



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, January 11, 2023 5:15pm
Noble Creek Community Center 390 W. Oak Valley Parkway Beaumont, CA 92223

AGENDA

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 "The legislative body holds a meeting during a proclaimed state of emergency, and 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 above special provisions allowing for teleconference meetings will only apply during a Governor-declared state of emergency, and we are still presently in a statewide state of emergency.

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: Workshop Session to Begin at 5:15pm

- AB 1234 – Ethics Training (1 of 2 hours)

REGULAR SESSION: Regular Session to Begin at 6:15pm

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

Invocation:

Pledge of Allegiance:

Presentations: Happy Birthday Director Flores

Annual Awards:

- 10 years of service – Dodie Carlson
- 10 years of service – Alyssa Fuimaono
- Part Timer of the Year Award – Jackson Grantz
- Make it Happen Award – Trevor Stull
- Employee of the Year – George Ramirez
- Director's Choice Award – Nicholas Hughes & Taylor McCafferty
- General Manager's Choice Award – Taylor McCafferty

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. 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 December 14, 2022 – Swearing in Elected Officials

2.2 Minutes of December 14, 2022

2.3 Bank Balances for December 2022

2.4 Warrants for December 2022

2.5 Review of Board Code of Ethics Policy and Attendance Policy

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

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

3.1 Board Reorganization

3.2 Committee Assignments

3.3 Approval of 2023 Facility Use Agreements

3.3.1 Beaumont Library

3.3.2 Beaumont Lion's Club

3.3.3 Calico Quails Square Dancing

3.3.4 Thunder Alley

3.4 Approval of Notice to Vacate Property at 37356 Cherry Valley Blvd.

4. DEPARTMENT REPORTS:

Human Resources Administrator:

Executive Assistant: Nancy Law

Activities Coordinator: Lilian Averette

Assistant Maintenance Superintendent: Aaron Morris

Athletic Coordinator: Dodie Carlson

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.
- Finance – 1st Thursday of Every Month 4:00pm NCCC.
- Personnel – 3rd Thursday of Every Month 5:00pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30pm
- BCVRPD Board Meeting Schedule, NCCC

February 8, 2023

March 8, 2023

April 12, 2023

5.2 Upcoming Holidays

Monday, January 16, 2023 – Martin Luther King Day

5.3 Events

None.

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 January 6, 2022.



Ryann Flores, BCVRPD Clerk of the Board



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)
SWEARING IN ELECTED OFFICIALS REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, December 14, 2022 5:00pm

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: None.

REGULAR SESSION: Regular Session to Begin at 5:00pm

Regular session began at 5:02pm.

Roll Call:

Director De La Cruz: Present

Director Ward: Arrived at 5:05pm via teleconference

Treasurer Flores: Present via teleconference

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

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

Pledge of Allegiance: Director De La Cruz led the pledge of allegiance.

Presentations: Exiting of elected official, Armando De La Cruz.

Chairman Hughes thanked Armando De La Cruz for his time as a Board member and wished him the best of luck. Armando was presented with a Resolution of Recognition from the California Association of Recreation and Park Districts, a plaque from the Beaumont-Cherry Valley Recreation and Park District, and a plaque from 5th District Supervisor, Jeff Hewitt. Armando De La Cruz shared a few words of his experience and thanked the Board as well as Duane. Mickey Valdivia said a few words regarding his relationship with Armando and Armando's departure. All Board members thanked Armando and wished him the best in his future endeavors, and hope to see him in the next few years. Mike Aldrich expressed his gratitude towards Armando and his work as a Board member.

Oath of office for incoming Board members.

5th District Supervisor, Jeff Hewitt, swore in Mike Aldrich and incumbent Chris Diercks.

ADJOURNMENT:

Motion made to adjourn the meeting at 5:21pm.



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, December 14, 2022 6:15pm

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: None.

REGULAR SESSION: Regular Session to Begin at 6:15pm

Regular session began at 6:16pm.

Roll Call:

Director Aldrich: Present

Director Ward: Present via teleconference

Treasurer Flores: Present via telephone

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

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

Invocation: Chairman Hughes gave the Invocation.

Pledge of Allegiance: Vice-Chair/Secretary Diercks led the pledge of allegiance.

Presentations: None.

Adjustments to Agenda: None.

1. PUBLIC COMMENT:

Chairman Hughes opened public comment at 6:17pm. Hearing none, public comment closed at 6:17pm.

2. CONSENT CALENDAR:

2.1 Minutes of November 22, 2022

2.2 Bank Balances for November 2022

2.3 Warrants for November 2022

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

Albert Maldonado commented on item 2.4. 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.

Changes have been made to reflect that item 2.1 reads Chairman Hughes opened public comment under Public Comment rather than Vice-Chair/Secretary Diercks.

