O. Box 401055  
Hesperia, CA 92340

10.9 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between District and Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one.

The Parties have executed this Agreement as of the Effective Date

HESPERIA REC. & PARK DISTRICT

VENDOR

\_\_\_\_\_  
Lindsay Woods, General Manager

\_\_\_\_\_  
John Connolly, Owner

Approved as to Form:

\_\_\_\_\_  
Elizabeth Martyn, District Attorney



**EXHIBIT A**

**SCOPE OF WORK**

Under the direction of the General Manager or his designee, the selected Vendor will provide services for the following properties:

**LOCATION OF COMMERCIAL PROPERTIES:**

Address	# of Units	Total Tenant Sq. Ft.
Park Center, 9594 "I" Avenue, Hesperia	8	14,245

UNIT#	SQ. FT.	UNIT#	SQ. FT.
A	1,292	B/C	4,447
D	1,261	E	1,144
F	1,144	G	1,560
H	1,392	I	2,005

Address	# of Units	Total Tenant Sq. Ft.
Hercules Complex, 17508 Hercules, Hesperia	8	23,544

UNIT #	SQ. FT.	UNIT #	SQ. FT.
A-1	2,400	A-2	5,518
A-3	3,948	A-4	3,798
B-5 (A)	2,000	*B-5 (B)	1,980
B-6	1,980	*B-7	3,900
B-8	3,900		

Address	# of Units	Total Tenant Sq. Ft.
Corona Center, 10770 "I" Avenue, Hesperia	7	7,530

UNIT #	SQ. FT.	UNIT #	SQ. FT.
101	950	102	1,080
103	1,100	*104	1,100
105	1,100	106	1,100
107	1,100	108	1,100

*Note Asterisked units are not currently under property management and are not included in Total Tenant Square Footage, but maybe added at a later time.*



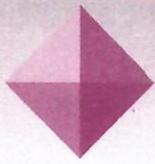
A. **Property Management Responsibilities:** The Property Manager will be required to provide full service, professional building management services and shall provide those services in accordance with the highest of professionalism, skill, workmanship and applicable trade practices and shall conform to all applicable codes and regulations. Vendor must possess a California Real Estate license. Responsibilities shall include:

- Become familiar with and maintain existing tenant lease agreements.
- Maintain up to date knowledge of pertinent tenant laws.
- Provide, issue, accept and process possible future rental/lease agreements or existing tenant lease renewals.
- Confront tenants in the course of enforcing lease terms and agreements.
- Provide complete financial accounting for the property in accordance with acceptable Standards (see Option B).
- Respond to tenant related requests and trouble calls.
- Actively and aggressively promote and advertise any and all property vacancies to secure new tenants.
- Identify and provide minor site, building or system maintenance and repair efforts using qualified contractors or trades persons in accordance with District procedures, rules and regulations.
- Identify and assist the District in providing major site, building or system repair or replacement efforts using qualified contractors or trades persons in accordance with District procedures, rules and regulations.
- Maintain security and locking systems. Maintain and issue keys to tenants and District personnel as agreed and appropriate.
- Provide a 24 hour contact for trouble or security calls.
- Adhere to all District commercial property procedures and guidelines.
- Maintain an office in the Victor Valley area that can serve both the property owner and property tenants.

B. **Description of Work**

General Administration - Respond to all tenant inquiries, monitor property activities and take responsibility for enforcement of the terms and conditions of the lease as it pertains to each tenant.

Tenant Leasing - Be responsible for the procurement of new tenants for property; work with the District to establish lease rates and in the negotiation of available spaces. Follow up with tenants in regard to the exercise of tenant options, rent increase, preparation of lease, new and revised, renegotiation of leases, terminations and initiation of enforcement proceedings for noncompliance.



# CPI CAPITAL

A Real Estate Management, Leasing, Sales & Investment Company

## WE ARE MOVING

After 14 years at our current location, due to the growth of our company we have found it necessary to move into a larger space. We are proud to announce our new address to be:

14393 Park Avenue, Suite 100  
Victorville CA 92392  
(Corner of Park & Sage)

Commencement date at new location will be Tuesday, September 4, 2018. We are looking forward to moving into our new "DIGS", which will offer a more professional setting, including private offices for Property Management Staff and Real Estate Agents and a large conference room.

Our mailing address, P.O. Box 1717, Victorville, CA 92393, will remain the same. Our phone number, 760-243-2205, will also remain the same.

We would like to extend an invitation to everyone to visit our new office after we move in.

