



## BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)

### REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, June 14, 2023 5:15 p.m.

Noble Creek Community Center 390 W. Oak Valley Parkway Beaumont, CA 92223

#### AGENDA

[www.bcvparks.com](http://www.bcvparks.com)

#### PUBLIC PARTICIPATION ALLOWED IN PERSON AND BY TELECONFERENCE

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings. Government Code Section 54953 allows the legislative body to use teleconferencing when state or local officials have imposed or recommended measures to promote social distancing after making certain findings. See Gov. Code § 54953.

Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. I.

The Workshop and Regular Session is available by calling: +1 (669) 900-6833. Meeting ID: 948 9929 3193

You can also join the meeting from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/94899293193>

**DISTRICT CLOSED SESSION:** None.

**WORKSHOP SESSION:** None.

**REGULAR SESSION:** Regular Session to Begin at **5:15 p.m.**

**Roll Call:** Director Aldrich, Director Ward, Treasurer Flores, Vice-Chair/Secretary Diercks and Chairman Hughes

**Invocation:**

**Pledge of Allegiance:** Vice-Chair/Secretary Diercks

**Presentations:** The Hills Lease Agreement Package

**Adjustments to Agenda:** Government code sec 54954.2 provides "upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or if less than two-thirds of the members are present, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a) "

#### 1. PUBLIC COMMENT:

If you are unable to participate by telephone or via Zoom, you may submit comments and/or questions in writing for the Board's consideration by sending them to [ryann@bcvparks.com](mailto:ryann@bcvparks.com). Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.

2. **CONSENT CALENDAR:** Items are considered routine, non-controversial and generally approved in a single motion. A board member may request to have an item removed from the consent calendar for discussion or to be deferred. (Includes Minutes, Financials, Resolutions, and Policy & Procedure matters).

2.1 Minutes of May 10, 2023

2.2 Bank Balances for May 2023

2.3 Warrants for May 2023

2.4 Bogart Regional Park Flagpole Project

2.5 Approve Special Provision Allowing for Teleconference Meetings Pursuant to AB 361

3. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:** (Includes Committee Reports)

- 3.1 Approval of Lowest Bidder for Bogart Regional Park ADA Project
- 3.2 Approval of Field 8 Fencing
- 3.3 Approval of Fiscal Year 23/24 & 24/25 Budget
- 3.4 Approval of BYB/SB Field Use Dates
- 3.5 Approval of "Going Dark" in July 2023

#### 4. DEPARTMENT REPORTS:

Human Resources Assistant/Clerk of the Board: Ryann Flores  
Athletic Coordinator: Dodie Carlson  
Activities Coordinator: Lilian Averette  
Assistant Maintenance Superintendent: Aaron Morris  
Executive Assistant: Nancy Law  
Assistant General Manager/Human Resources Administrator: Mickey Valdivia  
General Manager: Duane Burk

#### 5. CALENDAR OF EVENTS:

##### 5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Unified School District. Next meeting September 6, 2023
- Finance – 1<sup>st</sup> Thursday of Every Month 4:00 p.m. NCCC.
- Personnel – 1<sup>st</sup> Tuesday of Every Month 11:30 a.m.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly 3:00 p.m.
- BCVRPD Board Meeting Schedule, NCCC
  - July 19, 2023
  - August 9, 2023
  - September 13, 2023
  - October 11, 2023
  - November 8, 2023
  - December 13, 2023

##### 5.2 Upcoming Holidays

July 4, 2023 – Independence Day  
September 4, 2023 – Labor Day  
November 11, 2023 – Veteran's Day  
November 23, 2023 – Thanksgiving Day  
November 24, 2023 – Day after Thanksgiving  
December 24, 2023 – Christmas Eve  
December 25, 2023 – Christmas Day  
December 31, 2023 – New Year's Eve

##### 5.3 Events

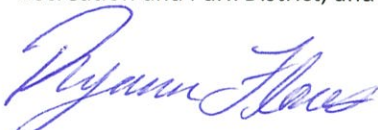
June 24, 2023 – Bogart Bash at Bogart Regional Park  
July 17, 2023 – Movie Under the Stars at Noble Creek Regional Park Meadow

#### 6. DIRECTORS MATTERS/COMMITTEE REPORTS

#### 7. ADJOURNMENT:

Any person with a disability who requires accommodations in order to participate in the meeting should telephone Ryann Flores at 951-845-9555, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation

**DECLARATION OF POSTING:** I declare under penalty of perjury, that I am employed by Beaumont-Cherry Valley Recreation and Park District, and the foregoing agenda was posted at the District office and District web site June 8, 2023.



Ryann Flores, BCVRPD Clerk of the Board



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**Wednesday, May 10, 2023 5:15 p.m.**

**MINUTES**

**PUBLIC PARTICIPATION ALLOWED IN PERSON AND BY TELECONFERENCE**

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings.

**DISTRICT CLOSED SESSION** – None.

**WORKSHOP SESSION**: Workshop Session to Begin at **5:15 p.m.**

Workshop session began at 5:15 p.m.

Roll Call:

Director Aldrich: Present

Director Ward: Present via teleconference

Treasurer Flores: Absent

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

General Manager, Duane Burk and Legal Counsel of Best, Best & Krieger Albert Maldonado attended.

- First Reading of Draft FY 23/24 & 24/25 Budget

Workshop session ended at 5:49 p.m.

**REGULAR SESSION**: Regular Session followed Workshop Session.

Regular session began at 6:02 p.m.

Roll Call:

Director Aldrich: Present

Director Ward: Present via teleconference

Treasurer Flores: Absent

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

General Manager, Duane Burk and Legal Counsel of Best, Best & Krieger Albert Maldonado attended.

**Invocation**: Pastor Rob gave the invocation and spoke on behalf of Venture Church.

**Pledge of Allegiance**: Chairman Hughes led the pledge of allegiance.

**Presentations**: None.

**Adjustments to Agenda**: Departments Reports have been moved to the beginning of the meeting followed by Consent Calendar, Action Items, Calendar of Events, and Directors Matters.

**4. DEPARTMENT REPORTS:**

Human Resources Assistant/Clerk of the Board:

- The Human Resources department is in the process of onboarding (1) new employee as a Casual Recreation Assistant
- CAPRI Form packages were created with the following: Incident Reports, Injury Reports, Injury Investigation Reports, Vehicle Accident Reports, Vehicle Accident Investigation Reports, and the CAPRI Information Tri-Fold
- These packages will be located at each District facility as well as on the staff portal for fast access.
- There are a total of 31 employees and 5 Board members that need to complete the AB 1825 Sexual Harassment Avoidance Training
- As of today, 17 employees and 2 Board Members have completed the training (53%)
- I have completed my department budget with Duane and Nancy.
- The Assistant General Manager and I attended a meeting with the CPS HR Consulting group for the HR Audit. The District will soon be receiving the first draft audit.
- Workers Compensation- Cases/Incidents/Accidents – No open cases. It has been 431 days since our last employee accident.

Training:

I will be attending the webinars:

- CAPRI May the Fourth be with You! – Insurance Updates in the Industry
- CalPERS Advanced Compensation Reporting Class

Community/Networking:

- Spring Fling – Saturday, April 8, 2023
- 10th Annual Taste of the Pass – Thursday, April 27, 2023
- Arbor Day – Friday, April 28, 2023

Athletic Coordinator: Dodie Carlson

The winter adult ball season is finally completed, here are the winners.

- Monday women's 40 & Shorties
- Tuesday men's Shimels Kids
- Thursday Co-ed postponed to 5-11-2023
- Sunday Co-ed I'd Smash

The spring season started on May 1, 2023 with 32 teams.

- Monday women's 5 teams
- Tuesday men's 8 teams
- Thursday Co-ed 13 Teams will start May 18, 2023
- Sunday CO-ed 6 teams

Projects:

- Schedules of slow pitch, fields for upcoming tournaments.
- May 16, 2023 Field 1 bathroom dedication.
- Park signage, fire lanes, field numbers and distances.

Other:

- BYB is now into recreation tournament section of their season.
- Closing day May 20, 2023 we would like to invite the board. Day includes championship games and a pit BBQ by the Foundation.
- Last All Star tournaments July 20-23, 2023
- September 5, 2023 will start the fall season for baseball and softball.

Executive Assistant: Nancy Law

Report:

- The Finance Committee met Monday, May 8th, 2023 to review April 2023 Financial Reports for Fiscal Year 2022-2023.
- Property Tax Disbursement – The Executive Assistant has not received deposits for April 2023 as of 5/4/2023.
- The Executive Assistant has transferred into the Reserve fund the \$5,000.00 monthly contribution for April 2023, bringing our Reserve balance to \$169,111.88, and transferred into the Money Market account \$7,500.00 monthly contributions for April 2023 bringing our balance to \$211,141.42.

Other:

- Executive Assistant has been working with the Auditors for FY 21/22.
- Executive Assistant has been completing Payroll for the Month.
- Executive Assistant has completed 2022 Government Compensation in California Report.
- Executive Assistant is working on CSDA Transparency Certificate renewal.
- Executive Assistant has schedule the bid opening for Bogart Regional Park ADA Parking Lot Improvements for May 2nd, 2023.
- Executive Assistant has completed all budget meetings with staff.
- Executive Assistant has completed the (2) Year budget Prep/Worksheets.
- Executive Assistant is working with State for COVID Funding Audit.
- Alyssa Fuimaono passed her Notary exam.

Community/Networking:

- Executive Assistant attended the Beaumont Chamber Breakfast.
- Executive Assistant attended the Speakeasy Casino Night for Rotary.
- Executive Assistant sat on an Interview panel for City of Yucaipa.

Activities Coordinator: Lilian Averette

- The staff was extremely busy putting together so many events in the month. With improved communication with staff and teamwork we have put together three successful events: Fishing Derby, Spring Fling, and Arbor Day.
- On April 22, 2023 we assisted a local small business in the area with an event that was held at one of our parks. We are working on enhanced guidelines to be installed for future use so we are more able to assist third parties in having their events at our facilities.
- On April 25th Mickey Valdivia, Aaron Morris, and myself had a wonderful luncheon with members of CAST and San Gorgonio Historical Society. We discussed the future of the Woman's Club and how we can help promote their clubs. We will be meeting again in on July 12, 2023 to encourage further communication with the clubs.

District Events:

- Memorial Wall Dedication – May 19, 2023
- Avila Horseshoe Tournament – May 27, 2023

District Past Events:

- Fishing Derby – April 1-2, 2003 at Bogart Park
- Arbor Day – April 28, 2023 at Bogart Park
- Cinco De Mayo-May 6, 2023 Noble Creek Regional Park

Community/Networking:

- Good Morning Beaumont Breakfast April 14, 2023
- Banning Chamber Sunrise Breakfast April 19, 2023
- San Gorgonio Rotary 10<sup>th</sup> Annual Taste of the Pass

Assistant Maintenance Superintendent: Aaron Morris

- Staff assisted in the set up and tear down of the District's Annual Cinco De Mayo Event.

- Staff also participated in hosting the local Beer and Food Festival on April 22nd down in the District's Soccer Meadow by providing the stage for their entertainment.
- Staff had a successful Arbor Day by planting 17 trees at Bogart Regional Park and 8 trees at Noble Creek Regional Park.
- I attended two more PAPA (Pesticide Applicators Professional Association) Zoom Seminars to complete my continuing education units for my renewal at the end of this year.
- Staff has been calibrating our irrigation system to help transition into the warm season.
- I completed my Budget Review with Duane and Nancy.
- I attended a meeting with Mickey and Lilian to discuss future goals and improvements with both the CAST Group and the Historical Society.
- I am working on cross training staff to benefit the Kiosk.

Assistant General Manager/Human Resources Administrator: Mickey Valdivia

- N/A

## 1. PUBLIC COMMENT:

Chairman Hughes opened public comment at 6:24 p.m.

Andrew Trotter with Thunder Alley questioned if there are any plans for the park that may affect Thunder Alley Raceway. Andrew would like to be a part of any future planning. Duane stated that he will set up a meeting with Andrew.

Carlos Gutierrez came in to see if there were any updates regarding the (3) month extension for the house on Danny Thomas Ranch. Duane stated that he will also set up a meeting with Carlos.

Public comment closed at 6:28 p.m.

## 2. CONSENT CALENDAR:

2.1 Minutes of April 12, 2023

2.2 Bank Balances for April 2023

2.3 Warrants for April 2023

2.4 Approval of Athletic Facilities Coordinator Job Description/Organizational Chart

2.5 Approve Special Provision Allowing for Teleconference Meetings during a Governor-Declared State of Emergency Pursuant to AB 361

Albert Maldonado commented on item 2.5. He stated the Board has voted to hold teleconference meetings under AB361. The District needs to make certain findings every 30 days to continue teleconference meetings. There needs to be a Governor-Declared State of Emergency and then there needs to be two findings. 1) The District needs to consider the circumstance for the State of Emergency. 2) State or Local Officials have recommended social distancing. General Manager, Duane Burk, confirmed that the Finance Committee met and approved items 2.2 and 2.3.

Motion was made to accept items 2.1, 2.2, 2.3, 2.4, and 2.5.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Absent

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

General Manager: Duane Burk

Duane said that he attended all events that staff attended and that he is excited for the upcoming golf tournament. He even wore his Foundation hat all day for it. He planted the first tree at the recent Arbor Day event. He had meetings with Shop Off development and is hoping to get the well up and running. He

did not attend the Chamber breakfasts due to staff already attending. Duane did attend the Beaumont and Calimesa council meetings. He met with the Mayor and he will attend the golf tournament. Duane is looking forward to all upcoming events.

### 3 ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS: (Includes Committee Reports)

None.

### 5. CALENDAR OF EVENTS:

#### 5.1 Committee Meetings

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  - August 9, 2023
  - September 13, 2023
  - October 11, 2023
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#### 5.2 Upcoming Holidays

May 29, 2023 – Memorial Day Observed  
July 4, 2023 – Independence Day  
September 4, 2023 – Labor Day  
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#### 5.3 Events

May 19, 2023 – Memorial Wall Dedication

### DIRECTORS MATTERS/COMMITTEE REPORTS

#### Director Aldrich:

Mike stated that Dodie is going to get through the season and that he would like to walk the fields for the code of conduct signage. He has attended many of the Chamber events and would like to spread the word about these events.

#### Director Ward:

Denise congratulated all staff and stated that Lilian did a great job with the events. She has been enjoying the Personnel Committee meetings and noted that they are well organized. She attended the Arbor Day event and really enjoyed it. She is also looking forward to the BYB Closing Ceremony as well as the Foundation Golf Tournament.

#### Treasurer Flores:

John was absent and unable to comment.

#### Vice Chair/Secretary Diercks:

Chris attended the Cinco de Mayo Festival and stated that there were lots of people and it was a great turn out. He also noted that there are a lot of events coming up.

**Chairman Hughes:**

Dan encourages the Board to look over the proposed budget. He would love to attend the BYB Closing Ceremony along with the Memorial Wall Dedication, but will not be able to. He would like to look into some dates that will work for strategic planning. He also thought that the Cinco de Mayo event turned out to be a great one. He noted that there are a lot of events coming up such as the Foundation Golf Tournament and encourages all to attend if they can as it is almost sold out.

**6. ADJOURNMENT:**

**Motion made to adjourn the meeting at 6:41 p.m.**

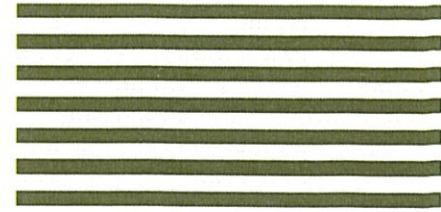
**Initial Motion: Chairman Hughes**

**Second: Vice-Chair/Secretary Diercks**



# THE HILLS RACEWAY

DTR - CHERRY VALLEY, CA



COMING - 2023



The PUMP TRACK is a great place for the younger kids (Age 2-7) to learn basic fundamentals before taking on the BMX track.

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## BMX RACE TRACK

Is great for those experienced riders who like to compete more competitively.

## OUR SERVICES

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The Hills Raceway plans to offer 3 state of the art tracks open to the public during certain business hours.

These facilities will be an organization built to give back to the community involving both BMX and RC enthusiasts of all ages.

The organization is made of a group of local individuals who have multiple members with at least 15+ years of experience in either the BMX or RC industry. We plan on building one of the best facilities possible while providing back to the community, which will include hosting national type events, fundraisers, clinics for new riders/racers, free track days to introduce the new enthusiasts into the hobby as well as birthday/corporate parties.

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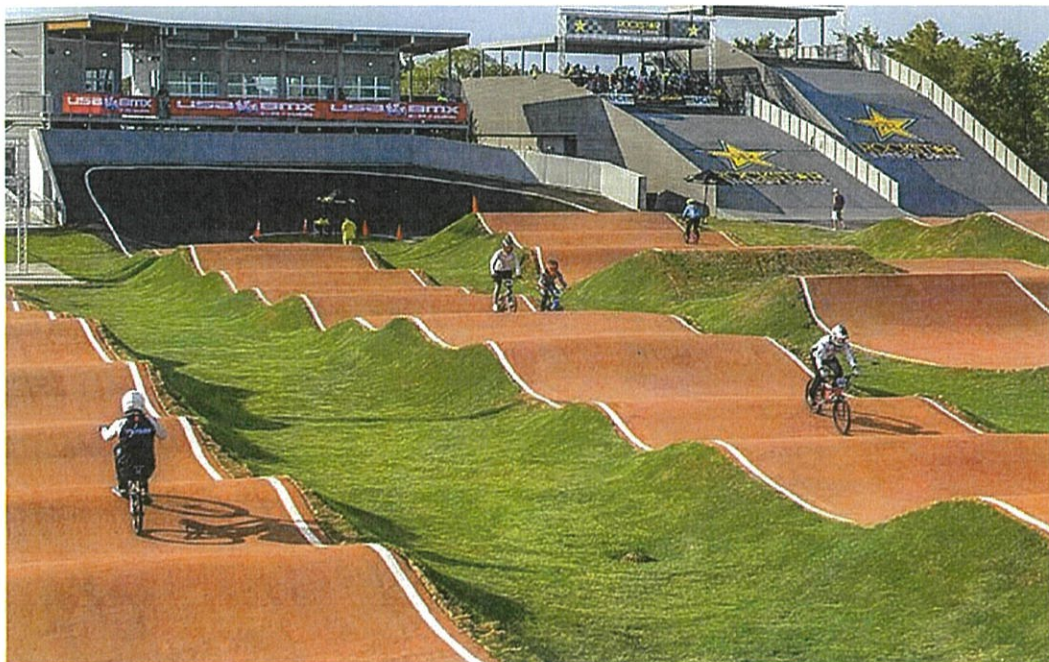
## RC TRACK

For RC enthusiasts from all ages. This track will be open during business hours for offroad RC. Come have fun with friends or compete at major events.

## PARK FACILITIES -

Pump Track – A smaller track, usually includes a paved surface to help with maintenance as this track will be open during park business hours. (Separate from The Hills hours of operation). There is no fee for this track. They are a great starting point into the BMX world for younger children. You can also host special events on this style track for all ages.

There will be special events set up throughout the year on this track.



BMX – This track is more for the competitive racers with more experience on a bicycle. This track is open to all age groups who can handle the challenging aspect that a BMX track offers.

This track will host weekly public practice nights as well as weekly public races, 3-4 yearly large events as well as national events or Worlds event over time. The track will be available to book private test days, birthday parties, corporate events.

RC Track – Is a great place for families and friends to go hang out and enjoy a day practicing or racing competitively, for all ages. This facility will host many major events, monthly practices and races open to the public. You can schedule private test days as well as birthday/corporate parties with rental try me trucks, toy drive events, as well as many more events catered to the public who doesn't know about rc.





# The Hills Raceway

The Hills agree to a **10-year lease** agreement with an option to **renegotiate** terms after **5 years**.

- The Hills Organization agrees to build a BMX Pump track – Open during park hours to the public for use.
- The Hills Organization agrees to build a BMX style racetrack open to the public during provided business hours. (See attached proposed BMX schedule).
- The Hills Organization agrees to build an RC track open to the public during provided business hours. (See attached proposed RC schedule).

## **Requirements from the Park prior to agreement is met:**

1. Main entrance is provided to the facility. Minimum 2 lanes wide (Enter/Exit lane)
2. Water is provided up to the area for use/tie in.
3. Rough grading of general area to allow for size of space requested.
4. Power and Sewer is planned on being ran to the area, available for tie in within the first year of operation.

The Hills offers the following packages for lease agreements:

## **Proposed Package A:**

Year 1-2:

1. The Hills will pay no yearly lease to the park for the use of land.
2. 10% of major event profits will be donated back to the BCVRPD Foundation for use of land. (Over 300 entries qualify as major event).
3. 15% of major event profits will be donated back to the BCVRPD Foundation for use of land if permanent restrooms are provided. (Over 300 entries qualify as major event).
4. 25% of major event profits will be donated back to the BCVRPD Foundation if (20) permanent camp spots and permanent restrooms are provided. (Over 300 entries qualify as major event).

This period is for building the facilities while repaying our investors but also giving back to the park for their investment in us as a complex and helping build to our future goals more quickly.

Year 2-5:

1. The Hills will pay \$1,500 monthly for use of the land.
2. 10% of major event profits will be donated back to the BCVRPD Foundation for use of land. (Over 300 entries qualify as major event).
3. 15% of major event profits will be donated back to the BCVRPD Foundation for use of land if permanent restrooms are provided. (Over 300 entries qualify as major event).
4. 30% of major event profits will be donated back to the BCVRPD Foundation if (30) permanent camp spots and permanent restrooms are provided. (Over 300 entries qualify as major event).

This period will provide monthly lease back to the park as well as additional benefits for events depending on investment in return.

#### **Year 6-10: (Renegotiable)**

1. The Hills will pay \$1,500 monthly for use of the land.
2. 10% of major event profits will be donated back to the BCVRPD Foundation for use of land. (Over 300 entries qualify as major event).
3. 15% of major event profits will be donated back to the BCVRPD Foundation for use of land if permanent restrooms are provided. (Over 300 entries qualify as major event).
4. 30% of major event profits will be donated back to the BCVRPD Foundation if (30) permanent camp spots and permanent restrooms are provided. (Over 300 entries qualify as major event).

This period again, will provide monthly lease back to the park as well as additional benefits for events depending on their investment in the facility.

#### **Proposed Package B:**

##### **Year 1-2:**

1. The Hills will pay no yearly lease to the park for the use of land.
2. 10% of major event profits will be donated back to the BCVRPD Foundation for use of land. (Over 300 entries qualify as major event).

This period is for building the facilities while repaying our investors.

##### **Year 2-5:**

1. The Hills will pay \$1,500 monthly for use of the land.
2. 10% of major event profits will be donated back to the BCVRPD Foundation for use of land. (Over 300 entries qualify as major event).

This period will provide monthly lease back to the park.

##### **Year 6-10: (Renegotiable)**

1. The Hills will pay \$1,500 monthly for use of the land.
2. 10% of major event profits will be donated back to the BCVRPD Foundation for use of land. (Over 300 entries qualify as major event).

This period will provide monthly lease back to the park.

If each track holds 3 major events per year as planned, this would be a rough estimate of the return depending on how much help we receive in growing the complex.

