



BOARD OF DIRECTORS REGULAR MEETING AGENDA

Kelly J. Gregg *President*

James Roberts III *Vice President*

Jose Gonzalez *Director*

Shawna Irish *Director*

Roman Aguilar III *Director*

Calvin Louie *Acting General Manager*

HESPERIA RECREATION AND PARK DISTRICT

Wednesday, April 10, 2024 - 6:00 P.M.

Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345

AGENDA

**THE PUBLIC MAY PARTICIPATE VIA TELECONFERENCE WITH MICROSOFT TEAMS.
JOIN THE MEETING FROM YOUR COMPUTER, TABLET, OR SMARTPHONE:**

[Click here to join the meeting,](#)

or, paste <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

in your browser.

Meeting ID: 286 132 660 738

Passcode: n4WN2C

CALL TO ORDER

- a. Roll Call
- b. Approval of Agenda

FLAG SALUTE

PROCLAMATIONS AND PRESENTATIONS

- a. Presentation, Mike Hulshof, Pacific Playground
- b. Presentation, Hesperia Recreation Park District Staff at Work,
Acting General Manager Louie

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, March 27, 2024

PULLED CONSENT ITEMS

DISCUSSION/ACTION ITEMS

- B. Action Item: Time Management System
- C. Discussion/ Action Item: The KYA Group Projects Update
- D. Discussion/ Action Item: SitelogIQ Projects Update
- E. Discussion/ Action Item: Townsend Public Affairs Update
- F. Discussion/ Action Item: The Rojas Communications Group Update
- G. Action Item: Approval of Resolution No. 24-04-01, Initiating Proceedings for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1 for Fiscal Year 2024/2025
- H. Action Item: Approval of Resolution No. 24-04-02, Initiating Proceedings for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2024/2025
- I. Action Item: Approval of Resolution No. 24-04-03, A Resolution of the Board of Directors of the Hesperia Recreation and Park District Approving the Nomination of Director _____ to serve as a Director of the California Association of Recreation and Park Districts
- J. Action Item: Approval of Resolution No. 24-04-04, A Resolution of the Board of Directors of the Hesperia Recreation and Park District Approving Application(s) for Specified Grant Funds from the Budget Act of 2023, 19.561(B)(76) \$2,000,000 for Relocation and Construction of Modernized Corporation Yard Facility
- K. Action Item: Hesperia Police Activities League

- L. Discussion/Action Item: Power Play Center Rental Prices and 12 Month Rental Audit
- M. Discussion/Action Item: Facility Equipment Rentals
- N. Action Item: Greater High Desert Chamber of Commerce Facility User Agreement
- O. Action Item: Amendment to The Farm Stand, Oak Hills, Inc., Co-sponsorship Agreement to Include a Seasonal Food Truck Night and Hesperia Civic Plaza Park
- P. Action Item: Authorization to Release Request for Proposals For Audit Firm
- Q. Discussion/Action Item: Hesperia Wranglers' Water Use at Hesperia Lake Park

CORRESPONDENCE/WRITTEN COMMUNICATION

GENERAL MANAGER REPORT

BOARD MEMBER REPORTS

Standing Committees:

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

Other:

Association of the San Bernardino County Special Districts

BOARD MEMBER COMMENTS

CLOSED SESSION ITEMS

- R. Anticipated Litigation 54956.9 (e) (1) – 3 Items

REPORT FROM CLOSED SESSION, IF ANY

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for April 24, 2024, 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: April 3, 2024

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 4/10/2024

DISCUSSION/ACTION ITEMS

B. Action Item: Time Management System

Background: This item was brought back from the March 27, 2024, meeting. The Board had requested staff look for devices compatible with Tyler Technologies that would be able to implement right away. Staff has researched the requested information, and a memo is in your tab.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

1. Staff Memo Re: Time Clock Fiscal Impact

C. Discussion/Action Item: The KYA Group Projects Update

Background: This item was placed on the Agenda at the request of the Board. The KYA Group will present an update on their latest projects.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

D. Discussion/Action Item: SitelogIQ Projects Update

Background: This item was placed on the Agenda at the request of the Board. SitelogIQ has provided the update below and will be present to answer any questions the Board may have.

April 3, 2024:

For HVAC units change out, we Have completed all the unit change outs at Novack, Power Play, and Epicenter. Only Pending units for the three gyms are for the swamp cooler change outs. For the three gyms, pending roofing and curb inspections to complete the swamp cooler change outs at all 3 sites. Planning on starting roofing and curb installation on Monday 4/8 at Rick Novack.

We are still waiting on permits for Lime St., Timberlane and Percy Bakker. Not sure why this is taking so long; I'll be there today to check on the status of these permits.

As far as the Electrical work in the three gyms, Epicenter has been completed. We are working at Novack now and will hopefully be done by the end of next week. We are planning on approximately 2 weeks to complete power play following Rick Novack.

For Solar, I'll be submitting application for permits this week for Lime St. and Rick Novack Center. We should have permits in about 4-6 weeks. We are planning on mobilizing to Lime St. on 5/20 then Rick Novack Center, then Epic, then Percy Bakker, then HCP.

As far as the Novack interior Paint, we are planning on starting the week of 4/15/24, it will take about two weeks to complete.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

E. Discussion/Action Item: Townsend Public Affairs Update

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 during 2024. Alex Gibbs, Senior Associate from Townsend Public Affairs, Inc., will present.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

F. Discussion/Action Item: The Rojas Communications Group Update

Background: This item was placed on the Agenda at the request of the Board. The Rojas Communications Group will present an update on their latest projects.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

G. Action Item: Approval of Resolution No. 24-04-01, Initiating Proceedings for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 1 for Fiscal Year 2024/2025

Background: Annually, the Board approves a resolution initiating our assessment engineer firm to prepare and file a report for Assessment District No. 1 which includes:

- Presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained
- An estimate of the costs of the administration, maintenance, operations, and servicing of the improvements
- A diagram showing the area and properties to be assessed
- Assessing the net amount upon all assessable lots and/or parcels within the Assessment District
- Assessment is made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements to be paid by the assessable real property within the Assessment District

These actions are done as required as a part of the Landscaping and Lighting Act of 1972 which requires the District adopt its Resolution Initiating Proceedings for the Annual Levy and Ordering the Preparation of an Engineer’s Report for Landscape and Lighting Assessment District No. 1 for each fiscal year.

Recommendation: Routine Resolution, approve Resolution No. 24-04-01.

Reference Materials Included In Tab: YES NO

1. Resolution No. 24-04-01

H. Action Item: Approval of Resolution No. 24-04-02, Initiating Proceedings for the Annual Levy and Collection of Assessments for Landscape and Lighting Assessment District No. 2, Including All Zones, for Fiscal Year 2024/2025

Background: Annually, the Board approves a resolution initiating our assessment engineer firm to prepare and file a report for Assessment District No. 2, zones A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, A-1, B-1, C-1, D-1, E-1, F-1; G-1, H-1, I-1, J-1, K-1, L-1, M-1, N-1, O-1, P-1, Q-1, R-1, S-1, T-1, U-1, V-1, W-1, X-1, Y-1, Z-1, A-2 and B-2 which includes:

- Presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained

- An estimate of the costs of the administration, maintenance, operations, and servicing of the improvements
- A diagram showing the area and properties to be assessed
- Assessing the net amount upon all assessable lots and/or parcels within the Assessment District
- Assessment is made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements to be paid by the assessable real property within the Assessment District

These actions are done as required as a part of the Landscaping and Lighting Act of 1972 which requires the District adopt its Resolution Initiating Proceedings for the Annual Levy and Ordering the Preparation of an Engineer’s Report for Landscape and Lighting Assessment District No. 2, including all zones, for each fiscal year.

Recommendation: Routine Resolution, approve Resolution No. 24-04-02

Reference Materials Included In Tab: YES NO

1. Resolution No. 24-04-02

I. Action Item: Approval of Resolution No. 24-04-03, A Resolution of the Board of Directors of the Hesperia Recreation and Park District Approving the Nomination of Director _____ to serve as a Director of the California Association of Recreation and Park Districts

Background: The California Association of Recreation and Park Districts (CARPD) has issued a call for nominations for their Board of Directors. Nominations are open to member agencies of CARPD including District Board Members and interested in serving on the CARPD Board of Directors for a term of two (2) years. This could be a great opportunity to become more active with CARPD and help to set the direction of the organization moving forward.

The CAPRD Nominations Committee has submitted a slate of candidates for the open Board positions. Member Districts may also nominate its Board members for the positions of President-Elect, Secretary, or Director-at-Large. They may also nominate their General Manager, Assistant General manager, or for Administrator Representative.

If the Board is interested in nominating a Board member or the General Manager to the Board of Directors, a resolution will need to be approved. Please refer to the letter from CARPD in your tab for more details.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

1. Resolution No. 24-04-03
2. CAPRI Letter Re: Call for Nominations and Slate of CARPD Board Candidates

J. Action Item: Approval of Resolution No. 24-04-04, A Resolution of the Board of Directors of the Hesperia Recreation and Park District Approving Application(s) for Specified Grant Funds from the Budget Act of 2023, 19.561(B)(76) \$2,000,000 for Relocation and Construction of Modernized Corporation Yard Facility

Background: This Resolution pertains to the Grant funding and relocation and construction of a District Maintenance Yard at Lime Street Park. Further information and a conceptual map are provided in your tab for review.

Recommendation: Management recommends to adopt Resolution No. 24-04-04.

Reference Materials Included In Tab: YES NO

1. Resolution No. 24-04-04
2. Staff Memo, Funding for Relocation and Construction – District Maintenance Yard

K. Action Item: Hesperia Police Activities League

Background: This item was placed on the Agenda by the Board at the March 27, 2024, meeting. Acting General Manager Louie has summarized the HPAL program lease and activities agreement in a memo included in your tab.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

1. Staff Memo: PAL Commercial Lease, and Hesperia Police Activities League Agreement

L. Discussion/Action Item: Power Play Center Rental Prices and 12 Month Rental Audit

Background: This item was placed on the Agenda by the Safety, Security, and Maintenance Committee. Staff has gathered the requested information including the current Power Play Rental Fees, and revenue from Power Play Center rentals from the past 12 months.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

1. Power Play Center Rental Prices and 12 Month Revenue Audit

M. Discussion/Action Item: Facility Equipment Rentals

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

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

N. Action Item: Greater High Desert Chamber of Commerce Facility User Agreement

Background: The Board requested staff provide a breakdown of the costs related to the use of the Percy Bakker Community Center by the Greater High Desert Chamber of Commerce. This information is included in your tab, along with their 2024 Facility User Agreement.

Recommendation: Provide staff with direction, and execute the Greater High Desert Chamber of Commerce Facility User Agreement.

Reference Materials Included In Tab: YES NO

1. Cost breakdown
2. Greater High Desert Chamber of Commerce Facility User Agreement 2024

O. Action Item: Amendment to The Farm Stand, Oak Hills, Inc., Co-sponsorship Agreement to Include a Seasonal Food Truck Night and Hesperia Civic Plaza Park

Background:

Recommendation:

Reference Materials Included In Tab: YES NO

1. Amendment to The Farm Stand, Oak Hills, Inc., Co-sponsorship Agreement

P. Action Item: Authorization to Release Request for Proposals For Audit Firm

Background: This item was placed on the Agenda at the request of the Board. Staff has prepared a Request for Proposals for Professional Services that includes the services needed by the District.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: YES NO

1. Request for Proposals, Professional Auditing Services

Q. Discussion/Action Item: Hesperia Wranglers' Water Use at Hesperia Lake Park

Background: The City of Hesperia contacted us regarding the Hesperia Wrangler's use of a hydrant at Hesperia Lake Park to fill the water truck for dust control at the equestrian arena. Their Facility Use Agreement provides that the YASP (Youth and Adult Sports Partner) shall, "Agree the water truck is property of DISTRICT and DISTRICT reserves the right to cancel use at any time." It does not outline any other details pertaining to the use of the water truck or hydrants.

Recommendation: Provide staff with direction to amend the Hesperia Wranglers' agreement with clear expectations and permissions regarding the water truck and hydrant use.

Reference Materials Included In Tab: YES NO

1. Hesperia Wranglers Agreement
2. Email from COH

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
March 27, 2024**

MINUTES

CALL TO ORDER

The Hesperia Recreation and Park District Board of Directors Regular Meeting was called to order by President Gregg at 6:01 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

ROLL CALL

ATTENDANCE

BOARD PRESENT: Gonzalez, Irish, Roberts, Gregg, Aguilar
BOARD ABSENT: None
STAFF PRESENT: Louie, Garcia, Varner, Sanchez, Artola, Hauser, Zepeda
OTHERS: Michael Mellor, The KYA Group; Volunteer Park Ranger Hailey Dawes; Tim Mustakis, Hesperia Wranglers; HARD Foundation Chair Member James Blocker; HARD Foundation Vice Chair Member Gary "Griz" Drylie

APPROVAL OF AGENDA

MOTION: It was moved by President Gregg and seconded by Vice President Roberts to add an emergency item, the General Manager Contract, due to Human Resources request to be able to meet a payroll need. The item is to be labeled Item I. Remove current Item I. under DISCUSSION/ACTION, and replace it with the emergency item. The motion passed by the following roll call vote:

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

MOTION: It was moved by President Gregg and seconded by Director Aguilar to move Item M. at the request of The KYA Group, to below Item E. The motion passed by the following roll call vote:

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

MOTION: It was moved by President Gregg and seconded by Vice President Roberts to move Item O. to under Item I. at the request of the presenter for the rodeo. The motion passed by the following roll call vote:

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

MOTION: It was moved by President Gregg and seconded by Director Aguilar to approve the Agenda with the revisions. The motion passed by the following roll call vote:

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

FLAG SALUTE

The Flag Salute was led by Director Irish.

PROCLAMATIONS AND PRESENTATIONS

a. Presentation of Certificates of Appreciation to Volunteer Park Rangers

- Mr. Louie presented certificates to the following: Hailey Dawes, Rudy Adamson, Fernance Rio Soto, and Byron "Bear" Henderson.
- President Gregg thanked the Volunteer Park Rangers for the work they do.

b. Presentation, Acting General Manager, Calvin Louie, Introduction of Proposed Park Ranger Mounted Patrol Unit and Horse Rescue Program

- Mr. Louie presented a potential Mounted Patrol Unit and Horse Rescue Program.

c. Presentation, District Turf Maintenance

- Mr. Sanchez presented the current turf conditions and solutions for future maintenance.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

- James Blocker presented an overview of the Hesperia Days Rodeo 2024 planning.

CONSENT ITEMS

A. Approval of Minutes of Special Meeting, March 7, 2024

B. Approval of Minutes of Regular Meeting, March 13, 2024

C. Claims for Payment

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

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

PULLED CONSENT ITEMS

Item C. was pulled by President Gregg.

C. Claims for Payment

MOTION: It was moved by Director Aguilar and seconded by President Gregg to approve Consent Item C. The motion passed by the following roll call vote:

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

DISCUSSION/ACTION ITEMS

D. Discussion/Action Item: Five Year Finance Revenue Plan

MOTION: No motion was made.

**E. Action Item: Installation of Cameras at the Percy Bakker Community Center
Overseeing the Registrar of Voters Ballot Drop Box**

MOTION: No motion was made.

Item M. was addressed at this time.

F. Action Item: Amendment to Hesperia Farmer's Market Agreement

(This item was addressed after Item M.)

MOTION: It was moved by President Gregg and seconded by Director Aguilar to approve the Amendment to the Hesperia Farmer's Market Agreement. The motion passed by the following roll call vote:

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

ABSENT: None
ABSTAIN: None

G. Action Item: HUSD Nutrition Services Summer Meal Program

MOTION: It was moved by Director Aguilar and seconded by President Gregg to approve the HUSD Nutrition Services Summer Meal Program. The motion passed by the following roll call vote:

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

H. Action Item: Event Partnership, PAVe – Parents Against Vaping E-Cigarettes

MOTION: It was moved by President Gregg and seconded by Director Irish to approve the event partnership, PAVe – Parents Against Vaping E-Cigarettes. The motion passed by the following roll call vote:

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

I. Discussion/Action Item: Board of Directors Approval of Hiring and Transferring v. Current Policy for General Manager Hiring and Transferring

Item was changed to: I., Emergency Item, General Manager Contract

MOTION: It was moved by Director Aguilar and seconded by Director Irish to approve the Interim General Manager Employment Agreement effective March 15, 2024, with the base salary of \$110,011.20 and a \$300 a month car allowance with the benefits included. The motion passed by the following roll call vote:

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

Meeting recessed from open session at 8:03 p.m.
Meeting reconvened into open session at 8:10 p.m.

Item O. was addressed at this time.

J. Action Item: Time Management System
(Addressed after Item M.)

MOTION: No motion was made.

K. Action Item: Approval of Security Camera Quotes

MOTION: No motion was made.

L. Action Item: Approval of Datura House Demolition Quote

MOTION: It was moved by Director Aguilar and seconded by President Gregg to approve the demolition of the Datura House. The motion passed by the following roll call vote:

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

Item N. was addressed at this time.

M. Action Item: Approval of Rick Novack Community Center Gym Floor Quote
(Addressed after Item E.)

MOTION: It was moved by Vice President Roberts and seconded by President Gregg to approve the first grade maple wood flooring with the white ash stain and high gloss finish. The motion passed by the following roll call vote:

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

N. Discussion/Action Item: Renovation of the Percy Bakker Community Center North Room

MOTION: No motion was made. Item was tabled.

O. Discussion/Action Item: Hesperia Days/Rodeo Pricing

(Addressed after Item I.)

MOTION: It was moved by Director Aguilar and seconded by Vice President Roberts to approve both the Hesperia Days and Hesperia Days Rodeo events' vendor pricing at: food vendors - \$300, regular vendor - \$125, non-profit - \$50, community information booth - free, parking - \$5, and Hesperia Rodeo's General Admission - \$20, ages two and under - free, beer sales - \$7, and to reflect the store prices to match the beer sale price of the rodeo. The motion passed by the following roll call vote:

AYES: Gonzalez, Irish, Roberts, Gregg, Aguilar

NOES: None

ABSENT: None

ABSTAIN: None

P. Action Item: Approval to Publish Request for Proposals #2024-04-01, District-Wide Videography

MOTION: No motion was made. Item was postponed to the April 24, 2024, Regular Board meeting.

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

- Mr. Louie thanked the Board for the opportunity to serve and highlighted the following: District operations and morale; communication; and "Robert's Play Book."