Respectfully,

Terry Martinez  
Office Manager

**RESOLUTION NO. 23-01-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA  
RECREATION AND PARK DISTRICT AMENDING A POSITION AND ITS  
SALARIES AND BENEFITS**

**WHEREAS**, the Board has instructed the General Manager to process a change in title for the position of Payroll Specialist to Human Resource Coordinator as set out in Exhibit A, attached and incorporated, and add to the benefits associated with that position to provide for a 2% deferred compensation contribution and 96 hours annually of paid management leave; and

**WHEREAS**, after review and discussion, the Board has determined that such changes are in the best interests of the District.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE HESPERIA  
RECREATION AND PARK DISTRICT DOES RESOLVE AND ORDER AS  
FOLLOWS:**

1. The recitals set out above are true and correct.
2. The Human Resource Coordinator hereby is created as a new position, replacing the Payroll Specialist with the job duties and salary set out in Exhibit A, attached and incorporated. In addition, the position shall qualify for a 2% deferred compensation contribution and 96 hours annually of paid management leave effective as of the effective date of this Resolution.
5. The General Manager is authorized and directed to implement the provisions of this Resolution.
6. Effective date. This resolution shall take effect as of January 11, 2023.

**PASSED, APPROVED, and ADOPTED this 11th day of January 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. 23-01-01 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 11<sup>th</sup> day of January 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
District Secretary  
Hesperia Recreation and Park District

**HESPERIA RECREATION AND PARK DISTRICT**  
**HUMAN RESOURCE COORDINATOR**  
(Exempt/At-Will Position)  
JOB DESCRIPTION

**Definition**

The Human Resource Coordinator, under direction of the General Manager, provides administrative support and performs a wide variety of responsible, technical, and professional duties in Human Resources.

Positions in this class are characterized by their ability to perform assigned duties with only occasional instruction or assistance. Judgment is sometimes required pertaining to when and how established procedures or guidelines are to be applied. Significant deviations from established procedures require prior approval.

**Essential Functions**

1. Prepares a variety of reports, letters, and memos.
2. Keeps and maintains files, logs, manuals, and records.
3. Researches, interprets, and applies technical and procedural information.
4. Plans, assigns, trains, and coordinates the work of others to ensure work products are timely and accurate.
5. Develops and implements procedures.
6. Ensures compliance with all state and federal laws and regulations.
7. Proofs and corrects a variety of material for grammar, accuracy, format, and conformity to District policy.
8. Processes Worker's Compensation Claims.
9. Coordinates employee benefits.
10. Guides the hiring process; job descriptions, employment ads, applications, examinations, interviews, pre-employment screenings, and orientation guidelines.

**Marginal Functions**

1. Will perform additional tasks as required and needed. While performing any of the above duties, must be aware that he/she is acting as a representative and must be public relations conscious.

**Benefits**

- District paid employee and dependent health, dental, and vision insurance coverage.
- Term life insurance coverage of \$50,000.
- Paid vacation of up to 25 days a year depending on tenure, plus an employee buy back option.
- Paid sick leave as per policy.
- 13 paid holidays per year.
- Retirement with San Bernardino County Employees' Retirement Association.
- Voluntary Deferred Compensation Program available.
- District does not participate in the Social Security Program, except for the mandatory 1.45% Medicare Contribution.

The Human Resource Coordinator also receives the following benefits:

- 2% District Paid Deferred Compensation.
- 96 hours of management leave per year.
- Supplied District Cell Phone.

**Minimum Qualifications**

Knowledge of:

- English usage, spelling, grammar, and punctuation; telephone etiquette, basic arithmetic, and modern office methods and equipment.
- Microsoft Office Suite.
- Secretarial skills, communication, public relations, and policies.
- Federal, state, and local laws and regulations.
- Principles, practices, and techniques of personnel administration preferred.

Ability to:

- Be tactful and adept when dealing with others.
- Organize and prioritize work.
- Perform work with accuracy and attention to detail.
- Understand specialized documents and other materials encountered in the work.
- Work with other employees and maintain cooperative working relationships.
- Demonstrate strong verbal and written communication skills.

Experience/Education:

- High School diploma or equivalent.
- Bachelor's Degree from an accredited college and/or progressive experience in a closely related field at a public agency.
- Supplemented by college level course work in Business Administration or related field.
- Two years of complex clerical experience in an office environment.
- One year of Human Resource experience preferred.
- Possess a work history that demonstrates maturity, longevity, and commitment.

**Working Conditions**

Environmental Conditions: Almost always works indoors in temperature-controlled environment; exposure to potentially hazardous chemicals, various colognes/perfumes, dust, fumes from printing cartridges; exposure to noise/vibrations from office machines.

Physical Conditions: Essential and marginal functions may require maintaining physical condition necessary for bending, stooping, reaching, pushing, pulling, lifting, walking, carrying, kneeling and squatting; sitting or standing for prolonged periods of time; use of hands to finger, handle or feel objects, write, type, use telephone, operate office machinery; handle money; close and distance vision; speaking; hearing; driving vehicle. High level concentration and attention to detail for extended periods of time required to produce reports, correspondence, and documents.

**Salary Range:** A Step \$31.00 per hour - E Step \$37.77 per hour

**Hesperia Recreation and Park District is an Equal Opportunity Employer.**

**HESPERIA RECREATION AND PARK DISTRICT  
RECREATION ACTIVITIES COORDINATOR  
JOB DESCRIPTION**

**Definition**

Under general supervision, plans, coordinates, and implements the youth and senior programs and events.

**Supervision Exercised**

May exercise supervision over part-time staff and volunteers and provides functional supervision of clients.