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

Initial Motion: Vice-Chair/Secretary Diercks

Second: Director Aldrich

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

Attorney, Albert Maldonado, reiterated the AB2449.

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

3.1 Approval of 2023 Parking Fee Dates

Chairman Hughes opened public comment at 6:24pm. Hearing none, public comment ended at 6:24pm.

One correction needs to be made as the subject should read 2023 rather than 2022.

Motion was made to accept item 3.1.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Chairman Hughes

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.2 Approval of 2023 Calendar of Events

Chairman Hughes opened public comment at 6:26pm. Hearing none, public comment ended at 6:26pm.

One correction needs to be made as the subject should read 2023 rather than 2022.

Motion was made to accept item 3.2.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Chairman Hughes

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.3 Approval of 2023 Facility Use Agreements

- 3.3.1 Church for Family
- 3.3.2 The Yoga Connection
- 3.3.3 Cherry Valley Horseman's Association
- 3.3.4 Beaumont Woman's Club
- 3.3.5 Primo's Tacos
- 3.3.6 John Wiley Guitar Class
- 3.3.7 Enlighten Dogs
- 3.3.8 San Gorgonio Pass Historical Society
- 3.3.9 Heart and Soul Line Dancing
- 3.3.10 Marital Arts

3.3.11 Beaumont Youth Baseball

Chairman Hughes opened public comment at 6:28pm. Andrew Trotter with Thunder Alley stated that he did not see his Facility Use Agreement on the agenda and is ready to sign it at the moment. His Facility Use Agreement will be approved at the next meeting. Public comment ended at 6:30pm.

Corrections need to be made as items 3.3.3, 3.3.4 and 3.3.11 need to read 2023 rather than 2022 and item 3.3.10 needs the waiver signed.

Motion was made to accept item 3.3.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.4 Approval of Actuarial Study of Retiree Health Liabilities Under GASB 74/75

Chairman Hughes opened public comment at 6:33pm. Hearing none, public comment ended at 6:33pm.

Motion was made to accept item 3.4.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.5 Approval of Mid-Year Budget Changes

Chairman Hughes opened public comment at 6:35pm. Hearing none, public comment ended at 6:35pm.

General Manager, Duane Burk, and Chairman Hughes confirmed that the \$35,000.00 will be added to fund the Assistant General Manager position in addition to the Human Resources Administrator position.

Motion was made to accept item 3.5.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.6 Approval of 10 Year Capital Improvement Needs List

Chairman Hughes opened public comment at 6:39pm. Hearing none, public comment ended at 6:39pm.

General Manager, Duane Burk, noted that the law has changed our rates from a flat rate per house to per square foot. With this, the District will need an updated needs list and will move forward with hiring a consultant to evaluate and will work with the City and County. As Duane Burk met with Finance Committee in great length, at the moment, funding is limited and some projects have been shifted.

Motion was made to accept item 3.6.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 5-0
Director Aldrich: Aye
Director Ward: Aye
Treasurer Flores: Aye
Vice Chair/Secretary Diercks: Aye
Chairman Hughes: Aye

3.7 Consideration to Waive Snack Bar Fees BYBSB

Chairman Hughes opened public comment at 6:42pm. Hearing none, public comment ended at 6:42pm. Director Aldrich raised question about the item and if the District is able to rent out the snack bars during off season. Dodie mentioned the two snack bars are different charges and that BYBSB has their equipment in the snack bar so it cannot be rented out. Chairman Hughes believes that the District and BYBSB need to work more closely and have interaction during events throughout the year. There needs to be more of an understanding as to what and when things need to be fixed at the time noticed and work together to do so. Treasurer Flores stated that getting ahead of the season would be best. The District should visit BYBSB's needs and see what can be in a possible partnership. Steve Wagner agreed and informed that he is always open to questions. Steve also noted that BYBSB is one of the least expensive sports here in the City of Beaumont and without the use of the snack bar, they would be in the negative every season. Vice-Chair/Secretary Diercks clarified that the Facility Use License Agreement is strictly for the East snack bar and that the District puts its money into the park and he would like to see some money being put back in. Chairman Hughes would like Vice-Chair/Secretary Diercks and Director Aldrich to be placed on the BYB Committee and to hold a meeting with the BYBSB Board to get better understanding. Corrections need to be made to the consideration as the period of time asked for (in months) is incorrect. They need to be changed from July-August to August-September.

Vice-Chair/Secretary Diercks and Director Aldrich will meet with the Beaumont Youth Baseball/Softball Board.

Motion was made to accept item 3.7.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Director Aldrich

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.8 Acceptance of Purchase of House at Danny Thomas Ranch from Improvement Corporation

Chairman Hughes opened public comment at 7:21pm. Hearing none, public comment ended at 7:21pm.