BOARD MEMBER COMMENTS

- Director Irish requested to add the following Agenda items: update from The KYA Group, update from SitelogIQ, and updates from the grant writer and federal lobbyist.
- Director Aguilar attended the Opening Day ceremony at Lime Street Park which was well attended. He commented that it will be nice to have the scoreboards and he appreciates staff's work on them. He thanked Mr. Louie for stepping up, along with Ms. Hauser and Ms. Garcia.
- Director Gonzalez also attended Opening Day and was surprised how well attended it was in the weather conditions. He thanked Mr. Louie, the Park Rangers, staff, and legal

counsel. He encouraged all to stand by the Mission Statement and hopefully there will be smooth sailing soon.

- Vice President Roberts - no comment.
- President Gregg reported that he attended conference calls with Assemblyman Carrillo. He attended Opening Day as well, and thanked Director Gonzalez for speaking. He spoke with the little league's board of directors and league president who were grateful for the maintenance done to the fields. He requested the Police Activities League be added to the next Agenda.

Meeting recessed from open session at 9:04 p.m.

Meeting reconvened into closed session at 9:07 p.m.

CLOSED SESSION ITEMS

Q. Anticipated Litigation (Government Code § 54956.9 (e)(1) - 3 Items

Meeting recessed from closed session at 9:38 p.m.

Meeting reconvened into open session at 9:38 p.m.

REPORT FROM CLOSED SESSION, IF ANY

None.

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for Wednesday, April 10, 2024, 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 9:38 p.m.

Respectfully submitted,

Calvin Louie
Acting General Manager

Karabeth Garcia
Board Secretary/Clerk of the Board

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

DATE: APRIL 2, 2024

PHONE: 760-244-5488

FROM: MOISES ARTOLA, FINANCE MANAGER
Hesperia Recreation and Park District

TO: CALVIN LOUIE, ACTING GENERAL MANAGER
Hesperia Recreation and Park District

SUBJECT: TIME CLOCK FISCAL IMPACT

The board gave direction at the 3/27/24 meeting requesting a fiscal impact assessment for the Tyler Technologies time clock at four different facilities.

Staff is providing a fiscal impact for six facilities to allow all 50-60 part-time employees to participate in the time clock program if the board decides to move forward.

Below are fiscal impacts for the barcode/mag reader option and the biometric option as directed by the board.

Barcode/Mag Reader 7" Screen

Location	Type of Time Clock	Time Clock Pricing
Hesperia Lake	Barcode/Mag Reader 7" Screen	2,195.00
Power Play Center	Barcode/Mag Reader 7" Screen	2,195.00
Percy Bakker Community Center	Barcode/Mag Reader 7" Screen	2,195.00
Novack Community Center	Barcode/Mag Reader 7" Screen	2,195.00
Epicentre	Barcode/Mag Reader 7" Screen	2,195.00
Lime Street Community Center	Barcode/Mag Reader 7" Screen	2,195.00

One-Time Fee	Pricing
Time & Attendance Module (necessary for time clocks)	5,250.00
License and Professional Service (implementation and training – 50 Hours)	8,750.00
Project Management (Tyler spearheading project)	250.00

Recurring Fee	Pricing
Annual recurring maintenance fee (Execu-time Module)	1,050.00
Annual recurring maintenance fee (Time Clocks)	958.00

Total Start Up Costs	29,428.00
-----------------------------	------------------

Biometric Reader 7" Screen

Location	Type of Time Clock	Time Clock Pricing
Hesperia Lake	Biometric Reader 7" Screen	2,395.00
Power Play Center	Biometric Reader 7" Screen	2,395.00
Percy Bakker Community Center	Biometric Reader 7" Screen	2,395.00
Novack Community Center	Biometric Reader 7" Screen	2,395.00
Epicentre	Biometric Reader 7" Screen	2,395.00
Lime Street Community Center	Biometric Reader 7" Screen	2,395.00

One-Time Fee	Pricing
Time & Attendance Module (necessary for time clocks)	5,250.00
License and Professional Service (implementation and training – 50 Hours)	8,750.00
Project Management (Tyler spearheading project)	250.00

Recurring Fee	Pricing
Annual recurring maintenance fee (Execu-time Module)	1,050.00
Annual recurring maintenance fee (Time Clocks)	958.00

Total Start Up Costs	30,628.00
-----------------------------	------------------

Thank you.

/ma

Enclosures



Sales Quotation For:

Hesperia Recreation and Park District
 PO Box 401055
 Hesperia Recreation & Park District CA
 92345
 Moises Artola
 +1 (760) 244-5488,,112
 martola@hesperiaparks.com

Quoted BY Brandon Swanson
 Quote Expiration 9/28/24
 Quote Name ExecuTime- Time &
 Attendance

Tyler Software		Annual
Description	License Total	Maintenance
Tyler One		
Time & Attendance powered by ExecuTime		
Time & Attendance	\$ 5,250	\$ 1,050

Services		
Description	Hours/Units	Extended Price
Time & Attendance powered by ExecuTime		
Project Management	1	\$ 1,250
Professional Services	50	\$ 7,250

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 8,750

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 5,250	\$ 1,050
Total Tyler Services	\$ 8,750	
Summary Total	\$ 14,000	\$ 1,050
Contract Total	\$ 15,050	



Sales Quotation For:

Hesperia Recreation and Park District
 PO Box 401055
 Hesperia Recreation & Park District CA
 92345
 Moises Artola
 +1 (760) 244-5488,,112
 martola@hesperiaparks.com

Quoted BY Brandon Swanson
 Quote Expiration 9/28/24
 Quote Name Time Clock Devices

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Time & Attendance powered by ExecuTime				
Touchscreen 7 : Barcode Reader	4	\$ 2,195	\$ 8,780	\$ 878
TOTAL:			\$ 8,780	\$ 878

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 250

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services	\$ 8,780	\$ 878
Total Tyler Services	\$ 250	
Summary Total	\$ 9,030	\$ 878
Contract Total	\$ 9,908	



Sales Quotation For:

Hesperia Recreation and Park District
 PO Box 401055
 Hesperia Recreation & Park District CA
 92345
 Moises Artola
 +1 (760) 244-5488,,112
 martola@hesperiaparks.com

Quoted BY Brandon Swanson
 Quote Expiration 9/28/24
 Quote Name Time Clock Devices

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Time & Attendance powered by ExecuTime				
Touchscreen 7 : Biometric Reader	4	\$ 2,395	\$ 9,580	\$ 958
TOTAL:			\$ 9,580	\$ 958

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 250

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services	\$ 9,580	\$ 958
Total Tyler Services	\$ 250	
Summary Total	\$ 9,830	\$ 958
Contract Total	\$ 10,788	



Hesperia Recreation & Park District

📍 16292 Lime Street, Hesperia Ca 92345
📞 Telephone (760) 244-5488
🌐 hesperiaparks.com

RESOLUTION NO. 24-04-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1, FOR FISCAL YEAR 2024/2025

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

WHEREAS, the Board of Directors has by previous resolutions formed and levied annual assessments for the Landscape and Lighting Assessment District No. 1, (hereafter referred to as the "District"), pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Bernardino for the Hesperia Recreation and Park District to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the Board of Directors has retained NBS for the purpose of assisting with the annual levy of the District, and to prepare and file a report with the District Secretary in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF DIRECTORS, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1 Annual Engineer's Report: The Board of Directors hereby orders NBS to prepare and file with the District Secretary the Annual Engineer's Report concerning the levy and collection of assessments for the District for the Fiscal Year commencing July 1, 2024, and ending June 30, 2025, in accordance with *Chapter 3, Section 22622* of the Act.

Section 2 Proposed improvements and any substantial changes in existing improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, landscape lighting, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition. The

BOARD OF DIRECTORS

President
Kelly J. Gregg
District 2
Representative

Vice President
James Roberts III
District 5
Representative

Director
Roman Aguilar III
District 4
Representative

Director
Shawna Irish
District 1
Representative

Director
Jose Gonzalez
District 3
Representative

Annual Engineer's Report describes any new improvements or substantial changes in existing improvements.

PASSED, APPROVED, AND ADOPTED this 10th day of April 2024.

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. 24-04-01 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 10th day of April 2024, by the following vote:

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

District Secretary
Hesperia Recreation and Park District



Hesperia Recreation & Park District
📍 16292 Lime Street, Hesperia Ca 92345
☎ Telephone (760) 244-5488
🌐 hesperiaparks.com

RESOLUTION NO. 24-04-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2, INCLUDING ALL ZONES, FOR FISCAL YEAR 2024/2025

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

WHEREAS, the Board of Directors has by previous resolutions formed and levied annual assessments for the Landscape and Lighting Assessment District No. 2, (hereafter referred to as the "District"), pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Bernardino for the Hesperia Recreation and Park District to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the Board of Directors has retained NBS for the purpose of assisting with the annual levy of the District, and to prepare and file a report with the District Secretary in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF DIRECTORS, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1 Annual Engineer's Report: The Board of Directors hereby orders NBS to prepare and file with the District Secretary the Annual Engineer's Report concerning the levy and collection of assessments for the District for the Fiscal Year commencing July 1, 2024, and ending June 30, 2025, in accordance with *Chapter 3, Section 22622* of the Act.

Section 2 Proposed improvements and any substantial changes in existing improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, landscape lighting, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition. The

BOARD OF DIRECTORS

President
Kelly J. Gregg
District 2
Representative

Vice President
James Roberts III
District 5
Representative

Director
Roman Aguilar III
District 4
Representative

Director
Shawna Irish
District 1
Representative

Director
Jose Gonzalez
District 3
Representative

Annual Engineer's Report describes any new improvements or substantial changes in existing improvements.

PASSED, APPROVED AND ADOPTED this 10th day of April 2024.

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. 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 10th day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

District Secretary
Hesperia Recreation and Park District



Hesperia Recreation & Park District

📍 16292 Lime Street, Hesperia Ca 92345

☎ Telephone (760) 244-5488

🌐 hesperiaparks.com

RESOLUTION 24-04-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT APPROVING THE NOMINATION OF DIRECTOR/GENERAL MANAGER _____ TO SERVE AS A DIRECTOR OF THE CALIFORNIA ASSOCIATION OF RECREATION AND PARK DISTRICTS

WHEREAS, the Hesperia Recreation and Park District is a member of the California Association of Recreation and Park Districts which has been formed to further the interests of recreation and park services for the people of the State of California; and

WHEREAS, _____ is hereby nominated to serve on the Board of Directors which adopts policy and governs the affairs of the California Association of Recreation and Park Districts; and

WHEREAS, it is to the advantage and best interest of the Hesperia Recreation and Park District that it have a representative on the Board of Directors of the California Association of Recreation and Park Districts.

NOW, THEREFORE, BE IT RESOLVED that _____ is hereby authorized and directed to serve as a director and/or officer of the California Association of Recreation and Park Districts and to serve as such within the scope of his duties as a _____ of the Hesperia Recreation and Park District.

PASSED, APPROVED, AND ADOPTED this 10th day of April 2024.

Board President
Hesperia Recreation and Park District

District Secretary
Hesperia Recreation and Park District

BOARD OF DIRECTORS

President
Kelly J. Gregg
District 2
Representative

Vice President
James Roberts III
District 5
Representative

Director
Roman Aguilar III
District 4
Representative

Director
Shawna Irish
District 1
Representative

Director
Jose Gonzalez
District 3
Representative

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. 24-04-03 was regularly adopted by the Board of Directors of said Hesperia Recreation and Park District at a regular meeting of said Board of Directors held on the 10th day of April 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

District Secretary
Hesperia Recreation and Park District



March 19, 2024

TO: CARPD Member Districts
FROM: Matthew Duarte, Executive Director
SUBJECT: Call for Nominations & 2024 Slate of CARPD Board Candidates

Hello CARPD Members! The CARPD Conference is rapidly approaching and with it the annual CARPD General Membership Meeting. As we do every year during that meeting, the CARPD Board of Directors Election is conducted by the membership. This year, the election will take place at approximately 9:00a.m. on May 23, 2024 at the CARPD Conference in the Hyatt Regency in Santa Rosa, California.

In accordance with CARPD Association Bylaws, CARPD is soliciting any qualified candidates interested in serving on the CARPD Board of Directors. Nominees must be individuals affiliated (as Board of Directors, employees or otherwise) with active members in good standing.

Furthermore, pursuant to CARPD Association Bylaws at Article 5, subsection 6, the CARPD Nominations Committee has submitted the following slate of candidates for the open CARPD Board positions:

CARPD 2024 Slate of Board Officers

President – Elect Dean Wetter, Valley-Wide Recreation & Park District

Chief Financial Officer Al McGreehan, Paradise Recreation & Park District

Director at Large **Two Positions to be Elected:**

(Even Year) Dennis Waespi, East Bay Regional Park District
Rick Sloan, Cordova Recreation & Park District

Administrator Rep **One Administrator Position to be Elected:**

(Even Year) Michelle Lacy, Pleasant Hill Recreation & Park District

In addition to the slate identified by the Nominations Committee, Member Districts may also nominate one of its board members for the positions of President-Elect, Secretary, or Director-at-Large, or nominate its General Manager, Assistant General Manager or Chief Administrative Officer, for Administrator Representative, by submitting a letter and a copy of a board resolution supporting such nomination to CARPD prior to the annual meeting.

Any Member District wishing to submit a nomination should submit a letter of nomination (cover letter indicating who is running and for what position) and a copy of its Board Resolution supporting the nomination directly to my attention at mduarte@capri-jpa.org. To be sure a nominee is included on the ballot, the letter and resolution must be received no later than close of business on **Friday, May 10, 2024**.

Finally, any qualified candidate may be nominated from the floor at the election and, if elected, provide the President with a resolution from the member district's board endorsing the nominee to serve on the corporation's Board of Directors not later than sixty (60) days after the annual meeting. The candidate will not commence into office unless and until such time as the resolution is presented to the corporation's Board of Directors.

If you have any questions regarding the election or its procedures, please feel free to contact me at (916) 722-5550. Thank you and hope to see you all at the Conference in Santa Rosa!

Sincerely,

A handwritten signature in blue ink that reads "Matthew Duarte". The signature is written in a cursive style.

Matthew Duarte
Executive Director

CARPD Board of Directors 2024 Election

Each year during the CARPD General Membership Meeting, the CARPD Board of Directors Election is conducted with the membership at large. This year's Election will take place at:

May 23, 2024 @ 8:00 a.m.

Hyatt Regency Sonoma Wine Country
170 Railroad Street
Santa Rosa, CA 95401



Board Responsibilities

The CARPD Board of Directors is the governing body responsible for all policy decisions related to support, education, member services, outreach, and advocacy to recreation and park districts throughout California. The CARPD Board of Directors generally meets 4-5 times per year at the CAPRI Office in Roseville and at the Annual CARPD conference.

Board Positions

The CARPD Board of Directors is comprised of *eleven* Directors that oversee the operations of the organization and provide direction to the Executive Director. This year, there are *five* positions up for election: President-Elect, Chief Financial Officer, Director at Large (x2), and Administrative Representative.

Board Qualifications

In order to be qualified for service on the Board, candidates must either be members of the Board of Directors of a CARPD member or "Administrators" employed as General Manager, Assistant General Manager, or Chief Administrative Officer of a CARPD member. For more information on candidate qualifications, please contact Executive Director, Matthew Duarte. mduarte@capri-jpa.org.

Submit Nominations to

CARPD Or by email (preferred)
1075 Creekside Ridge, Suite 240 Matthew Duarte
Roseville, CA 95678 Email: mduarte@capri-jpa.org



Hesperia Recreation & Park District
📍 16292 Lime Street, Hesperia Ca 92345
☎ Telephone (760) 244-5488
🌐 hesperiaparks.com

RESOLUTION NO. 24-04-04

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA RECREATION AND PARK DISTRICT APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM THE BUDGET ACT OF 2023, 19.561(B)(76) \$2,000,000 FOR RELOCATION AND CONSTRUCTION OF MODERNIZED CORPORATION YARD FACILITY

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the Hesperia Recreation and Park District setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Hesperia Recreation and Park District hereby:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
4. Delegates the authority to the Interim General Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and

BOARD OF DIRECTORS

President
Kelly J. Gregg
District 2
Representative

Vice President
James Roberts III
District 5
Representative

Director
Roman Aguilar III
District 4
Representative

Director
Shawna Irish
District 1
Representative

Director
Jose Gonzalez
District 3
Representative

5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

PASSED, APPROVED, and ADOPTED this 10th day of April 2024.

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. 24-04-04 was duly 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 10th day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

District Secretary
Hesperia Recreation and Park District

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

DATE: April 3, 2024 PHONE: 760-244-5488

FROM: CALVIN LOUIE, ACTING GENERAL MANAGER
Hesperia Recreation and Park District

TO: BOARD OF DIRECTORS
Hesperia Recreation and Park District

SUBJECT: FUNDING FOR RELOCATION AND CONSTRUCTION - DISTRICT
MAINTENANCE YARD

SUMMARY

This is Grant funding for the relocation and construction District Maintenance Yard here at Lime St. Park.

The lot that is located west of Lime St. Park dog park and eastside of 3rd Avenue is the targeted location for the proposed District Maintenance Yard.