**Examples Of Essential Duties**

Duties may include but are not limited to:

1. Develop programs, prepare and maintain recreation environments, including bulletin boards and interest centers.
2. Assist and coordinate assistance of clients individually and in groups in educational, arts and crafts, recreation, and special events activities.
3. Assist and coordinate assistance of clients treating them with dignity and respect.
4. Assist in budget preparation and monitoring.
5. Respond to inquiries from parents and others about programs, schedules, and clients' progress.
6. Inventory and develop replacement list of supplies and equipment; order and purchase supplies and equipment.
7. Plan and implement special events for children, youth, seniors, and their families.
8. Perform related duties as assigned.

**Knowledge, Abilities, and Skills**

Knowledge of:

- Methods, materials, equipment, and strategies used in early childhood, youth and senior citizen development, and education.
- Development milestones and needs of pre-school aged children, youth, and seniors.
- Techniques used in budget preparation and monitoring.
- Principles of supervision.
- Techniques used in dealing with the public and customer service.

Ability and Skill to:

- Patiently work with children, youth and seniors individually and in groups. Respond to questions from the public and staff.
- Develop activities to engage preschool aged children, youth, and seniors.
- Remain current on trends and innovations in child development/early childhood youth and senior education, programs, and activities.
- Prepare and monitor program budget.
- Plan and implement special events for children, youth, seniors, and their families.
- Plan and organize work to meet schedules and timelines.

**Recreation Activities Coordinator Job Classification**

Revised January 2023

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- Communicate clearly both orally and in writing.

### **Qualifications**

Any combination of education and experience that would provide the required knowledge, abilities, and skills is qualifying. A typical way to obtain the qualifications would be:

AA in Early Childhood Education, Child Development, Gerontology, Social Services, or related fields and three (3) years increasingly responsible experience working with preschool aged children, youth, or seniors. BA/BS highly desirable.

### **License or Certificate**

Possession of a valid Class C California Driver's License and a good driving record. Ability to obtain First Aid and CPR Certificates.

### **Essential Job Functions/A.D.A.**

Essential job functions and A.D.A. requirements include:

- Ability to understand and respond to the public and staff's requests for assistance both on the phone and in person.
- Ability to participate in children's educational, arts and crafts, and playground activities.
- Ability to sit for two hours at a time.
- Ability to lift up to 50 pounds.
- Ability to climb a footstool or ladder for the purposes of retrieving records. Ability to get from one location to another in the course of doing business.

**Salary Range:** TBD

**Hesperia Recreation and Park District is an Equal Opportunity Employer**

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

**DATE:** December 16, 2022

**PHONE:** (760) 244-5488

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

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

**SUBJECT:** RECREATION UPDATE FOR NOVEMBER 2022

**ASAP - AFTER SCHOOL ACTIVITIES PROGRAM**

- 240 Registered Participants (+2 from last month, -58 from previous year)

School Site	Open 2022/2023 Number of sites	Average Weekly Paid per School for November 2022	2022/2023 Interest/Wait List
Carmel	0	-	7
Cottonwood	1	20	24
Cypress	2	40	15
Eucalyptus	0	-	1
Hollyvale	1	20	13
Joshua Circle	0	-	9
Juniper	0	-	3
Kingston	1	20	12
Krystal	1	20	21
Lime Street	0	-	4
Maple	0	-	2
Mesa Grande	0	-	5
Mesquite Tails	2	40	61
Mission Crest	2	40	51
Topaz	2	40	11
<b>Total</b>	<b>12</b>	<b>240</b>	<b>239</b>

- Total Monthly Participation: 3,840

**KIDS KAMP** (Program cancelled due to low enrollment)

- 17 Registered participants (+8 from previous year)
- 0 Total monthly participation (same previous year)

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

**DATE:** December 15, 2022 **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:** HESPERIA LAKE REPORT FOR NOVEMBER 2022

**HESPERIA LAKE**

- Anglers - Total: 2,081 (+839 from previous month, +512 from last year)
  - Day: 1652 (+723 from previous month, +379 from last year)
  - Child: 240 (+83 from previous month, +49 from last year)
  - Senior: 58 (-18 from previous month, -28 from last year)
  - Military discount: 131 (+51 from previous month, +39 from last year)
  - Passes redeemed: 66 (+62 from previous month, +47 from last year)
  - Punch cards sold: 2 (+2 from previous month, +2 from last year)
- Fish caught - Total: 608 (-84 from previous month, +422 from last year)
  - Catfish: 80 (-445 from previous month, +60 from last year)
  - Trout: 519 (+519 from previous month, +353 from last year)
  - Tilapia: 9 (-148 from previous month, Tilapia was not stocked last year)
    - \*First Trout Stock of the season was November 10, 2022
- Group picnic rentals: 2 (-6 from previous month, same as previous year)
- Picnic participants: 100 (-500 from previous month, +50 from last year)
- Campsites rented: 131 (+12 from previous month, -13 from last year)
- Campers: 243 (-13 from previous month, -31 from last year)
- Equestrian campsites rented: 0 (-3 from previous month, same as last year)
- Equestrian campers: 0 (-2 from previous month, same as last year)
- Group campsites: 3 (+2 from previous month, +3 from last year)
- Group campers: 44 (+28 from previous month, +44 from last year)
- Store transactions: 8133 (+231 from previous month, +282 from last year)