<b>Package A Return (10 years)</b>			
Monthly Lease Only-	\$144,000	\$144,000	\$144,000
Just for providing land- 10%	\$136,500		
If restrooms provided- 15%		\$204,750	
If campspots provided- 20%			\$273,000
Total return over 10 years-	\$280,500	\$348,750	\$417,000
<b>Package B Return (10 years)</b>			
Monthly Lease Only-	\$144,000		
Just for providing land- 10%	\$136,500		
Total return over 10 years-	\$280,500		

# February

THE HILLS RACEPARK – BMX (EVENTS/DAILY HOURS OF OPERATION)



2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 BMX OPEN TRACK 4PM-8PM	2 BMX CLOSED	3 BMX SPECIAL FRIDAY NIGHT LIGHTS RACE 5PM-8PM	4 BMX FREE RIDE FOR NEW RIDERS 11AM-5PM
5 PUMP TRACK – STRIDER RACE (-6 UNDER) 11AM-1PM BMX OPEN TRACK 10AM-2PM	6 BMX CLOSED	7 BMX CLOSED	8 BMX OPEN TRACK 4PM-8PM	9 BMX CLOSED	10 BMX OPEN TRACK 4PM-8PM	11 BMX STANDARD RACE 12PM-4PM
12 BMX OPEN TRACK 10AM-2PM	13 BMX CLOSED	14 BMX CLOSED	15 BMX OPEN TRACK 4PM-8PM	16 BMX CLOSED	17 BMX OPEN TRACK 4PM-8PM	18 BMX STANDARD RACE 12PM-4PM
19 PUMP TRACK – STRIDER RACE (-6 UNDER) 11AM-1PM BMX OPEN TRACK 10AM-2PM	20 BMX CLOSED	21 BMX CLOSED	22 BMX OPEN TRACK 4PM-8PM	23 BMX CLOSED	24 BMX OPEN TRACK 4PM-8PM	25 BMX STANDARD RACE 12PM-4PM
26 BMX RIDER APPRECIATION OPEN TRACK FREE ENTRY - LUNCH	27 BMX CLOSED	28 BMX CLOSED				

# February

THE HILLS RACEPARK - RC (EVENTS/DAILY HOURS OF OPERATION)



2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 OPEN PRACTICE 4PM-8PM	2 TRACK CLOSED	3 OPEN PRACTICE 4PM-9PM	4 STANDARD CLUB RACE 10AM-6PM		
	5 TRACK CLOSED	6 TRACK CLOSED	7 OPEN PRACTICE 4PM-8PM	8 TRACK CLOSED	9 SPECIAL FRIDAY NIGHT LIGHTS RACE 4PM-12PM 125 ENTRIES	10 OPEN PRACTICE FOR NEW DRIVERS (TEST CARS AVAIL.) 11AM-5PM OPEN TRACK FOR DRIVERS WILLING TO TEACH/HELP.
	12 OPEN PRACTICE 10AM-5PM	13 TRACK CLOSED	14 OPEN PRACTICE 4PM-8PM	15 TRACK CLOSED	16 OPEN PRACTICE 4PM-9PM	17 STANDARD CLUB RACE 10AM-6PM
	19 TRACK CLOSED	20 TRACK CLOSED	21 OPEN PRACTICE 4PM-8PM	22 TRACK CLOSED	23 OPEN PRACTICE 4PM-9PM	24 OPEN PRACTICE 4PM-9PM
	26 SUNDAY FUNDAY EVENT 10AM-6PM FREE LUNCH 125 ENTRIES	27 TRACK CLOSED	28 TRACK CLOSED			25 OPEN PRACTICE 4PM-9PM



Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 5/31/2023

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 25,490.77	\$ 512,290.82	\$ 512,453.19	\$ 25,653.14	
2 Bank of Hemet - Payroll Account	\$ 3,024.40	\$ 105,848.92	\$ 150,000.00	\$ 47,175.48	
3 Bank of Hemet - Project Loan	\$ 3,371.52			\$ 3,371.52	
4 Bank of Hemet - Bogart	\$ 1,773.52	\$ 81,430.72	\$ 90,426.00	\$ 10,768.80	
5 Bank of Hemet MM	\$ 211,141.42		\$ 7,518.96	\$ 218,660.38	7,500 Monthly Deposits for loan payment 11/2021
6 Bank of Hemet - Reserve Fund	\$ 169,111.88		\$ 5,013.11	\$ 174,124.99	
7 Bank of Hemet - Quimby/DIF	\$ 63,281.35	\$ 55,000.00	\$ 75,938.03	\$ 84,219.38	
9 Riverside County Fund	\$ 331,179.39	\$ 300,000.00	\$ 261,306.87	\$ 292,486.26	
10	\$ 808,374.25	\$ 1,054,570.46	\$ 1,102,656.16	\$ 856,459.95	
11 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 113,690.42		\$ 5,000.00	\$ 118,690.42	NOT to be USED
13 Capital Reserve	\$ 55,421.46		\$ 13.11	\$ 55,434.57	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 169,111.88	\$ -	\$ 5,013.11	\$ 174,124.99	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

**Bank Account Balance**

As of 5/31/2023

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 Bank of Hemet	\$ 51,368.88	\$ 18,252.12	\$ 44,823.80	\$ 77,940.56	

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Operating**  
**May 2023**

Type	Date	Num	Name	Memo	Amount
<b>10005 - Bank of Hemet - Operating</b>					
Check	05/01/2023	125774	Dan Hughes	Director Fees - April 2023	-600.00
General Journal	05/01/2023	Tran0501231		Transfer to Bogart for Bills	-10,000.00
Check	05/01/2023	NL05012023	Clover	Monthly Equipment Rental	-154.85
Bill Pmt -Check	05/02/2023	125775	Bay Alarm Company	Monthly Alarm Service	-159.00
Bill Pmt -Check	05/02/2023	125776	MRC Smart Technology Solutions	Ortlly Copier Contract coverage	-71.66
Bill Pmt -Check	05/02/2023	125777	Slugg Bugg Pest Control	Bimonthly Pest Control	-745.00
Bill Pmt -Check	05/02/2023	125778	Star Pro Security Patrol Inc.	One unarmed officer 8hr/5day - 04/17/2023 - 04/23/2023	-1,280.00
Bill Pmt -Check	05/02/2023	125779	Yucaipa Urgent Care Center	Employee Medical Exams - Flores, Scarlett & Williams, Zachary	-250.00
Check	05/02/2023	125780	Michael Aldrich	Director Fees - April 2023	-619.52
Check	05/02/2023	125781	Jessica Warrick	Payroll Period 4/10/2023 - 4/23/2023	-1,760.00
Bill Pmt -Check	05/02/2023	53917804712	The Home Depot	Repair to FS/6 Restrooms, Shop tools, Maintenance shop Deadbolt Fishing Derby supplies	-816.53
Check	05/02/2023	DB0502023	The Sand Trap Bar & Grill	Bus. Meal - Duane Burk, Mickey Valdivia & BR	-55.20
Check	05/02/2023	AZ05022023	Department of Fish and Wildlife	Fish and Wildlife - Out of State - fishing license	-61.75
Check	05/03/2023	125782	Petty Cash	Cinco De Mayo - Petty cash	-1,100.00
Check	05/03/2023	DB05032023	La Volata	Bus. Meal - Duane Burk, Sponsors - Golf Tournament	-434.30
Check	05/03/2023	Unknown	Amazon.com	Table Cloths - Cinco de Mayo	-329.64
Check	05/03/2023	Fees	EPX	Fees - Credit Card Machine	-106.84
Check	05/04/2023	125784	Mira Baya	Cinco De Mayo - Balloon Tower - Event Decor	-230.40
Check	05/04/2023	125785	Hamed Ali Alrahmaneh	Refundable Security Deposit - Hamed Ali Alrahmaneh - 04/29/2023 - Grange	-500.00
Check	05/04/2023	125786	daisy Melgar	Refundable Security Deposit - Daisy Melgar - 04/01/2023 - NCCC	-400.00
Check	05/04/2023	125787	Taylor McCafferty	Cinco De Mayo - Paint Supplies - TACO Sign - Walmart	-70.92
Check	05/04/2023	FB05032023	Beaumont Chamber of Commerce	Beaumont Chamber Breakfast - (6) Attendees	-150.00
Bill Pmt -Check	05/04/2023	125788	Bay Alarm Company	Monthly Alarm Service	-65.00
Bill Pmt -Check	05/04/2023	125789	Best Best & Krieger	Legal Fees: General, Real Estate & Labor & Employment	-2,407.10
Bill Pmt -Check	05/04/2023	125790	Blue Shield	Employee - Dental Insurance	-591.80
Bill Pmt -Check	05/04/2023	125791	Cherry Valley Nursery	Arbor Day Supplies - Soil booster, black rubber, stakes, and tablets agriform	-1,058.36
Bill Pmt -Check	05/04/2023	125792	Department of Justice	Employee - Finger printing - Flores, Scarlett, Williams, Zachary & Valdivia Mickey	-143.00
Bill Pmt -Check	05/04/2023	125793	Diamond Environmental Services	Portable Restrooms at Field #1 (Extra Service charge)	-60.00

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant  
Bank of Hemet - Operating  
May 2023**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	05/04/2023	125794	Gail Materials	Pro Gold Infield Mix - Clay for Fields	-1,435.74
Bill Pmt -Check	05/04/2023	125795	Oak Valley Florist	Get Well Basket - Lisa Hughes	-118.47
Bill Pmt -Check	05/04/2023	125796	Safety Compliance Company	Safety Meeting 03/30/2023 Topic: Hand Held Training	-250.00
Bill Pmt -Check	05/04/2023	125797	Simpliot Partners Palm Desert	Round-up/Herbicide for Grounds	-2,926.13
Bill Pmt -Check	05/04/2023	125798	Smith's Desert Carpet Cleaning	Cleaned Reception Area, Hall (3) Offices	-466.90
Bill Pmt -Check	05/04/2023	125799	Star Pro Security Patrol Inc.	One unarmed officer 8hr/5day - 04/10/2023 - 04/30/2023	-2,560.00
Bill Pmt -Check	05/05/2023	125800	Castillo Party Rentals	Cinco de Mayo - 20 x 30 Event Tent (2)	-580.00
Check	05/05/2023	125801	Javier E. Cota	Adult Softball Umpire	-240.00
Check	05/05/2023	125802	Michael Ruffolo	Adult Softball Umpire	-240.00
Bill Pmt -Check	05/05/2023	6004516363	SCE (700005100729)	Utilities - Electric - Grange, Snack Bar, Maintenance, Woman's Club & NCCC	-3,111.55
Bill Pmt -Check	05/05/2023	6004516360	SCE (700194594370)	Utilities - Electric - Caretaker	-262.95
Bill Pmt -Check	05/05/2023	6004516365	SCE (700492933735)	Utilities - Electric - Field #1 - 4	-277.95
Bill Pmt -Check	05/05/2023	6004516367	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel)	-251.35
Bill Pmt -Check	05/05/2023	6004516364	SCE (700518137163)	Utilities - Electric - RV Park	-1,999.61
Bill Pmt -Check	05/05/2023	6004516362	SCE (700593589625)	Utilities - Electric - General Electricity & Thunder Alley	-1,433.41
Bill Pmt -Check	05/05/2023	6004516366	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Arena & Field 5/6	-548.92
Bill Pmt -Check	05/05/2023	05052023	Rosalind Otero	Unfunded Health Payment	-133.81
Check	05/05/2023	DV05052023	La Surtidora II	Cinco De Mayo - Mexican Candy for Event	-131.86
Check	05/05/2023	DV05052024	Costco	Cinco De Mayo - Water for Employees	-23.96
Check	05/05/2023	DV552023	Walmart	Cinco De Mayo - Soccer Ball, Ez up(2)	-120.55
Check	05/06/2023	AM05062023	Chevron	Ice - Cinco de Mayo	-22.90
Check	05/08/2023	NL05082023	HP Store	Insta Ink - Finance Printer	-12.92
Bill Pmt -Check	05/08/2023	05082023	Nextiva	Monthly Telephone Service	-354.11
Check	05/08/2023	FEE	Exact	Service Fee - Kiosk Bogart	-24.99
Check	05/09/2023	125803	Esmeralda Acosta Arguelles	Cinco De Mayo - Entertainment - Los Viejones Del Rancho	-1,000.00
Check	05/09/2023	125804	Amber Abasolo	Roverpass Camping Refund - 06/16/2023-06/19/2023 -	-111.39
General Journal	05/10/2023	Tran 510231		Transfer to Operating for Capital Improvement Bills	25,000.00
General Journal	05/10/2023	Tran 510232		Transfer to Payroll for PR 05/12/2023	-15,000.00
General Journal	05/10/2023	Tran 510233		Transfer to Bogart for Bills	-5,000.00
Check	05/10/2023	DB05102023	Ramonas	Bus. Meal - Duane Burk, Grand American Builders, Mark Bogh - Bogart Flag Pole	-129.95

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Operating**  
**May 2023**

Type	Date	Num	Name	Memo	Amount
Check	05/10/2023	DB05102023	Jakes Bistro	Bus. Meal - Project Planning F#1Festroom - Duane Burk, Grand American Builders, Masonry Design,...	-110.58
Check	05/11/2023	125805	Duane Burk	Perdium/Mileage - 2023 CARPD Conference (Burk, Duane)	-759.99
Check	05/11/2023	125806	Michael Ruffolo	Adult Softball Umpire	-120.00
Check	05/11/2023	125807	Javier E. Cota	Adult Softball Umpire	-180.00
Check	05/11/2023	125808	Anthony Tony Gipson	Adult Softball Umpire	-60.00
Check	05/11/2023	125809	Damon Valdivia	Mileage - 118 @ .655 - Circo de Mayo Shopping/Signage	-77.29
Bill Pmt -Check	05/11/2023	125810	Grand American Builders, Inc.	Project management, provide direction, scheduling, materials ordering, pick up and delivery, meet with sub-contractors, Secure fencing at tennis court due to soccer players, install signage at NCRP , Install Yellow fencing cap on Field #1 & 3	-5,268.80
Bill Pmt -Check	05/11/2023	1002365520	CalPers	Employee - Health Insurance	-5,387.07
Bill Pmt -Check	05/11/2023	2365522-524	CalPers	Employee - Retirement	-6,725.10
Bill Pmt -Check	05/11/2023	p236TTMMG6	Frontier (9518455721) G	Monthly Wifi Service - Grange	-136.76
Bill Pmt -Check	05/11/2023	p236H6KCGP	Frontier (9518459910) WC	Monthly Wifi Service - Woman's Club	-136.76
Check	05/11/2023	NH05112023	Jon's Flags & Poles	Bogart Flag Pole - Supplies/ Poles	-696.65
General Journal	05/12/2023	Tran 512232		Transfer to Payroll for Additional Payroll 5/12/2023	-5,000.00
Check	05/12/2023	AZ05122023	Progressive Graphics	Fun Run Shirt Balance	-424.13
Check	05/15/2023	DB05152023	The Sand Trap Bar & Grill	Bus. Meal - Duane Burk, Mickey Valdivia	-22.24
Check	05/16/2023	125811	Cornerstone BBQ	Cinco De Mayo - Taco Vouchers (126) - Cornerstone BBQ	-384.00
Check	05/16/2023	125812	Juan Manuel Michel	Cinco De Mayo - Taco Vouchers (66)	-198.00
Check	05/16/2023	125813	Frijoles	Cinco De Mayo - Taco Vouchers (129) - Frijoles	-369.00
Check	05/16/2023	125814	Norma Baltazar	Cinco De Mayo - Taco Vouchers (120) - TU Tacos	-360.00
Check	05/16/2023	125815	Ay Tacos	Cinco De Mayo - Taco Vouchers (64) - Ay Tacos	-192.00
Check	05/16/2023	125816	Taqueria Nueva Generacion	Cinco De Mayo - Taco Vouchers (213) - TNG	-639.00
Bill Pmt -Check	05/16/2023	BH03596756	UMPQUA Bank	Bus. Meals, Website/Portal, CARPD Conference Registration (Burk, Duane), CPRS Membership Renewal (Law, Nancy), Postage, Valley Wide Golf Tournament food/Drinks, Sirius XM Radio Traverse	-4,510.48
Check	05/17/2023	AF05112023	Walmart	Nick Hughes Birthday Gift - 05/11/2023	-49.11
Check	05/17/2023	LA04082023	Stater Bros	CAPRI Forms Meeting - Ryann Flores 05/08/2023	-26.82
Check	05/17/2023	RF05082023	Stater Bros	CAPRI Forms Meeting - Ryann Flores 05/08/2023	-44.98
Check	05/17/2023	RF05092023	Stater Bros	James Hughes 18th Year of Employment	-59.95
Check	05/17/2023	LA05112023	Stater Bros	Foundation BBQ Pit Tester - 05/11/2023	-59.24

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Operating**  
**May 2023**

Type	Date	Num	Name	Memo	Amount
Check	05/17/2023	LA051123	Stater Bros	Foundation BBQ Pit Tester Supplies - 05/11/2023	-25.83
Check	05/17/2023	LA05022023	Department of Environmental Health	Cinco De Mayo - Health Dept Food Permit	-332.00
Check	05/17/2023	LA0502023	Department of Environmental Health	Cinco De Mayo - Health Dept Food Permit - Tax for Card	-7.87
Check	05/17/2023	125817	Bonifacio Osnaya	Refunded Save the Date - Grange 05/13/2023 "Bonifacio Osnaya"	-100.00
Bill Pmt -Check	05/17/2023	VSP5172023	VSP-Vision Service Plan	Employee - Vision Insurance	-140.73
Bill Pmt -Check	05/17/2023	331464994	Colonial Life	Employee - Life Insurance	-641.25
Bill Pmt -Check	05/17/2023	222327414	ARCO Business Solutions	Monthly Gas/Fuel - Traverse (\$7,544)	-299.52
Bill Pmt -Check	05/17/2023	125818	Accorn Technology Services	Monthly IT Service, Change Order #06-20 Software Only - Fully migrate to the customers email to office 365	-3,376.00
Bill Pmt -Check	05/17/2023	125819	Awards & Specialties	(8) Two Tier Two Poster Trophy - Beaumont Youth Baseball / Softball	-304.50
Bill Pmt -Check	05/17/2023	125820	Beaumont Do it Best	Cinco De Mayo - White Ground Marking Paint - Vendor Spaces	-45.73
Bill Pmt -Check	05/17/2023	125821	BSN Sports	Yellow Fencing Cap	-458.25
Bill Pmt -Check	05/17/2023	125822	Chadrick L. Halliday	Financial Statement Audit Progress	-1,521.00
Bill Pmt -Check	05/17/2023	125823	Clean Sport, Inc.	NCRP - Trash Bags & Cleaner	-818.29
Bill Pmt -Check	05/17/2023	125824	Dutch Touch Window Cleaning	Qrtly: Pressure wash Flat Surfaces & In and Out Window Cleaning	-390.00
Bill Pmt -Check	05/17/2023	125825	Event Services, LLC	Cinco De Mayo - Temp Fence/Restrooms	-1,765.00
Bill Pmt -Check	05/17/2023	125826	Ferrallgas	Utilities - Propane	-697.19
Bill Pmt -Check	05/17/2023	125827	Frontier (2091883458) Maint	Monthly Wifi Service - Maintenance	-105.98
Bill Pmt -Check	05/17/2023	125828	Inner-City Auto Repair & Tires	Repair to Chevy Silverado - Standard Oil Change plus spark plugs/Brake pads/rotors (front)	-1,244.40
Bill Pmt -Check	05/17/2023	125829	Jani-King of California, Inc	Weekly Janitorial Service	-2,771.41
Bill Pmt -Check	05/17/2023	125830	Los Viejones Del Rancho	Cinco De Mayo - (2) Hours Band/Sound	-2,586.00
Bill Pmt -Check	05/17/2023	125831	MS Painting	Prepall Metal Door Frames/Primed all Metal(2 coats) / Cleaned and Prepped floors / Apoxeyed floors - Field #1 Restrooms	-5,200.00
Bill Pmt -Check	05/17/2023	125832	Prudential Overall Supply	Weekly Janitorial/Uniform Service	-1,327.86
Bill Pmt -Check	05/17/2023	125833	Safety Compliance Company	Safety Meeting 04/19/2023 Topic: Heat Illness	-250.00
Bill Pmt -Check	05/17/2023	125834	Turf Star, Inc.	Monthly Equipment Service - April 2023 - PM Contract (16)units - (181) hrs	-885.12
Bill Pmt -Check	05/18/2023	13269732	Wells Fargo Financial Leasing	Monthly Copier Lease	-884.66
Bill Pmt -Check	05/18/2023	2275431004	Verizon Wireless	Monthly Mobile Phone Service	-988.67
Bill Pmt -Check	05/18/2023	72006044	Waste Management of the IE	Utilities - Trash - Woman's Club	-85.11
Bill Pmt -Check	05/18/2023	72006094	Waste Management of the IE	Utilities - Trash - (40) Yard Trash Roll off Swap	-584.53
Bill Pmt -Check	05/18/2023	72006160	Waste Management of the IE	Utilities - Trash - NCRP/NCCC	-1,679.21

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Operating**  
**May 2023**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	05/18/2023	72006271	Waste Management of the IE	Utilities - Trash - Grange	-243.17
Bill Pmt -Check	05/18/2023	72006503	Waste Management of the IE	Utilities - Trash - Thunder Alley	-204.69
Bill Pmt -Check	05/18/2023	125835	Matthew Pistilli Landscape Services	Weekly Landscaping Service	-900.00
Check	05/18/2023	125836	Michael Ruffolo	Adult Softball Umpire	-120.00
Check	05/18/2023	125837	Javier E. Coia	Adult Softball Umpire	-180.00
Check	05/18/2023	125838	Anthony Tony Gipson	Adult Softball Umpire	-60.00
Check	05/19/2023	125839	Jessica Warrick	Payroll Period 4/24/2023 - 5/7/2023	-1,760.00
Bill Pmt -Check	05/19/2023	1390109	SoCalGas	Utilities - Gas - Grange	-111.57
Bill Pmt -Check	05/19/2023	105192023	Chevron	Gas/Fuel - Chevy (44,153), F150 (35,317), Traverse (57,199) & Cans/Tank	-1,292.33
Check	05/22/2023	125840	Chris Diercks.	Director Fees - May 2023	-600.00
Bill Pmt -Check	05/22/2023	p236w2c4LF	Frontier (9518455721) G	Monthly Wifi Service - Grange	-136.76
Bill Pmt -Check	05/22/2023	902560787	Office Depot	Monthly Office Supplies	-42.88
Bill Pmt -Check	05/22/2023	1420209	SoCalGas	Utilities - Gas - NCCC	-254.99
Bill Pmt -Check	05/22/2023	1002370687	CalPers	Employee - 457 Plan	-910.11
Bill Pmt -Check	05/22/2023	2370694-96	CalPers	Employee - Retirement	-6,478.71
Check	05/22/2023	DB05222023	Tenaya Lodge at Yosemite	Hotel - Conference CARPD - 5/17/2023 - 5/20/2023 - Burk, Duane	-265.74
Check	05/23/2023	125841	Jim Smith.	Gas/Fuel Reimbursement - Mailbu	-80.00
Bill Pmt -Check	05/23/2023	125842	Weaver Grading, Inc.	DTR - Grading (Hills Project)	-23,900.00
General Journal	05/24/2023	Trans524231		Transfer to Payroll for PR 5/26/2023	-45,000.00
Check	05/24/2023	125843	Ruby Camacho	RV Site #45 - 5/27/203 - 5/28/203 (Retund) Cancelled 5/23/2023	-40.00
Bill Pmt -Check	05/24/2023	125844	Matthew Pistilli Landscape Services	Weekly Landscaping Service	-1,675.00
Bill Pmt -Check	05/24/2023	125845	Blue Shield	Employee - Dental Insurance	-431.90
Bill Pmt -Check	05/24/2023	125846	David L. Taylor Appraisals	DTR - Appraisal of Land and House	-325.00
General Journal	05/24/2023	Trans524232		Transfer to Operating for Bills & Payroll	300,000.00
Check	05/25/2023	125847	Callmesa Chamber of Commerce	Scholarship Awards Tea - (3) Christian Linnermann, Lilian Averette & Nick Hughes	-90.00
General Journal	05/25/2023	Trans525231		Transfer to Payroll for PR 6/9/2023	-45,000.00
Bill Pmt -Check	05/25/2023	p236w3LMF9	Frontier (9518450886) NC	Monthly Wifi - NCCC	-125.98
Bill Pmt -Check	05/25/2023	1002374025	CalPers	Employee - 457 Plan	-638.45
Bill Pmt -Check	05/25/2023	6960016609	Ford Credit	Monthly - Ford F150 XLT Payment	-763.20
Check	05/25/2023	125848	Javier E. Coia	Adult Softball Umpire	-60.00

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Operating**  
**May 2023**

Type	Date	Num	Name	Memo	Amount
Check	05/25/2023	125849	Anthony Tony Gipson	Adult Softball Umpires	-150.00
Check	05/25/2023	125850	Michael Ruffolo	Adult Softball Umpire	-210.00
Check	05/25/2023	125851	Mailk Coleman	Adult Softball Umpire	-60.00
Check	05/25/2023	125852	Frank D. Wagner II	Adult Softball Umpire	-60.00
Check	05/26/2023	125853	Petty Cash	Replenish - Financa Petty Cash Box	-237.12
Check	05/26/2023	NL05262023	Safeguard	Operating Check Printed	-310.32
Bill Pmt -Check	05/26/2023	Ros05262023	Rosalind Otero	Unfunded Health Payment	-133.81
Check	05/26/2023	NH05262023	Department of Environmental Health	Market in the Park - May 26th, 2023 - EMERGENCY FEE	-1,301.12
Check	05/27/2023	05302023	Nextiva	Service Charge - Positive Pay	-78.00
Bill Pmt -Check	05/30/2023	CCFEES	Clover(MRCH BNKCD)	Monthly Telephone Service (extra charge)	-0.03
Check	05/30/2023	Trans531231	Anthony Tony Gipson	Credit Card Fees	-1,014.44
General Journal	05/31/2023	125854	Mailk Coleman	Transfer to Bogart for Bills	-10,000.00
Check	05/31/2023	125855	Javier E. Cota	Adult Softball Umpire	-120.00
Check	05/31/2023	125856	Michael Ruffolo	Adult Softball Umpire	-120.00
Check	05/31/2023	125857	Rebekah Simmons	Adult Softball Umpire	-90.00
Check	05/31/2023	125861		Adult Softball Umpire	-60.00
				Refundable Security Deposit - 05/12/2023 - NCCC "Simmons Wedding"	-500.00
				<b>TOTAL</b>	<b>54,410.33</b>
					<b>54,410.33</b>