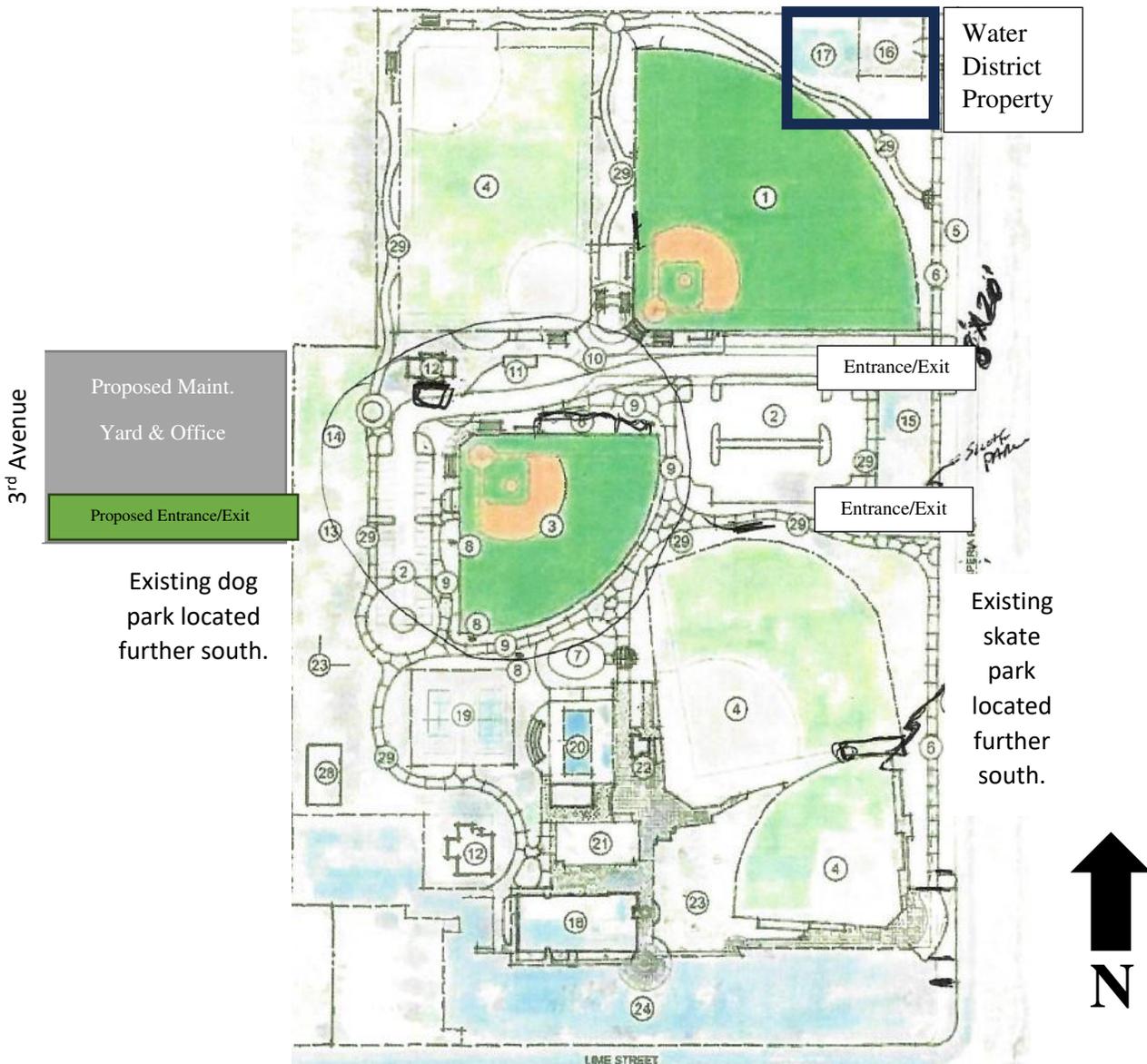
DISCUSSED PLANS

On Monday, April 1, 2024, Mr. Varner, Chief Chavez, Ms. Hauser, Mr. Sanchez, and I (Louie) met and participated in a “walk-a-bout” of Lime St. Park.

This field trip was to visually observe some of the suggestions brought at the sit-down meeting. Various areas of concern were determined and Mr. Varner was directed to follow-up on one of the issues with the Hesperia Water District.

Another area of concern was the limited available parking and exits. A comment was made that the Fire Marshall would not approve the current artist concept if it was transferred into plans and submitted.

Please review the conceptual drawing on the next page.



Before we can make any suggestions to the Board to review and approve, the water district will be providing detailed information regarding their property lines. In the meantime, the Acting GM and Mr. Varner, Assistant GM, will research and provide several architectural and engineering companies specializing in planning public parks for the Board to interview and approve.

RECOMMENDATIONS

Management recommends to the Hesperia Recreation and Park District’s Board of Directors to adopt Resolution No. 24-04-04.

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

DATE: April 3, 2024

PHONE: 760-244-5488

FROM:  CALVIN LOUIE - ACTING GENERAL MANAGER
Hesperia Recreation and Park District

TO: BOARD OF DIRECTORS
Hesperia Recreation and Park District

SUBJECT: RE: PAL Commercial Lease

SUMMARY

On 03/15/24, I (Louie) requested Ms. Hauser, Recreation Manager to locate the most recent lease agreement between Hesperia Police Activities League (HPAL) and the Hesperia Recreation and Park District (HRPD) for the property known as 17508 Hercules Street, Unit B-5(B) and B-6(B), Hesperia, CA 92345, named as Epicentre.

Ms. Hauser was only able to locate an agreement between the HPAL and HRPD to provide an organized sports program at the Epicentre.

In that agreement located by Ms. Hauser, HPAL was to organize Boxing at the Epicentre.

COMMENTS

Ms. Hauser stated to me, many of the past agreements were only a handshake deal.

The lease agreement was executed on December 2, 2015, and the Boxing Program was signed on November 10, 2015.

No further agreements were found in our (Louie and Hauser) search.

Kanger Dispatch Folder

HESPERIA RECREATION AND PARK DISTRICT COMMERCIAL LEASE AGREEMENT

Date (For reference only): November 5, 2015

Hesperia Recreation and Park District ("Landlord") and Hesperia Police Activities League ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 17508 Hercules Street, Units B-5(B) and B-6(B), Hesperia, CA 92345 ("Premises"), which comprise approximately 3,864 total square footage of rentable space in the entire property. See exhibit (n/a) for a further description of the Premises.
2. **TERM:** The term shall be for 5 years and 0 months, beginning on 12/01/2015 ("Commencement Date"), (Check A or B):
 - A. Lease:** and shall terminate on 11/30/2020 at 5:00 AM PM. Any holding over after the term of this Agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a 20% increase in the base rent for the next 12 months, and again another 20% increase in the base rent for the following 12 months if no lease is signed. All other terms and conditions of this Agreement shall remain in full force and effect.
 - B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
 - C. RENEWAL OR EXTENSION TERMS:** See attached addendum
3. **BASE RENT:**
 - A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
 - (1) \$1,352.40 per month, for the term of the Agreement.
 - (2) \$_____ per month, for the first 12 months of the Agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for Hesperia, based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
 - (3) \$_____ per month for the period commencing _____ and ending _____ and \$_____ per month for the period commencing _____ and ending _____ and \$_____ per month for the period commencing _____ and ending _____
 - (4) In accordance with the attached rent schedule.
 - (5) Other: _____
 - B. Base Rent is payable in advance on the **1st** day of each calendar month, and is delinquent on the next day.
 - C. If Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
4. **RENT:**
 - A. Definition: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except security deposit.
 - B. Payment: Rent shall be paid to Hesperia Recreation and Park District, at P.O. Box 401055, Hesperia, CA 92340-1055, or at any other location specified by Landlord in writing to Tenant.
 - C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

Landlord's Initials (Signature)

Landlord and Tenant acknowledge receipt of a copy of this page.
Tenant's Initials (WA)

Reviewed by _____
Broker or Designee _____ Date _____

Premises: 17508 Hercules Street, Units B-5(B) & B-6(B), Hesperia, CA 92345 Date 11/5/2015

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on 11/5/2015. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this Agreement.

6. **SECURITY DEPOSIT:**

- A. Tenant agrees to pay Landlord \$ 0.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (If checked): If Base Rent increases during the term of this Agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) replace locks and keys not returned by tenant in the amount of \$50.00 per key; (iv) broom clean the Premises, if necessary, upon termination of tenancy; and (v) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
- C. No interest will be paid on security deposit, unless required by local ordinance.

7. **PAYMENTS:**

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From _____ To _____ Date Date	\$ _____	\$ _____	\$ _____	_____
B. Security Deposit.....	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>0.00</u>	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to open unreserved and zero reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses, or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: n/a The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (SP) (_____)

Tenant's Initials (WA) (_____)

Reviewed by _____ Date _____
Broker or Designee

Premises: 17508 Hercules Street, Units B-5(B) & B-6(B), Hesperia, CA 92345 Date 11/05/2015

- 10. LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$135.24 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.
- 11. CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: Phone line is inoperable. Items listed as exceptions shall be dealt with in the following manner: Landlord to fix or remove.
- 12. ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state, and federal laws, regulations, and ordinances ("Laws"). Landlord makes no representations or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
- 13. TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. Standard utilities are factored into base rent and will be billed to and paid by Landlord in an amount not to exceed \$250.00 in any one calendar month. Utility charges in excess of \$250.00 in any calendar month will be billed to the Tenant.
- 14. PROPERTY OPERATING EXPENSES:**
- A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.
- OR B. (if checked) Paragraph 14 does not apply.
- 15. USE:** The Premises are for the sole use as Hesperia Police Activities League Boxing Program. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
- 16. RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violating any law or ordinance, or committing a waste or nuisance on or about the Premises.
- 17. MAINTENANCE:**
- A. Tenant OR (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing, and water systems, if any. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
- B. Landlord OR (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas, and _____
- C. Tenant is responsible for damage to glass, windows and doors only if it is deemed by the Landlord as an independent act of vandalism/theft or caused by the tenant or tenant's patrons/guests.
- 18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld.

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials MS (____)

Tenant's Initials W.A. (____)

Reviewed by _____ Date _____
Broker or Designee _____

Premises: 17508 Hercules Street, Units B-5(B) & B-6(B), Hesperia, CA 92345 Date 11/05/2015

Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.

19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or) day period preceding the termination of the Agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this Agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, Agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this Agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written Agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant or Tenant's obligation under this Agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of Agreement, Tenant shall: (i) give Landlord/Landlord's agent all copies of all keys or opening devices to Premises, including any common areas. Rent will continue to be assessed until all keys are surrendered to Landlord's Agent; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of tenant's forwarding address; and, (vii) _____. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this Agreement, breaches any obligation in this Agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials ()

Tenant's Initials (W.A) ()

Reviewed by _____ Date _____
Broker or Designee

Premises: 17508 Hercules Street, Units B-5(B) & B-6(B), Hesperia, CA 92345 Date 11/05/2015

- avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this Agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident, or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this Agreement shall remain in full force and effect. If Landlord is unable to restore the premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this Agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release, or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this Agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal, or negligent acts of others, or any other cause. Tenant is to carry Tenant's own insurance to protect Tenant from any such loss. In addition, Tenant shall obtain and keep in force policies of insurance protecting Tenant and Landlord as an additional insured as indicated in Insurance Requirements (attached and incorporated as Exhibit 1). The limits of said insurance shall not, however, limit the liability of the Tenant nor relieve Tenant of any obligation hereunder.
- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this Agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgement that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this Agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this Agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this Agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This Agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this Agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this Agreement, unless this Agreement is otherwise terminated pursuant to

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials AS ()

Tenant's Initials WA ()

Reviewed by _____
Broker or Designee _____ Date _____

its terms. If any mortgagee, trustee, or ground lessor elects to have this Agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this Agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this Agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises has not been inspected by a Certified Access Specialist.
- 35. **ENERGY DISCLOSURE:** If this is a lease of the entire building, Landlord shall provide Tenant, at least 24 hours prior to the execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/ab1103/index.html>.
- 36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location or at any other location subsequently designated:

Landlord:
P.O. Box 401055, Hesperia, CA 92340
16292 Lime Street, Hesperia, CA 92345
Phone Number (760) 244-5488

Tenant:
Hesperia Police Activities League
15840 Smoke Tree Lane
Hesperia, CA 92345

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

- 38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
- 39. **INDEMNIFICATION:** Tenant shall indemnify, defend, and hold Landlord harmless from all claims, disputes, litigation, judgments, and attorney fees arising out of Tenant's use of the Premises.
- 40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**
 - A. Tenant shall be responsible for the prompt payment of any taxes, assessments, or other costs associated with use of the Premises under this Lease Agreement. Tenant has been advised that this Agreement may create a property right and therefore a possessory interest subject to taxation. Tenant will be responsible for payment of any possessory interest or other property taxes. Tenant herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided (attached and incorporated as Exhibit 2).
 - B. Tenant is responsible for the replacement of any and all burned out light bulbs inside of unit.
 - C. Tenant is responsible for any plugged toilets, unless determined by a licensed plumber to be beyond the leased space, then the Landlord will be responsible for correcting the problem.

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (S) ()

Tenant's Initials (W.A.) ()

Reviewed by Broker or Designee _____	Date _____
---	------------

Premises: 17508 Hercules Street, Units B-5(B) & B-6(B), Hesperia, CA 92345 Date 11/05/2015

D. San Bernardino County Sheriff's Department agrees to provide Dispatch Services for the Landlord's Park Ranger Program as payment of Tenant's Base Rent as defined in Sections 3 and 13 of this Agreement. Landlord agrees to accept Dispatch Services for its Park Ranger Program as payment of Base Rent defined in Sections 3 and 13 of this Agreement.

- 41. The following ATTACHED supplements/exhibits are incorporated in this Agreement: (i) Exhibit 1: Insurance Requirements and (ii) Exhibit 2: California Revenue and Taxation Code Section 107.6.
- 42. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant.
- 43. **ENTIRE CONTRACT:** Time is of the essence. All prior Agreements between Landlord and Tenant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' Agreement, and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the heirs, assignees, and successors to the parties.
- 44. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written Agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this Agreement, in connection with any act relating to the Premises, including, but not limited to, inquires, introductions, consultations, and negotiations leading to this Agreement. Tenant and Landlord each agree to indemnify, defend, and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 44.
- 45. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
 Listing Agent : _____ (Print Firm Name) is the agent of (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
 Selling Agent : _____ (Print Firm Name) (if not same Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
 Real Estate Brokers are not parties to the Agreement between Tenant and Landlord.

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept, and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Signature Wendell Anderson Date 12/02/15
 Print Name Wendell Anderson
 Address 15840 Smoke Tree St. City Hesperia State CA Zip 92345
 Tenant Signature _____ Date _____
 Print Name _____
 Address _____ City _____ State _____ Zip _____

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (Signature)

Tenant's Initials (W.A.)

Reviewed by _____ Date _____
 Broker or Designee _____

Premises: 17508 Hercules Street, Units B-5(B) & B-6(B), Hesperia, CA 92345 Date 11/05/2015

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors, and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor Signature _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Signature [Signature] Date 12/2/15
(Owner or agent with authority to enter into this Agreement)

Address P.O. Box 401055 City Hesperia State CA Zip 92340

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this Agreement are not a party to the Agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ BRE Lic. # _____

By (Agent) _____ BRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials [Signature]

Tenant's Initials (W.A.)

Reviewed by _____ Date _____
Broker or Designee

Premises: 17508 Hercules Street, Units B-5(B) and B-6(B), Hesperia, CA 92345 Date 11/05/2015

Exhibit 1

INSURANCE REQUIREMENTS

Property Insurance Tenant's personal property, fixtures, equipment, inventory, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal, or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss.

Before occupancy of the Premises in accordance with this Lease Agreement, Tenant, at their own cost and expense, shall procure the types and amounts of insurance indicated below and provide Certificates of Insurance indicating that Tenant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to the Hesperia Recreation and Park District. Tenant shall maintain the insurance policies required by this Exhibit throughout the term of this Lease Agreement.

Commercial General Liability Insurance

General Requirements Tenant, at their own cost and expense, shall maintain and keep in force commercial general liability insurance for the term of this Agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence with an annual aggregate of not less than two million dollars (\$2,000,000.00), for loss arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. 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.

Minimum Scope of Coverage Commercial general liability coverage shall be at least as broad as Insurance Service Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement shall be attached limiting the coverage.

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 provide coverage on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Tenant to comply with reporting provisions of the policy shall not affect coverage provided to Hesperia Recreation and Park District, and its officers, employees, agents, and volunteers.

All Policies Requirements

Named Insured The named insured on all required policies must match Tenant as specified in this Agreement.

Acceptability of Insurers All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (*JS*)

Tenant's Initials (*W.A.*)

Verification of Coverage Prior to the execution of the attached Lease Agreement, Tenant shall furnish Hesperia Recreation and Park District with Certificates of Insurance and complete certified copies of all endorsements. All certificates and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

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 Hesperia Recreation and Park District. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Tenant shall provide written notice to Hesperia Recreation and Park District at Tenant's earliest possible opportunity and in no case later than ten (10) working days after Tenant is notified of the change in coverage.

Additional Insured Hesperia Recreation and Park District (Landlord) shall be covered as additional insured's with respect to the policies required above by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises". The Description of Operations field on the Certificate of Insurance must contain the following language: "Hesperia Recreation and Park District is included as additional insured with regards to lease agreement with named insured for property located at

Endorsements The policy shall not contain any intra-insured exclusions as between insured person or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Tenant shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. Endorsement and coverage shall also be extended to include damage caused by heat, smoke, or fumes from hostile fire.

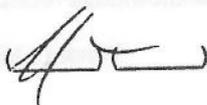
Landlord Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in the amount of at least one million dollars (\$1,000,000.00), plus property insurance in an amount sufficient to cover the replacement cost of the property.

Loss of Use Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance.

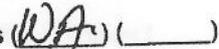
Subrogation Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials



Tenant's Initials



Premises: 17508 Hercules Street, Units B-5(B) and B-6(B), Hesperia, CA 92345 Date 11/05/2015
Exhibit 2

California Revenue and Taxation Code Section 107.6

107.6. (a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

(b) Failure to comply with the requirements of this section shall not be construed to invalidate the contract. The private party may recover damages from the contracting state or local public entity, where the private party can show that without the notice, he or she had no actual knowledge of the existence of a possessory interest tax.

The private party is rebuttably presumed to have no actual knowledge of the existence of a possessory interest tax.

In order to show damages, the private party need not show that he or she would not have entered the contract but for the failure of notice.

(c) For purposes of this section:

(1) "Possessory interest" means any interest described in Section 107.

(2) "Local public entity" shall have the same meaning as that set forth in Section 900.4 of the Government Code and shall include school districts and community college districts.

(3) "State" means the state and any state agency as defined in Section 11000 of the Government Code and Section 89000 of the Education Code.

(4) "Damages" mean the amount of the possessory interest tax for the term of the contract.

Landlord's Initials (A) (E)

Landlord and Tenant acknowledge receipt of a copy of this page.