**HESPERIA WRANGLERS**

- 11/12/2022 - Gymkhana: 75 participants and spectators

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

**DATE:** December 15, 2022 **PHONE:** (760) 244-5488

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

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

**SUBJECT:** RECREATION UPDATE FOR NOVEMBER 2022

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

**YOUTH SPORTS**

Youth Flag Football

- For ages 5-14
- Registered Participants: 164 (+21 from 2021 season)
- Teams participate in one practice and one game per week
- Practices and games are held at Hesperia Community Park
- Season runs September through November

Girls Youth Fall Volleyball

- For ages 9-17
- Registered Participants: 140 (+7 from 2021 season)
- Teams participate in one practice and one game per week
- Practices and games are held at Rick Novack Community Center Gym
- Season runs September through November

**ADULT SPORTS**

Pickleball

- Tuesday & Thursday evenings, 6:00 - 9:00 p.m.: 118 participants (-4 from previous month)

Fall Adult Softball – Season runs September 27<sup>th</sup> through the end of December (pending inclement weather)

- Men’s League: 10 teams (same as 2021 Fall Season), 288 participants
- Coed League: 6 teams (-2 from 2021 Fall Season), 192 participants

## **PROGRAMS**

### **Epicentre**

- Teen Center participants: 256 (+54 from previous month)

### **Power Play Center**

- Open Skate participants: 471 (+183 from previous month)
- Power Play skate parties: 16 (+11 from previous month)
- Party Rental participants: 489 (+325 from previous month)

### **Rick Novack Community Center**

- Open gym adult & youth volleyball participants: 109 (+2 from previous month)
- Open gym youth basketball participants: 34 (+23 from previous month)
- Open gym adult basketball participants: 20 (+11 from previous month)

## **FIELD RENTALS**

### **Hesperia Community Park**

- E1 Prospects JF rented one field four times for softball practice: 45 participants
- HD Drillers AG rented one field three times for baseball practice: 27 participants
- HD Drillers AY rented one field two times for baseball practice: 30 participants

### **Live Oak Park**

- Rancho Challenge FC rented one field five times for soccer practice: 200 participants

### **Hesperia Lake Park Soccer Field**

- Elite Soccer rented one field three times for adult soccer games: 60 participants

## **HARRISON EXHIBIT CENTER**

- Visitors: 1 (-7 from previous month)

## **ROCK'N OUR DISABILITIES**

- Food Pantry/Distribution handed out to the community: 914 participants (-269 from the previous month)
- Karate: 26 participants (+46 from previous month)
- Dance Class: 34 participants (-64 from previous month)
- Basketball: 125 participants (-236 from previous month)
- Saturday Camp: 75 participants (-13 from previous month)
- Soaring Eagles Club: 34 participants (-114 from previous month)
- Parent Support Group: 3 participants (-1 from previous month)

### **Special Events**

- Thanks for Giving: 100 participants
- Toy/Turkey Give-Away: 128 participants

## **VOLUNTEER HOURS**

- November: 133 hours
- Year to date: 2,465 hours

## **HESPERIA BMX**

Numbers not submitted.

## **USER GROUPS**

### **Youth Sports Partners**

- AYSO Soccer, Fall Season: 759 participants (+60 from 2021 Season)
- National Little League, Fall Season: 255 participants (-50 from 2021 Fall Season)
- American Little League, Fall Season: 321 participants (+98 from 2021 Fall Season)
- HYFL/Hesperia Trojans: 149 participants (+9 from 2021 Season)

### **Percy Bakker Center**

- Barstow Nutrition: 754 participants (-92 from previous month)
- Pinochle: 20 participants (+3 from previous month)
- Pool: 223 participants (-36 from previous month)
- Desert Winds Quilters: 51 participants (+3 from previous month)
- Garden: 29 participants (-1 from previous month)
- Quilters Piece Corp: 208 participants (+115 from previous month)
- Seniors with Inquiring Minds: 116 participants (-30 from previous month)

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

- No meetings were held.

## **CONTRACT CLASSES**

- 20 active monthly contract classes serving 398 participants (+25 from previous month)

## **SPECIAL EVENTS**

Veterans Day - Hesperia Lake Park

- 11/11/2022 - 300 participants (same from 2021)

/sh

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

**DATE:** December 16, 2022

**PHONE:** (760) 244-5488

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

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

**SUBJECT:** FACILITY RENTAL UPDATE FOR NOVEMBER 2022

Percy Bakker Community Center: 6 rentals (-3 from previous month, -3 from last year)

Total Participation: 850

Lime Street Community Center: 5 rentals (-1 from previous month, +1 from last year)

Total Participation: 600

Rick Novack Community Center: 4 rentals (+1 from previous month, -2 from last year)

Total Participation: 325

John Swisher Community Center: 3 rentals (-3 from previous month, +1 from last year)