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Money Market**  
**May 2023**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
10000 - Bank of Hemet - MM					
General Journal	05/25/2023	Trans525234		Transferred from Operating for Monthly Transfers	7,500.00
				TOTAL	7,500.00



**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Reserve**  
**May 2023**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
10025 - Bank of Hemet - Reserve Fund					
General Journal	05/25/2023	Trans525235		Transferred from Operating for Monthly Transfer	5,000.00
				TOTAL	5,000.00

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Quimby/DIF**  
**May 2023**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
10020 - Bank of Hemet - Quimby/DIF					
General Journal	05/10/2023	Tran 510231		Transfer to Operating for Capital Improvements	-25,000.00
General Journal	05/23/2023	Tran 523231		Transfer to Bogart for Capital Improvements	-15,000.00
General Journal	05/24/2023	Trans524232		Transfer to Bogart for Capital Improvements	-15,000.00
				<b>TOTAL</b>	<u>-55,000.00</u>
					<u><b>-55,000.00</b></u>

**Beaumont Cherry Valley Recreation & Park District**  
**Bank of Hemet - Bogart Park**  
**Check Warrant**  
**May 2023**

Type	Date	Num	Name	Memo	Amount
<b>10050 - Bank of Hemet - Bogart Park</b>					
General Journal	05/01/2023	Tran0501231			
Check	05/02/2023	05022023	Clover(MRCH BNKCD)	Transferred from Operating for Bills	10,000.00
Bill Pmt -Check	05/04/2023	5440	BCVWD 3-001	Monthly Credit Card % Fees	-133.55
Bill Pmt -Check	05/04/2023	5441	BCVWD 3-002	Utilities - Water	-60.41
Bill Pmt -Check	05/04/2023	5442	BCVWD 3-003	Utilities - Water	-36.03
Bill Pmt -Check	05/04/2023	5443	BCVWD 3-004	Utilities - Water	-174.38
Bill Pmt -Check	05/04/2023	5444	Black Canyon Trout Farm	Utilities - Water	-535.36
Bill Pmt -Check	05/04/2023	5445	Clark Pest Control	Stocking Pond 800# Rainbow Trout	-6,000.00
Bill Pmt -Check	05/04/2023	5446	EI Chicano	Weekly Pest Control	-490.00
Bill Pmt -Check	05/05/2023	5447	Mathew Pisilli Landscape Services	Notice Inviting Bids - Bogart ADA Parking Lot	-480.00
General Journal	05/10/2023	Tran 510233		Weekly Landscaping Service	-2,530.00
Bill Pmt -Check	05/11/2023	5448	Mathew Pisilli Landscape Services	Transferred from Operating for Bills	5,000.00
Bill Pmt -Check	05/11/2023	5449	Kaboo Leasing Co.	Weekly Landscaping Service	-2,434.49
Bill Pmt -Check	05/11/2023	p236H6KCS9	Frontier (9518453021) B	Bogart Flag Pole & Shade Structure - Weld & cut shade structure and pol base plate layout	-6,800.00
Check	05/12/2023	Fee	UMS/Celero Banking	Monthly Wifi Service	-105.98
Bill Pmt -Check	05/17/2023	p236TXQCCD	Frontier (9518453887) B	Monthly Credit Card Fee	-6.50
Bill Pmt -Check	05/17/2023	5450	Beaumont Safe & Lock	Monthly Wifi Service	-136.76
Bill Pmt -Check	05/17/2023	5451	MS Painting	Bogart Restrooms new Deadbolts and Rekeying	-720.77
Bill Pmt -Check	05/17/2023	5452	Redlands Yucaipa Rentals	Prep (2) trash Enclosures and Primed	-950.00
Bill Pmt -Check	05/17/2023	5453	Well Tec Services Inc.	Vibraplate Rental - Candle Light Trail (Brick Project)	-255.20
Bill Pmt -Check	05/18/2023	72006424	Waste Management of the IE	Furnish and installation of 1-15hp 460 volt VFD mounted in a Nema 4 panel with fan. Includes all necessary electrical, conduit, wire, labor and hardware to complete.	-19,843.00
Bill Pmt -Check	05/18/2023	5454	Mathew Pisilli Landscape Services	Utilities - Trash	-721.06
Bill Pmt -Check	05/22/2023	5455	Grand American Builders, Inc.	Weekly Landscaping Service	-4,090.00
Bill Pmt -Check	05/22/2023	6004972659	SCE (700558511896)	Project management, provide direction, scheduling, materials ordering, pick up and delivery, meet with sub-contractors, Layout for the new flag pole and shade cover, cut & bend reinforcement steel for the shade cover footings, clear the foundational holes, mix concrete, pour & place the concrete, set the structural steel poles for the shade cover, laser in the elevations for the structural peri-beams of the shade cover	-6,298.35
Bill Pmt -Check	05/22/2023	6004972659	SCE (700558511896)	Utilities - Electric (Bogart)	-708.88

**Beaumont Cherry Valley Recreation & Park District**  
**Check Warrant**  
**Bank of Hemet - Bogart Park**  
**May 2023**

Type	Date	Num	Name	Memo	Amount
General Journal	05/23/2023	Tran 523231		Transferred from Quimby for Capital Improvements	15,000.00
Bill Pmt -Check	05/23/2023	5456	Kaboo Leasing Co.	Finish Fabrication of Flag Pole, take to powder coaters. Set footings & bolts for flag pole, conduit for electrical panel. Cut & set post for shade structure, cut and weld roof beams & studs delivery and install	-7,800.00
General Journal	05/24/2023	Trans524232		Transferred from Quimby/DIF for Capital Improvements	15,000.00
Bill Pmt -Check	05/24/2023	5457	Masonry Design & Concrete Inc.	Bogart Regional Park Flag Pole - Digging for template, the triple mat of #5 1' O.C. each way, Concrete 3000 psi mix, tractor landing from upper level to lower level smooth ramp.	-8,000.00
Bill Pmt -Check	05/24/2023	5458	Matthew Pisillil Landscape Services	Weekly Landscaping Service	-1,120.00
Bill Pmt -Check	05/30/2023	5459	Mike's Tree Service	Removal of Trees Space #15 - Big Oak Tree/ Space #11 - Removal of Big Trunk Oak Tree	-4,500.00
General Journal	05/31/2023	Trans531231		Transfer to Bogart for Bills	10,000.00
<b>TOTAL</b>					<b>-19,930.72</b>



## **Staff Report**

Agenda Item No. **2.4**

**To:** Board of Directors  
**From:** Duane Burk, General Manager  
**Date:** June 14, 2023  
**Subject:** Flag Pole for Candlelight Trail

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### **Background and Analysis:**

January 1, 2019 the Park District acquired Bogart Regional Park from Riverside County Parks and Trails. Within Bogart Park is Candlelight trail, which many people enjoy as an exercise path to the top of the hill. The Park District Foundation along with the Beaumont Rotary Club and Beaumont Lions Club has jointly combined efforts to raise a Maritime flagpole at the top of Candlelight Hill. Additionally, individual bricks are being offered to the community for purchase to be placed throughout the trail and at the base of the flagpole.

The Flag pole is thirty two feet tall and the flag will hover twelve feet above the structure the two additional flags one will be placed appropriately below in a Maritime placement. The footing is ten feet long, eight feet wide, and four and a half feet deep with three mats of number five rebar tied into the existing concrete slabs. A sixteen by sixteen pavilion will house the solar and battery system along with a seating area for the public to enjoy.

### **Fiscal Impact:**

Unknown, future fund raising can be forever. Donation from Beaumont Rotary 3000.00 and brick sales continues.

### **Recommendations:**

Staff recommends approval of continued construction work on the project and to continue sales of future bricks and fund raising



**Staff Report**

Agenda Item No. **3.1**

**To:** Board of Directors:

**From:** Nancy Law, Executive Assistant

**Via:** Duane Burk, General Manager

**Date:** June 14<sup>th</sup>, 2023

**Subject:** Approval of Lowest Bidder for Bogart Regional Park ADA Project

**Background and Analysis:**

On September 8<sup>th</sup>, 2021 the Beaumont-Cherry Valley Recreation and Park District Board authorized staff to submit a grant application in the amount of \$150,000.00 for the ADA Parking Lot Improvements at Bogart Regional Park to Housing and Urban Development (HUD) through Riverside County Economic Development Agency (EDA).

On July 13<sup>th</sup>, 2022 the Board approved the awarded notice from that application in the amount of \$58,266.00.

On May 2<sup>nd</sup>, 203 staff held a Zoom/in person Bid Opening and received five (5) Bids all were in compliance to the requirements of the Bid Opening package. Bids were as follows:

- |                                             |              |
|---------------------------------------------|--------------|
| 1. Jergensen Concrete Inc.                  | \$130,139.00 |
| 2. Weaver Grading                           | \$86,400.00  |
| 3. LC Paving & Sealing, Inc.                | \$120,044.80 |
| 4. Three Peaks Corp.                        | \$368,734.95 |
| 5. Roadway Engineering & Construction Corp. | \$127,922.00 |

Subsequently, staff and our Representative from (EDA) reviewed the bids and recommends Weaver Grading as the lowest responsive and responsible bidder.


**Recommendations:**

Staff recommends that the Board award Bogart Regional Park ADA Parking Lot Improvements to the lowest responsible bidder Weaver Grading and issue the letter of intent and Bid Contract.

**Fiscal Impact:**

The impact will be to the General Fund of \$86,400.00 plus engineering with a return of \$58,266.00 in grant funding. Overall net impact to account will be \$28,134.00.

Respectfully Submitted,



Nancy Law  
Executive Assistant



## **Construction Contract**

This Contract is made and entered into this 14th day of June , 2023, by and between the Beaumont-Cherry Valley Recreation and Park DISTRICT (“DISTRICT”) and Weaver Graving (the “Contractor”). For performance of the following public work of improvement, Bogart Regional Park ADA Parking Lot Improvements (the “Project” or the “Work”), which shall be performed in accordance with all plans, specifications and other contract documents attached to or incorporated into this Contract.

### **Section 1 – Scope**

1.1 Contractor shall furnish all necessary management, supervision, labor, material, tools, supplies, equipment, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

- a. Provide all necessary aspects of this project including but not limited to mobilization, demolition, regrading and compacting, paving, curb, sidewalk, railing, wheel stops, striping & signage.

Without limiting the foregoing description, Contractor’s scope of work includes, but is not limited to, the following:

- Submit all required samples, product data, certificates, operating and maintenance instructions, guarantees, and other submittals not later than five (5) days after the date DISTRICT issues a Notice to Proceed.
- Obtain all necessary permits and approvals for the work.
- Protect all materials to be used in the work in accordance with the specifications.
- Protect existing facilities and personal property.
- Attend a preconstruction conference with DISTRICT to discuss schedule, access, sequence of work, and other issues.
- Prepare and submit a written daily activity report to DISTRICT for each day on which work is performed, including weekends and holidays, when worked, and

submit the reports to DISTRICT no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.

- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- Coordinate with owner-scheduled events.
- The Contract is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

1.2 The following documents shall be referred to collectively as the “Contract Documents,” each of which is incorporated into and made part of this Contract by reference:

- Approved and fully executed change orders
- Addenda (if any)
- Federal Provisions and Requirements
- Special Conditions (if applicable)
- Technical Specifications
- Plans and Drawings
- Contract
- Notice Inviting Bids
- Information to Bidders
- Contractor’s Bid Forms and Addenda
- Post Contract Award Forms
- Public Works Contractor Registration Certification
- List of Subcontractors
- Payment and Performance Bonds (if required)
- DISTRICT, “Standard Specifications and Drawings,” as last revised
- Standard Specifications for Public Works Construction “Greenbook”, latest edition, except Sections -9
- Applicable local Agency Standards and Specifications, as last revised.
- Any other documents contained in or incorporated into Contract



- 1.3 The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the order set forth above.
- 1.4 Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

## **Section 2 – Price**

- 2.1. DISTRICT agrees to pay, and Contractor agrees to accept, the sum of Eighty Six Thousand four hundred and 00/100 Dollars (\$86,400.00) (the “Contract Price”) subject to adjustments for changes in the work as may be directed in writing by DISTRICT, as payment in full for the work. Work to be done at unit prices will be paid based on actual quantities for work performed and accepted.
- 2.2. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. DISTRICT shall make payment within thirty (30) days of receipt of an undisputed payment application, less five percent (5%) retention.
- 2.3. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the DISTRICT to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.
- 2.4. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to DISTRICT, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in the Civil Code Sections 8132, 8134, 8136 and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

## **Section 3 – Time**

- 3.1. Contractor shall complete the Project no later than forty five (45) calendar days following DISTRICT’s issuance of the Notice to Proceed (the “Contract Time”).
- 3.2. Time is of the essence of this Contract

- 3.3. Contractor shall provide DISTRICT with scheduling information in a form acceptable to DISTRICT, including any changes made by DISTRICT in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.
- 3.4. If Contractor fails to complete the Project within the Contract Time, DISTRICT will sustain damage. It is and will be impracticable to determine the actual damage which DISTRICT will sustain in the event of and by reason of such delay, therefore Contractor will pay the DISTRICT \$500.00 for each and every calendar day beyond the time prescribed to complete the work; Contractor agrees that DISTRICT may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.
- 3.5. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, DISTRICT shall have the right to extend the Contract Time or not, as may seem best to serve the interest of DISTRICT; and if it decides to extend Contract Time, DISTRICT shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract the accrue during the period of such extension.
- 3.6. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, fright embargoes, and usually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within three (3) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. DISTRICT shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.
- 3.7. In the event that Contractor's work is delayed for any reason, including acts of DISTRICT, Contractor's sole remedy shall be an extension of time equal to the period of delay, provided Contractor has given DISTRICT written notice of the commencement of delay within three (3) days of its occurrence.

#### **Section 4 – Labor**

- 4.1. The Contractor shall perform all work during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise specified in the special Provisions or authorized by DISTRICT in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from DISTRICT. The

request must be received at least two (2) working days in advance of any work. No work will be allowed on DISTRICT holidays except in the case of an emergency. A listing of DISTRICT holidays is on file in the office of DISTRICT. If Contractor requests overtime work in which DISTRICT will incur costs, Contractor shall be responsible for payment of DISTRICT's costs incurred in connection with the overtime work. DISTRICT will invoice the Contractor at time and one half to cover the costs incurred. If contractor does not pay the invoice within (10) days, DISTRICT may deduct the amount billed from other payments to become due to Contractor under the Contract.

4.2. The Contract is subject to California Labor Code Sections 1720 and following, and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the work. Pursuant to the provisions of Section 1770 of the California Labor Code, DISTRICT has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in DISTRICT, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of DISTRICT, and shall be made available for viewing to any interested party upon request. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. The Contractor and each subcontractor shall forfeit as a penalty to DISTRICT not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each work was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

4.3. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10) day period, the contractor shall, as a penalty to DISTRICT, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

4.4. In accordance with Labor Code section 1771., the Contractor and each subcontract shall furnish the certified payroll records directly to the Department of Industrial

Relations (DIR) on a weekly basis and in the format prescribed by the DIR, may include electronic submission, Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- 4.5. Pursuant to Labor Code section 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in the Labor Code sections 1725.5 and 1771.1.
- 4.6. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator or Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- 4.7. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.
- 4.8. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

*"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."*

4.9. Contractor shall submit to DISTRICT, in advance of excavation five feet or in depth and an estimated expenditure in excess of twenty five thousand dollars (\$25,000), a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the Owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to the Owner the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

4.10. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

## **Section 5 – Changes in Work**

5.1. Contractor shall make no changes in the work without written direction from the DISTRICT. Contractor shall not be compensated for any change made without DISTRICT's written direction. No changes in the work covered by this contract shall exonerate any surety or any bond given in connection with this Contract. Owner may reject materials or work that does not meet the requirements of the Contract Documents. If Owner does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to Owner. The Contractor may request consideration of substitute materials; Owner's approval of any substitution will be at the Owner's sole discretion.

5.2. If DISTRICT directs the Contractor in writing to make changes in the work that materially affect the cost of performance the work, the Contract Price will be adjusted based on one of the following:

- i. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the Changed work;
- ii. By a combination of existing and new unit prices and related quantities for the changed work;
- iii. Time and Materials, calculated as set forth in Section 6.3 below; or
- iv. By mutual acceptance of a lump sum.

5.3. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

5.3.1. Labor: Contractor will be paid cost of labor or workers used in actual and direct performance of extra work including only:

- i. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
- ii. Labor Surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined above, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra or changed work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

5.3.2. Material: Only materials furnished by Contractor and necessarily used in performance of extra work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

- i. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to DISTRICT notwithstanding fact that such discount may not have been taken
- ii. For materials salvaged upon completion of extra work, salvage value of materials shall be deducted from cost, less discounts, of materials.
- iii. If DISTRICT determines that cost of a material is excessive, then cost of material shall be deemed to be lowest reasonably available wholesale price

at which material is available in quantities concerned delivered to Site, less any discounts described in (a), above.

5.3.3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation Official equipment rental rate schedule which is in effect on date upon which extra work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor or Subcontractor owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

- i. For rented equipment, payment will be made based on actual rental invoices. Equipment on extra work shall be of proper size and type.
- ii. T of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by DISTRICT. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- iii. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.

5.3.4. Work Performed by Special Forces or Other Special Services: When DISTRICT and Contractor, by agreement, determine that special service or item of extra work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra work item may be performed by specialist. Invoices for service or item of extra work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. IN those instances wherein Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist

invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5.3.5. Overhead Defined The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings; field drawings, shop drawings, etc. , including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; small tools, incidentals and consumables; Temporary on-site facilities (offices, telephones, plumbing, electrical power, lighting platforms, fencing and water) Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental work; related warranties.

5.3.6. Overhead for Time and Materials For work Contractor performs on Time and Materials as DISTRICT's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

- i. Overhead and profit on labor shall be fifteen percent (15%)
- ii. Overhead and profit on materials shall be fifteen percent (15%)
- iii. Overhead and profit on equipment rental shall be ten percent (10%)
- iv. When work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractor's total costs of extra work. First tier Subcontractor's markup on its work shall not exceed fifteen percent (15%)
- v. When extra work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier Subcontractor's total costs of extra work. Contractor and first tier Subcontractor and lower tier Subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.



- vi. Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.
- vii. On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
- viii. The markup shall include profit, small tools, cleanup, supervision, warranties, and cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

5.4. If DISTRICT directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the work, DISTRICT will make a reasonable adjustment to the Contract Time.

## **Section 6 – Claims and Disputes**

6.1. If any dispute shall arise between DISTRICT and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to DISTRICT within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the tree (3)-day period constitutes and agreement by Contractor that it will receive no extra compensation for the disputed work.

6.2. All public works claims between the Contractor and DISTRICT shall be resolved pursuant to the procedures set forth in Public Contract Code Section 9204. DISTRICT will provide a written response to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim, unless the parties mutually agree to extend the time for response. If DISTRICT does not respond within the 45 day time period, or as extended by mutual agreement, the claim shall be deemed rejected in it's entirely.

6.3. If the Contractor disputes DISTRICT's response, or if DISTRICT fails to respond within the statutory time period(s), the Contractor may so notify DISTRICT within 15 days of the receipt of the response or the failure to respond and demand an informal conference to meet and confer for settlement. Upon such demand DISTRICT shall schedule a meet and confer conference within 30 days.

- 6.4. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, DISTRICT shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any portion of the claim that remains in dispute shall be submitted to nonbinding mediation. The selection of the mediator shall be in accordance with Public Contract Code section 9204 and DISTRICT and the Contractor shall equally share the associated mediator fees. Each party will be responsible for its own attorney's fees and other costs.
- 6.5. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by DISTRICT, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.
- 6.6. Notwithstanding any other provisions herein, claims of \$375,000 or less shall be resolved in accordance with the procedures set forth in Section 20104 et seq. of the Public Contract Code.
- 6.7. In addition to any and all requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against DISTRICT. Such Government Code claims and any subsequent lawsuit based up on the Government code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against DISTRICT.
- 6.8. Pursuant to Public Contract Code Section 9201, DISTRICT shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

## **Section 7 - Inspection and Protection of Work**

- 7.1. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by DISTRICT.
- 7.2. Contractor shall make the work accessible at all reasonable times for inspection by DISTRICT. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and

give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by DISTRICT

7.3. When the work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, DISTRICT shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the work has been completed in accordance with Contract Documents, including all change orders and all interpretations and instructions previously issued.

## **Section 8 – Assignment and Subcontracting**

8.1. Contractor shall give personal attention to the performance of the Contract and shall keep the work under its control.

8.2. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

8.3. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

8.4. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to DISTRICT, the subcontractor shall be removed immediately on the requisition of DISTRICT and shall not again be employed on the work.

8.5. Contractor may not assign performance of the Contract may not be assigned except upon written consent of DISTRICT.

## **Section 9 – Termination**

- 9.1. Should Contractor fail within seven (7) calendar days from receipt of DISTRICT's written notice to correct any default, including but not limited to failure perform the work in accordance with the Contract Documents, failure to comply with the directions of DISTRICT, or failure pay its creditors, DISTRICT may terminate this Contract. Following a termination for default, DISTRICT shall have the right to take whatever steps it deems necessary to correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of DISTRICT's corrective action, including reasonable overhead, profit and attorneys' fees.
- 9.2. DISTRICT at any time terminate the Contract at DISTRICT's convenience upon five days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to DISTRICT's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the work performed for overhead and profit. Contractor shall not be entitled to any claim or lien against DISTRICT for any additional compensation or damages in the event of such termination.
- 9.3. If DISTRICT terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

## **Section 10 – Hold Harmless and Indemnification**

- 10.1. Contractor shall indemnify and hold harmless the DISTRICT, the County of Riverside ("COUNTY"), their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as indemnitees) from any liability whatsoever, based on asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives under the Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the indemnitees in any claim or action based upon such alleged acts or omissions.
- 10.2. With respect of any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and

shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to indemnitees as set forth herein.

10.3. Contractor's obligation to COUNTY hereunder shall be satisfied with Contractor has provided the COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the indemnitees to the fullest extent allowed by law.

## **Section 11 – Bonds and Insurance**

### 11.1. Bonds

11.2.1 Within ten (10) days after being notified of the award of the contract, and before DISTRICT will execute the agreement for construction, the Contractor to whom the Contract is awarded shall furnish and file with DISTRICT Performance and Payment Surety bonds as set forth below.

11.2.2 Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, " authorized to do business in the State of California and acceptable to DISTRICT conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

### 11.2. Insurance

#### 11.2.1 *General*

Without limiting or diminishing the Contractor's obligation to indemnify or hold the DISTRICT and COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of the Agreement. As respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

### 11.2.2 *Workers' Compensation*

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT and the County of Riverside.

### 11.2.3 *Commercial General Liability*

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the DISTRICT and COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### 11.2.4 *Vehicle Liability*

*If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$5,000,000 per accident for bodily injury and property damage.*

### 11.2.5 *General Insurance Provisions – All Lines*

*Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than VIII (PHS) 100 to 250 (\$ millions) unless such requirements are waived, in writing, by the DISTRICT and County Risk Managers. If the DISTRICT and County's Risk Managers waive a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.*

- i. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the DISTRICT and County Risk Managers before the commencement of operating under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the DISTRICT or

County, and at the election of the DISTRICT's or County's Risk Manager, Contractor's carries shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- ii. Contractor shall cause Contractor's insurance carrier(s) to furnish the DISTRICT and the County of Riverside with either 1) a properly executed original Certificate(s) or Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) If requested to do so orally or in writing by the DISTRICT or County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT and County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage; this Agreement may be terminated forthwith, unless the DISTRICT and county of Riverside receive, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until the DISTRICT and County have been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do on its behalf shall sign the original endorsements for each policy and Certificate of Insurance.*
- iii. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be constructed as primary insurance, and the DISTRICT's and County insurance and or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- iv. The DISTRICT and County's Reserved Rights Insurance. If, during the term of this Contract or any extension thereof, there is a material change in the scope of service; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the DISTRICT and County reserve the right to adjust the types of insurance required under this contract and the monetary limits of liability for the insurance coverage's currently required herein, if; in the DISTRICT and County

Risk Managers' reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

- v. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vi. The insurance requirements contained in this agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT and County.

#### 11.2.6 *Builder's Risk ("All Risk")*

Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in an amount not less than 100% of the Cataract value, to insure against such losses until final acceptance of the work by DISTRICT. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. DISTRICT, its directors, officers, employees, and authorized volunteers shall be named loss payee on any such policy. The making of progress payments to the Contractor shall not be constructed as creating an insurable interest by or for DISTRICT or be construed as relieving that Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by DISTRICT. The contractor shall provide a certificate evidencing this coverage before commencing performance of the work.

- i. The name insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and DISTRICT, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the work following acceptance by DISTRICT.
- ii. Policy shall be provided for replacement value on all "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include:
  - a. Coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications.
  - b. Coverage against machinery accidents and operational testing.
  - c. Coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project.
  - d. Transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item.