Tenant's Initials (WA.) ()

HESPERIA RECREATION AND PARK DISTRICT
P.O. BOX 401055
Hesperia, CA 92340
(760) 244-5488

**HESPERIA POLICE ACTIVITIES LEAGUE
BOXING PROGRAM AND FACILITY AGREEMENT**

Name of Organization: Hesperia Police Activities League

Organization Representative: Wendell Anderson, Board President

Mailing Address: 15840 Smoke Tree Street, Hesperia, CA 92345

Phone: (Work) (760) 947-1520 Phone: (Cell) (909) 361-1054

E-mail: wanderson@sbcasd.org

THIS CONTRACT is entered into in the State of California by and between the Hesperia Area Recreation District Foundation, hereinafter called HARD under contract to the Hesperia Recreation and Park District, hereinafter called DISTRICT and Hesperia Police Activities League, a public benefit organization exempt under IRS Code Section 501(c)(3), hereinafter called HPAL and the San Bernardino County Sheriff's Department, Hesperia Station, hereinafter called SBCSD.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other public agencies and private organizations collectively to deliver authorized facilities and services;

HPAL desires to provide an organized venue in which peace officers, citizens and youth of Hesperia may positively interact. The HPAL provides sports, educational and recreational activities to at risk youth within the community in order to foster, encourage and reinforce traditional values of respect, sportsmanship.

1. Term of the Agreement: The term of this Agreement shall be five (5) years from the date of execution of this Agreement by all parties. The Agreement may be terminated without cause upon ninety (90) calendar days prior written notice from one party to all others.

2. Provision of HPAL Boxing Program: The program shall target/focus on youth residing within the jurisdiction of HRPD.
- A. Use of Facility: The HPAL boxing program will continue to be held at 17508 Hercules, Units B-5B and B-6B (rear units totaling 3,864 sq. ft.), Hesperia, a HRPD facility.
 1. There shall be no subletting of facilities.
 2. HPAL shall not make any changes, additions, or deletions to the facility without prior written approval from HARD.
 3. This Agreement provides for use of the facility and does not convey a possessory interest therein.
 4. HPAL understands and agrees that HARD provided the start-up equipment for the program. HPAL will provide all supplies and materials and will be solely responsible for all costs of their boxing program. HPAL will be held liable for lost, stolen, or damaged equipment.
 5. HPAL will provide for all other services and supplies associated with their use.
- B. Facility Use Fees: HPAL shall be responsible for monthly rent in the amount of \$1,352.40. Rent was determined as follows: 3,864 square feet at \$0.35 per square foot.
 1. Notwithstanding, in consideration of the on-going program, HARD agrees to waive the aforementioned facility rental fees and utility fees in exchange for the waiver by SBCSD of dispatch services for the DISTRICT's Park Ranger program.
 2. HPAL hereby agrees that any utility fees incurred on a monthly basis in excess of \$ 250.00 will be the financial responsibility of HPAL and will be reimbursed to HARD.
- C. Operation of Program: HPAL assumes sole responsibility for the setup/preparation of the facility for their use. The responsibility for the setup and cleanup of the boxing program area before and after use shall be the responsibility of HPAL.
- D. Publicity: HPAL shall provide all required publicity for their program.

E. Rules and Regulations:

1. HPAL shall establish appropriate Rules and Regulations for the use of the facility and HPAL shall be solely responsible to adhere to national governing body rules for their boxing program.
2. HPAL agrees to adhere to all applicable federal, state, and local laws, rules, regulations, policies, and procedures.

F. Indemnification and Waiver:

1. HPAL assumes sole responsibility for all program staff, volunteers, participants, and spectators associated with the HPAL boxing program.
2. HPAL releases HARD, the DISTRICT, and their officers, employees, agents, and authorized volunteers from any and all liabilities, claims, or demands arising from its performance or failure to perform hereunder.
3. HPAL hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of said activity. This release is intended to discharge in advance the Hesperia Recreation and Park District or the HARD Foundation from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of active or passive negligence or willful misconduct on the part of HPAL. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks HPAL hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns. HPAL shall indemnify and to hold the above person or entities free and harmless from any loss, liability, damage, cost, or expense (including attorneys' fees for counsel acceptable to HARD) which they may incur as the result of death or any injury or property damage that may be sustained while conducting or promoting this activity, except that arising from the sole negligence of HARD or DISTRICT.

G. Representatives:

1. HARD assigns Tim Glass, Sr. Recreation Supervisor II, to act as HARD's representative in all details related to this agreement.

2. HPAL's Organization Representative will be the only contact with HARD unless he/she otherwise designates in writing another representative.
3. SBCSD assigns the Hesperia Station Command Staff to act as SBCSD's representative in all details related to this agreement.

H. Independent Contractor:

1. HPAL is an independent contractor and shall not be deemed nor represent that HPAL is an officer or employee of HARD or of the DISTRICT. HPAL shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of HARD or DISTRICT.
2. HPAL shall submit state and federal nonprofit numbers and copies of the state and federal issued nonprofit status letters upon execution of this agreement.
3. HPAL shall be solely responsible for properly reporting any and all monies earned as a result of this event to the state and federal government.

I. HPAL agrees to comply with PUBLIC RESOURCES CODE, SECTION 5164.

1. In the event and to the extent HPAL employees (paid or volunteer) shall have supervisory or disciplinary authority over any minor as part of the services to be performed hereunder, HPAL is solely required to ensure that all employees (paid or volunteer), as deemed necessary, comply with Public Resources Code, Section 5164, namely they must undergo a criminal background check before being retained or hired by HPAL.
2. HPAL shall comply with Public Resources Code, Section 5164, subparagraph 14.a.
3. "Evidence of compliance" under the terms of this paragraph means HPAL employees (paid or volunteer), as deemed necessary, shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code and shall complete a Background Questionnaire. The results of the fingerprint check for a criminal background search must reveal no convictions for the offenses listed in Public Resources Code, Section 5164 employee will be prohibited from participation in the program.

4. SBCSD Hesperia Station shall conduct fingerprinting/Live Scan. Print results will be sent to the Hesperia Station by the Department of Justice. The Hesperia Station will email clearances to HPAL President or his/her assignee. No verification will be given to individuals, except when they are not cleared for participation.
- J. Insurance: HPAL shall provide an acceptable Certificate of Insurance for Public Liability and Property Damage for both HPAL event participants and all approved activities in conjunction with the HPAL. HPAL shall provide \$1,000,000.00 combined single limit coverage as to injury to persons and/or to property for a single occurrence. Said Certificate shall be endorsed to name as additionally insured and hold the Hesperia Recreation and Park District, individual members thereof, its officers, agents, and employees free and harmless from such loss, damage, liability, cost, or expense that may arise during or be caused, in any way by such use or occupancy of District property. Certificates of Insurance must be submitted prior to execution of this agreement.
- K. Termination for Non-compliance: Failure of HRPD/HARD to comply with the provisions of this agreement shall be grounds for immediate suspension of Dispatch Services provided by SBCSD without the requirement of any prior notice. Failure of HPAL to comply with the provisions of this agreement shall be grounds for immediate suspension of facility use, cancellation, or termination of the agreement by HARD or District without the requirement of any prior notice.
- L. Miscellaneous: When all parties sign this agreement it shall constitute a binding agreement which supersedes any and all prior agreements and practices, whether written or oral. This Agreement shall be amended only in writing signed by all parties. No waiver of any term or condition of this Agreement shall be a continuing waiver there

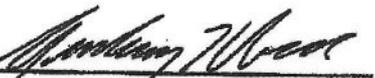
APPROVED:

Hesperia Area Recreation
District Foundation

BY: 
Lindsay Woods, Executive Director

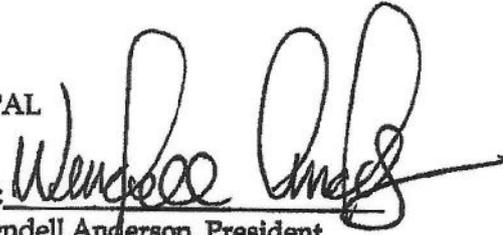
DATE: 11/10/15

Hesperia Recreation and Park
District

BY: 
Lindsay Woods, General Manager

DATE: 11/10/15

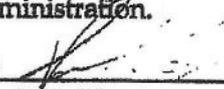
HPAL

BY: 
Wendell Anderson, President

DATE: 11/10/15

SS#/Fed. ID #: _____

San Bernardino County Sheriff's
Department: Bureau of
Administration.

BY: 
Sam Fisk, Lieutenant

DATE: 11/10/15

Power Play Rental Fees

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

Activities Revenue Report

Activity: 14171 Saturday, 01/14 - Power Play Rental - Large Room 3-6PM, 17380 Saturday 11/11 - Power Play Rental - Large Room 3-6PM, 15653 Saturday 10/21 Power Play Rental Large Room 3-6PM, 15951 Saturday 09/23 Power Play Rental Large Room 7:30-10:30P, 15942 Saturday 09/02 Power Play Rental Large Room 7:30-10:30P, 15694 Saturday 08/26 Power Play Rental Large Room 7:30-10:30P, 15679 Saturday 08/19 Power Play Rental Large Room 7:30-10:30P, 15556 Saturday 07/29 Power Play Rental Large Room 7:30-10:30P, 15509 Saturday 07/08 Power Play Rental Large Room 7:30-10:30P, 15513 Saturday 07/08 - Power Play Rental - Large Room 3-6PM, 15277 Saturday 06/10 Power Play Rental Large Room 7:30-10:30P, 15276 Saturday 06/10 - Power Play Rental - Large Room 3-6PM, 15231 Saturday 06/03 - Power Play Rental - Large Room 3-6PM, 15152 Saturday 05/20 - Power Play Rental - Large Room 3-6PM, 14539 Saturday 04/29 - Power Play Rental - Large Room 3-6PM, 14533 Saturday 04/22 - Power Play Rental - Large Room 3-6PM, 14521 Saturday 04/08 - Power Play Rental - Large Room 3-6PM, 14518 Saturday 04/01 Power Play Rental Large Room 7:30-10:30P, 14418 Saturday 03/25 Power Play Rental Large Room 7:30-10:30P, 14415 Saturday 03/25 - Power Play Rental - Large Room 3-6PM...(first 20 selections shown)
Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				
			Res	NonRes	Total	Total	Sales	Refunds ⁺	Xfers In ⁻	Xfers Out ⁼	Income
14171 - Saturday, 01/14 - Power Play Rental - Large Room 3-6PM	Winter 2022-2023		0	1	1	0	\$0.00	\$0.00	\$195.00	\$0.00	\$195.00
14235 - Friday, 01/20 Power Play Party Rental - Large Room	Winter 2022-2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14267 - Saturday 01/21 - Power Play Rental - Large Room 3-6PM	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14236 - Friday, 01/27 Power Play Party Rental - Large Room	Winter 2022-2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14306 - Saturday 01/28 - Power Play Rental - Large Room 3-6PM	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14324 - Friday, 02/03 Power Play Party Rental - Large Room	Winter 2022-2023		0	1	1	0	\$195.00	-\$41.51	\$0.00	\$0.00	\$153.49
14336 - Saturday 02/04 - Power Play Rental - Large Room 3-6PM	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14327 - Friday, 02/10 Power Play Party Rental - Large Room	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14342 - Saturday 02/11 - Power Play Rental - Large Room 3-6PM	Winter 2022-2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14330 - Friday, 02/17 Power Play Party Rental - Large Room	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14395 - Saturday 03/04 - Power Play Rental - Large Room 3-6PM	Winter 2022-2023		0	1	1	0	\$351.00	\$0.00	\$0.00	-\$156.00	\$195.00

Activities Revenue Report

Activity: 14171 Saturday, 01/14 - Power Play Rental - Large Room 3-6PM, 17380 Saturday 11/11 - Power Play Rental - Large Room 3-6PM, 15653 Saturday 10/21 Power Play Rental Large Room 3-6PM, 15951 Saturday 09/23 Power Play Rental Large Room 7:30-10:30P, 15942 Saturday 09/02 Power Play Rental Large Room 7:30-10:30P, 15694 Saturday 08/26 Power Play Rental Large Room 7:30-10:30P, 15679 Saturday 08/19 Power Play Rental Large Room 7:30-10:30P, 15556 Saturday 07/29 Power Play Rental Large Room 7:30-10:30P, 15509 Saturday 07/08 Power Play Rental Large Room 7:30-10:30P, 15513 Saturday 07/08 - Power Play Rental - Large Room 3-6PM, 15277 Saturday 06/10 Power Play Rental Large Room 7:30-10:30P, 15276 Saturday 06/10 - Power Play Rental - Large Room 3-6PM, 15231 Saturday 06/03 - Power Play Rental - Large Room 3-6PM, 15152 Saturday 05/20 - Power Play Rental - Large Room 3-6PM, 14539 Saturday 04/29 - Power Play Rental - Large Room 3-6PM, 14533 Saturday 04/22 - Power Play Rental - Large Room 3-6PM, 14521 Saturday 04/08 - Power Play Rental - Large Room 3-6PM, 14518 Saturday 04/01 Power Play Rental Large Room 7:30-10:30P, 14418 Saturday 03/25 Power Play Rental Large Room 7:30-10:30P, 14415 Saturday 03/25 - Power Play Rental - Large Room 3-6PM...(first 20 selections shown)
Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				
			Res	NonRes	Total	Total	Sales	Refunds	Xfers In	Xfers Out	Income
14402 - Saturday 03/11 - Power Play Rental - Large Room 3-6PM	Winter 2022-2023		0	1	1	0	\$0.00	\$0.00	\$156.00	\$0.00	\$156.00
14409 - Saturday 03/18 - Power Play Rental - Large Room 3-6PM	Winter 2022-2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14387 - Friday, 03/24 Power Play Party Rental - Large Room	Winter 2022-2023		0	1	1	0	\$195.00	-\$41.51	\$0.00	\$0.00	\$153.49
14415 - Saturday 03/25 - Power Play Rental - Large Room 3-6PM	Spring 2023		0	1	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14418 - Saturday 03/25 Power Play Rental Large Room 7:30-10:30P	Winter 2022-2023		1	0	1	0	\$160.50	\$0.00	\$0.00	\$0.00	\$160.50
14518 - Saturday 04/01 Power Play Rental Large Room 7:30-10:30P	Spring 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14521 - Saturday 04/08 - Power Play Rental - Large Room 3-6PM	Spring 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14505 - Friday, 04/14 Power Play Party Rental - Large Room	Spring 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14509 - Friday, 04/21 Power Play Party Rental - Large Room	Spring 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14533 - Saturday 04/22 - Power Play Rental - Large Room 3-6PM	Spring 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14512 - Friday, 04/28 Power Play Party Rental - Large Room	Spring 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00

Activities Revenue Report

Activity: 14171 Saturday, 01/14 - Power Play Rental - Large Room 3-6PM, 17380 Saturday 11/11 - Power Play Rental - Large Room 3-6PM, 15653 Saturday 10/21 Power Play Rental Large Room 3-6PM, 15951 Saturday 09/23 Power Play Rental Large Room 7:30-10:30P, 15942 Saturday 09/02 Power Play Rental Large Room 7:30-10:30P, 15694 Saturday 08/26 Power Play Rental Large Room 7:30-10:30P, 15679 Saturday 08/19 Power Play Rental Large Room 7:30-10:30P, 15556 Saturday 07/29 Power Play Rental Large Room 7:30-10:30P, 15509 Saturday 07/08 Power Play Rental Large Room 7:30-10:30P, 15513 Saturday 07/08 - Power Play Rental - Large Room 3-6PM, 15277 Saturday 06/10 Power Play Rental Large Room 7:30-10:30P, 15276 Saturday 06/10 - Power Play Rental - Large Room 3-6PM, 15231 Saturday 06/03 - Power Play Rental - Large Room 3-6PM, 15152 Saturday 05/20 - Power Play Rental - Large Room 3-6PM, 14539 Saturday 04/29 - Power Play Rental - Large Room 3-6PM, 14533 Saturday 04/22 - Power Play Rental - Large Room 3-6PM, 14521 Saturday 04/08 - Power Play Rental - Large Room 3-6PM, 14518 Saturday 04/01 Power Play Rental Large Room 7:30-10:30P, 14418 Saturday 03/25 Power Play Rental Large Room 7:30-10:30P, 14415 Saturday 03/25 - Power Play Rental - Large Room 3-6PM...(first 20 selections shown)
Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				
			Res	NonRes	Total	Total	Sales	Refunds	Xfers In	Xfers Out	Income
14539 - Saturday 04/29 - Power Play Rental - Large Room 3-6PM	Spring 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15010 - Friday, 05/19 Power Play Party Rental - Large Room	Spring 2023		1	0	1	0	\$351.00	-\$195.00	\$0.00	\$0.00	\$156.00
15152 - Saturday 05/20 - Power Play Rental - Large Room 3-6PM	Spring 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15257 - Friday, 06/02 Power Play Party Rental - Large Room	Summer 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15231 - Saturday 06/03 - Power Play Rental - Large Room 3-6PM	Summer 2023		1	0	1	0	\$195.00	-\$39.00	\$0.00	\$0.00	\$156.00
15260 - Friday, 06/09 Power Play Party Rental - Large Room	Summer 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
15276 - Saturday 06/10 - Power Play Rental - Large Room 3-6PM	Summer 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
15277 - Saturday 06/10 Power Play Rental Large Room 7:30-10:30P	Summer 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
15266 - Friday, 06/23 Power Play Party Rental - Large Room	Summer 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15270 - Friday, 06/30 Power Play Party Rental - Large Room	Summer 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15500 - Friday, 07/07 Power Play Party Rental - Large Room	Summer 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00