Total Participation: 260

### Active Participant Numbers - FY 2022-2023

	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	YTD Average	YTD Totals
<b>Aquatics</b>							
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
<b>Programs</b>							
ASAP	-	232	240	238	240	238	950
Kids Kamp	197	197	-	60	-	151	454
<b>Hesperia BMX</b>							
Number of Participants	-	264	215	172	-	217	651
Full Memberships Purchased	-	13	23	12	-	16	48
One Day Free-Trial Membership	-	23	4	9	-	12	36
<b>Hesperia Civic Plaza Park</b>							
QR Fit Trail	6	-	-	-	-	6	6
<b>Epicentre</b>							
A2R Basketball Performance (5-6)	8	8	8	16	9	10	49
A2R Basketball Performance (7-9)	36	32	32	24	24	30	148
A2R Basketball Performance (10-12)	68	36	44	48	56	50	252
A2R Basketball Performance (13-17)	24	8	24	28	12	19	96
Open Center	305	323	262	202	256	270	1,348
Hip-Hop	68	64	104	72	85	79	393
Parent & Me Ballet	84	76	80	80	100	84	420
Hesperia Art Center	-	80	-	-	-	80	80
<b>Harrison Exhibit Hall</b>							
Visitors	7	6	8	8	1	6	30

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	YTD Average	YTD Totals
<b>Hesperia Lake Park</b>							
Fishing	2,406	1,532	1,759	1,242	2,081	1,804	9,020
Picnic Participants	1,325	900	900	600	100	765	3,825
Number of Campers	610	263	534	256	243	381	1,906
Group Campers	66	23	41	16	44	38	190
EQ Campers	7	8	0	2	0	3	17
<b>Percy Bakker Community Center</b>							
Senior Nutrition	607	791	808	846	754	761	3,806
Pinochle	15	15	16	17	20	17	83
Fitness and Fun Monthly	64	90	99	72	80	81	405
Fitness and Fun (Walk-in)	72	53	57	75	68	65	65
Pool	226	270	259	259	223	247	247
Garden Club	33	26	41	30	29	32	159
Quilters	126	160	138	141	259	165	824
Line Dancing	3	65	28	40	24	32	160
S.W.I.M./Senior With Inquiring Minds	160	166	201	146	116	158	789
<b>Power Play Center</b>							
Pickleball	90	155	196	122	118	136	681
Admission	698	413	568	288	471	488	2,438
Power Play Rental Attendance	155	51	367	164	489	245	1,226
Ukulele Lessons	16	12	16	8	0	10	52
Roller Skating Lessons, Beginning	60	28	40	8	24	32	160
Roller Skating Lessons, Intermediate	4	8	8	8	8	7	36
<b>Lime Street Park Community Center</b>							
Basic Dog Obedience	12	-	-	-	-	12	12
Child Self-Defense	84	144	105	21	64	84	418
Self-Defense	21	8	8	16	7	12	60

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	YTD Average	YTD Totals
<b>Rick Novack Community Center</b>							
Adult Hip-Hop	15	25	12	-	20	18	72
A/Y Open Gym (VB)	132	114	128	107	109	118	590
Adult Open Gym (B)	15	26	18	9	20	18	88
Ballet/Tap Dance	21	28	36	52	64	40	201
Belly Dance, Beginning	12	16	16	16	4	13	64
Belly Dance, Intermediate	-	8	20	12	-	13	40
Emerge Elite Basketball	17	-	-	-	-	17	17
Girls Volleyball	-	-	-	-	140	-	-
Jazz/Ballet	33	60	42	68	72	55	275
Karate, Beginning/Intermediate	153	176	176	160	191	171	856
Karate, Mini Tigers	116	158	84	80	144	116	582
Let's Dance!	32	44	48	40	-	41	164
Let's Dance! Private Lesson	0	0	1	0	-	0	1
Volleyball Training (1 day)	160	111	136	72	140	124	619
Volleyball Training (2 days)	152	171	160	160	180	165	823
Youth Open Gym (B)	20	9	23	11	34	19	97
<b>Therapeutic Programs (ROD)</b>							
Community Relief Supplies	1,305	1,207	1,095	1,183	914	1,141	5,704
Fun in the Sun at Lime Street Pool	292	-	-	-	-	292	292
Saturday Camp	80	100	112	88	75	91	455
Special Events	188	308	-	1,602	228	582	2,326
Sports	215	60	351	531	185	268	1,342
<b>Hesperia Community Park</b>							
Adult Softball Teams (Coed)	-	-	72	144	192	136	408
Adult Softball Teams (Mens)	-	-	96	240	288	208	624