- e. Coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site. Such insurance shall be on a form acceptable to DISTRICT to ensure adequacy and sublimit.

#### 11.2.7 *Reporting Requirements*

Contractor shall report to DISTRICT, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the work under this Contract.

### **Section 12 – Warranty**

12.1. Contractor warrants to DISTRICT that all materials and equipment furnished shall be new, free from faults and defects and of good quality. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one (1) year.

12.2. This section shall not limit DISTRICT's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. DISTRICT specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure Section 337.15.

### **Section 13 – Compliance with State Storm Water Permit**

13.1. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges. Associated with Construction Activity (Permit), including any amendment or renewal thereof, and with the lawful requirements of any local agency having jurisdiction over the location where the work is to be conducted, regarding discharges of storm water to separate storm drain systems or watercourses. DISTRICT additionally reserves the right to hire additional contractors to maintain compliance at the work site. Whether Contractor has adequately maintained compliance with the Permit shall be DISTRICT's sole determination. Any costs incurred by DISTRICT in procuring coverage under the Permit, or drafting and/or implementing a SWPPP for the work site shall be paid by Contractor.

### **Section 14 – Laws to be Observed**

- 14.1. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed it he work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- 14.2. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify DISTRICT, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by DISTRICT's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order of decree, Contractor shall promptly report the same to DISTRICT in writing.
- 14.3. This Contract shall be governed by and construed in accordance with the laws of the State of California.

## **Section 15 – Utilities at the Work Site**

### **15.1. Existing Utilities**

- 15.2.1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.
- 15.2.2. Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.
- 15.2.3. If Contractor while performing the Work discovers utility facilities not identified in the Contract Documents, Contract shall immediately notify DISTRICT and the utility owner. DISTRICT shall arrange the removal, relocation, or

protection of existing main or trunk line utility facilities located at the site of the work but not identified in the Contract.

- 15.2.4. If the Contractor is required to locate, repair damage not due to Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under **Section 5 – Changes in Work** of this Contract including payment for equipment on the project necessarily idled during such work.
- 15.2.5. Contractor will not be entitled to damages or additional payment for delay caused solely by the failure of DISTRICT, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents, except for equipment necessarily idled during such work.
- 15.2.6. Contractor shall not be assessed liquidated damages for delay in completing the work solely attributable to the failure of DISTRICT, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy.
- 15.2.7. The right is reserved by DISTRICT and the owners of facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.
- 15.2.8. Attention is directed to the possible existence of underground facilities not known to DISTRICT, or in a location different from that which is shown on the plans or in the Special Provisions.
- 15.2.9. The Owner will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the Owner in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

## 15.2. *Utility Locations*

- 15.2.1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked

by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

15.2.2. The locating of utilities shall be in conformance with Government Code Section 4216 except the Owner's utilities located on the Owner's property and not on public right of way.

15.2.3. Pursuant to Government Code section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than fourteen (14) calendar days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to DISTRICT written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

15.2.4. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. DISTRICT shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, and prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

15.2.5. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct any onsite meeting at a mutually agreed on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify DISTRICT in advance of this meeting.

## **Section 16 – Trenches**

### *16.1. Trenches Five Feet or More in Depth*

16.2.1. The Contractor shall submit to DISTRICT, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards forth in the Contraction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be construed to impose a tort liability on the Owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner’s review of the Contractor’s excavation plan is only for general conformance to the Construction Safety Orders.

16.2.2. Prior to commencing any excavation, the Contractor shall designate in writing to DISTRICT the “competent person(s)” with the authority and responsibilities designated in the Construction Safety Orders.

### *16.2. Excavations Deeper than Four Feet*

16.2.1. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify DISTRICT, in writing, of any:

- i. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, this is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.
- ii. Subsurface or latent physical conditions at the site differing from those indicated by information made available to bidders prior to the deadline for submitting bids.
- iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

16.2.2. DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance

of any part of the work shall issue a change order under the procedures described in the Contract Documents.

16.2.3. In the event that a dispute arises between DISTRICT and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

### **Section 17 – Waivers of Lien**

17.1. Upon request the Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the work, and shall submit with each payment request waivers of lien from each major supplier and/or subcontractor. Sample forms to be used will be furnished by DISTRICT.

### **Section 18 – Clean Up**

18.1. Contractor will remove from the Project site all debris resulting from performance of the work no less often than daily. If contractor fails to do so, DISTRICT may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

### **Section 19 – License Requirement**

19.1. Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the Classification stated in the Notice. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

### **Section 20 – Special Federal Requirements**

20.1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

20.2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

20.3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

**General Decision Number: CA20230025**

**Modification Number: 4**

**Date: 04/07/2023**

20.4. Section 3 Compliance: The Contractor hereby acknowledges that this federally funded project is subject to Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] and agrees to the following:

20.4.1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

20.4.2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- 20.4.3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 20.4.4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- 20.4.5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- 20.4.6. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 20.4.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



## **Section 21 – Miscellaneous**

### 21.1. *Entire Agreement*

21.7.1. This Contract represents the entire agreement between DISTRICT and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any other terms or obligations contained in the Contract Documents.

### 21.2. *Records and Audits*

21.7.1. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted account principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

21.7.2. Contractor shall permit DISTRICT and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as many be reasonably required in the course of such inspection. DISTRICT further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, after, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

21.7.3. Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

### 21.3. *Clayton Act and Cartwright Act*

21.7.1. Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials

pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code Section 7103.5 the Contractor and all of its Subcontractors hereby offer and agree to assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to this Contract. This assignment shall become effective when DISTRICT tenders final payment to the Contractor without further acknowledgement by the parties.

21.4. *Site Superintendent*

21.7.1. The Contractor shall provide competent supervision and staffing of the work as approved by DISTRICT. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Superintendent must be able to proficiently speak, read and write in English.

21.5. *Character of Workers*

21.7.1. If any subcontractor or person employed by the Contractor shall appear to DISTRICT to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of DISTRICT, and such person shall not again be employed on the work.

21.6. *Notices*

All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

***DISTRICT:***

Beaumont-Cherry Valley Recreation and Park District  
90 W Oak Valley Parkway  
Beaumont CA 92223  
Attn: Nancy Law  
Email: [nancy@bcvparks.com](mailto:nancy@bcvparks.com)

***CONTRACTOR:***

Weaver Grading, Inc.  
1472 E 6<sup>th</sup> Street  
Beaumont CA 92223  
Attn: Mark Weaver  
Email: [weavergrading1222@gmail.com](mailto:weavergrading1222@gmail.com)

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal service, five days after deposit in the mail.

21.7. *State License Board Notice*

21.7.1. Contractors are required by law to be licensed and regulated by the contractors' state license board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento CA 95826.

## **Additional Federal Requirements**

Whereas the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and 2 CFR Part 200. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. **Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333):** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)**, as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension (E.O.s 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory

or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

**Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

***[Signatures on following page]***

**SIGNATURE PAGE**  
**CONSTRUCTION CONTRACT**

Bogart Regional Park ADA Parking Lot Improvements

Project #5.112-22

IN WITNESS WHEREOF, this contract has been duly executed by the abovenamed parties, on the day and year above written.

**Weaver Grading, Inc.**

**Beaumont-Cherry Valley Recreation  
and Park District**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_

License #: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***[CONTRACTOR'S SIGNATURE MUST BY NOTARIZED AND CORPORATE SEAL AFFIXED,  
IF APPLICABLE]***

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Legal Counsel for DISTRICT

**END OF CONTRACT**



## **Staff Report**

Agenda Item No. **3.2**

**To:** Board of Directors  
**From:** Nancy Law, Executive Assistant  
**Via:** Duane Burk, General Manager  
**Date:** June 14<sup>th</sup>, 2023  
**Subject:** Approval of Field # 8 Fencing

### **Background and Analysis:**

On October 21<sup>st</sup>, 2020 to qualify for the California State Parks Per Capita Grant Program staff attended Step #1 a mandatory workshop explaining the process of the Per Capita Program, Step #2 is to have passed a resolution approving the filing of all applications associated with the contract.

On November 12<sup>th</sup>, 2020 the Board approved resolution #2020-06 Authorizing staff to submit application(s) for the Per Capita Grant Funding, in March 2022 staff submitted an application package for Noble Creek Regional Park Field #8 and received funds totaling \$207,534.00.

Subsequently, staff has been working on the Field #8 project which has included engineering & grading. Moreover, with the grading of the NE property all fencing on the site has been removed and since have seen safety issues with cars driving excessively across the property to drop off children at the Middle School.

Staff at this time would like to install fencing with a gate access along the East end of the site insuring the safety as the project continues. Staff has received 3 bids proposals for the project.

1. A & B Fencing - \$51,435.00
2. Westbrook Fencing - \$57,150.00
3. Elrod Fence Co. - \$25,810.00.


### **Recommendations:**

Staff recommends that the Board approve the Noble Creek Regional Park Field #8 fencing to Elrod Fence Co. in the amount of \$25,810.00 to complete the 6' Chain link with top rail.

### **Fiscal Impact:**

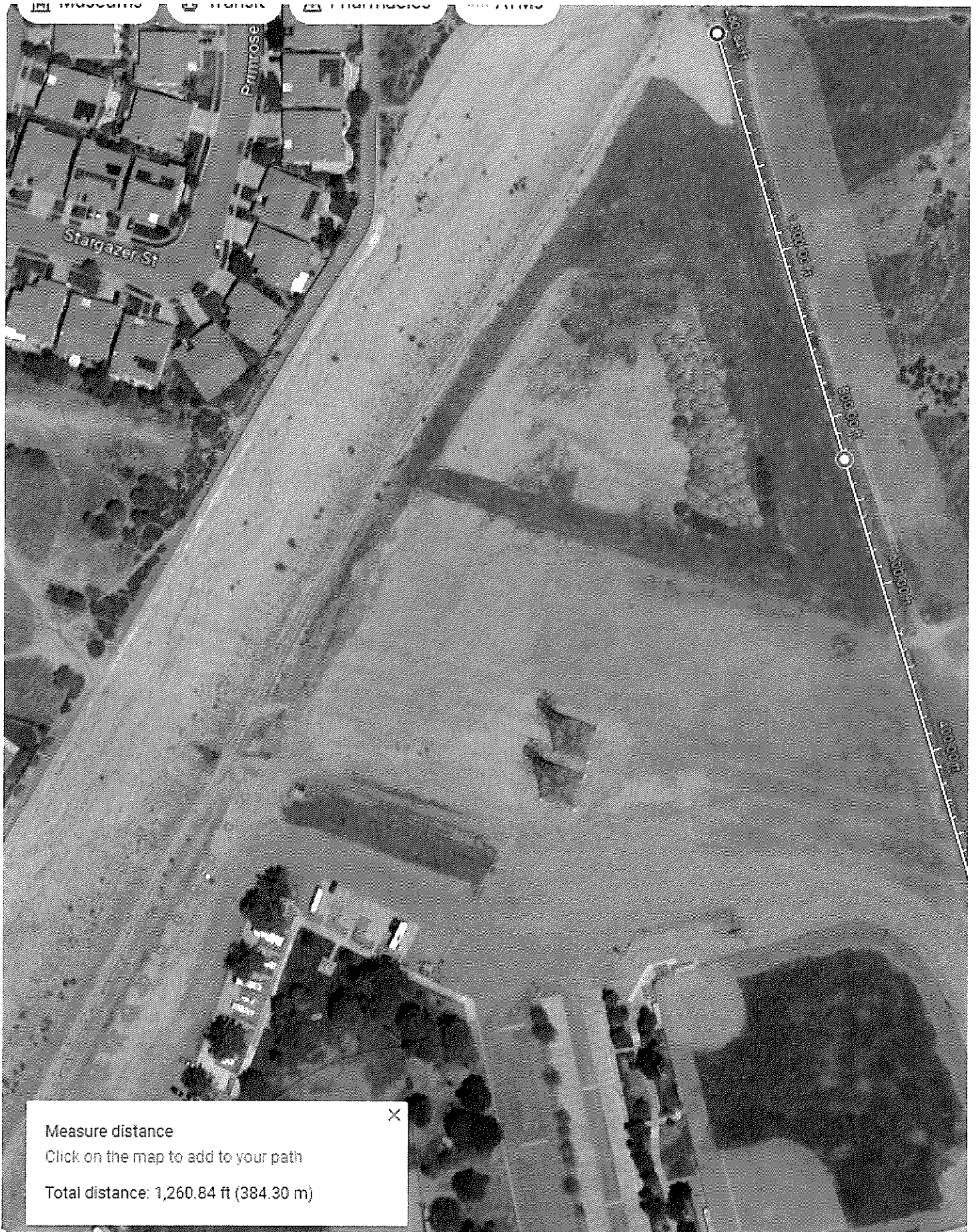
The Fiscal impact will be to the General Fund for \$25,810.00 with a return of 25% for Pre-construction cost through the Per Capita Program.

Respectfully Submitted,



Nancy Law  
Executive Assistant







PROPOSAL AND CONTRACT



CALIF CONTR  
LIC. AND BONDED  
NO. 332890

ESTIMATOR Luks

6459 MISSION BLVD • RIVERSIDE, CA 92509 • FAX (951) 684-3370

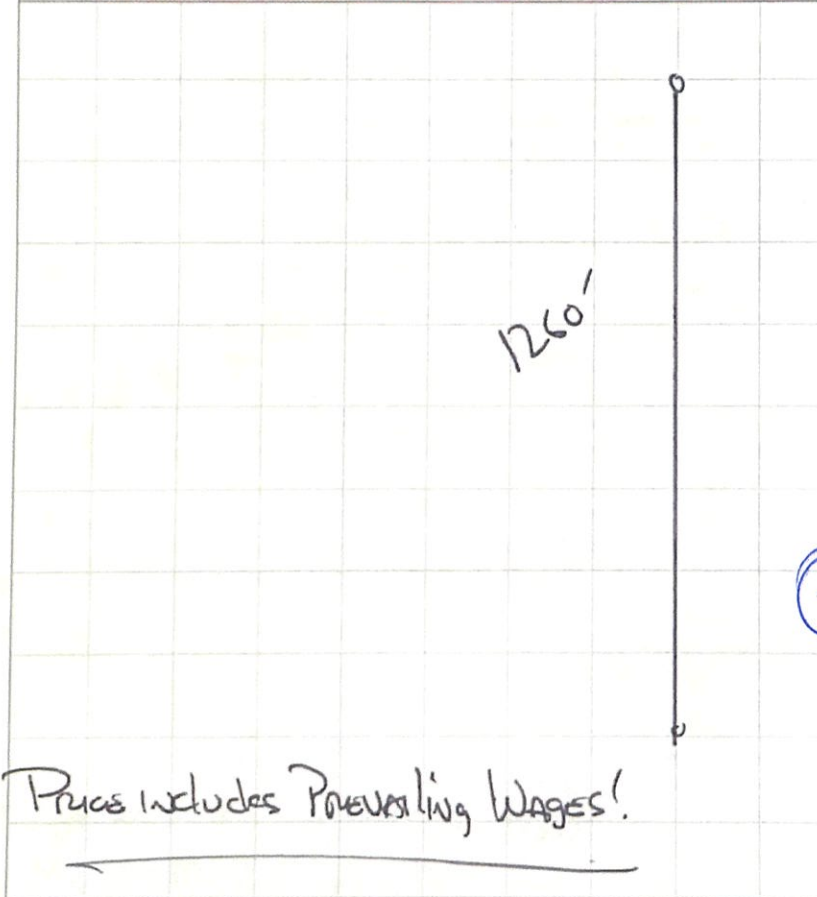
www.elrod fence.com

SCH DATE  
DATE 2-24-23

NAME	<u>Baumoni - Chesney Valley Parks</u>	FOOTAGE	<u>1260'</u>	DESCRIPTION	<u>CHAIN LINK w/ TOP RAIL</u>	HEIGHT	<u>5'026"</u>
ADDRESS							
CITY	<u>Baumoni's</u>	ZIP					
HOME PHONE		WORK PHONE					
CELL PHONE		FAX					
EMAIL							
JOB ADDRESS							
C/S		MAP PAGE NO					

CHAIN LINK		WOOD		WROUGHT IRON		VINYL	
TERMINALS <u>27x5520</u>	FOOTINGS	TYPE		STYLE		TYPE	
GATE POSTS <u>11x5520</u>	POINTS UP	STYLE		FRAME OD		STYLE	
LINE POSTS <u>11x5520</u>	KNUCKLES UP	COVER BOARD		PICKET OD		COVER BOARD	
TOP RAIL <u>15x5520</u>	BRACING	POST		PICKET OC		POST	
FABRIC <u>9ga</u>	BIAS	RAIL		POST OD		RAIL	
WIRE OUTSIDE	WIRE INSIDE	CAP		GATE POST OD		CAP	
BARB WIRE	VINYL	TRIM		COLOR		COLOR	

CUSTOMER RESPONSIBLE FOR PROPERTY LINE, UNDERGROUNDS UTILITIES, AND SPRINKLER LINES



QTY.	GATES	SIZE	FRAME
	WALK GATES		
	DOUBLE GATES		
	SINGLE DRIVE		
	SLIDE		
	DOUBLE SLIDE		

POST NEEDED:

SPECIAL INSTRUCTIONS:  
5' high \$ 24,581.00  
6' high \$ 25,810.00

TOTAL DUE UPON COMPLETION	
SALES TAX INCLUDED IN PRICE	
ALL CREDIT CARD PAYMENTS MAY BE SUBJECT TO A 3% FEE.	

Price includes Prevailing Wages!

NE Property line

Westbrook Fence Inc  
 P.O. Box 90310  
 SAN BERNARDINO, CA  
 92427 US  
 (909)887-2638  
 dale.westbrookfence@live.c  
 om



**ADDRESS**  
 Beaumont- Cherry Valley  
 Recreation & Park District

**SHIP TO**  
 Noble Creek Park

**Estimate 6272**

**DATE 02/21/2023**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
service	Install 1270' of 6' high chain link fence with top rail. 9ga fabric 2 7/8" x 9' sch40 terminals 2 3/8" x 9' sch40 line posts 1 5/8" top rail 7ga tension wire	1,270	45.00	57,150.00
service	Install 1270' of 5' high chain link fence with top rail. 9ga fabric 2 7/8"x 8' sch40 terminals 2 3/8"x 8' sch40 line posts 1 5/8" top rail 7ga tension wire Includes prevailing wages.	1,270	43.00	54,610.00

**TOTAL \$111,760.00**

Accepted By

Accepted Date

**PROJECT NAME /ADDRESS**

**BEAUMONT CHERRY VALLEY  
RECREATION & PARKS DISTRICT  
“OAK VALLEY PKWY FENCE”**

*Fence Co.*

APRIL 11, 2023



1440 BEAUMONT AVE. STE. A2 #324 BEAUMONT, CA 92223  
 OFFICE:(844)707-0007 FAX:(909)453-3254  
 LIC # 995035 C-13/DIR #1000044449

DATE:	04/11/2023	PROPOSAL SUBMITTED:	ALBERTO BEDOLLA
ATTN:	Aaron Morris Maintenance Foreman	PROJECT NAME:	BEAUMONT CHERRY VALLEY RECREATION & PARKS DISTRICT "OAK VALLEY PKWY FENCE
PHONE:	(951) 243-4342	EMAIL:	aaron@bcvparks.com

Description	Qty.	Unit price	Total
- Install approx. 1,270' x 5' <u>h</u> chain link fence commercial grade	1,270 LF.	\$40.50	\$51,435.00
		<b>Total</b>	<b>\$51,435.00</b>

Material to use:

Chain link fabric	5'h - 2" diamond	9ga KK
Terminal post	2-3/8"	Sch40
Line post	1-7/8"	Sch40
Top rail	1-5/8"	Sch40
Tension wire	7ga	7ga
Concrete footing	12"x24"	12"x24"
Gate post for future gate	In center of fence line	4" Sch40

EXCLUSIONS: Bonds(4%), Grading, Permits, Staking/ Surveying, Traffic Control, Welding Inspection and procedure, Temporary Fence, Gate signs, Knox Boxes, Asphalt Patching, Post sleeves, Mow curb, Location of underground utilities, Concrete Flat Work, Job Site security, Panic Hardware, Electrical. We propose hereby to furnish material and labor- complete in accordance with the above specifications for the sum of:

**\$51,435.00** fifty-one thousand four hundred thirty-five dollars and zero cents. INTL. ----- DATE -----

Any alteration or deviation from the specifications provided herein, will be executed only upon written orders, and will become an additional charge over and above the estimate(s) provided in this document. Buyer agrees to pay all court costs and reasonable attorney's fees in the event of default or if this contract is submitted to an attorney for enforcement purposes. Owner renders Contractor harmless and agrees to relieve Contractor of all liability for any unsatisfactory results in the event that the Owner shall require Contractor to remove or install any type of fence in the opinion of the Contractor, is unsatisfactory. Contractor is not responsible for damage to underground utilities or lines unless such utilities or lines have been properly staked in advance of operations. Damage caused by others is the sole responsibility of Owner and Owner accepts full liability for such damage. All engineering, testing, inspection, and permit fees have been excluded from the contents of this contract and shall be deemed as collateral to contents of this Contract. This proposal shall expire in 20 days. Payment is due at completion of work. Interest will accrue @ 10% plus costs daily after 30 days\*\*\*\*. Material costs are only valid for 20 days from date of this proposal. Upon acceptance of bid, please complete the following information (per section 3097 California Civil Code Procedure). Sign and return one copy.

OWNER:	
ADDRESS:	
PRINT NAME:	
SIGNATURE: DATE	



**Staff Report**

Agenda Item No. **3.3**

**To:** Board of Directors:

**From:** Nancy Law, Executive Assistant

**Via:** Duane Burk, General Manager

**Date:** June 14<sup>th</sup>, 2023

**Subject:** Approval of Fiscal Year 2023/2024 & 2024/2025 Budget

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District provided a two (2) year Projected Budget, each year starting in April all departments met with the General Manager and the Finance Department to provide input and review current year spending and budget projections for the upcoming years.

On May 10<sup>th</sup>, 2023 the Board and Staff conducted a Public Budget Workshop where we discuss the projected budget requests for Fiscal Year 23/24 & 24/25.

Thereafter, at the request of the General Manager the finance department has put together a Budget Package that will cover the following:

- Overview and Background
- Growth and Population Projections
- Governance
- Facilities/Services
- Two-Year Financial Budget Summary/Detailed
- Ratios of Revenue and Expenditures
- Completed Project List
- 10-Year Capital Improvements Needs List
- Net Position

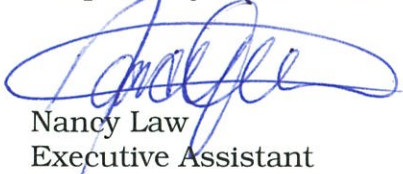
**Fiscal Impact:**

There will be no fiscal impact for the District.

**Recommendations:**

Staff and Finance Committee (Vice Chair/Secretary, Chris Diercks and Treasurer, John Flores) recommend that the Board review, comment and adopt the Budget for Fiscal Year 23/24 and 24/25.

Respectfully Submitted,



Nancy Law  
Executive Assistant

# Beaumont-Cherry Valley Recreation and Park District

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## Board of Directors

Fiscal Year 2023-2024

Fiscal Year 2024-2025

Dan Hughes  
Chairman

Chris Diercks  
Vice  
Chairman/Secretary

John Flores  
Treasurer

Denise Ward  
Director

Mike Aldrich  
Director

Duane Burk  
General Manager

Budget

June 14<sup>th</sup>, 2023

[BCVPARKS.COM](http://BCVPARKS.COM)

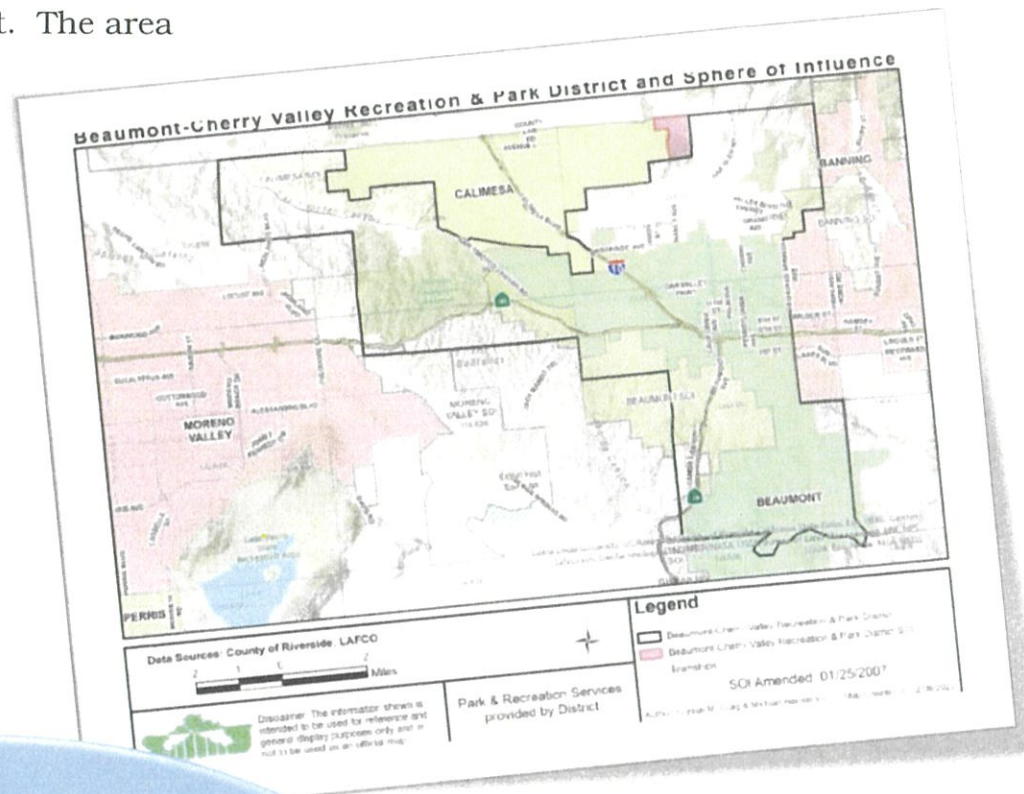


# Overview/Background

Beaumont-Cherry Valley Recreation and Park District (BCVRPD) was formed on June 27<sup>th</sup>, 1972, established under authority of the California Public Resources Code Sections 5780 et seq., and has served the greater Beaumont/Cherry Valley area for over 50 years.