Activities Revenue Report

Activity: 14171 Saturday, 01/14 - Power Play Rental - Large Room 3-6PM, 17380 Saturday 11/11 - Power Play Rental - Large Room 3-6PM, 15653 Saturday 10/21 Power Play Rental Large Room 3-6PM, 15951 Saturday 09/23 Power Play Rental Large Room 7:30-10:30P, 15942 Saturday 09/02 Power Play Rental Large Room 7:30-10:30P, 15694 Saturday 08/26 Power Play Rental Large Room 7:30-10:30P, 15679 Saturday 08/19 Power Play Rental Large Room 7:30-10:30P, 15556 Saturday 07/29 Power Play Rental Large Room 7:30-10:30P, 15509 Saturday 07/08 Power Play Rental Large Room 7:30-10:30P, 15513 Saturday 07/08 - Power Play Rental - Large Room 3-6PM, 15277 Saturday 06/10 Power Play Rental Large Room 7:30-10:30P, 15276 Saturday 06/10 - Power Play Rental - Large Room 3-6PM, 15231 Saturday 06/03 - Power Play Rental - Large Room 3-6PM, 15152 Saturday 05/20 - Power Play Rental - Large Room 3-6PM, 14539 Saturday 04/29 - Power Play Rental - Large Room 3-6PM, 14533 Saturday 04/22 - Power Play Rental - Large Room 3-6PM, 14521 Saturday 04/08 - Power Play Rental - Large Room 3-6PM, 14518 Saturday 04/01 Power Play Rental Large Room 7:30-10:30P, 14418 Saturday 03/25 Power Play Rental Large Room 7:30-10:30P, 14415 Saturday 03/25 - Power Play Rental - Large Room 3-6PM...(first 20 selections shown)
Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				
			Res	NonRes	Total	Total	Sales	Refunds	Xfers In	Xfers Out	Income
15513 - Saturday 07/08 - Power Play Rental - Large Room 3-6PM	Summer 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
15509 - Saturday 07/08 Power Play Rental Large Room 7:30-10:30P	Summer 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15556 - Saturday 07/29 Power Play Rental Large Room 7:30-10:30P	Summer 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15662 - Friday, 08/11 Power Play Party Rental - Large Room	Summer 2023		0	1	1	0	\$0.00	\$0.00	\$156.00	\$0.00	\$156.00
15679 - Saturday 08/19 Power Play Rental Large Room 7:30-10:30P	Summer 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
15694 - Saturday 08/26 Power Play Rental Large Room 7:30-10:30P	Summer 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15942 - Saturday 09/02 Power Play Rental Large Room 7:30-10:30P	Fall 2023		1	0	1	0	\$0.00	\$0.00	\$156.00	\$0.00	\$156.00
15933 - Friday, 09/15 Power Play Party Rental - Large Room	Fall 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
15914 - Friday, 09/22 Power Play Party Rental - Large Room	Fall 2023		1	0	1	0	\$39.00	\$0.00	\$0.00	\$0.00	\$39.00
15951 - Saturday 09/23 Power Play Rental Large Room 7:30-10:30P	Fall 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
15977 - Friday, 10/20 Power Play Party Rental - Large Room	Fall 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00

Activities Revenue Report

Mar 7, 2024
3:28 PM

Activity: 14171 Saturday, 01/14 - Power Play Rental - Large Room 3-6PM, 17380 Saturday 11/11 - Power Play Rental - Large Room 3-6PM, 15653 Saturday 10/21 Power Play Rental Large Room 3-6PM, 15951 Saturday 09/23 Power Play Rental Large Room 7:30-10:30P, 15942 Saturday 09/02 Power Play Rental Large Room 7:30-10:30P, 15694 Saturday 08/26 Power Play Rental Large Room 7:30-10:30P, 15679 Saturday 08/19 Power Play Rental Large Room 7:30-10:30P, 15556 Saturday 07/29 Power Play Rental Large Room 7:30-10:30P, 15509 Saturday 07/08 Power Play Rental Large Room 7:30-10:30P, 15513 Saturday 07/08 - Power Play Rental - Large Room 3-6PM, 15277 Saturday 06/10 Power Play Rental Large Room 7:30-10:30P, 15276 Saturday 06/10 - Power Play Rental - Large Room 3-6PM, 15231 Saturday 06/03 - Power Play Rental - Large Room 3-6PM, 15152 Saturday 05/20 - Power Play Rental - Large Room 3-6PM, 14539 Saturday 04/29 - Power Play Rental - Large Room 3-6PM, 14533 Saturday 04/22 - Power Play Rental - Large Room 3-6PM, 14521 Saturday 04/08 - Power Play Rental - Large Room 3-6PM, 14518 Saturday 04/01 Power Play Rental Large Room 7:30-10:30P, 14418 Saturday 03/25 Power Play Rental Large Room 7:30-10:30P, 14415 Saturday 03/25 - Power Play Rental - Large Room 3-6PM...(first 20 selections shown)
Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				
			Res	NonRes	Total	Total	Sales	Refunds	Xfers In	Xfers Out	Income
15653 - Saturday 10/21 Power Play Rental Large Room 3-6PM	Fall 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
17380 - Saturday 11/11 - Power Play Rental - Large Room 3-6PM	Fall 2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
17356 - Friday, 11/24 Power Play Party Rental - Large Room	Fall 2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
17476 - Fri 12/01 - Power Play Party Rental - Large Room 6PM	Winter 2023-2024		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
17481 - Sat 12/02 - Power Play Party Rental - Large Room 3PM	Winter 2023-2024		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
17478 - Fri 12/15 - Power Play Party Rental - Large Room 6PM	Winter 2023-2024		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
17483 - Sat 12/16 - Power Play Party Rental - Large Room 3PM	Winter 2023-2024		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
17480 - Fri 12/29 - Power Play Party Rental - Large Room 6PM	Winter 2023-2024		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
Grand Totals:			23	29	52	0	\$8,740.50	-\$317.02	\$663.00	-\$156.00	\$8,930.48

Activities Revenue Report

Activity: 17511 Saturday, 10/21 Power Play Party Rental - Small Room, 17118 Saturday 10/07 Power Play Rental Small Room 3:00-6:00P, 15952 Saturday 09/23 Power Play Rental Small Room 7:30-10:30P, 15527 Saturday 07/15 Power Play Rental Small Room 3-6PM, 15242 Saturday 05/27 Power Play Rental Small Room 3-6PM, 15150 Saturday 05/20 Power Play Rental Small Room 3-6PM, 15017 Saturday 05/06 Power Play Rental Small Room 3-6PM, 14514 Saturday 04/01 Power Play Rental Small Room 3-6PM, 14404 Saturday 03/11 Power Play Rental Small Room 7:30-10:30P, 14339 Saturday 02/04 Power Play Rental Small Room 7:30-10:30P, 14265 Saturday 01/21 Power Play Rental Small Room 3-6PM, 14262 Saturday 01/14 Power Play Rental Small Room 7:30-10:30P, 14259 Saturday 01/14 Power Play Rental Small Room 3-6PM, 17486 Sat 12/02 - Power Play Party Rental - Small Room 3PM, 17347 Friday, 11/17 Power Play Party Rental - Small Room, 15499 Friday, 07/07 Power Play Party Rental - Small Room, 15258 Friday, 06/09 Power Play Party Rental - Small Room, 15012 Friday, 05/26 Power Play Party Rental - Small Room, 14504 Friday, 04/14 Power Play Party Rental - Small Room, 14386 Friday, 03/24 Power Play Party Rental - Small Room...(first 20 selections shown)

Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				Income
			Res	NonRes	Total	Total	Sales -	Refunds +	Xfers In -	Xfers Out =	
14169 - Friday, 01/13 Power Play Party Rental - Small Room	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14259 - Saturday 01/14 Power Play Rental Small Room 3-6PM	Winter 2022-2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
14262 - Saturday 01/14 Power Play Rental Small Room 7:30-10:30P	Winter 2022-2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
14234 - Friday, 01/20 Power Play Party Rental - Small Room	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14265 - Saturday 01/21 Power Play Rental Small Room 3-6PM	Winter 2022-2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
14237 - Friday, 01/27 Power Play Party Rental - Small Room	Winter 2022-2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14323 - Friday, 02/03 Power Play Party Rental - Small Room	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14339 - Saturday 02/04 Power Play Rental Small Room 7:30-10:30P	Winter 2022-2023		1	0	1	0	\$138.00	\$0.00	\$0.00	\$0.00	\$138.00
14326 - Friday, 02/10 Power Play Party Rental - Small Room	Winter 2022-2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14329 - Friday, 02/17 Power Play Party Rental - Small Room	Winter 2022-2023		0	1	1	0	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
14380 - Friday, 03/10 Power Play Party Rental - Small Room	Winter 2022-2023		1	0	1	0	\$133.50	\$0.00	\$0.00	\$0.00	\$133.50

Activities Revenue Report

Activity: 17511 Saturday, 10/21 Power Play Party Rental - Small Room, 17118 Saturday 10/07 Power Play Rental Small Room 3:00-6:00P, 15952 Saturday 09/23 Power Play Rental Small Room 7:30-10:30P, 15527 Saturday 07/15 Power Play Rental Small Room 3-6PM, 15242 Saturday 05/27 Power Play Rental Small Room 3-6PM, 15150 Saturday 05/20 Power Play Rental Small Room 3-6PM, 15017 Saturday 05/06 Power Play Rental Small Room 3-6PM, 14514 Saturday 04/01 Power Play Rental Small Room 3-6PM, 14404 Saturday 03/11 Power Play Rental Small Room 7:30-10:30P, 14339 Saturday 02/04 Power Play Rental Small Room 7:30-10:30P, 14265 Saturday 01/21 Power Play Rental Small Room 3-6PM, 14262 Saturday 01/14 Power Play Rental Small Room 7:30-10:30P, 14259 Saturday 01/14 Power Play Rental Small Room 3-6PM, 17486 Sat 12/02 - Power Play Party Rental - Small Room 3PM, 17347 Friday, 11/17 Power Play Party Rental - Small Room, 15499 Friday, 07/07 Power Play Party Rental - Small Room, 15258 Friday, 06/09 Power Play Party Rental - Small Room, 15012 Friday, 05/26 Power Play Party Rental - Small Room, 14504 Friday, 04/14 Power Play Party Rental - Small Room, 14386 Friday, 03/24 Power Play Party Rental - Small Room...(first 20 selections shown)

Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				Income
			Res	NonRes	Total	Total	Sales -	Refunds +	Xfers In -	Xfers Out =	
14404 - Saturday 03/11 Power Play Rental Small Room 7:30-10:30P	Winter 2022-2023		1	0	1	0	\$138.00	\$0.00	\$0.00	\$0.00	\$138.00
14383 - Friday, 03/17 Power Play Party Rental - Small Room	Winter 2022-2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
14386 - Friday, 03/24 Power Play Party Rental - Small Room	Winter 2022-2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
14514 - Saturday 04/01 Power Play Rental Small Room 3-6PM	Spring 2023		0	1	1	0	\$172.50	-\$34.59	\$0.00	\$0.00	\$137.91
14504 - Friday, 04/14 Power Play Party Rental - Small Room	Spring 2023		1	0	1	0	\$133.50	\$0.00	\$0.00	\$0.00	\$133.50
15017 - Saturday 05/06 Power Play Rental Small Room 3-6PM	Spring 2023		1	0	1	0	\$138.00	\$0.00	\$0.00	\$0.00	\$138.00
15150 - Saturday 05/20 Power Play Rental Small Room 3-6PM	Spring 2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
15012 - Friday, 05/26 Power Play Party Rental - Small Room	Spring 2023		1	0	1	0	\$138.00	\$0.00	\$0.00	\$0.00	\$138.00
15242 - Saturday 05/27 Power Play Rental Small Room 3-6PM	Spring 2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
15258 - Friday, 06/09 Power Play Party Rental - Small Room	Summer 2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
15499 - Friday, 07/07 Power Play Party Rental - Small Room	Summer 2023		1	0	1	0	\$138.00	\$0.00	\$0.00	\$0.00	\$138.00

Activities Revenue Report

Mar 7, 2024
3:37 PM

Activity: 17511 Saturday, 10/21 Power Play Party Rental - Small Room, 17118 Saturday 10/07 Power Play Rental Small Room 3:00-6:00P, 15952 Saturday 09/23 Power Play Rental Small Room 7:30-10:30P, 15527 Saturday 07/15 Power Play Rental Small Room 3-6PM, 15242 Saturday 05/27 Power Play Rental Small Room 3-6PM, 15150 Saturday 05/20 Power Play Rental Small Room 3-6PM, 15017 Saturday 05/06 Power Play Rental Small Room 3-6PM, 14514 Saturday 04/01 Power Play Rental Small Room 3-6PM, 14404 Saturday 03/11 Power Play Rental Small Room 7:30-10:30P, 14339 Saturday 02/04 Power Play Rental Small Room 7:30-10:30P, 14265 Saturday 01/21 Power Play Rental Small Room 3-6PM, 14262 Saturday 01/14 Power Play Rental Small Room 7:30-10:30P, 14259 Saturday 01/14 Power Play Rental Small Room 3-6PM, 17486 Sat 12/02 - Power Play Party Rental - Small Room 3PM, 17347 Friday, 11/17 Power Play Party Rental - Small Room, 15499 Friday, 07/07 Power Play Party Rental - Small Room, 15258 Friday, 06/09 Power Play Party Rental - Small Room, 15012 Friday, 05/26 Power Play Party Rental - Small Room, 14504 Friday, 04/14 Power Play Party Rental - Small Room, 14386 Friday, 03/24 Power Play Party Rental - Small Room...(first 20 selections shown)

Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				Income
			Res	NonRes	Total	Total	Sales -	Refunds +	Xfers In -	Xfers Out =	
15527 - Saturday 07/15 Power Play Rental Small Room 3-6PM	Summer 2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
15952 - Saturday 09/23 Power Play Rental Small Room 7:30-10:30P	Fall 2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
17118 - Saturday 10/07 Power Play Rental Small Room 3:00-6:00P	Fall 2023		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
17511 - Saturday, 10/21 Power Play Party Rental - Small Room	Fall 2023		1	0	1	0	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00
17347 - Friday, 11/17 Power Play Party Rental - Small Room	Fall 2023		1	0	1	0	\$138.00	\$0.00	\$0.00	\$0.00	\$138.00
17486 - Sat 12/02 - Power Play Party Rental - Small Room 3PM	Winter 2023-2024		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
17473 - Fri 12/15 - Power Play Party Rental - Small Room 6PM	Winter 2023-2024		0	1	1	0	\$172.50	\$0.00	\$0.00	\$0.00	\$172.50
Grand Totals:			12	17	29	0	\$4,703.00	-\$34.59	\$0.00	\$0.00	\$4,668.41

Activities Revenue Report

Activity: 14168 Friday, 01/13 Power Play Party Rental - General Area, 14233 Friday, 01/20 Power Play Party Rental - General Area, 14393 Friday, 03/31 Power Play Party Rental - General Area, 14513 Friday, 04/28 Power Play Party Rental - General Area, 17491 Sat 12/02 - Power Play Party Rental - General Area 3PM, 17393 Saturday, 11/25 - Power Play Party Rental - Gen Area 3-6PM, 15956 Saturday, 09/30 Power Play Party Rental Gen Area 7:30-10:30, 15953 Saturday, 09/23 Power Play Party Rental Gen Area 7:30-10:30, 15147 Saturday, 05/13 - Power Play Party Rental - Gen Area 3-6PM, 15021 Saturday, 05/06 - Power Play Party Rental - Gen Area 3-6PM, 14419 Saturday, 03/25 Power Play Party Rental Gen Area 7:30-10:30, 14403 Saturday, 03/11 - Power Play Party Rental - Gen Area 3-6PM, 14343 Saturday, 02/11 - Power Play Party Rental - Gen Area 3-6PM, 14269 Saturday, 01/21 - Power Play Party Rental - Gen Area 3-6PM, 14508 Saturday, 01/14 Power Play Party Rental Gen Area 2 3:00-6:00, 14261 Saturday, 01/14 - Power Play Party Rental - Gen Area 3-6PM, 14256 Saturday, 01/07 - Power Play Party Rental - Gen Area 3-6PM, 17298 Saturday 10/14 - Power Play Party Rental - Gen Area 3-6PM, 17322 Friday, 11/03 Power Play Party Rental - General Area, 15936 Friday, 09/22 Power Play Party Rental - General Area...(first 20 selections shown)
Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				Income
			Res	NonRes	Total	Total	Sales	Refunds	Xfers In	Xfers Out	
14256 - Saturday, 01/07 - Power Play Party Rental - Gen Area 3-6PM	Winter 2022-2023		0	1	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
14168 - Friday, 01/13 Power Play Party Rental - General Area	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14261 - Saturday, 01/14 - Power Play Party Rental - Gen Area 3-6PM	Winter 2022-2023		0	1	1	0	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00
14508 - Saturday, 01/14 Power Play Party Rental Gen Area 2 3:00-6:00	Winter 2022-2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
14233 - Friday, 01/20 Power Play Party Rental - General Area	Winter 2022-2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
14269 - Saturday, 01/21 - Power Play Party Rental - Gen Area 3-6PM	Winter 2022-2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
14325 - Friday, 02/03 Power Play Party Rental - General Area	Winter 2022-2023		1	0	1	0	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
14343 - Saturday, 02/11 - Power Play Party Rental - Gen Area 3-6PM	Winter 2022-2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
14379 - Friday, 03/03 Power Play Party Rental - General Area	Winter 2022-2023		0	1	1	0	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
14403 - Saturday, 03/11 - Power Play Party Rental - Gen Area 3-6PM	Winter 2022-2023		0	1	1	0	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00
14419 - Saturday, 03/25 Power Play Party Rental Gen Area 7:30-10:30	Winter 2022-2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00

Activities Revenue Report

Activity: 14168 Friday, 01/13 Power Play Party Rental - General Area, 14233 Friday, 01/20 Power Play Party Rental - General Area, 14393 Friday, 03/31 Power Play Party Rental - General Area, 14513 Friday, 04/28 Power Play Party Rental - General Area, 17491 Sat 12/02 - Power Play Party Rental - General Area 3PM, 17393 Saturday, 11/25 - Power Play Party Rental - Gen Area 3-6PM, 15956 Saturday, 09/30 Power Play Party Rental Gen Area 7:30-10:30, 15953 Saturday, 09/23 Power Play Party Rental Gen Area 7:30-10:30, 15147 Saturday, 05/13 - Power Play Party Rental - Gen Area 3-6PM, 15021 Saturday, 05/06 - Power Play Party Rental - Gen Area 3-6PM, 14419 Saturday, 03/25 Power Play Party Rental Gen Area 7:30-10:30, 14403 Saturday, 03/11 - Power Play Party Rental - Gen Area 3-6PM, 14343 Saturday, 02/11 - Power Play Party Rental - Gen Area 3-6PM, 14269 Saturday, 01/21 - Power Play Party Rental - Gen Area 3-6PM, 14508 Saturday, 01/14 Power Play Party Rental Gen Area 2 3:00-6:00, 14261 Saturday, 01/14 - Power Play Party Rental - Gen Area 3-6PM, 14256 Saturday, 01/07 - Power Play Party Rental - Gen Area 3-6PM, 17298 Saturday 10/14 - Power Play Party Rental - Gen Area 3-6PM, 17322 Friday, 11/03 Power Play Party Rental - General Area, 15936 Friday, 09/22 Power Play Party Rental - General Area...(first 20 selections shown)
Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				
			Res	NonRes	Total	Total	Sales	Refunds	Xfers In	Xfers Out	Income
14393 - Friday, 03/31 Power Play Party Rental - General Area	Winter 2022-2023		1	0	1	0	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
14513 - Friday, 04/28 Power Play Party Rental - General Area	Spring 2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
15021 - Saturday, 05/06 - Power Play Party Rental - Gen Area 3-6PM	Spring 2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
15147 - Saturday, 05/13 - Power Play Party Rental - Gen Area 3-6PM	Spring 2023		0	1	1	0	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
15269 - Friday, 06/30 Power Play Party Rental - General Area	Summer 2023		0	1	1	0	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
15647 - Friday, 08/04 Power Play Party Rental - General Area	Summer 2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
15936 - Friday, 09/22 Power Play Party Rental - General Area	Fall 2023		0	1	1	0	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
15953 - Saturday, 09/23 Power Play Party Rental Gen Area 7:30-10:30	Fall 2023		0	1	1	0	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
15956 - Saturday, 09/30 Power Play Party Rental Gen Area 7:30-10:30	Fall 2023		0	1	1	0	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
17298 - Saturday 10/14 - Power Play Party Rental - Gen Area 3-6PM	Fall 2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
17322 - Friday, 11/03 Power Play Party Rental - General Area	Fall 2023		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00