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	YTD Average	YTD Totals
<b>Timberlane Park</b>							
Best Friends	-	140	152	136	180	152	608
Itty Bits	-	91	136	136	90	113	453
Kinder Kids M/W	-	84	105	176	180	136	545
Tiny Tots M/W	-	104	126	128	128	122	486
Tiny Tots T/Th	-	77	80	96	99	88	352
<b>Facility Rental Guests</b>							
Percy Bakker Community Center	1,510	1,230	550	1,010	850	1,030	5,150
Lime Street Park Community Center	445	4	270	730	600	410	2,049
Rick Novack Community Center	90	0	90	190	325	139	695
John Swisher Community Center	440	420	120	600	260	368	1,840
Field Rentals	258	582	618	662	362	496	2,482
<b>Field/Facility User Participants</b>							
HYFL/Hesperia Trojans	-	-	550	149	149	283	848
National Little League	397	397	255	255	255	312	1,559
American Little League	390	390	321	321	321	349	1,743
AYSO Soccer	617	617	759	759	759	702	3,511
Hesperia Wranglers	75	75	75	75	75	75	375
<b>Special Events</b>							
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
<b>TOTAL ACTIVE PARTICIPANTS</b>	<b>19,305</b>	<b>14,354</b>	<b>37,866</b>	<b>15,344</b>	<b>13,938</b>	<b>20,161</b>	<b>107,217</b>

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:** JANUARY 4, 2023 **PHONE:** (760) 604-2234

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

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

**SUBJECT:** MAINTENANCE REPORT FOR DECEMBER 2022

Listed below is a brief overview of maintenance completed in the month of DECEMBER 2022.

**Hesperia Civic Plaza Park**

- Finished set up for Christmas Tree Lighting Ceremony
- Christmas Tree Lighting Ceremony
- Clean up around area for Christmas Tree Lighting Ceremony

**Corona Center (Power Play Center)**

- Finish installing 6" black rubber base molding along the outside of gym floor
- Repaired gym floor of holes and broken tiles
- New vending machine delivered and functioning
- Repaired leaking toilet

**Hesperia Community Park**

- Removed and stump grinded fallen trees
- Replaced two 12" sprinkler heads
- Baseball field prep.

**Hesperia Lake Park**

- Re- installed knocked over pillar logs
- Cleaned out outlet stream
- Painting of pillar logs around park
- Cleaned out fire and BBQ pits
- Raked and picked up leaves
- Cleaned up around maintenance yard area
- Repaired 2" irrigation main line

### **Lime Street Park and Community Center**

- Set up for events
- Removed and stump grinded fallen trees
- Batteries changed out for alarm system (windows and doors)

### **Live Oak Park**

- Routine maintenance
- Clean out of storage room area located in restroom

### **Maple Park**

- Replaced one 2" valve
- Replaced three 6" sprinkler heads

### **Malibu Park**

- Routine maintenance

### **Percy Bakker Community Center**

- Set ups for events
- Clean up around outside for Christmas parties

### **Palm Street Park/Rick Novack Community Center**

- Reorganized janitorial/storage closet
- Repair of irrigation main water line
- Repair of three valves
- Replaced three sprinklers

### **Timberlane Park**

- Irrigation checks
- Re-painted red curb
- Cleaned up caretaker area
- Trimmed branches away from caretaker house roof
- Re-set foul poles to proper position

### **Contracted Maintenance**

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

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

**DATE:** DECEMBER 14, 2022

**PHONE:** (760)244-5488

**FROM:** SZ SERGIO ZEPEDA, PARK RANGER  
Hesperia Recreation and Park District

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

**SUBJECT:** MONTHLY RANGER REPORT, NOVEMBER 2022

Activity	Reporting Month Quantity	Previous Month Quantity
<b>Calls for Service</b>	3	3
<b>Community Contacts</b>	250 (approx.)	1000+
<i>After Hours Contacts</i>	54	171
<i>Juvenile Contacts</i>	8	1000+
<b>Assist Local Agency</b>	0	2
<b>Administrative Citation</b>	6	3
<b>Special Event(s)</b>	1	1

Monthly Ranger Hours	119
Park Ranger Training Officer Hours	0
<i>Total Program Hours</i>	119

**Additional Information:**

11/5/2022, Percy Bakker Community Center, 20:50 - Park Ranger received a call regarding a suspicious individual walking around the catering cart outside of the building. The individual was gone on arrival.

11/12/2022, Power Play Center, 16:24 - Park Ranger observed vehicle parked in the fire lane. Citation was issued.

11/12/2022, Power Play Center, 16:27 - Park Ranger observed vehicle parked in the fire lane. Citation was issued.

11/12/2022, Power Play Center, 16:30 - Park Ranger observed vehicle parked in the fire lane. Citation was issued.

11/12/2022, Hesperia Lake Park, 17:12 - Park Ranger received a call regarding an off-highway vehicle driving recklessly through the campground. Park Ranger located the off-highway vehicle and issued the registered owner a citation.

11/12/2022, Power Play Center, 18:29 - Park Ranger received a call reference several individuals refusing to wait outside due to the cold weather. Park ranger arrived and made contact with the group of individuals; they were compliant and left the facility.

11/17/2022, Lime Street Park, 22:15 - Park Ranger observed four individuals standing by the playground after hours via live video feed. The individuals were gone on arrival.

11/26/2022, Live Oak Park, 13:30 - Park Ranger made contact with one subject drinking an alcoholic beverage at the park. Citation was issued.