Within its current boundaries, the District provides services within the City of Beaumont, a small portion of the City of Calimesa, and surrounding unincorporated communities including the Cherry Valley communities and unincorporated areas west of the Cities of Calimesa and Beaumont. The area

served is approximately 64.4 square mile and an estimated population of 52,736.



## Mission Statement:

**"To enrich and fulfill the lives of community members by providing parks, park facilities and recreational programs of outstanding quality. The District endeavors to meet the needs of its growing community by acquiring, constructing, improving, maintaining and operating recreation centers throughout**



# Growth and Population Projections

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The District's service area has potential for growth, primarily within the cities currently served, and within the unincorporated areas within the District's boundaries, in particular in the Cherry Valley area. The Center for Demographics has projected 14% growth in the Riverside County's population during the present decade and an additional 10% growth during the 2030's. This is in line with a projected 2.5% annual growth in the City of Beaumont's population, over the next 20 years.



## Governance

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BCVRPD is governed by a five-member Board of Directors, elected at large to four-year staggered terms. The Board of Directors met the second Wednesday of each month at 5:00p.m. At the Noble Creek Community Center located at 390 W. Oak Valley Parkway, Beaumont CA 92223. The public is encouraged to attend and to provide input on facilities and program's needs.

<b><i>Board of Directors</i></b>	<b><i>Current Position</i></b>	<b><i>Term Expires</i></b>
Dan Hughes	Chairman	2024
Chris Diercks	Vice-Chairman/Secretary	2026
John Flores	Treasurer	2024
Denise Ward	Director	2024
Michael Aldrich	Director	2026

# Facilities - Services

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## Noble Creek Regional Park

- Seven (7) Baseball Field
- Equestrian Arena
- RC Track
- RV Camping
- Small & Large Dog Park
- Hockey/Roller Blading Court
- Tennis/Pickle Ball Court
- Nine (9) Horseshoe Pits – One (1) ADA
- Playground/Expression Swing Set
- National Outside Fitness Court



**Parks  
Make  
Life  
Better!**



- More to come..... with the adoption of a Master Plan and Grant Funding from Prop 68



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT  
NOBLE CREEK PARK

Revised Master Plan



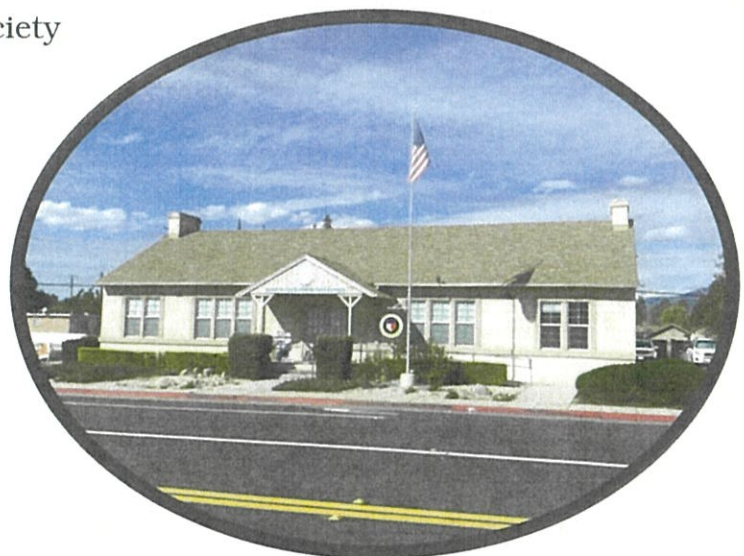
KAMMIEKA ASSOCIATES, INC.

Park Site  
Master Plan



### Beaumont Woman's Club

- CAST Players Performances
- Woman's Club Meetings & Events
- San Geronio Historical Society  
Historical Viewing Room
- Community Events



### Cherry Valley Grange Community Center

- Beaumont Police & Highway Patrol – K9 Training
- San Geronio MAC Board Meetings
- Community Events
- Square Dancing
- Martial Arts



### Noble Creek Community Center/Franco Garden

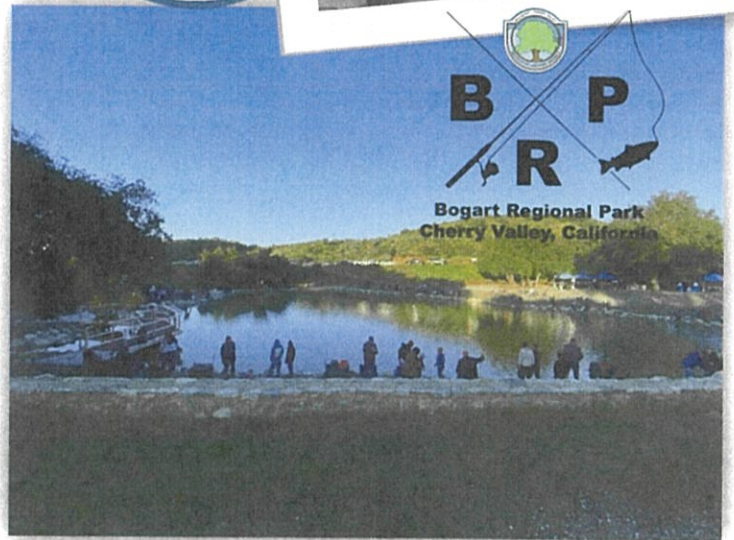
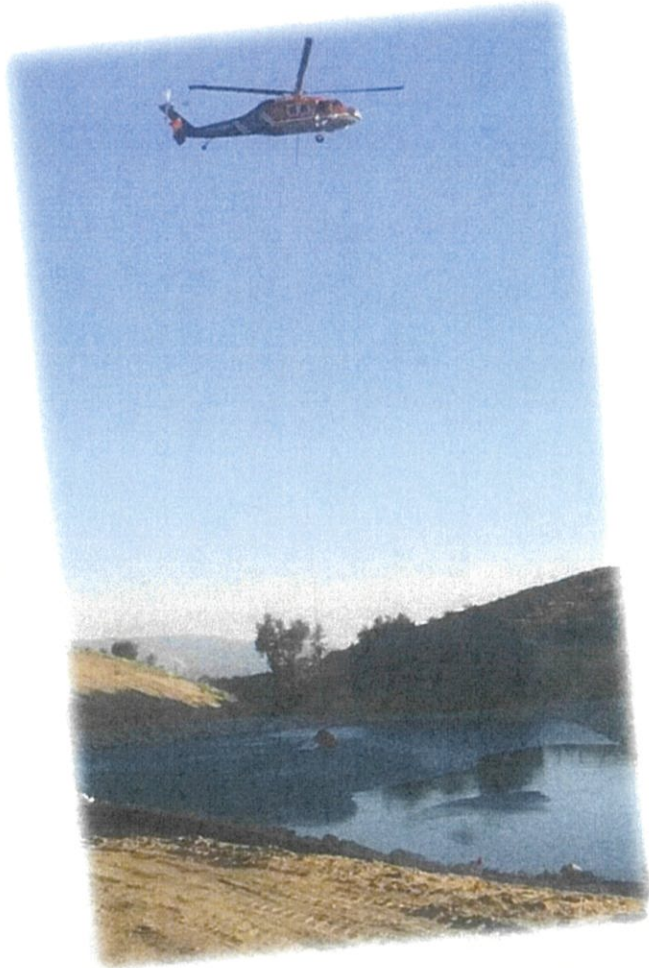
- Beaumont Library – Story Time
- Community Events
- Yoga Connection
- Line Dancing



## Bogart Regional Park

Bogart Regional Park was acquired January 1<sup>st</sup>, 2019 from the County of Riverside and with an agreement with Beaumont-Cherry Valley Water District.

- Fishing Pond
- Playground
- Camping
- Hiking Trails (Horses & Bikes)
- Candle Light Lookout/View Point
- Pavilion
- Horseshoe Pits
- Community Events



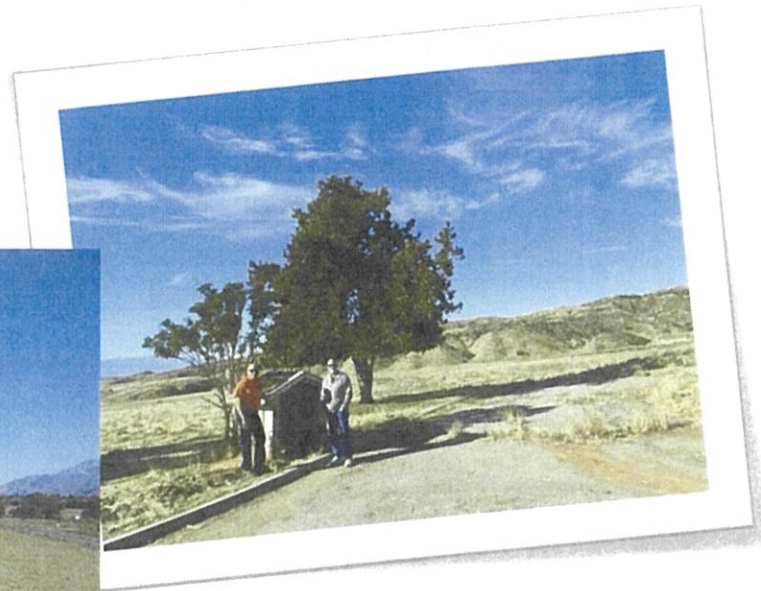
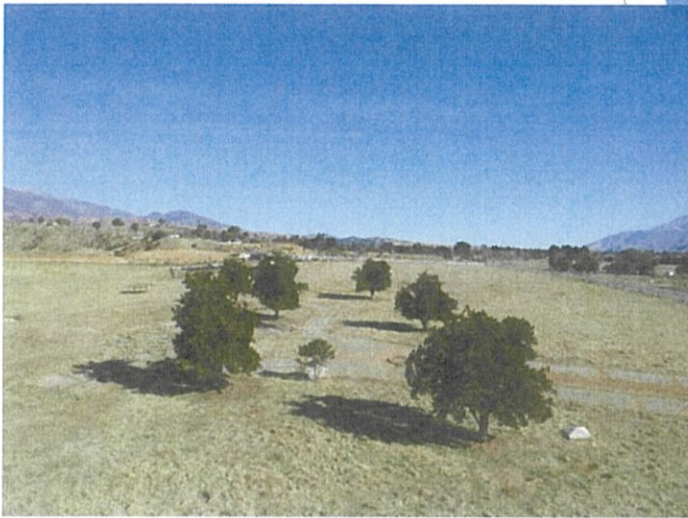
*CARPD 2021 Outstanding Renovated Facility Award*



## Danny Thomas Ranch

Danny Thomas Ranch is an undeveloped 123 acres donated to (Beaumont-Cherry Valley Recreation and Park Improvement Corporation "The Foundation") December 2020, and the District is in discussions of the development of this park.

- Possibilities are unlimited.....



## Two-Year Financial Budget

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Beaumont-Cherry Valley Recreation and Park District two-year budgets are performed annually with Staff and reviewed Mid-year for any adjustments. Below you will find a summarized schedule showing a period of 4 years (Prior year, current year to date, current year projected and two years of projections.)



# Beaumont-Cherry Valley Recreation and Park District

## Budget Summary

The following summarized schedule show a period of 4 years (prior year, current year to date, current year projected and (2) years of projected funds)

	Prior and Current FY Revenues		Projected Revenues		
	Actuals FY 21/22	Actuals FY 22/23 as of 5/25/2023	Approved FY 22/23	FY 23/24	FY 24/25
<b>Revenue</b>					
Bogart Regional Park	\$ 215,547.94	\$ 102,827.41	\$ 92,700.00	\$ 98,050.00	\$ 98,050.00
Noble Creek Regional Park	\$ 495,648.10	\$ 340,217.87	\$ 237,800.00	\$ 266,700.00	\$ 266,700.00
Danny Thomas Ranch	\$ 11,000.00	\$ 13,500.00	\$ 12,000.00	\$ 18,000.00	\$ -
County of Riverside - Property Tax Revenue	\$ 2,728,768.37	\$ 1,989,559.65	\$ 1,759,523.50	\$ 1,794,713.97	\$ 1,830,608.25
<b>Subtotals</b>	<b>\$ 3,450,964.41</b>	<b>\$ 2,446,104.93</b>	<b>\$ 2,102,023.50</b>	<b>\$ 2,177,463.97</b>	<b>\$ 2,195,358.25</b>
Park Development, Grants & Funding	\$ 760,294.70	\$ 588,208.25	\$ -	\$ -	\$ -
<b>Revenue Summary Subtotals</b>	<b>\$ 4,211,259.11</b>	<b>\$ 3,034,313.18</b>	<b>\$ 2,102,023.50</b>	<b>\$ 2,177,463.97</b>	<b>\$ 2,195,358.25</b>
<b>Expenditures</b>					
Administration	\$ 1,237,449.36	\$ 1,345,905.92	\$ 1,219,460.00	\$ 1,525,250.00	\$ 1,611,750.00
Board of Directors	\$ 21,571.18	\$ 150,874.09	\$ 166,000.00	\$ 116,000.00	\$ 196,000.00
Contract/Professional Fee's	\$ 364,201.46	\$ 392,334.63	\$ 309,050.00	\$ 369,570.00	\$ 378,723.60
Human Resources/Risk Management	\$ 221,303.67	\$ 182,197.09	\$ 239,900.00	\$ 274,200.00	\$ 271,700.00
Janitorial Supplies/Uniforms	\$ 27,863.82	\$ 18,913.88	\$ 25,200.00	\$ 30,500.00	\$ 30,500.00
Office Expenses	\$ 91,267.48	\$ 71,589.56	\$ 93,410.00	\$ 160,930.00	\$ 132,870.00
Public Relations	\$ 7,143.65	\$ 15,581.36	\$ 10,875.00	\$ 11,775.00	\$ 10,275.00
Recreation	\$ 133,346.20	\$ 179,435.67	\$ 234,110.50	\$ 106,605.00	\$ 126,265.00
Repairs and Maintenance	\$ 403,410.62	\$ 299,124.15	\$ 305,250.00	\$ 330,000.00	\$ 324,500.00
Special Events	\$ 127,847.49	\$ 140,880.58	\$ 133,500.00	\$ 186,500.00	\$ 178,000.00
Utilities	\$ 233,359.35	\$ 222,906.17	\$ 252,000.00	\$ 268,700.00	\$ 294,900.00
Capital Expenditures	\$ 1,305,369.20	\$ 725,577.81	\$ 260,000.00	\$ 559,600.00	\$ 80,000.00
<b>Expenditures Summary Subtotals</b>	<b>\$ 4,174,133.48</b>	<b>\$ 3,745,320.91</b>	<b>\$ 3,248,755.50</b>	<b>\$ 3,939,630.00</b>	<b>\$ 3,635,483.60</b>
<b>Net Position</b>	<b>\$ 37,125.63</b>	<b>\$ (711,007.73)</b>	<b>\$ (1,146,732.00)</b>	<b>\$ (1,762,166.03)</b>	<b>\$ (1,440,125.35)</b>

Note: 21/22 the District was receiving support from the County making the income skewed, 22/23 income reflects the District own revenue stream



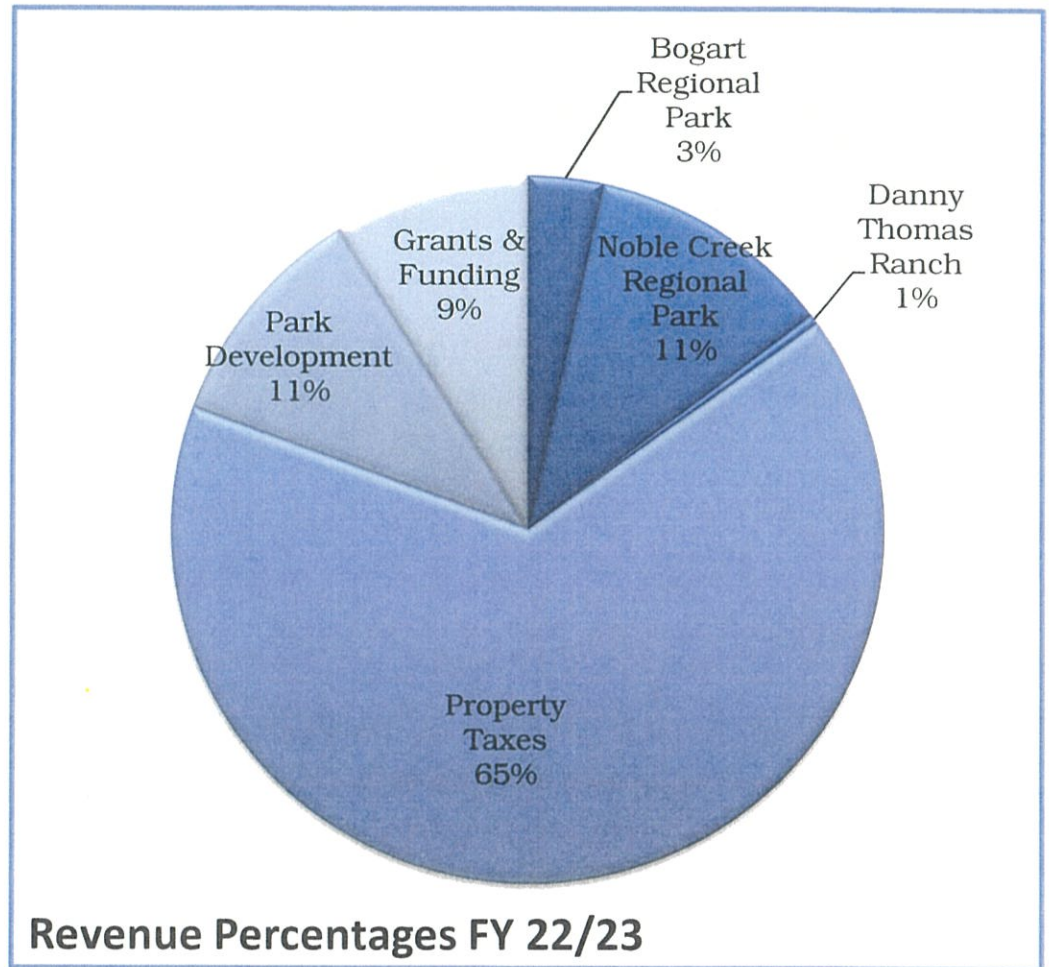
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# Ratios of Revenue Sources

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Diversity of revenues is an indicator of any public agency's ability to withstand a major loss in one revenue stream without a significant impact to operations and services. Ideally, an agency should have 3-4 revenue streams that are equally balanced.



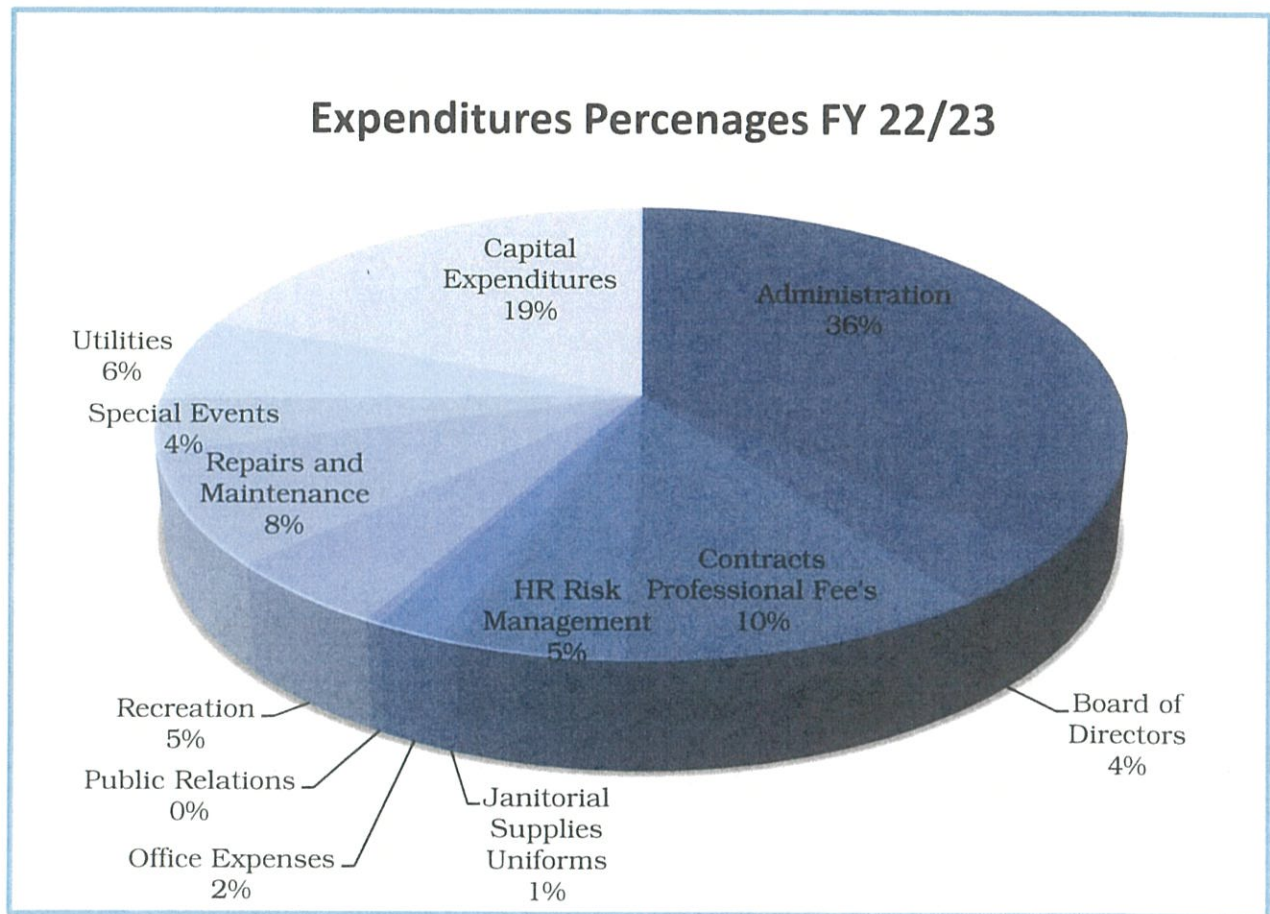
BCVVRPD receives approximately 65% of its overall revenues in the form of property taxes, another 15% for services, with the balance from Park Development (Quimby and Developer Impact Fees) and Grant Funding.

Since the Districts revenue stream is not diversified, alternative revenue sources are not readily available to the District other than higher charges for services to allow for further diversification. Moreover, property taxes are a relatively stable revenue source and generally are not subject to impacts during an economic downturn.



# Ratio of Expenditures

As a service driven organization, Beaumont-Cherry Valley Recreation and Park District's budget reflects a percentage of 77% for maintaining and management of existing infrastructure and a percentage of 23% to building and growth.



BCVRPD Capital Improvement for Fiscal Year 22/23 do not show a percentage of large growth, previous year do indicate a percentage of 31% or more to growth as you can see from the completed project list below.

These objectives and goals are established by the recommendation of the General Manager and reviewed and established by the Board of Directors.