Activities Revenue Report

Mar 7, 2024
3:43 PM

Activity: 14168 Friday, 01/13 Power Play Party Rental - General Area, 14233 Friday, 01/20 Power Play Party Rental - General Area, 14393 Friday, 03/31 Power Play Party Rental - General Area, 14513 Friday, 04/28 Power Play Party Rental - General Area, 17491 Sat 12/02 - Power Play Party Rental - General Area 3PM, 17393 Saturday, 11/25 - Power Play Party Rental - Gen Area 3-6PM, 15956 Saturday, 09/30 Power Play Party Rental Gen Area 7:30-10:30, 15953 Saturday, 09/23 Power Play Party Rental Gen Area 7:30-10:30, 15147 Saturday, 05/13 - Power Play Party Rental - Gen Area 3-6PM, 15021 Saturday, 05/06 - Power Play Party Rental - Gen Area 3-6PM, 14419 Saturday, 03/25 Power Play Party Rental Gen Area 7:30-10:30, 14403 Saturday, 03/11 - Power Play Party Rental - Gen Area 3-6PM, 14343 Saturday, 02/11 - Power Play Party Rental - Gen Area 3-6PM, 14269 Saturday, 01/21 - Power Play Party Rental - Gen Area 3-6PM, 14508 Saturday, 01/14 Power Play Party Rental Gen Area 2 3:00-6:00, 14261 Saturday, 01/14 - Power Play Party Rental - Gen Area 3-6PM, 14256 Saturday, 01/07 - Power Play Party Rental - Gen Area 3-6PM, 17298 Saturday 10/14 - Power Play Party Rental - Gen Area 3-6PM, 17322 Friday, 11/03 Power Play Party Rental - General Area, 15936 Friday, 09/22 Power Play Party Rental - General Area...(first 20 selections shown)
Activity Status: Open

Activity Number - Name	Season	Term	Enrollments			Drop-In	Revenue				Income
			Res	NonRes	Total	Total	Sales -	Refunds +	Xfers In -	Xfers Out =	
17393 - Saturday, 11/25 - Power Play Party Rental - Gen Area 3-6PM	Fall 2023		0	1	1	0	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
17491 - Sat 12/02 - Power Play Party Rental - General Area 3PM	Winter 2023-2024		1	0	1	0	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
Grand Totals:			14	10	24	0	\$2,832.00	\$0.00	\$300.00	\$0.00	\$3,132.00

Below is a breakdown of rental fees for a regular/non-profit rental for the Percy Bakker Community Center - South Room:

Staff scheduled for routine maintenance set up the room for rentals. It typically takes about an hour for set up. The day of the event, staff is scheduled 15 minutes prior to the rental time and 45 minutes after the rental time for cleanup.

Rental Fees

6 Hour minimum - requires a \$500.00 Deposit
Discount/Resident - \$360.00 (revenue)

Staffing hours

Total staffing hours for one rental - 7.75 hours
7.75 x \$18.31 (fully loaded cost) = \$141.90 (cost)

Total burden cost - +\$218.10

Per the Regular Facility User Agreement with District, H.A.R.D., and Greater High Desert Chamber of Commerce, California Division Inc., the requested dates and times are as follows:

Time: 6:00 a.m. to 9:00 a.m.
January 19th and 26th
February 2nd and 23rd
March 1st, 15th, 22nd, and 29th
April 19th and 26th
Three (3) additional dates for Leadership training to be determined and mutually agreed upon
Chamber has requested additional dates below:
May 10th, 17th, and 31st

Staff are not scheduled to work these events as the Chamber has a key to the facility and personalized alarm code. Staff does set up during their regular scheduled shift on Thursday. It typically takes about 30 minutes for staff to setup as the room already has the tables and chairs out from other groups.

Below is the breakdown if we apply the standard discount/resident fees to all of Chambers dates:

16 dates x \$360.00 (6 hours) = \$5,760.00 (revenue)
7.75 staff hours x 16 dates x \$18.31 an hour = \$2,270.44 (cost)

Total burden cost: +\$3,489.56

Continued on the next page is the breakdown of the sponsorship level the DISTRICT will receive.

The District will be included/receive the following:

- a. Company logo in the Coffee Break PowerPoint.
- b. Public recognition at the Coffee Break.
- c. Social Media tags when event photos are published.
- d. Recognition in reminder blast emails.
- e. DISTRICT will be recognized as a \$1,000 Business Sponsor at the next State of the City – Hesperia, that includes a table of eight (8). (2023 value of table was \$240.00)
- f. DISTRICT will be recognized as a \$1,000 Flame Sponsor at the annual Ignite High Desert Event scheduled for April 11, 2024, in Hesperia.

HESPERIA RECREATION AND PARK DISTRICT

P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 REGULAR FACILITY USER AGREEMENT

Name of Organization: Greater High Desert Chamber of Commerce, California Division Inc.

Organization Representative: Mark Creffield

Mailing Address: 15428 Civic Drive #310, Victorville, CA 92392

Phone: (Office) (760) 244-6506

Phone: (Mark Creffield's Cell) (707) 365-2990

E-Mail: Mark@ghdcc.com

THIS CONTRACT is entered into the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called "H.A.R.D."), under contract to the DISTRICT, and Greater High Desert Chamber of Commerce (hereinafter called "USER").

WHEREAS, pursuant to Public Resources Code Section 5780 (b), a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. USER desires to conduct the events and H.A.R.D. desires to cosponsor the following named events; and
- B. USER has signified a willingness to host and undertake the required work in hosting the following events in connection therewith. The following provision shall govern the execution of this Agreement:
 1. Facilities to be used:
 - a. The Percy Bakker Center, South Room, 9333 'E' Avenue, Hesperia.

Setup:	6:00 a.m. to 7:00 a.m.
Event begins:	7:00 a.m.
Event concludes:	9:00 a.m.
 - b. Dates of use will be:

January 19th and 26th
February 2nd and 23rd
March 1st, 15th, 22nd and 29th
April 19th and 26th
May 10th, 17th, and 31st

- c. H.A.R.D. will allow use of the Percy Bakker Center, South Room, on three (3) weekday uses for special activities/events. Facility use is subject to availability.

C. USER's Responsibilities: USER shall:

1. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If the facility is not safe, USER will not proceed with usage.
2. Label equipment brought into the facility and provide DISTRICT a copy of such inventory. DISTRICT is not responsible for lost, stolen or damaged items.
3. Be responsible for the setup and cleanup of the activities/events.
4. Submit state and federal nonprofit numbers and copies of the state and federal issued nonprofit status letters within forty-five (45) days of agreement execution.
5. Be solely responsible for properly reporting all monies earned as a result of activities/events to the state and federal governments. USER shall provide H.A.R.D. a copy of the post-activity/event financial reports. H.A.R.D. shall have responsibility for reports of income for tax purposes only as required by law.
6. Not make any alterations, additions, or changes to the areas or equipment used without written permission of the DISTRICT. If approved, the USER is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
7. Enforce DISTRICT's no smoking policy at all times.
8. Be responsible for ensuring all sponsors and vendors comply with all federal, state, and local regulations. H.A.R.D. reserves the right to review and approve sponsors and vendors.
9. Assumes all responsibility of booths, personnel, and patrons associated with these activities/events.
10. Agrees to maintain the DISTRICT's Chamber membership at a "Chairman Circle - Gold Member." Provided that the in-person Coffee Break is held at the Percy

Bakker Center, DISTRICT will be recognized as one of the weekly sponsors. The following benefits are included with the sponsorship:

- a. Company logo in the Coffee Break PowerPoint.
 - b. Public recognition at the Coffee Break.
 - c. Social Media tags when event photos are published.
 - d. Recognition in reminder blast emails.
 - e. DISTRICT will be recognized as a \$1,000 Business Sponsor at the next State of the City – Hesperia, that includes a table of eight (8).
 - f. DISTRICT will be recognized as a \$1,000 Flame Sponsor at the annual Ignite High Desert Event scheduled for April 11, 2024 in Hesperia.
11. Provide all required publicity for the events.
 12. H.A.R.D. and USER shall establish appropriate Rules and Regulations for conducting the activities/events and use of the facility. USER agrees to adhere to DISTRICT policies, procedures, and facility rules along with all federal, state, and local rules, regulations, policies, and procedures.
 13. Agrees to provide an appropriate level of staffing to work the activities/events as outlined in Section 1 of this agreement.
 14. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
 15. Assign Mark Creffield, 707-365-2990, mark@ghdcc.com, to act as the USER representative in all details related to this Agreement unless the USER representative otherwise designates in writing another representative.
 16. Comply with any and all applicable federal, state, county, local, and DISTRICT laws, regulations, and guidelines. Submit copies of any inspections and/or reports that concern the facility in any manner.
 17. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from the DISTRICT.
 18. Notify H.A.R.D., in writing, of all incidents, accidents, or cancellations related to the activities/events within forty-eight (48) hours of the event.
 19. USER shall not be responsible for lost, stolen, or damaged supplies or equipment unless such loss is the fault of the USER through negligence or improper use, in which case the cost of repair shall be the responsibility of the USER.
 20. Include H.A.R.D. as a part of the activities/events. USER further agrees to allow H.A.R.D. officials access to the sound system as needed.

D. DISTRICT Responsibilities: DISTRICT shall:

1. Give the USER notice of any facility changes, projects, or cancellations affecting the USER's program.
2. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 Ext. 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
3. Make required repairs in a timely manner after notification of the need to repair.
4. Allow use of DISTRICT facility, tables, chairs, podium, P.A. system and limited storage for event supplies during in-person Coffee Break. For special activities/events H.A.R.D. will allow USER use of the steam tables, walk-in refrigerator, tables, chairs, and podium. H.A.R.D. will retain all profits from bar services.
5. DISTRICT shall set up the South Room according to USER's layout provided.

E. Indemnification and Insurance:

1. Notwithstanding the limits of any insurance or any other provisions of the Agreement, USER shall indemnify, defend, and hold harmless H.A.R.D. and DISTRICT, including their officers, employees, volunteers, and agents from any and all liability arising out of or connected in any way with USER's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and knowing those risks, USER assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on heirs and assigns. USER shall indemnify and hold the above entities free and harmless from any loss, liability, damage, cost, or expense in which they may incur as the result of death or any injury or property damage that USER may sustain while participating in said activity. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
2. USER hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the Hesperia Recreation and Park District, the Hesperia Area Recreation District Foundation, and their respective officers, employees, authorized volunteers, and

agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and USER, knowing those risks, hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on USER successors and assigns.

- a. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the facility and adjoining property to DISTRICT in writing as soon as practical.
 - b. USER waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.
3. USER waives any right of recovery against DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the facilities and adjoining property, even in the event of negligence by DISTRICT.
 4. USER shall procure and maintain general liability insurance or self-insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with USER use or occupancy of the facility and adjoining property in the amount of \$1,000,000.00 per occurrence and an aggregate of \$2,000,000.00. Such insurance shall name Hesperia Recreation and Park District and the Hesperia Area Recreation District Foundation, their officers, agents, employees, and authorized volunteers as additional insureds; a properly endorsed Certificate of Insurance showing such additional insured coverage must be submitted prior to any use by USER. The program will be suspended or access to the facility denied if at any time there is a lapse in insurance or proof thereof.

F. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.

5. No Joint Venture: The USER is and shall remain an independent contractor and shall not be deemed a joint venture with H.A.R.D. or DISTRICT, nor shall USER's officers, authorized volunteers, or employees be deemed to be employees of the H.A.R.D. or the DISTRICT as a result of this Agreement. The USER's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers' Compensation Insurance, or to those benefits reserved for employees of the H.A.R.D. or the DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 1, 2024, through April 26, 2024. Either party may cancel this Agreement by providing thirty (30) days written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

**Hesperia Area Recreation
District Foundation**

**Greater High Desert Chamber of
Commerce**

BY: _____
Kyle Woolley, General Manager

BY: _____
Mark Creffield, President/CEO

DATE: _____

DATE: _____

Hesperia Recreation & Park District

BY: _____
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials

Hesperia Recreation and Park District
P.O. BOX 401055
Hesperia, CA 92340-1055

Amendment to the Regular Facility User Agreement

As of April 10, 2024, the agreement entitled 2024 The Farm Stand – Oak Hills Inc. Farmers Market Co-Sponsorship Agreement between Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation and The Farm Stand, Oak Hills, Inc will be amended as follows:

1. **Page 1, Section 1. to include:** Use of Hesperia Civic Plaza Park, 15833 Smoke Tree Street, Hesperia, CA, for a Seasonal Food Truck Night Event on the 1st and 3rd Sunday, running April through September, 2024 (excludes the 1st Sunday in April) from 4:00 p.m. to 8:30 p.m. with setup starting no earlier than 2:30 p.m. and cleanup must be completed and all vendors out of the facility no later than 10:00 p.m.
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

APPROVED:

Hesperia Area Recreation
District Foundation

BY: _____
Calvin Louie, Acting Executive Director

DATE: _____

The Farm Stand, Oak Hills, Inc.

BY: _____
Alexandria Dinsdale, Owner

DATE: _____

Hesperia Recreation and Park District

BY: _____
Calvin Louie, Acting General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initials



REQUEST FOR PROPOSAL

Professional Auditing Services

Submit Proposals To: Hesperia Recreation & Park District
P.O. Box 401055
Hesperia, CA 92345

Direct Inquiries: Moises Artola
Finance Manager
(760) 244-5488
martola@hesperiaparks.com

Proposal Due: May 26, 2024

Form of Submittal: Printed Copy and Electronic Version

All bid proposals shall be sealed and marked on the outside as:

“AUDIT BID PROPOSAL”

REQUEST FOR PROPOSAL Professional Auditing Services

HESPERIA RECREATION & PARK DISTRICT

INTRODUCTION

The Hesperia Recreation and Park District (HRPD), an independent special district, was formed in 1957. The District provides parks and recreation facilities to the residents within its sphere of influence, including the City of Hesperia and portions of the unincorporated area of Oak Hills, Summit Valley and Phelan. The District encompasses approximately 100 square miles and maintains parks, facilities, landscape maintenance districts and streetlights. Community activities are also provided by the Hesperia Area Recreation District Foundation (HARD), such as aquatics, camps and classes, dance, music, health and fitness, and sports programs. Funding for the District comes from property taxes, grants, developer dedication or in-lieu fees, lighting and landscape assessment districts and community facility districts. Funding for the HARD Foundation comes from charges for services, donations, and co-sponsorships.

The District is governed by a five-member Board of Directors who are elected by the registered voters of the District’s boundaries to four-year staggered terms, with elections held in even-numbered years. The HRPD staff includes thirty-six full-time employees who comprise the following six departments: Administration, Facilities, Finance, Recreation, Parks and Special Services. All employees are overseen by a General Manager who is appointed by the Board of Directors. The District has an annual operating budget of approximately \$9.5MM.

The District’s Administrative Office is located at 16292 Lime Street, Hesperia, California. Our records are prepared and retained at this location. This includes but is not limited to the previous year’s audit report, management letters, financial statements, budgets, payroll records and invoices. More information about the District can be found on our website, www.hesperiaparks.com.

PURPOSE

The District is requesting proposals from qualified certified public accounting firms to audit financial statements for three (3) fiscal years ending June 30, 2024, through 2026, and there will be an option to extend the contract not to exceed a total of two additional fiscal years subject to the satisfactory negotiation of terms, including a price acceptable to the agency and selected firm.

Audits are to be performed in accordance with the California State Controller's minimum audit requirements for special districts, Generally Accepted Auditing Standards, and Government Auditing Standards.

NATURE OF SERVICES REQUIRED

The following specifications cover the key areas of interest to the District in regard to this RFP for audit services.

1. Perform audit in accordance with Generally Accepted Auditing Standards and express an opinion on the fair presentation of the District's financial statements in conformity with generally accepted accounting principles. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
2. Issue a separate "management letter" that includes recommendations for improvements on internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the General Manager.
3. Presentation to the Board of Directors. The Auditor will provide a presentation to the Finance Committee and a final presentation to the Board of Directors at the Regular Board Meeting at the conclusion of each audit.
4. Assist with the preparation of the Annual Financial Report. This includes assistance in preparing the basic financial statements, required supplementary information, and related notes of Hesperia Recreation & Park District and Hesperia Area Recreation District Foundation in conformity with U.S. generally accepted accounting principles based on information provided by staff. In response to this RFP, separately identify additional costs necessary to prepare an Annual Financial Report on the costs of audit services provided.
5. Provide assistance with the preparation of the Annual Financial Transactions Report required by the State Controller's Office.
6. If applicable, perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the District's financial statements in accordance with government Auditing Standards.
7. Provide general consultation on financial accounting and reporting matters as required during the year.

TIME REQUIREMENTS

Key Dates for Proposal Evaluation and Selection

Request for Proposals Issued	April 26, 2024
Due Date for Proposals	May 26, 2024
Firm Presentation/Interviews (if requested):	TBD Selected Firm
Notified	July 14, 2023
Final Report Submission	TBD

Date Audit May Commence

Each year the District will have all records ready for preliminary audit fieldwork and all management personnel available to meet with the firm's personnel at the end of July.