10/29/2022, Hesperia Civic Plaza Park - Park Rangers attended Hot Rod Halloween event.

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

**DATE:** December 15, 2022 **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 NOVEMBER 2022

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

**Website** – The District’s website was visited 18,364 times (+7 from previous month, +1,552 from last year) during the month with a total of 11,144 unique people (-4,800 from previous month). A total of 15,140 website visits were conducted on mobile devices or tablets (-8,663 from previous month), which equates to 82% (-3% 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	3,493 visits	6. Apple Valley	362 visits
2. Hesperia	1,576 visits	7. Ashburn	145 visits
3. Victorville	1,090 visits	8. San Juan	131 visits
4. San Diego	685 visits	9. Phelan	129 visits
5. Location Unknown*	667 visits	10. San Bernardino	128 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. Homepage	5,103 pageviews (15.1%)
2. Hesperia Lake Park	4,349 pageviews (14.5%)
3. HUSD Student Calendar	3,839 pageviews (14.5%)
4. Youth & Adult Sports	2,398 pageviews (7.3%)
5. Christmas Tree Lighting Ceremony 202	1,407 pageviews (3.7%)

**RecMail/Constant Contact** – Staff continues to send out flyers/announcements via RecMail. Our number of RecMail registrants consists of 4,661 people (+2 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 10,878 "followers" (-50 from previous month, with 14,590 check-ins) from the top cities of Hesperia, Victorville, Apple Valley, Adelanto, and Oak Hills. 77% of our Facebook fans are female and 46% are in the 25-44 age range.
- @HesperiaLakePark, Hesperia Lake Park's page, had 13,417 "followers" (+1 from previous month) from the top cities of Hesperia, Victorville, Apple Valley, Los Angeles, and San Bernardino. 54% are female and 30% 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 2,342 followers (+109 from previous month) from the top cities of Hesperia, Victorville, Apple Valley, Oak Hills, and Adelanto. 68.5% of the followers were female and 74% were in the 25-44 age range.
- @TheRealHesperiaLakePark Instagram page had a total of 3,717 followers (+300 from previous month) from the top cities of Hesperia, Victorville, Apple Valley, Los Angeles, and San Bernardino. 70.5% of the followers were male and 70% were in the 25-44 age range.



**HESPERIAPARKS.com**

**HESPERIA RECREATION AND PARK DISTRICT  
BOARD OF DIRECTORS  
SAFETY, SECURITY, AND MAINTENANCE COMMITTEE MEETING  
Thursday, December 15, 2022 - 3:30 p.m.  
Lime Street Park Community Center  
16292 Lime Street, Hesperia, CA 92345**

**MINUTES**

**Call to Order**

Meeting was called to order at 3:32 p.m. by Vice President Roberts.

**A. Attendance**

Board Committee Members: Roberts, Aguilar  
District Staff: Woolley, Varner, Garcia  
Chavez (via teleconference)  
Guests: None

**Message to the Public/Public Comment**

None.

**Flag Salute**

The Flag Salute was led by Vice President Roberts.

**Discussion/Action Items**

**B. Park Ranger Report**

- Chief Park Ranger Chavez reported on the following: November was slower because of the weather; Veterans Day Ceremony; and Live Oak Park.

**C. Maintenance Report**

- Mr. Varner reported on the following: Quotes coming for tinting Power Play Center party rooms, lettering on the building that will include "skating rink," and window repair at Timberlane Park; cleanup at Timberlane Park; Tree maintenance; and rubber moulding replacement at the Power Play Center.

**D. Year End Review of Parks and Facilities**

The Committee discussed the following topics:

- Timberlane Park - Vice President Roberts thanked Mr. Varner for addressing the maintenance and clean up of the park in a timely manner.
- Rick Novack Community Center and Palm Street Park - Parking lot improvement is nice; lighting has been updated but could use more along with possible cameras and internet; roots pushing up concrete; curbs could use painting; paint and lighting in the rental rooms; and a new flag for the flagpole is on order.
- Hesperia Community Park - insurance claim for the abandoned structure, and the future use of the property; Easter Egg Hunt; and purple pipe water use.

- Percy Bakker Community Center - internal remodel, revitalized commercial kitchen, possible rentals of the kitchen, new flooring, warm lighting, outdoor curb appeal, lighting under the north overhang, parking lot improvements, restroom remodel, and possible additional services.
- Epicentre - window replacement, removal of film on the windows, added benches and seating in the tree area, new speakers, printed tint on the windows with branding, and possible arcade games.
- Power Play Center - sound system, skate inventory, air conditioning, parking, and a possible ice skating rink. Upcoming improvements include rental room tinting, moving the ceiling fans, and painting of the outdoor signage.
- Live Oak Park - snack bar, homeless presence, a mobil snack bar, fields, runoff, weeds and litter in area between the fields and commercial property, batting cage, and a privacy screen.
- Hesperia Lake Park - upcoming lease, surplus, containers with historical items, and the maintenance yard.
- Maple Park - purchase of the property, street lighting, watering of the fields, and restrooms.
- Main and 'C' - utilities. Vice President Roberts suggested putting a Christmas tree at Lime Street Park, along with holiday banners.
- Hesperia Civic Plaza Park - bocceball court.