# Complete Project List

<i>Capital Expenditures</i>	<i>Description</i>	<i>Current Position</i>	<i>Year</i>	<i>Notes</i>
	<i>Capital Improvements</i>			
Upgrade Horse Arena ETI Bldg.	Horse Arena Footing Redevelopment/ETI Building Siding Exterior Repairs/ NCCC Offices Carpet/Copper Room Blinds w/Remote and Direct Connect	Completed	2010-2012	
NCCC Improvements	NCCC/Franco Garden Exterior Back Walkways/Handrail Grading & Leveling of all 7 Fields	Completed	16/17	Laura May Stewart Grant
ADA Concrete and Handrail Grading & Leveling of Fields	Install Lighting/Conduit for Field #7 Lights	Completed	16/17	CAPRI Light pole Claim
Lights @ Field #7	Demo/Compact, Install asphalt, Striping, ADA Parking and Parking Bumpers	Completed	16/17	
Paving @ Woman's Club				
Restroom Modification & ADA Req	Thunder Alley Restroom Remodel - ADA/Unisex Restrooms	Completed	16/17	CDBG Grant
Rock Retaining Wall	Grade road below NCCC - drain, grade and place rock	Completed	17/18	
Field #1 Fencing	Removal and Replace of Fencing	Completed	17/18	
Maintenance Office Bldg	EMERGENCY: Maintenance Building Rebuild	Completed	17/18	
Maintenance Restroom	Maintenance Office Remodel	Completed	20/21	
Looping Domestic Water	Maintenance/Horseshoe Pit Restroom Remodel	Completed	18/19	
Fields 5 & 6 Drainage Repair	Upgrade Main NCRP Water Line for Looping /Closed Systems	Completed	18/19	
Woman's Club Improvements	Locate Existing Storm Drain and Water Lines, Install Storm Drain Pipe, Catch Basin & Recharge System	Completed	18/19	
Wood Bleacher Replacement	Upgrade Knob & Tube Lighting - Add Cameras - Remodel of of Landscaping and Concrete Pathway	Completed	18/19	
Grange Lights & Controls	Installation of new 5 row Vertical Picket Bleachers	Completed	18/19	
Field #1 Improvements	Upgrade Knob & Tube Lighting - Add Cameras - Remove and Replace Insulation - Install New Flag Pole	Completed	18/19	
NCCC Kitchen Improvements	Trench, Configure and Replace Irrigation, Install warning Track Hydrosseding, Turfplane, Sand and Seed	Completed	19/20	
	Remodel of Kitchen, prime, paint and sand walls and cabinets, installation of double acting door, appliance replacement (ice machine, stove, microwave & refrigerator), Shelving and stainless steel tables.	Completed	22/23	
	Remodel of Kitchen, prime, paint and sand walls and cabinets, installation of double acting door, appliance replacement (ice machine, stove, microwave & refrigerator), Shelving and stainless steel tables.	Completed	18/19	
NCCC Kitchen Improvements	Remodel of Kitchen, prime, paint and sand walls and cabinets, installation of double acting door, appliance replacement (ice machine, stove, microwave & refrigerator), Shelving and stainless steel tables.	Completed	18/19	



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# Complete Project List

<i>Capital Expenditures</i>	<i>Description</i>	<i>Current Position</i>	<i>Year</i>	<i>Notes</i>
NCCC Septic Improvements	Locate existing septic tank. Install ABS piping from restroom stub-out tank. Stub future line for R.V. spaces to north edge of concrete. Install new ABS out-fall piping from tank to "D" bos. Backfill and compact (Day Use Restroom)	Completed	18/19	
Copper Room Remodel	Demo of Wing Walls Remodel - Painting - Extending Original Copper Room West Windows - additional flooring Trash Enclosure Slab - Lath, Scratch & Stucco, and Paint outside Wishing Well - Car Port - Concrete Entrance - Trash Enclosure Walls and Gates - Shade Structures - Franco Garden Pergula Remodel - Outside Restroom/Bride Room Ceiling Overhang reframing Barn Doors at Pergula - Install new Fire Ring - Pergula Granite Counter Top	Completed	19/20	
NCCC Exterior Improvements	Demolition/Removal of all Store front Glass & Metal framework. Expansion of Office Space, Insulation removal and installation, Paiting interior, rough wiring and new LED lighting , data and portal drop, remode of server/printer room install split cooling system, Flooring installation, exterior painting, Granite Countertops, Office remodel, install of privacy glass, Painting of lobby & hallway, install window in Finance office, shelving for storage room.	Completed	19/20	
NCCC Front Office Improvements	Demolition/Removal of siding, Bat removal and attic cleaning, installation of wall seperation, installation of counter top, sink and refrigerator of GM Office, install carpet, paint interior and exterior walls GM/County Office Shade Structures	Completed	18/19	
GM/County Office Improvements	Business Office Shade Structures	Completed	19/20	
Business Office Shade Structure	Install new Doors and frames, Repair and repaint out covers in c insulate, drywall, texture paint and rewire new wall seperation for AC Office/Staff lunch/meeting room	Completed	19/20	
NCCC Interior Improvements	NCCC Front Exterior Restroom Remodel - ADA/Unisex Restroom/Bride Room	Completed	21/22	
NCCC Restroom ADA Upgrades	Demolition and Installation of new roof, removal and reinstall of AC units and wind screens.	Completed	18/19	CDBG Grant
NCCC Roof Project		Completed	20/21	



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# Complete Project List

	<i>Description</i>	<i>Current Position</i>	<i>Year</i>	<i>Notes</i>
<b>Capital Expenditures</b>				
NCRP RV Sewer Line Addition	Extension of sewer line to North end of property	<b>Completed</b>	18/19	to be extended further to field #8
NCRP RV Water Line Addition	Extension of water line to North end of property	<b>Completed</b>	18/19	to be extended further to field #8
NCRP RV Electrical Addition	Extension of electrical to North end of property Ball field sidewalks, 1, 2 & 3 patch for ADA safety Install ADA walkways from Horseshoe Pits to Restroom Install new ADA Rotating Pedestal Grills, and path of travel from park playground to horseshoe pit restrooms Grange - ADA ramp and path of travel, repair to ramps, parking stall repainting. Modify handrails at ballfield and snack bar for ADA compliance	<b>Completed</b>	18/19	to be extended further to field #8
Transition Plan ADA		<b>Completed</b>	19/20	
		<b>Completed</b>	19/20	
Woman's Club/Grange Solar	Install of Solar at Grange and Woman's Club	<b>Did not Proceed</b>		Quoted and Reviewed found lacking benefit for District
Outdoor Fitness Court	Fitness Court Slab, and installation of National Fitness equipment	<b>Completed</b>	19/20	
Field #7 Restrooms	Installation of concrete walkway, stairs/handrail & fencing Complete Build of Field #7 Restrooms	<b>Completed</b>	20/21	
Chemical Storage Addition	Slab and construction of maintenance chemical storage	<b>Completed</b>	20/21	
Field #2 Improvements	Trenching and installation of new Irrigation, Turfplaining & Hydros seeding of Field #2	<b>Completed</b>	21/22	
Field #3 Improvements	Trenching and installation of new Irrigation, Turfplaining & Hydros seeding of Field #3	<b>Completed</b>	21/22	
Dog Park Walkways	Installation of Concrete ADA Walkways/Handrailing - ADA Picnic Tables	<b>Completed</b>	20/21	Laura May Stewart Grant
Collegiate Playground Area	Purchase and installation of Expression Swing, Block containment wall, certified playground mulch, install ADA walkway to swing and ADA parking and striping	<b>Completed</b>	22/23	
Open Space Improvements	NCRP Roadway compacting and repair	<b>Completed</b>	19/20	
Central Command	Install Central Command at NCRP	<b>Completed</b>	21/22	
Meadow Lighting	Install LED Lighting at Meadow & Outlets on poles	<b>Completed</b>	19/20	
Field #1 Restrooms	Demo and frame new Restroom at Field #1	<b>Completed</b>	22/23	
RV Trash Enclosures	Install (2) new trash enclosures at NCRP RV grounds	<b>Completed</b>	19/20	
Field #7 Fencing	Install new Left/right fencing and dugout gates at Field #7	<b>Completed</b>	19/20	



**BEAUMONT - CHERRY VALLEY**  
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# Complete Project List

	Description	Current Position	Year	Notes
<b>Capital Expenditures</b>				
Grange Patio Cover	Demo and install new patio cover at back patio	Completed	20/21	
Maintenance Shop "C"	Install Pavilions, and construct foundation and framing of new Maintenance shop building	Completed	21/22	
Equestrian Lighting	Remove old and install new LED sport lights and poles	Completed	21/22	
Main Water Line Project	Domestic and irrigation water system improvements	Completed	21/22	
Tennis Court Resurface	Resurface and repair to Tennis Court/Pickle Ball Court	Completed	21/22	
Grange Block Wall/Fencing	Installation of new block wall/wrought Iron Fencing	Completed	21/22	
Field 1/2 Trash Enclosures	Install (3) new trash enclosures between Fields #1 & 2	Completed	21/22	
Woman's Club Trash Enclosure	Install new trash enclosure	Completed	21/22	
Grange Hall Trash Enclosure	Install new trash enclosure	Completed	21/22	
Field #1L ADA Walkway/Parking	Install new ADA ramp, railing & parking & striping at Field #1L	Completed	22/23	
NCRP BBQ Pit	Install new BBQ pit, railing, wall & countertops	Completed	22/23	
NCRP Entry Signage	Install new sign at entrance of NCRP	Completed	21/22	
Field #4 Fencing	Install new fencing at Field #4	Completed	22/23	
DTR - Capital Improvements	Grading at Danny Thomas Ranch	OPEN		
<b>Bogart Capital Improvements</b>				
Dedication Monument	Fabrication and installation of Rededication Monument, Flag Pole	Completed	19/20	
Gate (Kiosk)	New Barrier Gate Arm Bracket, Lane Barrier Boom, Brake away bracke Kit, remote transmitters, remote for gate(2)	Completed	19/20	
	Install security gate around payment machine	Completed	21/22	
	Drainage and Rehabilitation	Completed	19/20	
	Rehabilitation, place clay liner, grout rock around pond, rip-rap, dam extension, spillway, install wired water fountain pump in pond	Completed	20/21	
Pond	Rehabilitate rock rubble stream, fabricate and install new bridge #1	Completed	21/22	
	Fabrication and installation of Bridge #2	Completed	22/23	
ADA Parking/Pathways (CDBG)	Demolition, grading, repaving, striping of Day Use parking lot	OPEN	22/23	CDBG Grant
Bogart Sewer Line Extension	Extended sewer line to new Maintenance shop.	Completed	22/23	
Maintenance Shop	Installation of trusses, walls, plumbing, electrical, concrete of Maintenance Shop	Completed	22/23	
Bogart Pavilion	Grade and flatten area, install trusses and structural columns for pavilion, concrete	Completed	22/23	



**BEAUMONT - CHERRY VALLEY**  
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# Complete Project List

<b>Capital Expenditures</b>	<b>Description</b>	<b>Current Position</b>	<b>Year</b>	<b>Notes</b>
Bogart Meadow Irrigation	Moving sprinklers to better suit the Meadow Area Trees, adding 6 stations for online controls	<b>Completed</b>	22/23	
Candlelight Trail Flag Pole	Install Flag Pole/and Solar Structure with lights	<b>OPEN</b>	22/23	Should be completed by 6/24/2023
Bogart Trash Enclosures	Install New Trash Enclosure at Meadow	<b>Completed</b>	22/23	

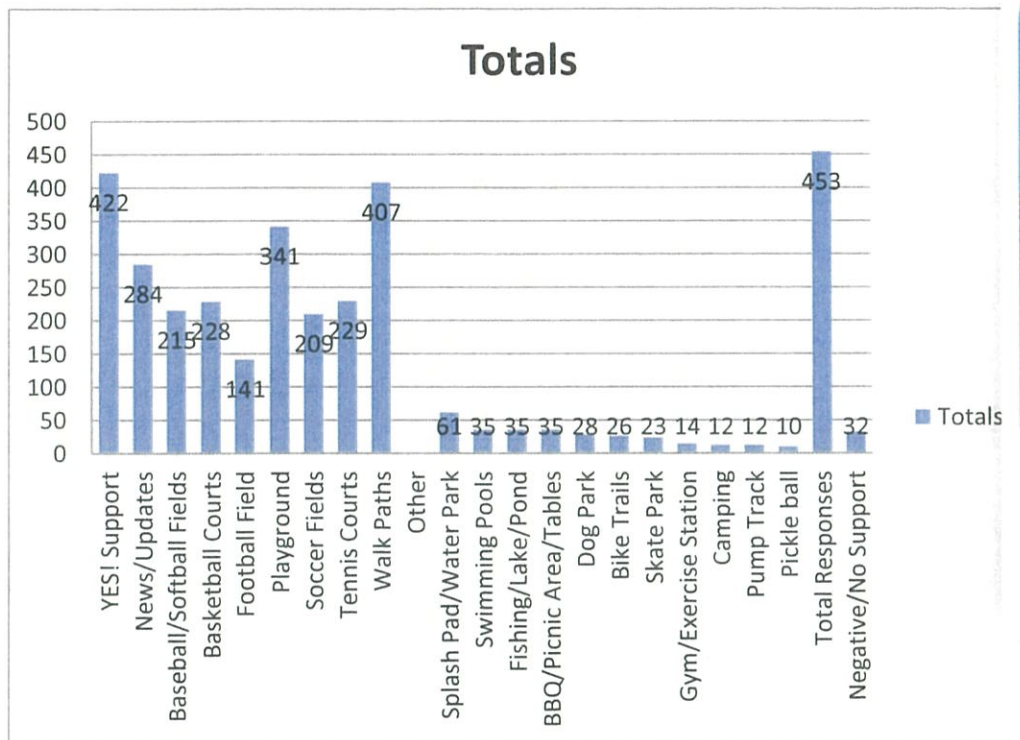


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# 10-Year Capital Improvements Needs List

In 2021/2022 the District and community partners distributed a Regional Park mailer survey that was circulated and received by 9802 residents of Calimesa, Beaumont, Banning, Cabazon and the unincorporated area of Cherry Valley and we received 453 response.



Beaumont-Cherry Valley Recreation and Park District utilizes a 10-Year Capital Improvement Needs List for Projecting anticipated facilities or infrastructure improvements. The District provides service for the community with a total of over 483 acres of park which included: Noble Creek Regional Park, Bogart Regional Park and Danny Thomas Ranch (undeveloped land). As growth has continued within our boundaries so has the District Master Plan in anticipation of this growth the District has levels of Capital and Reserve funding adequate to maintain and/or improve infrastructure and public facilities as needed for the foreseeable future. Moreover, the General Manager is looking for direction of priority to the needs list from the Board of Directors.



# Beaumont-Cherry Valley Recreation and Park District

## 10 Year Capital Improvement Needs List Current Requests

Facility	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Funding	
<b>A. Bogart Regional Park</b>												
Main Entrance Kiosk Building w/Restroom	25,000-30,000											
ADA Access Parking Lot (Meadow)	IN PROGRESS											CDBG + Match
ADA Access Parking Lot (Pine, Oak & Manzanita)												Applied CDBG 23/24
ADA Access and Playground Equipment												
Extend Electrical/Water/Sewer (Existing and Future sites)												
Pump/Bike Track												
Candle Light Trail Brick Project												Foundation
Candle Light Flag Pole												
(Well to new maintenance shop/different locations in park)												
Amphitheater 20 x 36												
<b>B. Grange Community Center</b>												
Wrought Iron and Wall (300ft)												
Landscaping (Xertscape)												
Front Entrance - Facade and Fascia	40,000-50,000											
Flooring (Oak & Activity Room)												
Storage 16 x 12	40,000-50,000											
<b>C. Noble Creek Community Center</b>												
(Men's, Woman's - moving entrance door, Close)	120,000											
Franco Garden Remodel	20,000											
Outdoor BBG	10,000											
Employee Parking Lot	20,000											
Landscape Front, Wall	50,000											
Franco Garden Canopy	25,000											
<b>D. Woman's Club Community Center</b>												
Doors & Floors (Sand Blast, Glue Stucco)	100,000											
Front Entrance - Facade and Fascia	50,000											City of Beaumont Facade Funding + Match





# Beaumont-Cherry Valley Recreation and Park District

## 10 Year Capital Improvement Needs List Current Requests

Facility	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Funding
<b>E. Noble Creek Regional Park</b>											
Phase I New Conduit Project 400/600 Amp Panel 2 - 5" Conduits Spaces #25 - 33 (electrical 50/30/20 Amp/sewer/water) Spaces #34 - 49 (electrical)											
<b>Phase II Existing Upgrades</b> Spaces # 1 - 24 - 50/30/20 Amp											
<b>F. Danny Thomas Ranch (DTR)</b>											
Generator/Motor @ Existing Shade Structure	30,000										
Well, Tank	unknown										
Sewer (Extension of private sewer w/Shopoff)											
Rental House/Property											
Flag Pole											



# Net Position

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The District conducts an independent audit annually; the last three years reflect an “unmodified” opinion and provides all required reporting to the State Controllers’ Office as required by statutes.

The District’s “Net Position” as reported in its audited financial statements represents the amount by which assets (e.g. cash, capital assets, other assets) exceed liabilities (e.g. debts, unfunded pension and OPEB liabilities, and other liabilities). A positive Net position provides an indicator of financial soundness over the long-term.

The Fiscal Year 20/21 ending net position was calculated by the auditors at \$12,693,905 with \$304,803 identified as unrestricted. As compared to annual revenues and expenditures, this is a significant amount of net position, indicating stability with its ongoing governmental activities for the foreseeable future.

# Detailed Financial Budget

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Beaumont-Cherry Valley Recreation and Park District generates a detailed budget annually which clearly articulates in great detail all anticipated revenues and detailed expenditures for our Board of Directors to analyze and make sound budgeting decisions.



# Beaumont-Cherry Valley Recreation and Park District

## Budget Detail

The following summarized schedule show a period of 4 years (prior year, current year to date, current year projected and (2) years of projected funds)

	Prior and Current FY Revenues			Projected Revenues	
	Actuals FY 21/22	Actuals FY 22/23 as of 5/25/2023	Approved FY 22/23	FY 23/24	FY 24/25
<b>Revenue</b>					
<b>Bogart Regional Park</b>					
Camping	\$ 53,514.00	\$ 31,621.87	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Gate Entrance	\$ 61,668.50	\$ 38,428.54	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Horse/Dog Entrance	\$ 149.00	\$ 166.00	\$ 100.00	\$ 150.00	\$ 150.00
Wood Sales	\$ 200.00	\$ 48.00	\$ 100.00	\$ 100.00	\$ 100.00
Annual Passes	\$ 18,782.20	\$ 20,600.00	\$ 12,000.00	\$ 14,000.00	\$ 14,000.00
Operational Support (County of Riverside)	\$ 49,828.24	\$ -	\$ -	\$ -	\$ -
Caretaker Rent	\$ 200.00	\$ 1,800.00	\$ -	\$ 3,300.00	\$ 3,300.00
RV Dump	\$ 955.00	\$ 770.00	\$ 500.00	\$ 500.00	\$ 500.00
Fishing Passes	\$ 30,251.00	\$ 9,393.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
<i>Totals</i>	\$ 215,547.94	\$ 102,827.41	\$ 92,700.00	\$ 98,050.00	\$ 98,050.00
<b>Noble Creek Regional Park</b>					
BYB/SB Registration	\$ 12,250.00	\$ 15,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Caretaker Rent	\$ 2,600.00	\$ 2,000.00	\$ 2,400.00	\$ 3,300.00	\$ 3,300.00
Equestrian Arena	\$ 866.28	\$ 722.52	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Fields	\$ 7,325.00	\$ 2,900.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Grange	\$ 34,753.00	\$ 27,508.50	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
NCCC/Franco Garden Park	\$ 14,317.50	\$ 20,691.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
RV Space	\$ 1,560.00	\$ 375.00	\$ 800.00	\$ 500.00	\$ 500.00
Snack Bar	\$ 207,829.22	\$ 93,498.17	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Thunder Alley Racetrack Station 24B	\$ 14,817.74	\$ 14,427.60	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Franco Garden	\$ 3,630.00	\$ 7,630.55	\$ 3,900.00	\$ 5,000.00	\$ 5,000.00
NCCC	\$ 2,215.00	\$ 1,490.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
Horseshoe Pits	\$ 5,875.00	\$ 3,437.50	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Maintenance Shop "C"	\$ 11,285.00	\$ 10,270.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Spring Fling	\$ 520.20	\$ 50.00	\$ 200.00	\$ 200.00	\$ 200.00
Fishing Derby	\$ 2,700.00	\$ 3,600.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
	\$ 4,052.75	\$ 4,192.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
	\$ 4,720.00	\$ 4,430.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00



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# Beaumont-Cherry Valley Recreation and Park District

## Budget Detail

The following summarized schedule show a period of 4 years (prior year, current year to date, current year projected and (2) years of projected funds)

	Prior and Current FY Revenues			Projected Revenues	
	Actuals FY 21/22	Actuals FY 22/23 as of 5/25/2023	Approved FY 22/23	FY 23/24	FY 24/25
Movies Under the Stars	\$ 1,222.76	\$ 795.05	\$ 1,000.00	\$ 500.00	\$ 500.00
Oktoberfest	\$ 24,762.00	\$ 39,065.99	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
BYB/SB Parking Fee Days	\$ 6,000.00	\$ 1,750.00	\$ -	\$ 3,000.00	\$ 3,000.00
Tournaments	\$ 11,911.80	\$ 8,636.46	\$ -	\$ -	\$ -
Winterfest	\$ 7,065.00	\$ 8,036.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
Pumpkin Carve Festival	\$ 1,308.00	\$ 2,223.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
Cinco De Mayo Festival	\$ 1,883.00	\$ 3,187.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
IK/5K Fun Run	\$ 3,440.00	\$ 1,490.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
Beers Brats & Bogart Bash	\$ 10,590.00	\$ -	\$ 5,000.00	\$ -	\$ -
Adult Softball	\$ 70,478.79	\$ 37,290.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Banner Sales	\$ 200.00	\$ -	\$ 4,000.00	\$ -	\$ -
Contract Instructor	\$ 6,021.00	\$ 6,530.70	\$ -	\$ 4,000.00	\$ 4,000.00
Miscellaneous	\$ 5,331.28	\$ 18,590.83	\$ -	\$ -	\$ -
Recycling	\$ 1,447.78	\$ -	\$ -	\$ -	\$ -
Verizon Cell Tower	\$ 12,670.00	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 495,648.10	\$ 340,217.87	\$ 237,800.00	\$ 266,700.00	\$ 266,700.00
<b>Danny Thomas Ranch</b>					
House Rental	\$ 11,000.00	\$ 13,500.00	\$ 12,000.00	\$ 18,000.00	\$ -
<b>Totals</b>	\$ 11,000.00	\$ 13,500.00	\$ 12,000.00	\$ 18,000.00	\$ -
<b>County of Riverside - Property Tax Revenue</b>					
Current Secured	\$ 2,225,195.76	\$ 1,682,535.08	\$ 1,517,087.00	\$ 1,547,428.74	\$ 1,578,377.32
Current Supplemental	\$ 23,285.22	\$ 50,322.77	\$ 25,235.00	\$ 25,739.70	\$ 26,254.49
Current Unsecured	\$ 105,664.40	\$ 108,354.12	\$ 90,176.50	\$ 91,980.03	\$ 93,819.63
Prior Supplemental	\$ 33,917.09	\$ 24,035.31	\$ 13,905.00	\$ 14,183.10	\$ 14,466.76
Prior Unsecured	\$ (2,731.43)	\$ 2,330.38	\$ 3,500.00	\$ 3,570.00	\$ 3,641.40
CA Homeowners Tax Relief	\$ 19,214.67	\$ 9,703.94	\$ 10,815.00	\$ 11,031.30	\$ 11,251.93
Redevelopment (RDA)	\$ 194,246.51	\$ 547.15	\$ 96,075.00	\$ 97,996.50	\$ 99,956.43
Low Moderate Income Housing	\$ 126,983.53	\$ 90,282.60	\$ -	\$ -	\$ -
Interest	\$ 2,992.62	\$ 21,448.30	\$ 2,730.00	\$ 2,784.60	\$ 2,840.29
<b>Totals</b>	\$ 2,728,768.37	\$ 1,989,559.65	\$ 1,759,523.50	\$ 1,794,713.97	\$ 1,830,608.25



**BEAUMONT - CHERRY VALLEY**  
RECREATION AND PARK DISTRICT

**Parks Make Life Better!**



# Beaumont-Cherry Valley Recreation and Park District

## Budget Detail

The following summarized schedule show a period of 4 years (prior year, current year to date, current year projected and (2) years of projected funds)