PROPOSAL REQUIREMENTS

Proposals submitted pursuant to this request must contain the following information:

1. Proposals shall include a signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the specified time period, a statement why the firm believes itself to be the best qualified to perform the engagement and statement that the proposal is a final and irrevocable offer for a period of sixty (60) calendar days from submission.
2. Proposals shall provide information on the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.
3. Proposals shall provide a list of similar engagements with other governmental entities performed in the last five years, as well as any other related experience. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date and engagement partners.
4. Proposals shall provide a minimum of five references that may be contacted regarding the firm's capabilities. References shall include the audited firm's name, contact individual name, current telephone number, and type and dates of services rendered.
5. Proposals shall identify the principal supervisory and management staff. Identification of staff capacity shall include the resumes of key personnel who will actually be assigned to the engagement.
6. Proposals shall provide a copy of the firm's most recent peer review or quality assurance review.
7. Proposals shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations, as well as any settled litigation within the past three (3) years.

8. Proposals shall include a specific timeframe to complete the various phases of the audit.
9. Proposals shall include a listing of services, data, schedules, and information to be furnished by the District.
10. Proposals include projected staff hours required to complete the audit, along with hourly billing rates of the various levels of staff who will be assigned to the audit.
11. Proposals shall include a total all-inclusive maximum fee to be charged for audit services for each of the three (3) fiscal years requested. The maximum fee shall include all direct and indirect costs, including such items as travel and out-of-pocket expenses. Separately identify Annual Financial Report preparation costs and State Controller Reports.

EVALUATION OF PROPOSALS

Proposals submitted which conform to the requirements of this Request for Proposals will be evaluated based upon the following criteria:

1. The firm's past experience and performance on comparable government engagements. 30%
2. The quality of the firm's professional personnel to be assigned to the engagement. 30%
3. Planning of the examination. 30%
4. Fee for the engagement. 10%

It is anticipated that a contract for service will be offered to the firm deemed most highly qualified by the District as a result of this process.

The Board of Directors will make the final decision. Prior to Board consideration, the District's Finance Committee will review the recommendation for the successful firm. Final selection will be based on the firm's qualifications, experience, audit approach, and bid. Proposing firms should note that the lowest bid will not be the sole deciding factor in the final selection.

SUBMISSION OF PROPOSALS

A copy of the proposal must be submitted no later than the deadline of May 26, 2024. If mailed, the proposals shall be sealed and submitted as follows:

Hesperia Recreation & Park District

Attn: Moises Artola

P.O. Box 401055

Hesperia, CA 92345

"Audit Bid Proposal"

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP.

CONTRACTURAL ARRANGEMENTS AND PAYMENT

A written agreement will be entered into by Hesperia Recreation & Park District with the selected audit firm to provide audit services. This can be done either by a contract or a letter of engagement.

Payment for the audit services will be made on the basis of hours of work completed during the course of the engagement. Payment will be made to the audit firm within Net 30 days of each invoice and the final payment upon acceptance of the final report.

OTHER INFORMATION

If it should become necessary for the District to request the auditor to render additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued with this engagement, such additional work shall be performed only if set forth in an addendum to the contract between the District and firm. Any such additional work agreed to between the District and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the bidding proposal.

RIGHT TO REJECT

This RFP does not commit the District to award an agreement or to contract for services. The District reserves the right to reject any and all proposals, to waive minor irregularities in any proposal, to negotiate with qualified sources, or cancel this request in total or in part. The District shall not be responsible for any proposer's costs incurred in preparation and submittal of their proposals nor in the selection process.

HESPERIA RECREATION AND PARK DISTRICT
P.O. Box 401055
Hesperia, CA 92340
(760) 244-5488

2024 YOUTH AND ADULT SPORTS PARTNER FACILITY USE AGREEMENT

THIS CONTRACT is entered into in the State of California by and between the Hesperia Recreation and Park District (hereinafter called the "DISTRICT") and the Hesperia Area Recreation District Foundation (hereinafter called the "H.A.R.D."), under contract to the DISTRICT, and Youth and Adult Sports Partner, Hesperia Wranglers (hereinafter called "YASP"), a 501 (c)(3) public nonprofit corporation, to govern the use of certain DISTRICT premises for YASP's programs.

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services.

Recitals

- A. YASP carries out a youth and adult sports program providing "recreational play" for Hesperia residents.
- B. YASP has inspected and approved the below facilities suitable for YASP's program's needs.
- C. DISTRICT and YASP wish to allow the use of such facilities for YASP's program for the 2024 year.

Now therefore, the parties agree as follows:

1. Facilities to be used:

Val Shearer Equestrian Center, 7500 Arrowhead Lake Road, Hesperia, California

- a. Four (4) dates to be determined for Horsemanship/Play Days.
- b. Ten (10) dates to be determined for Gymkhanas.
- c. Five (5) dates to be determined for Barrel Series.

Percy Bakker Community Center, North Room, 9333 "E" Avenue, Hesperia, California

- a. Two (2) dates Sunday through Thursday and One (1) Saturday, dates to be determined, up to six (6) hours for the event (includes setup and cleanup) per separate Facility Rental Application. All DISTRICT Facility Use Policies and Procedures must be followed. Deposit will be required.

- b. No alcohol allowed when the emphasis of the event is for minors under 21 years old.
- c. YASP must submit a completed Facility Rental Application for each date of use.

D. YASP's Responsibilities. YASP shall:

1. Understand the DISTRICT reserves the right to reallocate the field usage, based on participation levels and/or community need.
2. Conduct a safety inspection of any facility prior to each use. Use of a facility will indicate the facility was inspected and deemed safe to use by your organization. If facility is not safe, YASP will not proceed with usage.
3. Maintain arena each time used. Remove all trash to dumpsters. Damage to turf, irrigation, buildings, equipment, fences, corrals, or bleachers will result in YASP being held responsible for repair or replacement costs. If restrooms are needed other than what is provided by DISTRICT, YASP will be responsible for providing lockable porta-potties and weekly pumping service. A copy of the contract with a licensed operator will be required for each site, as applicable.
4. Agree the water truck is property of DISTRICT and DISTRICT reserves the right to cancel use at any time.
5. YASP and DISTRICT agree the Kubota Tractor, Model Number M5030, is property of YASP and all repairs and maintenance are the responsibility of YASP.
6. Submit year-end financial report (profit & loss and balance statement or tax returns) by January 30th of each year to DISTRICT.
7. Submit a copy of current bylaws and operating rules to DISTRICT upon execution of this agreement.
8. Submit a Vendor Application, Health Permit (if selling food), Sellers Permit, and Certificate of Liability Insurance plus Endorsement naming DISTRICT as additional insured along with City of Hesperia for outside vendors. All outside vendors are subject to approval by DISTRICT.
9. Not make any alterations, additions, or changes to the areas or equipment used without written permission of DISTRICT. If approved, YASP is responsible for those alterations, additions, changes, and/or extra utility or other charges to the DISTRICT.
10. Make no changes, additions, or deletions to any arena or facility without prior written approval from the DISTRICT.

11. Signs or advertising may not be posted more than one week in advance of use. Any signs or other forms of advertising must be removed within one week following use. Any signs or other forms of advertising must be no larger than 4' x 8' and no paneling of signs will be permitted. DISTRICT reserves the right to approve any signs.
12. Enforce DISTRICT's no smoking policy at all times.
13. Repair any damage as a result of YASP usage to the facility or equipment.
14. Comply with the Americans with Disabilities Act, not discriminate on the basis of disability, and provide all other required services.
15. Assign Tim Mustaikis, President, (760) 220-4960, mustaikis@msn.com, to act as the YASP representative in all details related to this Agreement unless the YASP representative otherwise designates in writing another representative.
16. Comply with any and all applicable federal, state, county, local, and DISTRICT laws, regulations, and guidelines. Submit copies of any inspections and/or reports that concern the facility in any manner.
17. Not sublet DISTRICT facilities. No usage other than that previously stated will be allowed without written permission from DISTRICT.
18. Prior to first usage, submit to DISTRICT finalized team rosters (including full names, telephone numbers, and addresses) and volunteer list.
19. Require that all employees or volunteers of any league or organization, who will have supervisory or disciplinary authority over minors while on DISTRICT property or property controlled by DISTRICT (i.e. inter-leagues play), comply with Public Resources Code 5164 and the Fingerprint Policy of DISTRICT Users. YASP will not allow any employee or volunteer of any league or organization to participate in such supervisory or disciplinary capacity until such time as he/she has been fingerprinted and received clearance through DISTRICT from the State of California Department of Justice. Any team or organization who inter-leagues with Hesperia Youth Sports Organizations or who utilizes DISTRICT facilities must schedule and pay for fingerprinting appointments, be printed, and have clearance prior to the season starting. YASP is responsible for associated costs of fingerprinting. Allowing non-approved individuals, teams, or organizations on DISTRICT facilities may result in suspension of YASP activities or voiding of the contract in total.
20. Submit an Indoor Facility Use Request Form in writing. All dates and times must be approved by DISTRICT and will amend this Agreement. No indoor facility use will be granted until written approval is issued by DISTRICT and is subject to all

DISTRICT policies, procedures, code of conduct, rules, and regulations, and agrees to abide by them. All indoor facility use will be held at Lime Street Community Center Mojave Rooms I and II, 16292 Lime Street. Indoor facility use is limited to monthly board meetings.

21. At the termination of this Agreement or any extension thereof, deliver the facilities, fixtures, and equipment in the condition found, reasonable wear and tear expected, and return all keys provided by DISTRICT. YASP will be responsible for the cost of key replacement and/or rekeying of a facility due to facility keys being lost or stolen.
22. Understand YASP is an independent organization and shall not be deemed nor represent themselves to be an officer or employee of the H.A.R.D. or DISTRICT. The organization shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D or DISTRICT. YASP shall be responsible for paying their own medical bills for any personal illness or injuries occurring during the term of this Agreement.

E. DISTRICT Responsibilities. DISTRICT shall:

1. Give YASP notice of any facility changes, projects, or cancellations affecting YASP's program.
2. Assign Sarah Hauser, Recreation Manager, (760) 244-5488 extension 125, shauser@hesperiaparks.com, to act as representative in all details related to this Agreement.
3. Assist YASP in facilitating fingerprinting as required by Section D.19. If a volunteer is not fingerprinted on dates scheduled by DISTRICT, it is their responsibility to make other arrangements and any required payment. The volunteer will need to contact DISTRICT for paperwork with DISTRICT'S Department of Justice code number to take with them to their alternate appointment.
4. Screen fingerprinting results only for those offenses identified in Public Resources Code Section 5164 and Penal Code Section 11105.3(g)(i). DISTRICT will e-mail clearances to YASP president/commissioner or assignee. No verification will be given to individuals.
5. In the event DISTRICT discovers that a non-fingerprinted person is participating, DISTRICT may instruct YASP that the person is not eligible for participation. YASP is then responsible for barring participation by its employee or volunteer. In the event YASP does not so comply, its use of DISTRICT facilities and their agreement may be terminated upon a 15 days written notice.

6. Make required repairs in a timely manner after notification of the need to repair.
7. Allow use of DISTRICT facilities and equipment during the mutually agreed upon dates and times.

F. Indemnification and Insurance:

1. The YASP shall indemnify, defend, and hold harmless Hesperia Recreation and Park District, Hesperia Area Recreation District Foundation, and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the YASP's use or occupancy of a facility or property controlled by the Hesperia Recreation and Park District and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.
 - a. General liability insurance: The YASP shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - i. Such insurance shall name Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The YASP shall file certificates of such insurance with the Hesperia Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Hesperia Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Hesperia Recreation and Park District may deny access to the facility.
 - b. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the YASP maintains higher limits than the

minimums shown above, the Hesperia Recreation and Park District and the City of Hesperia requires and shall be entitled to coverage for the higher limits maintained by the YASP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Hesperia Recreation and Park District and the City of Hesperia.

2. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Hesperia Recreation and Park District and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The YASP waives any right of recovery against Hesperia Recreation and Park District and the City of Hesperia, and the YASP shall not charge results of "acts of God" to Hesperia Recreation and Park District and the City of Hesperia, its officers, employees, or agents.

G. Miscellaneous:

1. This Agreement constitutes the only agreement, written or oral, between the parties as to the subject matter thereof.
2. This Agreement may be amended only in writing signed by all parties.
3. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
4. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees as determined by the court.
5. YASP shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with YASP'S use of the facility and adjoining property to DISTRICT in writing, as soon as practical.
6. YASP waives any right of recovery against H.A.R.D. or DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond DISTRICT or H.A.R.D.'s control.
7. YASP waives any right of recovery against H.A.R.D. and DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with YASP's use or occupancy of the facility or adjoining property, even if the H.A.R.D. or DISTRICT seeks recovery against YASP.

8. YASP shall submit State and Federal nonprofit numbers for verification prior to the execution of this Agreement.

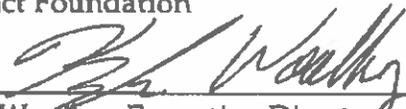
9. No Joint Venture: YASP is and shall remain an independent contractor and shall not be deemed a joint venture with DISTRICT or H.A.R.D., nor shall YASP's officers, authorized volunteers, or employees be deemed to be employees of H.A.R.D. or DISTRICT as a result of this Agreement. YASP's officers, authorized volunteers, and employees shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of H.A.R.D. or DISTRICT.

When this Agreement is signed by both parties, it shall constitute a binding Agreement from January 1 through December 31, 2024. Either party may cancel this Agreement by providing 30 days written notice.

The parties signing this Agreement signify that they are authorized by their Agency to enter into contractual agreements on behalf of their Agency.

APPROVED:

Hesperia Area Recreation
District Foundation

BY: 
Kyle Woolley, Executive Director

DATE: _____

Hesperia Wranglers

BY: 
Tim Mustaikis, President

DATE: 01-17-2024

Hesperia Recreation & Park District

BY: 
Kyle Woolley, General Manager

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager


Initials

Michael Varner

From: Jim Sanchez
Sent: Thursday, November 2, 2023 10:36 AM
To: Michael Varner
Subject: Fwd: HYDRANT METER READ REQUEST

Get [Outlook for iOS](#)

From: Laura Diaz - Senior Account Clerk <ldiaz@cityofhesperia.us>
Sent: Thursday, November 2, 2023 10:29:05 AM
To: Jim Sanchez <JSanchez@hesperiaparks.com>
Subject: RE: HYDRANT METER READ REQUEST

Good morning Jim,

On Saturday, October 28th one of our field reps found someone illegally filling up a water truck from a hydrant located at Hesperia Lakes, using a hose directly attached to the hydrant. He stopped and questioned the gentleman and he stated he was doing work for Hesperia Parks & Rec under the company "Rangler". Would you know anything about this gentleman and what kind of work they are doing?

Our field rep questioned him, trying to get his name, but he didn't provide that information. He told him what he was doing was illegal and basically stealing water. Is there any information you can provide regarding this incident?

Please advise, Thank you 😊

Laura Diaz
Senior Account Clerk
Hesperia Water District
Direct: (760) 947-1835



From: Jim Sanchez <JSanchez@hesperiaparks.com>
Sent: Tuesday, October 24, 2023 4:28 PM
To: Laura Diaz - Senior Account Clerk <ldiaz@cityofhesperia.us>
Subject: Re: HYDRANT METER READ REQUEST

04/10/24 ITEM
TIM MUSTAIKIS
HESPERIA WRANGLER

DAILY PRESS

NEWS

Easter-themed events across the High Desert rescheduled due to storm



Rene Ray De La Cruz

Victorville Daily Press

Published 2:30 a.m. PT April 2, 2024 | Updated 10:24 a.m. PT April 2, 2024

Organizations across the High Desert held modified Easter-themed events over the weekend, while several were rescheduled due to the rainstorm.

The storm moved into the area on Friday and Saturday, bringing heavy wind, rain and snow to the higher elevations.

Because of the storm, city of Victorville officials moved its Spring Festival inside Hook Gym on Saturday. At the same time, the Phelan Chamber of Commerce transitioned its outdoor Easter egg hunt to an Easter Egg Drive-Thru event.

On Saturday, the town of Apple Valley officials moved its annual outdoor Easter Egg Hunt, sponsored by the Optimist Club of Apple Valley, inside the James Woody Community Center Park while rescheduling its Bunny Run 5K/10K.

Bunny Run 5K/10K

The Easter-themed Bunny Run 5K/10K is scheduled on Saturday, April 6, at Civic Center Park, 14999 Dale Evans Parkway in Apple Valley. Check-in begins at 7 a.m., with race time an hour later.

Pre-registration and T-shirt sales have been extended until Wednesday, April 3, at 11:59 p.m.

For more information, call the Town of Apple Valley's Parks and Recreation Department at 760-240-7880 or visit [facebook.com/AVRecreation](https://www.facebook.com/AVRecreation).

Hesperia Easter Egg Hunt

The Hesperia Recreation and Park District rescheduled its Easter Egg Hunt to 10 a.m. on Saturday, April 6, at Hesperia Community Park at 10200 Datura Rd.

The free event includes age-appropriate egg hunts, bounce houses, vendors, food, trucks, and photos with the Easter Bunny. Each child should bring a basket. For more information, call 760-244-5488 or visit HesperiaParks.com.

Lone Wolf Colony

Saturday's 4th annual Easter Celebration at Lone Wolf Colony in Apple Valley was canceled due to the weather. The organization plans to reschedule a spring-themed event in the coming weeks. For more information, search Lone Wolf Colony, Inc. on Facebook.

Daily Press reporter Rene Ray De La Cruz may be reached at RDeLaCruz@VVDailyPress.com. Follow him on Twitter @DP_ReneDeLaCruz.

Correspondence - Reviews on Google Business Account:

Most reviews received are a star rating with no comment. Here are a few park patrons who took the time to actually write an informative review.

Hesperia Lake Park – March 3, 2024



Smittie

Local Guide · 79 reviews · 5 photos



★★★★★ 3 days ago **NEW**

Fun place for individuals or families. Great place to let your kids play, and see some beautiful wildlife from Gods creation. Awesome place for fishing, only thing I haven't done was camp over night. Although, I have friends that have. And say it's a blast. Soon to do so myself. God bless, and hope you have a wonderful experience here. See the pictures of a recent trip. Caught rainbow trout, filleted, and fried. Super yummy.

Playground: Great playground for the children and young at heart.

Restrooms: Clean restrooms and amenities.

Dog-friendliness: Plenty of places for your pets to walk and run.

Picnic area: Plenty of great spots for your picnics and birthday parties.



Like

Response from the owner 18 hours ago

Thank you for the kind words. We are so glad that you are enjoying Hesperia Lake Park. Make sure to

Lime Street Park – March 5, 2024



Louie Contreras

16 reviews



★★★★★ a day ago **NEW**

Nice asome place dog park diamond field play grounds very clean and got cameras to ..