**Adjournment** - Meeting was adjourned at 4:39 p.m.

**ASBCSD**

P.O. Box 400654  
Hesperia, CA 92340  
760-680-9666  
[sd.sec@foxbank.org](mailto:sd.sec@foxbank.org)

**President:**

Ron Coats

**Vice President:**

T. Milford Harrison

**Secretary/Treasurer:**

Randall Reed

**Director:**

Bob Stadum

**Director:**

Lonni Granlund

**Director:**

Melody McDonald

**Director:**

Kelly J. Gregg

**Administrative Secretary:**

Natalie Hall

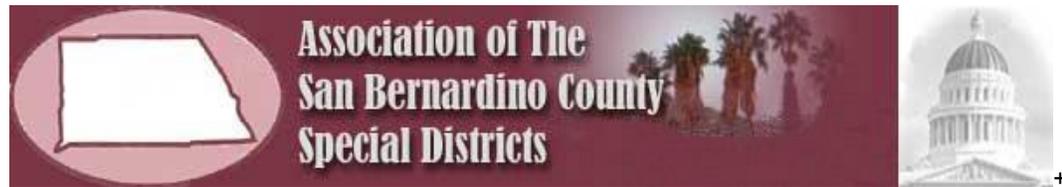
**Member Challenge:**

*Bring someone new!  
Bring a Board Member,  
employee, or someone  
from another Special  
District to the meeting!*

**Make checks payable  
to: ASBCSD**

Mail to ASBCSD  
**Attention:  
Natalie Hall**  
PO Box 400654  
Hesperia, CA 92340-0654

**\*Include names of  
attendees with your  
payment.**



**Cucamonga Valley Water District**

will host the January 23, 2023 Membership Meeting at:

**Cara Mia Italian Restaurant**

**7945 Vineyard Ave., Suite D7**

**Rancho Cucamonga, CA 91730**

**909-350-2500**

**The social hour will begin at 6:00 pm with a call to order at 6:30 pm**

**Menu**

\$35 – Penne Pasta with your choice of Alfredo or marinara  
sauce

\$38 – Lasagna with ground meat, sausage, ricotta, mozzarella,  
and Romano cheese

\$40 - Chicken Veneziano sautéed with spinach and tomatoes in  
a cream sauce

*All entrees served with bread, butter, bruschetta, salad, soda,  
coffee and tea*

**Presentation TBD**

**RSVP Deadline: Friday, January 13, 2023**  
to Kara Garcia at [kgarcia@hesperiaparks.com](mailto:kgarcia@hesperiaparks.com)  
or (760) 244-5488 ext. 139

District/Associate Attendee

- ✓ *Payment Due – January 23, 2023*
- ✓ *Please make your reservation by the deadline.*
- ✓ *You will be billed for the dinner if your cancelation is not received prior to the deadline.*
- ✓ *A \$2.00 surcharge will be applied if payment is not received after every 30 days of the meeting.*

# January 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 New Year's Day	2 Winter Kids Kamp New Year's Day, Observed <i>Administrative District Office Closed</i>	3 Winter Kids Kamp	4 Winter Kids Kamp	5 Winter Kids Kamp  5:30 pm Event Ad Hoc Meeting	6 Winter Kids Kamp	7
8	9  5:15 pm Finance Meeting	10	11  6:00 pm District Board Meeting	12	13	14
15	16  Martin Luther King Jr. Day <i>District Offices Closed</i>	17	18	19  3:30 pm Safety, Security, & Maintenance Meeting	20  3:30 pm Historical Preservation Committee Meeting	21
22	23  6:00 pm ASBCSD Cara Mia Italian Restaurant <i>Rancho Cucamonga</i>	24	25	26  6:00 pm Foundation Meeting	27	28
29	30	31			 <p><b>HESPERIA</b> Recreation &amp; Park District ... Serving the Community Since 1957</p>	 <p><b>HESPERIA</b> Area Recreation District Foundation</p>



# February 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8 6:00 pm District Board Meeting	9	10	11
12	13	14 Valentine's Day 	15 3:30 pm Tri-Agency Committee Meeting	16 3:30 pm Safety, Security, & Maintenance Meeting	17 3:30 pm Historical Preservation Committee Meeting	18
19	20 President's Day District Offices Closed	21	22	23 6:00 pm Foundation Meeting	24	25
26	27 6:00 pm ASBCSD	28				





# March 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8 6:00 pm District Board Meeting	9	10	11
12	13	14	15	16 3:30 pm Safety, Security, & Maintenance Meeting	17 St. Patrick's Day 3:30 pm Historical Preservation Committee Meeting	18 10:00 am High Desert Pirate Renaissance Faire <i>Hesperia Lake Park</i>
19 10:00 am High Desert Pirate Renaissance Faire <i>Hesperia Lake Park</i>	20 6:00 pm ASBCSD	21	22	23 6:00 pm Foundation Meeting	24	25
26	27	28	29	30	31	