	Prior and Current FY Revenues			Projected Revenues	
	Actuals FY 21/22	Actuals FY 22/23 as of 5/25/2023	Approved FY 22/23	FY 23/24	FY 24/25
<b>Subtotals</b>	<b>\$ 3,450,964.41</b>	<b>\$ 2,446,104.93</b>	<b>\$ 2,102,023.50</b>	<b>\$ 2,177,463.97</b>	<b>\$ 2,195,358.25</b>
<b>Park Development, Grants &amp; Funding</b>					
Quimby/Development Impact Fees	\$ 450,088.70	\$ 317,408.25	\$ -	\$ -	\$ -
BCVRPIC (Foundation)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
County of Riverside	\$ 310,206.00	\$ -	\$ -	\$ -	\$ -
Laura May Stewart	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development Block Grant	\$ -	\$ 58,266.00	\$ -	\$ -	\$ -
Per Capita Prop 68	\$ -	\$ 207,534.00	\$ -	\$ -	\$ -
<b>Subtotals</b>	<b>\$ 760,294.70</b>	<b>\$ 588,208.25</b>	<b>\$ -</b>	<b>\$ 2,177,463.97</b>	<b>\$ 2,195,358.25</b>
<b>Expenditures</b>	<b>\$ 4,211,259.11</b>	<b>\$ 3,034,313.18</b>	<b>\$ 2,102,023.50</b>	<b>\$ 2,177,463.97</b>	<b>\$ 2,195,358.25</b>
<b>Administration</b>					
Salaries	\$ 1,033,244.41	\$ 1,120,891.99	\$ 1,005,800.00	\$ 1,229,500.00	\$ 1,280,100.00
Employee Insurance	\$ 150,324.50	\$ 142,263.42	\$ 145,160.00	\$ 204,750.00	\$ 235,650.00
Payroll Taxes	\$ 31,968.77	\$ 35,686.66	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Workmans Compensation	\$ 19,580.05	\$ 45,877.92	\$ 30,000.00	\$ 50,000.00	\$ 55,000.00
Employee Reimbursements (Boots/Phone)	\$ 2,331.63	\$ 1,185.93	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00
<b>Totals</b>	<b>\$ 1,237,449.36</b>	<b>\$ 1,345,905.92</b>	<b>\$ 1,219,460.00</b>	<b>\$ 1,525,250.00</b>	<b>\$ 1,611,750.00</b>
<b>Board Of Directors</b>					
Director Fees	\$ 19,600.00	\$ 19,800.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
Strategical Planning	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -
Travel and Conferences	\$ 1,971.18	\$ 2,351.09	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00
Election Expense	\$ -	\$ 128,723.00	\$ 70,000.00	\$ -	\$ 140,000.00
<b>Totals</b>	<b>\$ 21,571.18</b>	<b>\$ 150,874.09</b>	<b>\$ 166,000.00</b>	<b>\$ 116,000.00</b>	<b>\$ 196,000.00</b>
<b>Contract/Professional Fees</b>					
Contract Services	\$ 131,825.59	\$ 146,548.98	\$ 143,240.00	\$ 123,000.00	\$ 128,492.80
Professional Fees	\$ 232,375.87	\$ 245,785.65	\$ 165,810.00	\$ 246,570.00	\$ 250,230.80
<b>Totals</b>	<b>\$ 364,201.46</b>	<b>\$ 392,334.63</b>	<b>\$ 309,050.00</b>	<b>\$ 369,570.00</b>	<b>\$ 378,723.60</b>
<b>Human Resources/Risk Management</b>					
On Boarding	\$ 1,528.00	\$ 1,930.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00



**BEAUMONT - CHERRY VALLEY**  
RECREATION AND PARK DISTRICT

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# Beaumont-Cherry Valley Recreation and Park District

## Budget Detail

The following summarized schedule show a period of 4 years (prior year, current year to date, current year projected and (2) years of projected funds)

	Prior and Current FY Revenues			Projected Revenues	
	Actuals FY 21/22	Actuals FY 22/23 as of 5/25/2023	Approved FY 22/23	FY 23/24	FY 24/25
<b>Employee Training &amp; Seminars</b>	\$ 24,373.69	\$ 13,133.40	\$ 29,900.00	\$ 31,000.00	\$ 23,500.00
<b>Unfunded Health/Retiree</b>	\$ 110,075.29	\$ 76,041.12	\$ 120,000.00	\$ 123,500.00	\$ 123,500.00
<b>Employee of the Quarter/Events</b>	\$ 17,897.69	\$ 13,376.57	\$ 18,000.00	\$ 37,700.00	\$ 37,700.00
<b>Liability Insurance</b>	\$ 67,429.00	\$ 77,716.00	\$ 70,000.00	\$ 80,000.00	\$ 85,000.00
<b>Totals</b>	\$ 221,303.67	\$ 182,197.09	\$ 239,900.00	\$ 274,200.00	\$ 271,700.00
<b>Janitorial Supplies/Uniforms</b>					
Janitorial Supplies	\$ 17,205.47	\$ 12,591.90	\$ 18,500.00	\$ 17,000.00	\$ 17,000.00
Uniforms	\$ 10,658.35	\$ 6,321.98	\$ 6,700.00	\$ 13,500.00	\$ 13,500.00
<b>Totals</b>	\$ 27,863.82	\$ 18,913.88	\$ 25,200.00	\$ 30,500.00	\$ 30,500.00
<b>Office Expenses</b>					
Office	\$ 65,770.90	\$ 49,605.55	\$ 72,410.00	\$ 135,930.00	\$ 109,630.00
Telephone/Internet	\$ 25,496.58	\$ 21,984.01	\$ 21,000.00	\$ 25,000.00	\$ 23,240.00
<b>Totals</b>	\$ 91,267.48	\$ 71,589.56	\$ 93,410.00	\$ 160,930.00	\$ 132,870.00
<b>Public Relations</b>					
Business Cards	\$ 322.23	\$ 1,297.30	\$ 500.00	\$ 2,000.00	\$ 500.00
Chamber Breakfast/Installation Dinner	\$ 3,488.94	\$ 8,965.07	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
Flowers	\$ 2,783.50	\$ 1,354.63	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
Flag Program	\$ -	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Holiday Cards	\$ 182.95	\$ 288.23	\$ 300.00	\$ 1,200.00	\$ 1,200.00
Marketing	\$ 366.03	\$ 3,601.13	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
<b>Totals</b>	\$ 7,143.65	\$ 15,581.36	\$ 10,875.00	\$ 11,775.00	\$ 10,275.00
<b>Recreation</b>					
Adult Softball	\$ 26,870.21	\$ 15,811.96	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00
Equipment Purchases	\$ 66,062.34	\$ 126,486.09	\$ 163,000.00	\$ 41,000.00	\$ 61,000.00
Permits/Licenses	\$ 1,977.45	\$ 865.35	\$ 3,268.50	\$ 3,600.00	\$ 3,600.00
Safety	\$ 9,947.86	\$ 9,781.31	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Signage	\$ 983.52	\$ 4,077.75	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
Stocking Pond	\$ 16,089.70	\$ 9,975.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Subscriptions/Memberships	\$ 11,415.12	\$ 12,438.21	\$ 11,842.00	\$ 14,505.00	\$ 14,165.00
<b>Totals</b>	\$ 133,346.20	\$ 179,435.67	\$ 234,110.50	\$ 106,605.00	\$ 126,265.00



**BEAUMONT - CHERRY VALLEY**  
RECREATION AND PARK DISTRICT

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# Beaumont-Cherry Valley Recreation and Park District

## Budget Detail

The following summarized schedule show a period of 4 years (prior year, current year to date, current year projected and (2) years of projected funds)

	Prior and Current FY Revenues			Projected Revenues	
	Actuals FY 21/22	Actuals FY 22/23 as of 5/25/2023	Approved FY 22/23	FY 23/24	FY 24/25
<b>Repairs and Maintenance</b>					
Bogart Regional Park	\$ 92,924.69	\$ 107,545.64	\$ 59,000.00	\$ 69,000.00	\$ 69,000.00
Noble Creek Regional Park	\$ 263,335.02	\$ 141,131.91	\$ 206,450.00	\$ 208,000.00	\$ 202,500.00
Danny Thomas Ranch	\$ -	\$ 22,346.57	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
Vehicles	\$ 47,150.91	\$ 28,100.03	\$ 34,800.00	\$ 33,000.00	\$ 33,000.00
<b>Totals</b>	\$ 403,410.62	\$ 299,124.15	\$ 305,250.00	\$ 330,000.00	\$ 324,500.00
<b>Special Events</b>					
4th of July Celebration	\$ -	\$ -	\$ 8,500.00	\$ 8,500.00	\$ -
Fishing Derby	\$ 9,196.49	\$ 10,071.21	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00
Joint Event Expenses	\$ 19,463.67	\$ 4,412.84	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00
Memorial Wall	\$ -	\$ 1,245.19	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00
Movie Under the Stars	\$ 2,743.87	\$ 980.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Oktoberfest	\$ 42,676.09	\$ 74,055.81	\$ 40,000.00	\$ 70,000.00	\$ 70,000.00
Pumpkin Carve	\$ 4,125.88	\$ 4,147.89	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
Spring Fling	\$ 4,672.26	\$ 3,820.20	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
Welcome Home Vietnam Veterans	\$ 146.75	\$ 1,545.81	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Winterfest	\$ 18,837.48	\$ 24,576.66	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00
Arbor Day	\$ 2,036.90	\$ 1,058.36	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Beer, Brat & Bogart Bash	\$ 14,263.23	\$ -	\$ 8,000.00	\$ -	\$ -
Misc. City Events	\$ -	\$ 515.78	\$ -	\$ 2,000.00	\$ 2,000.00
Cinco de Mayo	\$ 5,365.46	\$ 11,431.57	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00
1K/5K Fun Run	\$ 4,319.41	\$ 3,019.26	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
Cherry Festival	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 127,847.49	\$ 140,880.58	\$ 133,500.00	\$ 186,500.00	\$ 178,000.00
<b>Utilities</b>					
Electricity	\$ 104,566.85	\$ 117,441.21	\$ 101,500.00	\$ 122,800.00	\$ 132,624.00
Gas	\$ 6,452.01	\$ 9,907.41	\$ 7,000.00	\$ 11,000.00	\$ 11,880.00
Sewer	\$ 14,828.91	\$ 547.64	\$ 20,000.00	\$ 1,200.00	\$ 17,000.00
Trash	\$ 35,742.22	\$ 32,303.96	\$ 38,500.00	\$ 43,700.00	\$ 37,196.00
Water	\$ 67,279.30	\$ 59,201.91	\$ 80,000.00	\$ 85,000.00	\$ 90,800.00



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# Beaumont-Cherry Valley Recreation and Park District

## Budget Detail

The following summarized schedule show a period of 4 years (prior year, current year to date, current year projected and (2) years of projected funds)

	Prior and Current FY Revenues			Projected Revenues	
	Actuals FY 21/22	Actuals FY 22/23 as of 5/25/2023	Approved FY 22/23	FY 23/24	FY 24/25
Propane	\$ 4,490.06	\$ 3,504.04	\$ 5,000.00	\$ 5,000.00	\$ 5,400.00
<b>Capital Improvements</b>	<b>\$ 233,359.35</b>	<b>\$ 222,906.17</b>	<b>\$ 252,000.00</b>	<b>\$ 268,700.00</b>	<b>\$ 294,900.00</b>
Field #1 Improvements		\$ 30,366.92	\$ -	\$ -	\$ -
NCCC Interior Improvements		\$ 27,423.14	\$ -	\$ -	\$ -
Transition Plan ADA		\$ -	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
Field #2 Improvements	\$ 23,578.65	\$ 15,557.27	\$ 25,000.00	\$ -	\$ -
Field #3 Improvements	\$ 23,027.31	\$ 15,138.40	\$ 25,000.00	\$ -	\$ -
Bogart Day Use Parking Lot		\$ 5,074.00	\$ -	\$ -	\$ -
Bogart Sewer Line Extension		\$ 32,886.66	\$ -	\$ -	\$ -
Bogart Gate (Kiosk)	\$ 9,882.69	\$ -	\$ -	\$ -	\$ -
Pond	\$ 76,874.65	\$ 48,574.88	\$ -	\$ -	\$ -
Maintenance Shop	\$ 47,573.30	\$ 95,838.53	\$ -	\$ -	\$ -
Bogart Pavilion	\$ 116,607.75	\$ 7,413.09	\$ -	\$ -	\$ -
Bogart Meadow Irrigation		\$ 34,568.22	\$ -	\$ -	\$ -
Candlelight Trail Flag Pole		\$ 54,814.13	\$ -	\$ -	\$ -
Bogart Trash Enclosures		\$ 23,219.34	\$ -	\$ -	\$ -
Field Lighting Project		\$ 2,264.00	\$ -	\$ -	\$ -
Park Expansion (Fields 8 & 9)	\$ 8,937.00	\$ 19,500.00	\$ -	\$ -	\$ -
Central Command	\$ 41,529.32	\$ -	\$ -	\$ -	\$ -
Grange Patio Cover	\$ 17,463.11	\$ -	\$ -	\$ -	\$ -
Maintenance Shop "C"	\$ 155,891.35	\$ -	\$ -	\$ -	\$ -
Equestrian Lighting	\$ 63,750.00	\$ -	\$ -	\$ -	\$ -
Collegiate Playground Area		\$ 31,371.98	\$ 30,000.00	\$ -	\$ -
Meadow Lighting		\$ 9,260.00	\$ -	\$ -	\$ -
Field #1 Restroom		\$ 117,771.74	\$ -	\$ -	\$ -
Main Water Line Project	\$ 484,363.70	\$ 1,180.33	\$ -	\$ -	\$ -
Tennis Court Resurface	\$ 10,267.40	\$ -	\$ -	\$ -	\$ -
Grange Block Wall/Fencing	\$ 112,271.51	\$ 3,538.32	\$ -	\$ -	\$ -
Field 1/2 Trash Enclosure	\$ 49,526.56	\$ -	\$ -	\$ -	\$ -







# Beaumont-Cherry Valley Recreation and Park District

## Budget Detail

The following summarized schedule show a period of 4 years (prior year, current year to date, current year projected and (2) years of projected funds)

	Prior and Current FY Revenues			Projected Revenues	
	Actuals FY 21/22	Actuals FY 22/23 as of 5/25/2023	Approved FY 22/23	FY 23/24	FY 24/25
Woman's Club Trash Enclosure	\$ 16,708.57	\$ 17.33	\$ -	\$ -	\$ -
Grange Hall Trash Enclosure	\$ 12,095.99	\$ -	\$ -	\$ -	\$ -
NCCC Door Swipe Card Entry	\$ -	\$ 130.00	\$ -	\$ -	\$ -
Restroom Auto Locking System	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -
Radios/Repeaters	\$ -	\$ 4,215.30	\$ 70,000.00	\$ 70,000.00	\$ -
Filed #1R ADA Walkway/Parking	\$ -	\$ 80,512.92	\$ -	\$ -	\$ -
NCRP BBQ Pit	\$ -	\$ 22,023.31	\$ -	\$ -	\$ -
Field #4 Fencing	\$ -	\$ 19,018.00	\$ -	\$ -	\$ -
NCRP Entry Signage	\$ 11,918.84	\$ -	\$ -	\$ -	\$ -
DTR - Capital Improvements	\$ 23,101.50	\$ 23,900.00	\$ -	\$ -	\$ -
Field #4 Improvements	\$ -	\$ -	\$ -	\$ 6,100.00	\$ -
Field #5 Improvements	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -
Field #6 Improvements	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -
Field #7 Improvements	\$ -	\$ -	\$ -	\$ 9,500.00	\$ -
Grange Flooring	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -
Grange Landscaping	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -
Additional Grange Wall Fencing/Rod Iron	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -
NCCC Restrooms	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -
NCCC BBQ Island	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -
Franco Garden - Grass/Heaters	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -
Woman's Club Flooring	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -
Woman's Club Kitchen	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -
Woman's Club Exterior/Interior Paint	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
Bogart Money Machine	\$ -	\$ -	\$ -	\$ 46,000.00	\$ -
Bogart Kiosk Building	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 1,305,369.20	\$ 725,577.81	\$ 260,000.00	\$ 559,600.00	\$ 80,000.00
	\$ 4,174,133.48	\$ 3,745,320.91	\$ 3,248,755.50	\$ 3,939,630.00	\$ 3,635,483.60



**BEAUMONT - CHERRY VALLEY**  
RECREATION AND PARK DISTRICT

**Parks Make Life Better!**

# Budget Workshop Worksheet Details

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Fiscal Year 2023/2024 &  
Fiscal Year 2024/2025

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May 10<sup>th</sup>, 2023

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## Beaumont-Cherry Valley Recreation and Park District Workshop - FY 23/24 24/25 Budget Projections

	Approved FY 22/23 6/11/2022		Actual FY 22/23 as of 4/30/2023		Total Projects		Board Changes	
					Projected FY 23/24	Projected FY 24/25	Projected FY 23/24	Projected FY 24/25
<b>Income</b>								
<b>Bogart Park</b>								
40201 · Camping	\$	30,000.00	\$	28,623.87	\$	30,000.00	\$	30,000.00
40202 · Gate Entrance	\$	35,000.00	\$	28,917.54	\$	35,000.00	\$	35,000.00
40203 · Horse/Dog Entrance	\$	100.00	\$	128.00	\$	150.00	\$	150.00
40204 · Wood Sales	\$	100.00	\$	-	\$	100.00	\$	100.00
40205 · Annual Passes	\$	12,000.00	\$	16,500.00	\$	14,000.00	\$	14,000.00
40207 · Caretaker Rent	\$	-	\$	1,400.00	\$	3,300.00	\$	3,300.00
40208 · RV Dump	\$	500.00	\$	710.00	\$	500.00	\$	500.00
40209 · Fishing Pass	\$	15,000.00	\$	6,479.00	\$	15,000.00	\$	15,000.00
<b>Facility Use</b>								
40101 · Registrations (BYB)	\$	5,000.00	\$	3,700.00	\$	5,000.00	\$	5,000.00
40103 · Caretaker Rent	\$	2,400.00	\$	1,800.00	\$	3,300.00	\$	3,300.00
40106 · Equestrian Arena	\$	1,000.00	\$	722.52	\$	1,000.00	\$	1,000.00
40107 · Fields	\$	5,000.00	\$	2,900.00	\$	5,000.00	\$	5,000.00
40109 · Grange	\$	15,000.00	\$	24,883.50	\$	20,000.00	\$	20,000.00
40111 · NCCC/Franco Gardens	\$	5,000.00	\$	19,626.00	\$	20,000.00	\$	20,000.00
40112 · Park	\$	800.00	\$	175.00	\$	500.00	\$	500.00
40113 · RV Space	\$	100,000.00	\$	79,429.17	\$	100,000.00	\$	100,000.00
40114 · Snack Bar	\$	10,000.00	\$	11,189.25	\$	10,000.00	\$	10,000.00
40115 · Thunder Alley Racetrack	\$	3,900.00	\$	7,085.15	\$	5,000.00	\$	5,000.00
40117 · 24B Station	\$	1,000.00	\$	1,350.00	\$	1,200.00	\$	1,200.00
40118 · Franco Gardens	\$	5,000.00	\$	3,437.50	\$	5,000.00	\$	5,000.00
40119 · NCCC	\$	5,000.00	\$	9,730.00	\$	5,000.00	\$	5,000.00
40120 · Horseshoe Pits	\$	200.00	\$	50.00	\$	200.00	\$	200.00
40122 · Maintenance Shop "C"	\$	4,500.00	\$	3,600.00	\$	4,500.00	\$	4,500.00
<b>Special Events Income</b>								
40503 · Spring Fling	\$	4,000.00	\$	3,302.00	\$	4,000.00	\$	4,000.00
40504 · Fishing Derby	\$	4,000.00	\$	3,560.00	\$	4,000.00	\$	4,000.00
40505 · Movies	\$	1,000.00	\$	795.05	\$	500.00	\$	500.00
40507 · Oktoberfest	\$	15,000.00	\$	39,065.99	\$	20,000.00	\$	20,000.00
40508 · Parking (BYB)	\$	-	\$	1,750.00	\$	3,000.00	\$	3,000.00
40509 · Tournaments	\$	-	\$	5,000.00	\$	-	\$	-
40510 · Winterfest	\$	5,000.00	\$	8,036.00	\$	10,000.00	\$	10,000.00
40512 · Pumpkin Carve	\$	1,000.00	\$	2,223.00	\$	2,000.00	\$	2,000.00
40513 · Cinco De Mayo	\$	2,000.00	\$	245.00	\$	2,000.00	\$	2,000.00
40515 · 1K/5K Run	\$	3,000.00	\$	1,490.00	\$	1,500.00	\$	1,500.00
40516 · Beers Brats & Bogart Bash	\$	5,000.00	\$	-	\$	-	\$	-
<b>State of California Revenue</b>								
40001 · Property Tax Current Secured	\$	1,517,087.00	\$	1,421,928.48	\$	1,547,428.74	\$	1,578,377.32
40002 · Property Tax Current Supplement	\$	25,235.00	\$	50,322.77	\$	25,739.70	\$	26,254.49
40003 · Property Tax Current Unsecured	\$	90,176.50	\$	108,354.12	\$	91,980.03	\$	93,819.63
40004 · Property Tax Prior Supplemental	\$	13,905.00	\$	24,035.31	\$	14,183.10	\$	14,466.76
40005 · Property Tax Prior Unsecured	\$	3,500.00	\$	2,330.38	\$	3,570.00	\$	3,641.40
40006 · CA Homeowners Tax Relief	\$	10,815.00	\$	9,703.94	\$	11,031.30	\$	11,251.93
40007 · Redevelopment (RDA)	\$	96,075.00	\$	547.15	\$	97,996.50	\$	99,956.43
40010 · Low Moderate Income Housing	\$	-	\$	90,282.60				
40401 · Interest - Invested Funds	\$	2,730.00	\$	20,748.03	\$	2,784.60	\$	2,840.29
40600 · Adult Softball	\$	30,000.00	\$	36,860.00	\$	-	\$	-
40602 · Contract Instructor	\$	4,000.00	\$	6,024.30	\$	-	\$	-
40701 · DTR House Rental	\$	12,000.00	\$	10,500.00	\$	18,000.00	\$	-
<b>Expense</b>								
<b>Board of Directors</b>								
50225 · Director Fees	\$	36,000.00	\$	18,000.00	\$	36,000.00	\$	36,000.00
50226 · Training - Strategic Planning	\$	25,000.00	\$	-	\$	25,000.00	\$	-
50229 · Facilitator	\$	15,000.00	\$	-	\$	15,000.00	\$	-
50227 · Travel and Conference	\$	20,000.00	\$	2,351.09	\$	40,000.00	\$	20,000.00
50230 · Board Room/Facility IT	\$	-	\$	-	\$	50,000.00	\$	25,000.00
50228 · Election Expense	\$	70,000.00	\$	-	\$	-	\$	70,000.00