Playground: Clean

Restrooms: Clean

Dog-friendliness: Perfect

Picnic area: Not yet soon...

Like

Response from the owner 31 minutes ago

Thank you for the 5 Star review. We appreciate your comments and your feedback is important to us. Make sure to visit our website www.hesperiaparks.com for upcoming events. Have a wonderful day.

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

DATE: April 10, 2024 **PHONE:** 760-244-5488

FROM: CALVIN LOUIE - ACTING GENERAL MANAGER
Hesperia Recreation and Park District

TO: BOARD OF DIRECTORS
Hesperia Recreation and Park District

SUBJECT: ACTING GENERAL MANAGER ACTIVITIES REPORT

Hours Worked

03/21/24 - Thursday - 7:00 AM to 7:00 PM
03/22/24 - Friday - 7:00 AM to 8:00 PM
03/23/24 - Saturday - 3:00 PM to 10:00 PM
03/24/24 - Sunday - 8:00 AM to 10:00 AM
03/24/24 - Sunday - 9:30 PM to 12 Midnight
03/25/24 - Monday - 7:00 AM to 12 Midnight
03/26/24 - Tuesday - 8:00 AM to 6:30 PM
03/27/24 - Wednesday - 7:00 AM to 11:30 PM
03/28/24 - Thursday - 7:00 AM to 8:00 PM
03/29/24 - Friday - 7:00 AM to 5:30 PM
03/30/24 - Saturday - 5:00 AM to 7:00 AM
03/30/24 - Saturday - 9:15 AM to 12 Noon
03/30/24 - Saturday - 1:45 PM to 4:00 PM
03/30/24 - Saturday - 5:00 PM to 7:00 PM
03/30/24 - Saturday - 8:30 PM to 11:15 PM
03/31/24 - Sunday - 5:00 AM to 8:00 AM
03/21/24 - Sunday - 3:45 PM to 10:00 PM
04/01/24 - Monday - 10:30 AM - 10:00 PM
04/02/24 - Tuesday - 7:00 AM - 6:30 PM

Issues and Tasks

- SitelogIQ Novack Gym Painting
- Liability and Workers Comp Insurance (Varner, Hague, Chavez, Hauser)
- CA/FTB (Artola)
- Grant updates - Prop 68 (Gibbs, Gonzalez, Varner)
- Skate and Splash Pad follow-up (Varner)

- Legal Review – Various issues (Hawkins)
- Safety, Security & Maintenance Committee Mtg. - Percy Bakker Community Center
- Recreation Committee Mtg. – Lime Street Park Community Center
- Blank Facility Rental Form, Liquor sales & procedures, List duties for staff & housekeeping at Percy Bakker Community Center. (Hauser)
- Update from on construction at GM’s office and later changed due to a walk through in the Mojave Room. (Varner)
- Finalization with April Seliga and Ms. Hauser regarding PAVe (Parents Against Vaping & eCigarettes).
- Meeting with Training Officer Richardson and City of Yorba Linda, Christopher Pena, Emergency Management Coordinator.
- Met with Mr. Artola for AP review and approval.
- Lunch meeting with Chief Chavez – Reviewed pending issues.
- Conference calls with Senator Wilk, then Senator Padilla on CDS grants. (Varner & Gonzalez)
- PAL (Police Athletic League) at Epicenter’s lease. (Hauser & Varner)
- Reviewed and approved timesheets. (Artola & Hague)
- Luv n Paws lease renewal – Waiting for answer on management’s question regarding some unexpected added language. (Varner)
- Hesperia Lake Park – Land Tenure Requirements in Grant Applications – Extended lease agreement for 20- 30 years to meet long-term tenure to qualify for grants. – Victor Knight, Economic Develop Manager, City of Hesperia. (Varner & Gibbs)
- Being acquainted with recreation chain of command, each position’s job description, and procedures/criteria being assigned at certain HRPD facilities. (Hauser)
- On Saturday – 03/30/24 – 2:46 PM till 6 PM – Coordinated response for an exposed potable water pipeline at Lime Street Park and flooding conditions at Hesperia Lake Park with attendees arriving for an event at Swisher. (Varner, Sanchez, Deal, Zepeda, Montes)
- Caretaker matter, recruitment notice to management and legal to review agreement. (Hawkins, Varner, Hague, Hauser, Garcia)
- Events Meeting – Lime Street Park Community Center
- HARD Foundation Meeting – Lime Street Park Community Center
- HR issues
- Agenda preparation by staff members in drafting and assembling the meeting package for the Board of Directors. (Garcia and Schauwecker)

/cl

**REGULAR JOINT MEETING OF THE
HESPERIA RECREATION AND PARK DISTRICT
AND THE
HESPERIA AREA RECREATION DISTRICT FOUNDATION BOARD MEMBERS
Thursday, March 28, 2024 - 6:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

CALL TO ORDER

Meeting was called to order at 6:02 p.m. by Chair Member Blocker.

ROLL CALL

Committee: Irish, Gonzalez
Foundation: Daugherty, Drylie, Blocker, Hill
District Staff: Louie, Garcia, Hauser, Zepeda
Other: None

FLAG SALUTE

Member Daugherty led the flag salute.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None

COMMUNICATIONS

None

DISCUSSION/ACTION ITEMS

a. Approval of February 28, 2024, Meeting Minutes

1. Motion made by Member Hill to approve the February 28, 2024, minutes, seconded by Member Daugherty. The motion passed by the following vote:

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

b. Rick Novack High School Scholarship Interview Date

1. Motion made by Vice Chair Member Drylie to hold the Rick Novack High School Scholarship interviews on April 9, 2024, at 4:30 p.m., seconded by Member Daugherty. The motion passed by the following vote:

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

ABSTAIN: None

c. HARD Foundation Logo

1. The Board gave additional suggestions to the logo draft to be submitted to the designer for more adjustments.

d. Event Ad Hoc Committee Update

1. Chair Member Blocker reported on the following: Easter Egg Hunt; Movies in the Park; Food Truck Night; Homebrew Festival; Hesperia Days and Rodeo pricing; and sponsorships.

e. Preservation Committee Update

1. Vice Chair Member Drylie reported on the following: Model school house, social media activity and posts; grants; Mojave Historical Society grant; book sales donations; and the presentation area.

f. Recreation Committee Update

1. Director Irish reported on the senior events at the Percy Bakker Community Center, television installation, Youth Basketball, Ms. Tammy's Little Learners program, and the Rick Novack Community Center painting and floor installation.

g. HARD Foundation By-Laws Discussion

1. The HARD Foundation By-Laws are in review with legal counsel.
2. Highlights of discussion included the separation of powers between the District Board and the HARD Foundation Board, previous changes to the by-laws, and the flow of revenue.

DISTRICT FOUNDATION COMMITTEE

a. District Board Report

1. Director Gonzalez reported on the five-year revenue projection; cameras on the County ballot drop boxes; Hesperia Farmer's Market agreement amendment, HUSD Nutrition Services Summer Meal Program; Parents Against Vaping eCigarettes event; Hiring of Acting General Manager; Time Management system; Security cameras at Epicentre; Datura house demolition; Rick Novack Community Center gym floor and painting; Percy Bakker Community Center renovation; Hesperia Days Rodeo pricing; and a District videographer.

b. Comments

1. Member Daugherty commented that she's never seen runners to the ballot drop box, and inquired about a booth at the Hesperia Farmer's Market.

STAFF REPORTS

a. Programs/Events/Activities Handouts

None

b. Comments

None

FOUNDATION CHAIR'S COMMENTS

1. Chair Member Blocker would like to look into the snack bar trailer at Hesperia Lake Park, a drone, and use of the new video screen for the VIP tent at the Hesperia Days Rodeo.

FOUNDATION MEMBERS' COMMENTS

1. Member Hill - no comment.
2. Member Daugherty - no comment.
3. Vice Chair Member Drylie - no comment.

ADJOURNMENT - Meeting was adjourned at 7:37 p.m.

DRAFT

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
SAFETY, SECURITY, AND MAINTENANCE COMMITTEE MEETING
Thursday, March 21, 2024 - 3:30 p.m.
Percy Bakker Community Center
9333 'E' Ave., Hesperia, CA 92345**

MINUTES

Call to Order

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

A. Attendance

Board Committee Members: Gregg, Roberts

District Staff: Louie, Garcia, Varner, Hauser, Zepeda

Guests: None

Flag Salute

Flag salute was led by President Gregg.

Message to the Public/Public Comment

- Larry Davis addressed the Committee on the implementation of cameras at the Percy Bakker Community Center.

Discussion/Action Items

B. Park Ranger Report

(addressed after Item C.)

- Mr. Louie reported on calls for service.
- Park Ranger Zepeda arrived at 3:56 p.m.
- Park Ranger Zepeda reported on the following: new shift reports, community contacts, and administrative citations.

C. Maintenance Report

- Mr. Varner reported on the following: Television installation; Maple Park north lot; Lupton plaque repair; Maple Park trashcans; Hesperia Lake Park lot and road cleanup and repair; Power Play Center cleaned, repaired road, updated party rooms, covered skylights, and installation of televisions; Cleanup for little league Opening Days; Disc Golf equipment; Scoreboards; SitelogIQ project; Rick Novack Community Center painting; Lime Street Park Community Center parking lot fencing; Pickleball flyers; and Roller-skating flyers.

D. Review of Highlighted Items from the February 16, 2023, Safety, Security, and Maintenance Meeting

- The Committee reviewed the highlights from the February 16, 2023, Safety, Security, and Maintenance meeting held at the Percy Bakker Community Center.

E. Recap of February 15, 2024, Safety, Security, and Maintenance Committee Meeting

- The Committee reviewed the highlights from the February 15, 2024, Safety, Security, and Maintenance meeting held at the Power Play Center including tractor rental; parking lot striping; damage and repairs to Hesperia Lake Park due to recent storms; security camera policy; Power Play Center skating rink signage, logo replacement, west lot, party room windows, splashpad equipment storage, party room ceiling, chairs not in use, rental deposit accountability, admission fees, and parking.

F. Percy Bakker Community Center Walk-Through

- The Committee reviewed the following: funding; ceiling tiles; paint; general cleanup; bar rail; new tables; rental and equipment pricing; carpet cleaning; rental deposit accountability; renovation of the North Room; carts on dance floor; ceiling fans; floorboard stain; projector; facility user storage room; Pool Room light changes, paint, pool stick and rack replacement, clean, tables and chair storage, and pool table repair; open hole in ceiling; commercialize the kitchen, upgrade of kitchen equipment, North Room storage area, liquor storage, buggy storage, tree and shrub removal, paint stucco, ashtray, outdoor tile, east side electrical storage repair, outdoor lighting, and cameras.

Adjournment - Meeting was adjourned at 5:12 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
EVENT COMMITTEE MEETING
Thursday, March 28, 2024 - 5:00 p.m.
Lime Street Park
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 5:01 p.m. by Director Irish.

A. Attendance

Board Committee Members: Irish, Gonzalez, Blocker

District Staff: Louie, Garcia, Varner, Hauser, Zepeda

Guests: None

Flag Salute

The Flag Salute was lead by Director Irish.

Message to the Public/Public Comment

None.

Discussion/Action Items

B. Easter Egg Hunt

- Ms. Hauser updated the Board on the Easter Egg Hunt planning and possibility of postponement or cancellation.

C. Proposal - Food Truck Night at Lime Street Park Organized by The Farm Stand - Oak Hills, Inc.

- Ms. Hauser presented to the Committee a proposed food truck night event, including the map and vendor pricing.

D. Proposal - Homebrew Festival at Hesperia Lake Park Organized by the Homebrew Club

- Ms. Hauser presented to the Committee a proposed Homebrew Festival including the fee structure.

E. Hesperia Days/Rodeo 2024

- Chair Member Blocker updated the Committee on the following: sponsorships, vendors and pricing, parking, traffic control, and the dance.

F. Consideration of Change of Vendor Pricing for Hesperia Dasy and Hesperia Days Rodeo 2024

- This item was already addressed.

G. Movies in the Park Survey Monkey Results

- Ms. Hauser presented the 2024 Movies in the Park lineup.

H. Co-Sponsored Events

- Ms. Hauser suggested a generalized checklist so for the sake of time, the events could go directly to the Board.
- Chair Member Blocker suggested using the events as fundraisers.

I. Special Events Update

- Ms. Hauser reported she is getting ready to pick the music for Bobcat's Summer Concert Series and Hesperia Days.

Adjournment - Meeting was adjourned at 5:55 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
RECREATION COMMITTEE MEETING
Thursday, March 21, 2024 - 5:30 p.m.
Lime Street Park
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 5:31 p.m. by Vice President Roberts.

A. Attendance

Board Committee Members: Roberts, Irish
District Staff: Louie, Garcia, Hauser, Zepeda
Guests: None

Flag Salute

The Flag Salute was lead by Vice President Roberts.

Message to the Public/Public Comment

None

Discussion/Action Items

B. Power Play Center Disco Lights

- Ms. Hauser provided disco light options to the Committee.

C. Additional Vending Machines at Power Play Center

- Ms. Hauser recommended moving the machine to Epicentre and to do a full snack bar at Power Play Center.

D. Update on Current Program Enrollment Numbers

- Ms. Hauser reported on Summer Youth Basketball registration.
- Vice President Roberts suggested crossmarketing the District's basketball class with the youth basketball program, and to let the instructors know about this Committee.

E. Update on Targeted Outreach Programs Activities and Numbers

- Ms. Hauser reported on the seniors' Intergerational Dinner, paint class, tiny tots, and Spring Kids Kamp.

F. Intergenerational Dinneer Participation and Update on Upcoming Dinners

- Dates are set until September.
- Director Irish suggested press releases be sent to the radeo stations for public service announcements.

G. Update on Videographer Regarding Quotes

- Rawfa Productions will be providing videography services for the Easter Egg Hunt.

H. Lime Street Park Score Boards

- There is an eight week turnaround to receive the ordered scoreboards, which the company will install.

I. Hesperia Lake Store Update

- Ms. Hauser reported that January and February were slower, but she's hoping it will pick back up.
- Mr. Roberts suggested "play books" for every event and program.

Adjournment - Meeting was adjourned at 6:31 p.m.

April 2024

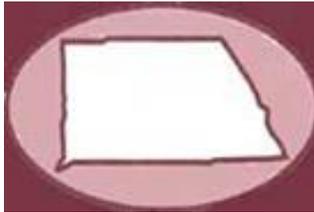
Sun	Mon	Tue	Wed	Thu	Fri	Sat
3/31 Easter Sunday 	1	2	3	4	5	6 10:00 am Rescheduled Easter Egg Hunt Hesperia Community Park
7	8	9	10 6:00 pm District Board Meeting	11 5:00 pm Intergenerational Dinner Percy Bakker Community Center	12	13 10:00 am Love on a Leash Hesperia Civic Plaza Park
14 8:00 am AYSO Soccerfest Maple Park	15 6:00 pm ASBCSD East Valley Water District	16	17 3:30 pm Finance Committee Meeting	18 3:30 pm Safety, Security, & Maintenance Meeting 5:30 PM Recreation Meeting	19 3:30 pm Historical Preservation Committee Meeting	20 10:00 am Wicked Kustomz Car Show Hesperia Civic Plaza Park
21	22	23	24 6:00 pm District Board Meeting	25 5:00 pm Event Committee Meeting 6:00 pm Foundation Meeting	26	27 8:00 am ROD Superhero 5K Run Hesperia Civic Plaza Park
28	29	30				

May 2024

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 5:30 PM Recreation Meeting	17 3:30 pm Historical Preservation Committee Meeting	18 11:00 am 3rd Annual HD Inter-Tribal Spring Celebration Hesperia Civic Plaza Park
19	20 6:00 pm ASBCSD HRPD Percy Bakker Community Center	21	22 6:00 pm District Board Meeting	23 5:00 pm Event Committee 6:00 pm Foundation Meeting	24	25
26	27 Memorial Day District Offices Closed	28	29	30	31	

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8 10:00 am Wicked Kustomz Fathers Day Car Show Hesperia Civic Plaza Park
9	10	11	12 6:00 pm District Board Meeting	13	14 Flag Day 	15
16 Father's Day 	17 6:00 pm ASBCSD Chino Valley Water Conservation District	18	19	20 3:30 pm Safety, Security & Maintenance Meeting 5:30pm Recreation Meeting	21 3:30 pm Historical Preservation Committee Meeting	22
23 <hr/> 30	24	25	26 6:00 pm District Board Meeting	27 5:00 pm Event Committee Meeting 6:00 pm Foundation Meeting	28	29



Association of The San Bernardino County Special Districts



East Valley Water District

will be hosting the April 15, 2024 Membership Meeting at:

East Valley Water District's Sterling Natural Resource Center

25318 5th Street

San Bernardino, CA 92410

5:30p.m. – Registration & Social Hour

6:30p.m. – Call to Order

For those who are interested, a tour of the SNRC will be available from 4:30-5:30pm

Menu

Entree: Meat Lasagna or Penne Creamy Pesto Sauce Italian Sausage and Peppers,
Caesar Salad, Vegetable Medley & Garlic breadsticks

Dessert: Cheesecake with Fruit Topping

Beverage Choice: Coffee, Water & Iced Tea

Beer and wine offered, cash bar only

(Vegetarian option available upon request)

Cost: \$45.00 per person

Topic:

From Groundbreaking to Ribbon Cutting: Unleashing Potential with
Progressive Design Build and SB 706

Presented by Michael Moore, General Manager/CEO, East Valley Water District

RSVP by April 5, 2024 to: Kara Garcia - kgarcia@hesperiaparks.com.

District/Associate Attendee

- ✓ Payment Due – April 30, 2024
- ✓ Make checks payable to: ASBCSD, mail checks to ASBCSD, Attention: Natalie Barnard, 11081 Muirfield Drive, Rancho Cucamonga, CA 91730
- ✓ Include the name(s) of your attendee(s) with your payment.
- ✓ Credit Card payment visit our website asbcasd.specialdistrict.org and click on the Purchase tab.
- ✓ You will be billed for the dinner if your cancellation is not received by the deadline.
- ✓ A \$2.00 surcharge will be applied if payment is not received within 30 days of the meeting.

asbcasd.specialdistrict.org

ASBCSD

11081 Muirfield Dr., Rancho Cucamonga, CA 91730

562-433-9448

President - T. Milford Harrison, Vice-President – Rebecca Kujawa, Secretary/Treasurer – Randall J. Reed,
Director – Ronald L. Coats, Director – Kelly J. Gregg, Director – Melody McDonald, Director - Kati Parker