## Beaumont-Cherry Valley Recreation and Park District Workshop - FY 23/24 24/25 Budget Projections

Bogart								
Professional Services								
50147 - Weather TRAK (Hydropoint)	\$ -	\$ -	\$ -	\$ -				
50184 - Landscape Services	\$ -	\$ 34,231.58	\$ 45,760.00	\$ 49,420.80				
50185 - CEQA	\$ 3,000.00	\$ -	\$ -	\$ -				
Utilities								
50160 - Electricity	\$ 16,500.00	\$ 12,077.41	\$ 15,000.00	\$ 16,200.00				
50161 - Trash	\$ 8,500.00	\$ 6,489.54	\$ 8,700.00	\$ 9,396.00				
50162 - Telephone & Internet	\$ 3,000.00	\$ 2,337.00	\$ 3,000.00	\$ 3,240.00				
50163 - Water	\$ 30,000.00	\$ 16,815.38	\$ 30,000.00	\$ 31,400.00				
50148 - Stocking Pond	\$ 15,000.00	\$ 9,975.00	\$ 15,000.00	\$ 15,000.00				
50149 - Signage	\$ 1,000.00	\$ 2,244.30	\$ 2,000.00	\$ 2,000.00				
50150 - Computer/IT	\$ 2,500.00	\$ 1,570.66	\$ 2,500.00	\$ 2,500.00				
50151 - Grounds Equipment	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00				
50152 - Keys	\$ 500.00	\$ 717.78	\$ 500.00	\$ 500.00				
50153 - Office Supplies	\$ 1,000.00	\$ 1,353.80	\$ 1,000.00	\$ 1,000.00				
50140 - Restrooms	\$ 2,500.00	\$ 1,912.09	\$ 1,000.00	\$ 1,000.00				
50141 - Seed	\$ 3,500.00	\$ -	\$ -	\$ -				
50142 - Tank	\$ 500.00	\$ -	\$ 2,500.00	\$ 2,500.00				
50143 - Trees	\$ 1,500.00	\$ 21,025.00	\$ 15,000.00	\$ 15,000.00				
50144 - Grounds	\$ 20,000.00	\$ 33,222.61	\$ 30,000.00	\$ 30,000.00				
50156 - Fertilizer	\$ 3,500.00	\$ -	\$ -	\$ -				
50157 - Irrigation	\$ 5,000.00	\$ 1,684.72	\$ 2,500.00	\$ 2,500.00				
50158 - Kiosk Gate	\$ 3,000.00	\$ 9,366.93	\$ 3,000.00	\$ 3,000.00				
50159 - Lighting & Electrical	\$ 1,000.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00				
50164 - Playground	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00				
50165 - Pond	\$ 9,000.00	\$ 2,342.07	\$ 5,000.00	\$ 5,000.00				
50166 - Well	\$ 4,000.00	\$ 10,325.00	\$ 4,000.00	\$ 4,000.00				
50167 - Janitorial Supplies	\$ 1,000.00	\$ 57.89	\$ 1,000.00	\$ 1,000.00				
50168 - Uniforms	\$ 700.00	\$ 433.33	\$ 500.00	\$ 500.00				
50169 - Pest Control	\$ 3,000.00	\$ 2,131.11	\$ 2,000.00	\$ 2,000.00				
Contract Services								
50170 - Acorn Technology	\$ 25,000.00	\$ 18,865.00	\$ 29,220.00	\$ 31,557.60				
50171 - Bay Alarms	\$ 2,700.00	\$ 2,172.00	\$ -	\$ -				
50172 - Jani King	\$ 30,800.00	\$ 26,873.98	\$ 31,000.00	\$ 31,000.00				
50173 - Memories by Darci Walls	\$ 3,500.00	\$ 1,239.13	\$ -	\$ -				
50175 - Slugg Bugg	\$ 3,300.00	\$ 3,530.00	\$ 3,300.00	\$ 3,300.00				
50176 - Landscaping Service	\$ 10,000.00	\$ 7,800.00	\$ 37,440.00	\$ 40,435.20				
50177 - Turf Star	\$ 10,000.00	\$ 7,215.04	\$ 12,000.00	\$ 12,000.00				
50178 - Cliff's/Clarks Pest Control, Inc.	\$ 5,000.00	\$ 5,735.00	\$ -	\$ -				
50180 - Paychecks Flex	\$ 1,700.00	\$ 1,487.50	\$ 2,000.00	\$ 2,160.00				
50181 - Streamline	\$ 5,040.00	\$ 2,940.00	\$ 5,040.00	\$ 5,040.00				
50182 - Star Pro Security	\$ 56,200.00	\$ 53,102.48	\$ -	\$ -				
50183 - Clover	\$ -	\$ 1,551.62	\$ 3,000.00	\$ 3,000.00				
Dues/Subscriptions/Memberships								
50205 - CARPD	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00				
50206 - CSDA	\$ 5,752.00	\$ 7,262.00	\$ 7,300.00	\$ 7,300.00				
50208 - Amazon Prime	\$ 130.00	\$ 173.91	\$ 200.00	\$ 210.00				
50211 - CalPELRA	\$ 740.00	\$ -	\$ 410.00	\$ 60.00				
50212 - Chamber Memberships	\$ 550.00	\$ 150.00	\$ 600.00	\$ 600.00				
50213 - CPRS	\$ 850.00	\$ 970.00	\$ 1,000.00	\$ 1,000.00				
50214 - NRPA	\$ 400.00	\$ 180.00	\$ 900.00	\$ 900.00				
50215 - GFOA	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00				
50217 - The Record Gazette	\$ 60.00	\$ -	\$ 60.00	\$ 60.00				
50218 - STMA	\$ 400.00	\$ 285.00	\$ 400.00	\$ 400.00				
50219 - CSMFO	\$ 50.00	\$ 125.00	\$ 125.00	\$ 125.00				
50221 - PAPA	\$ 100.00	\$ 50.00	\$ 200.00	\$ 200.00				
50229 - Costco	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00				
Equipment Purchases - Buildings								
50248 - East	\$ 800.00	\$ -	\$ 800.00	\$ 800.00				
50249 - West	\$ 800.00	\$ -	\$ 800.00	\$ 800.00				
50245 - Grange	\$ 6,500.00	\$ 4,377.06	\$ 6,500.00	\$ 6,000.00				
50246 - Maintenance	\$ 1,400.00	\$ -	\$ 1,000.00	\$ 1,000.00				
50247 - NCCC	\$ 6,500.00	\$ 6,398.48	\$ 8,000.00	\$ 5,000.00				







**Beaumont-Cherry Valley Recreation and Park District  
Workshop - FY 23/24 24/25 Budget Projections**

50705 - NCCC Door Swipe Card Entry	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -		
50706 - Restroom Auto Locking System	\$ 70,000.00	\$ -	\$ 70,000.00	\$ -		
50707 - Radios/Repeaters	\$ -	\$ 4,215.30	\$ -	\$ -		
50708 - Field #1R ADA Walkway/Parking	\$ -	\$ 80,512.92	\$ -	\$ -		
50709 - BBQ Pit	\$ -	\$ 22,023.31	\$ -	\$ -		
50711 - Field #4 Fencing	\$ -	\$ 19,018.00	\$ -	\$ -		
Field #4 Improvements			\$ 6,100.00	\$ -		
Field #5 Improvements			\$ 10,000.00	\$ -		
Field #6 Improvements			\$ 10,000.00	\$ -		
Field #7 Improvements			\$ 9,500.00	\$ -		
Grange Flooring			\$ 3,000.00	\$ -		
Grange Landscaping			\$ 15,000.00	\$ -		
Grange Wall Fencing/Rod Iron			\$ 45,000.00	\$ -		
NCCC - Restrooms			\$ 100,000.00	\$ -		
NCCC - BBQ			\$ 15,000.00	\$ -		
Franco Garden - Grass/Heaters			\$ 25,000.00	\$ -		
Woman's Club Flooring			\$ 25,000.00	\$ -		
Woman's Club Kitchen			\$ 20,000.00	\$ -		
Woman's Club Exterior/Interior Paint			\$ 50,000.00	\$ -		
Bogart Money Machine			\$ 46,000.00	\$ -		
Bogart Kiosk Building			\$ -	\$ -		
			\$ 6,085,093.97	\$ 5,728,841.85	\$ -	\$ -





## Staff Report

Agenda Item No. **3.4**

**To:** Board of Directors

**From:** Dodie Carlson, Athletic Coordinator

**Via:** Duane Burk, General Manager

**Date:** June 14<sup>th</sup>, 2023

**Subject:** Approval of BYB/SB Field Use Dates.

### **Background and Analysis:**

On December 2022 the Beaumont-Cherry Valley Recreation and Park District Board approved the Beaumont Youth Baseball/Softball (BYB/SB) License agreement.

BYB/SB would like to host four (3) Pony All-star Tournaments that were not included in the license agreement upon the time of approval and will have impact on the use of the fields.

**1. Friday, June 23<sup>rd</sup>, 2023 – Monday, June 26<sup>th</sup>, 2023 (Baseball)**

- a. Friday, June 23<sup>rd</sup>, 2023 Fields #1 – 7 - 3:00pm – 10:00pm.
- b. Saturday, June 24<sup>th</sup>, 2023 Fields #1 – 7 – 6:30am – 10:00pm.
- c. Sunday, June 25<sup>th</sup>, 2023 Field #1-4 & 7 – 6:30am – 10:00pm.  
Field #5 & 6 – 6:30am – 3:00pm
- d. Monday, June 26<sup>th</sup>, 2023 Field 1, 4 – 7 – 3:00pm – 10pm

**2. Friday, June 30<sup>th</sup>, 2023 – Monday, July 3<sup>rd</sup>, 2023 (Baseball)**

- a. Friday, June 30<sup>th</sup>, 2023 Fields #1 – 7 - 2:00pm – 10:00pm.
- b. Saturday, July 1<sup>st</sup>, 2023 Fields #1 – 7 – 7am – 10:00pm.
- c. Sunday, July 2<sup>nd</sup>, 2023 Field #1-7 – 7am – 10:00pm.
- d. Monday, July 3<sup>rd</sup>, 2023 Field 1, 4-7 – 3:00pm – 10pm

**3. Tuesday, July 18<sup>th</sup>, 2023 – Sunday, July 23<sup>rd</sup>, 2023 (Softball)**

- a. Tuesday, July 18<sup>th</sup> 2023 Fields #2-5 & 7 - 3:00pm – 10:00pm.
- b. Wednesday, July 19<sup>th</sup>, 2023 Fields #1 – 7 – 3pm – 10:00pm.
- c. Thursday, July 20<sup>th</sup>, 2023 Field #2-4 & 7 – 3pm – 10:00pm.
- d. Friday, July 21<sup>st</sup>, 2023 Field 1 - 7 – 3:00pm – 10pm
- e. Saturday, July 22<sup>nd</sup>, 2023 Field 1-7 – 7am – 10pm
- f. Sunday, July 23<sup>rd</sup>, 2023 Field 1 – 4, & 7 – 7am – 10pm

### **Fiscal Impact:**

The will be no fiscal Impact to the District

### **Recommendations:**

Staff recommends that the Board review, comment and approve BYB/SB to use the fields for their additional Tournaments.

Respectfully Submitted,

Dodie Carlson  
Athletic Coordinator



2023 WEST ZONE PONY SOFTBALL  
Tournament Host Agreement

This agreement is between WEST ZONE PONY SOFTBALL, A DIVISION of PONY Baseball, Inc. and

The Host Of the: BYB Zone Div's: All  
Tournament dates: 7-18-23 Location - Noble Creek

RESPONSIBILITIES OF THE HOST

- 1. Appoint a Tournament Chairman who will function with his/her Committees in accordance with the Tournament Operations provided herein by West Zone PONY Softball.
- 2. Pay to PONY Softball host fee, the sum of \$ 50 Per division for a total of \$ 25 to be paid by ASAP. Any and all Advance payment shall be forfeited in the event the host fails to host the Tournament for any reason other than failure on West Zone PONY to provide according to this agreement.
- 3. Shall assume other costs of hosting this tournament including, but not limited to:

- A. properly maintained and safe playing facilities, grounds crew, public address announcer and an adequate number of volunteers to successfully stage this tournament, including field lighting.
- B. official scorer for each game.
- C. Proper Sanitation
- D. Current year, PONY registered umpires
- E. Proper liability insurance (see # 8 below)
- F. security & emergency medical service
- G. printing of programs, concessions stands
- H. parking facilities, advertising
- I. Tournament Liason
- J. All Volunteers must wear league shirts

- 4. Shall provide a minimum of TWO (2) PONY Registered umpires for each game. Umpires will be assigned by PONY Softball and paid for by the Host League at a cost set by PONY Softball. (Lower Division Umpires will be discussed)
- 5. All matters pertaining to local policy such as selection of personnel for committees and work assignments, related tournament activities, and items to be sold at refreshment and concession stands, shall be the responsibility of the Host, with the exception that alcoholic beverages will not be consumed at or in the ball park at anytime during the dates above.
- 6. Sponsoring Organizations shall be responsible for acquisition of proper insurance coverage including General Liability and Completed Operations Coverage and name PONY Baseball, Inc. and West Zone PONY Softball as additionally insured. Sponsoring Organizations, shall indemnify and holds harmless, PONY Baseball, Inc., from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable attorneys fees, obligations or charges of any way concerned with or relating to your activities unless caused by PONY Baseball, Inc's. own gross negligence or willful misconduct.
- 7. ADA Interpretation - PONY players who, because of a disability, need a reasonable modification to PONY's rules, policies, or practices in order to participate fully and equally in PONY games should describe in the space below the modification needed and how the modification will address the player's disability. (Note that PONY may refuse any request that will result in a fundamental alteration to an essential aspect of PONY's program.)

PONY players who are deaf or substantially limited in hearing may use a sign language interpreter, or other auxiliary aid, during games. PONY and/or the local league shall ensure that any such player who requests a qualified sign language interpreter is provided with such an interpreter free of charge. If a player prefers to instead select and pay his or her own sign language interpreter, or use an acquaintance as an interpreter (i.e.. a family member), this is permitted under PONY rules. If you need a sign language interpreter or other auxiliary aid, please provide the following information. Describe the auxiliary aid that would provide effective communication based on your communication needs:

Do you (the host) want PONY to ensure that you have a qualified sign interpreter? Yes \_\_\_\_\_ No X

If you are providing your own sign language interpreter, please provide that individual's contact information

here: \_\_\_\_\_

**RESPONSIBILITIES OF PONY BASEBALL AND SOFTBALL**

- 1. Appoint a Tournament Director who shall function in accordance with the Tournament Operations Manual provided by PONY Baseball, Inc. and who shall supervise the administration of the game related events.
- 2. Shall be responsible for the game schedule, including rescheduling as a result of inclement weather or other unforeseen situations.
- 3. Shall conduct a pre-tournament meeting in accordance with the Tournament Operations Manual, with all teams present to discuss tournament activities, including, but not limited to, conformation of player eligibility (i.e. birth dates, local league participation requirements), eligibility affidavits, housing, feeding, local transportation, travel allowance, medical release forms, proper accident, medical and liability insurance, tournament team emblems, review of tournament rules, player and coaching staff conduct and winner advancement.
- 4. Shall be responsible for the selection of registered PONY umpires for each game.
- 5. PONY Baseball and Softball ("Property"), hereby grants a nonexclusive license for the use of names, logos and word marks (the "Licensed Marks") of the Property on or association with products to be sold or distributed for free in conjunction with this tournament. The Tournament Host, whose name appears above, must be fully registered member (in good standing) of PONY Baseball and Softball. The Host is authorized to produce products with the Licensed Marks for this tournament only. No other use of Licensed Marks is authorized. Licensed Marks can be obtained by contacting PONY Baseball and Softball.
- 6. Shall furnish all player and team awards, as determined and authorized by West Zone PONY Softball.. The playing of the National Anthem of the United States; the anthems of other nations which have teams participating in the tournament, if available, and recitation of the PONY Softball or suitable prayer, shall be included in the pre-game and/or between game ceremonies as agreed upon by the Tournament Director and Host.
- 7. Any additions, deletions or changes to this agreement must be agreed upon by the parties to this agreement and be placed in writing as an addendum to this agreement.

**SPECIAL CONDITIONS - NOTES**

PONY License Fee - **\$50.00 per age group** / tournament (to be paid by separate check to PONY Inc.) and submitted with this contract. Total license fee: \$ \_\_\_\_\_ **TOTAL OF ALL FEES DUE: \$** \_\_\_\_\_ S.C. 1:  
 \_\_\_\_\_ S.C. 2:  
 \_\_\_\_\_ S.C. 3:  
 \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
**Authorized Agents for PONY BASEBALL & SOFTBALL, INC.**

*Dodie Cook*  
 \_\_\_\_\_ Date: 5-17-23  
**Authorized Agent for Tournament Host**



**Staff Report**

Agenda Item No. **3.5**

**To:** Board of Directors  
**From:** Mickey Valdivia – Assistant General Manager  
**Via:** Duane Burk, General Manager  
**Date:** June 14, 2023  
**Subject:** Approval of “Going Dark” in July 2023

**Background and Analysis:**

Public agencies on occasion “go dark” at certain times of the year. Going dark refers to officially cancelling a regularly scheduled public meeting in advance. The most typical applications of going dark occur around the holidays and summertime (July & August) when families of employees typically go on vacation. Another reason is that there simply may not be enough materiel to justify having a meeting. Also, this scenario can accommodate Board Members who take vacations around the holidays and summers as well. Finally, going dark in July allows staff time to load the new budget, examine contracts, and essentially get ready for the new fiscal year.

In the unforeseen event that official action is warranted by the Board during the proposed time off, the provision of calling a “special meeting” via the Brown Act can be applied at any time as long as posting standards are correctly applied.

**Fiscal Impact:**

There is no fiscal impact to the proposed action of “going dark” in July of 2023.

**Recommendations:**

Staff recommends that the Board of Directors “go dark” on 7/12/2023.

**Respectfully Submitted,**

A handwritten signature in black ink, appearing to read "Mickey Valdivia", written over a white background.

Mickey Valdivia  
Assistant General Manager – Human Resources Administrator



## **Department Report**

Agenda Item No. 4

**To:** Board of Directors:

**From:** Ryann Flores, Human Resources Assistant/Clerk of the Board

**Date:** June 14, 2023

**Subject:** May 2023

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### **Reporting:**

- The Human Resources department has hired (4) new employees. (3) Casual Recreation Assistants, Averie Whittle, Cayden Harwood, and Ralph Keaton, and (1) Maintenance employee to fill a temporary full-time vacancy, Noah Valdivia (rehire).
- There are a total of 31 employees and 7 Board members that need to complete the AB 1825 Sexual Harassment Avoidance Training.
  - As of today, (75%) of staff has completed the training.
- The Assistant General Manager and I attended a meeting with the CPS HR Consulting group for the HR Audit. The District has received the first draft audit on June 7, 2023.
- Workers Compensation- Cases/Incidents/Accidents – No open cases. It has been 466 days since our last employee accident.
- The next Employee of the Quarter Luncheon will be held on Wednesday, June 28<sup>th</sup>. I will send the invitations with the remaining details.

### **Training:**

- I attended the following webinars:
  - CAPRI May the Fourth be with You! – Insurance Updates in the Industry
  - CalPERS Advanced Compensation Reporting Class

### **Community/Networking:**

- May 5, 2023 – Cinco de Mayo Festival
- May 12, 2023 – 4<sup>th</sup> Annual Foundation Golf Tournament
- May 17, 2023 – Banning Chamber Breakfast / East Valley Association of Realtors Event
- May 19, 2023 – Memorial Wall Dedication

**Respectfully Submitted,**

A handwritten signature in blue ink that reads "Ryann Flores".

Ryann Flores

Human Resources Assistant/Clerk of the Board



## **Department Report**

Agenda Item No. 4

**To:** Board of Directors  
**From:** Dodie Carlson, Athletic Coordinator  
**Date:** June 7, 2023  
**Subject:** May 2023

### **Reports**

The spring season started on May 1, 2023 with 32 teams.

- Monday women's 5 teams
- Tuesday men's 8 teams
- Thursday Co-ed 13
- Sunday CO-ed 6 teams

### **Projects:**

- Schedules of slow pitch, fields for up coming tournaments.
- Setting up for the summer adult ball season.
- Park signage, fire lanes, field numbers and distances.
- Booking tournaments for late summer.

### **Other:**

BYB is now into the All-Star part of their season.

- Closing day was May 20, 2023. BYB is very thankful for the wonderful BBQ done by the foundation. Thank you Chris for the presenting of the MVP trophies.
- All Star tournaments, Warm up June 8-11, "C" district Softball June 16-18, Pony baseball June 23-26. June 30-July 3rd and Pony Softball July 18-23, 2023
- September 5, 2023 will start the fall season for baseball and softball.

**Respectfully Submitted,**

Dodie Carlson  
Athletic Coordinator



**Department Report**

**To** Board of Directors

**From:** Lilian Averette

**Date:** June 14, 2023

**Subject:** May 2023

**Report:**

In the month of May we hosted our very first taco festival on May 6<sup>th</sup> and I am happy to announce that it was a great success. We were able to partner with CALIDAD Beverage Company and Adrian Gonzales (Former MLB Player) and we hope to continue to do so in the future. The entire staff put an outstanding effort to make it a memorable event and their hard work truly paid off.

In additionally, I had the opportunity to attend my first Foundation Golf Tournament and it was an incredible learning experience, as I got to witness the dedication and commitment of the players and our Foundation members.

Additionally, I also had the chance to participate in the Avila Horseshoe Tournament, for the first time. It was an amazing time and I learned a great deal from the veteran players.

Finally, May was a month filled with new experiences and exciting opportunities. I look forward to more events in the future and hope that we can continue to uplift and inspire each other through these events.

**District Events:**

- Movies Under The Star/Fun Day at The Park - July 17, 2023 at Noble Creek Regional Park Meadow
- National Night Out - July 28, 2023 at Noble Creek Regional Park Meadow


**District Past Events:**

- Cinco De Mayo Taco Festival - May 6, 2023
- Foundation Golf Tournament - May 12, 2023
- Memorial Wall Dedication - May 19, 2023
- BYB Closing Date - May 20, 2023
- Avila Horseshoe Tournament - May 27, 2023

**Community/Networking:**

- Good Morning Beaumont Breakfast - May 5, 2023
- Calimesa Chamber Breakfast - May 9, 2023
- Banning Chamber Sunrise Breakfast - May 16, 2023
- Guest speaker at East Valley Association of Realtors – May 16, 2023
- Grand Opening for Nekter- May 18, 2024
- Scholarship Awards Tea – May 25, 2023
- Market in the Park Opening Day - May 26, 2023
- Announced at the 103<sup>rd</sup> Cherry Festival June 2-4, 2023

**Respectfully Submitted,**

  
Lilian Averette  
Activities Coordinator



## **Department Report**

Agenda Item No. 4

**To:** Board of Directors  
**From:** Aaron Morris, Maintenance Assistant Superintendent  
**Date:** June 14, 2023  
**Subject:** May 2023

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### **Report:**

Good Evening Board,

Here are a few other items that the Maintenance Department has been working on:

### **Other:**

- All of the turf outfields and event areas were fertilized for the upcoming season.
- Staff installed new infield irrigation systems on fields 5 and 6.
- Staff assisted BYBSB by proving the stage for closing ceremonies.
- Staff has been working on the fields to prepare for the upcoming All-Stars tournaments.
- The District finalized the new uniform contract with Cintas.
- I've been having staff take free online training courses to improve their baseball field maintenance practices through Groundkeepers University.
- Trevor Stull passed his QAC (Qualified Applicator Certificate) and will now assist in applying pesticides throughout the grounds.

Respectfully Submitted,

Aaron Morris  
Assistant Maintenance Superintendent





**Department Report**

Agenda Item No. 4

**To:** Board of Directors  
**From:** Nancy Law, Executive Assistant  
**Date:** June 14<sup>th</sup>, 2023  
**Subject:** May 2023

**Report:**

The Finance Committee met Monday, June 12<sup>th</sup>, 2023 to review May 2023 Financial Reports for Fiscal Year 2022-2023.

Property Tax Disbursement – The Executive Assistant has not received deposits for May 2023 as of 6/7/2023.

The Executive Assistant has transferred into the Reserve fund the \$5,000.00 monthly contribution for May 2023, bringing our Reserve balance to \$174,124.99, and transferred into the Money Market account \$7,500.00 monthly contributions for May 2023 bringing our balance to \$218,660.38.

**Other:**

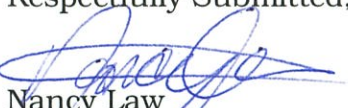
- ❖ Executive Assistant has been working with the Auditors for Fiscal Year 21/22 in preparation for Site-Visit on the weeks of June 5<sup>th</sup>, 2023 – June 9<sup>th</sup>, 2023 and June 26<sup>th</sup>, 2023 – June 30<sup>th</sup>, 2023.
- ❖ Executive Assistant has been completing Payroll Training with Alyssa Fuimaono for the Month.
- ❖ Executive Assistant completed the bid opening for Bogart Regional Park ADA Parking Lot Improvements on May 2<sup>nd</sup>, 2023.
- ❖ Executive Assistant attended CAPRI Workshop “May the 4<sup>th</sup> Be With You” on 5/4/2023.
- ❖ Executive Assistant attended an Entrance Conference with the COVID 19 Funding Auditors.
- ❖ Executive Assistant met with the AMS and Cintas regarding Contract changes.

**Community/Networking:**

- ❖ Executive Assistant attended the Beaumont Chamber Breakfast on 5/5/2023.
- ❖ Executive Assistant attended Cinco de Mayo on 5/6/2023.

**Recommendations:** This report is for informational purposes only.

Respectfully Submitted,

  
Nancy Law  
Executive Assistant



**Department Report**

Agenda Item No. 4

**To:** Board of Directors

**From:** Mickey Valdivia

**Date:** June 14, 2023

**Subject:** May 2023

**Report:**

1. The AGM has taken (along with Ryann Flores) the CPS HR Consulting Audit to its final stages. On 6/07/2023, the District received a final draft of their finding. We will report back to the personnel committee and then the Board the findings and recommendations.
2. The Personnel Committee is working on employee retention strategies aimed at providing modern benefits that allow the District to retain and recruit the most highly qualified individual to serve the District.
3. Health insurance benefits – Presentation in August 2023
4. The AGM will be working with the GM on the Cherry Festival Committee for 2024.
5. AGM attended various District and Regional events.

**Other:**

1. The AGM has examined internal controls regarding facility rentals. There are some deficiencies and the staff is collectively working to remedy these issues. We have developed short, medium, and long range plans to improve our overall efficiencies.
2. AGM will attend an exploratory trip (July 23') to "Swing Time" in San Luis Obispo to examine the features and potential partnership for DTR in the future.
3. Calimesa Chamber of Commerce - Guest Speaker Mickey Valdivia – 6/13/2023 Parks & Water

**Community/Networking:**

SGPWA – All of May meetings as posted  
AGM will be the featured speaker at the Calimesa Chamber Breakfast on 6/13/2023  
Pass Area Student of the Year  
Beaumont Water Master  
Avila Horseshoe Tournament  
Cinco De Mayo (May 5<sup>th</sup>)  
Regional Chamber Breakfast -

**Respectfully Submitted,**

Mickey Valdivia  
Assistant General Manager / Human Resources Manager