Motion was made to accept item 3.8.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 5-0

Director Aldrich: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

4. DEPARTMENT REPORTS:

Human Resources Administrator:

- We have 27 employees;

- New Hires

- Zack Jellsey - Part-Time, Maintenance I

- Breana Morris – Part-Time, Special Projects

- Workers Compensation- Cases/Incidents/Accidents – No open cases. It has been 324 days since our last employee accident.
- We are still hiring for Part-Time Maintenance and Part-Time Casual employees.
- Aaron Morris and Lilian Averette Interviewed (7) potential employees.
- We have requested from CPS HR Consulting a proposal to do an Audit of the department.

- Executive Assistant: Nancy Law

- The Finance Committee met Monday, December 12th, 2022 to review November 2022 Financial Reports for Fiscal Year 2022-2023.
- The Monthly Financial Report consisted of the Profit & Loss Budget vs. Actual, as well as the Bank Account Balance Spreadsheet and Warrant Registers which are also included in the Board Packet.
- Property Tax Disbursement – The Executive Assistant has not received deposits into the Riverside County Fund for November 2022 as of December 8th, 2022.
- The Executive Assistant has transferred into the Reserve fund the \$5,000.00 monthly contribution for November 2022, bringing our Reserve balance to \$144,072.23, and transferred into the Money Market account \$7,500.00 monthly contributions for November 2022 bringing our balance to \$173,613.90.
- Executive Assistant is worked of Public Records Requests.
- Executive Assistant has submitted the CDBG 23/24 Application on November 18th, 2022.
- Executive Assistant has received the FCC (Federal Communications Commission) Licensing for our radios.
- Executive Assistant has been in communication with City of Beaumont regarding sewer rates.
- Executive Assistant has been working on Mid-Year Budget
- Executive Assistant has been working on 10 Year Capital Improvement Needs List.
- Executive Assistant met with Sam regarding Per Capita Application.
- Executive Assistant and General Manager met with CPS HR Consulting.
- Executive Assistant worked with Halliday and Company on the 21/22 Audit at the office.
- Executive Assistant attended a workshop for Riverside County Nonprofit Assistance Funding.
- Executive Assistant met with California Department of Finance for a COVID-19 Relief Funds Audit.
- Executive Assistant has been completing Payroll for the Month.
- Executive Assistant is working on Special Districts' Financial Transactions Report for the California State Controller
- Executive Assistant is working on LAFCO 2022 Unincorporated Community-Five Year Report.

- Activities Coordinator: Lilian Averette

- COVID-19 Testing Facility at the Woman's Club will continue through December 31, 2023.
- The District participated in this year City Veteran's Parade on November 11th. We had the pleasure of having two Veterans participate on our Float. David Valdivia SR and his grandson Gilbert Valdivia both Served in the Army.
- On November 28th we had our tree lighting ceremony at the grange to continue the tradition each year for the Cherry Valley and Beaumont residents to enjoy! Although we moved the Winterfest to the Meadow we still wanted the tradition go on.
- Our 29th Annual Winterfest was held on December 2nd and 3rd down in Meadow at Noble Creek Regional Park. This year we had over 40 vendors and 8 food vendors for the public to visit and enjoy. We even had Santa Clause in his very own little Ginger bread house to have kids take picture and enjoy. The Starlight and Dance Spectrum students performed for the spectators.

- I would like to thank some of our sponsors who donated to this year Winterfest: Andrew Trotter and Cherry Valley Nursery for their donation in this year's Winterfest.
- We will continue to have more exciting events for 2023
- I attended the Calimesa Chamber Breakfast and the Beaumont Chamber Breakfast and also the Banning Chamber Breakfast.
- I will also be attending the Beaumont, Banning and Calimesa Chamber Breakfast this month.

Assistant Maintenance Superintendent: Aaron Morris

- Staffs assisted in the set up and tear down of the District's annual Winterfest event.
- I have been working on getting the DAN System up and running for the Bogart Kiosk Money Machine.
- Trained staff on the Gopher X smoker machine up in Bogart to help with pest abatement.
- Wel-Tec went up to Bogart and pulled the pump to check for any issues.
- Pistilli Landscaping has been installing the split rail fencing in the Bogart Day Use Area.
- I have been working with Lilian hosting interviews for the Casual Recreation Assistant position.
- Staff is putting together the 4th Quarter Safety Committee Packet for the end of the year.

Athletic Coordinator: Dodie Carlson

- The adult fall season is winding down. Playoffs and Championships are being played. So far the Sunday winners are I'd Smash. By the time of the meeting the other 3 nights will have concluded. The 2023 winter season will start approximately the middle of January.
- We managed to get a 1 day tournament in November for DC travel baseball. We do have a softball promotor with a few dates on the calendar for 2023. The calendar remains very slow due the lack of staff for tournaments.
- We held the Spooky Spectacular tournament in October; those net profits went to the gifts for the winter wish program. We were able to provide 2 gifts per child for 2 families. Each family had 6 children each. During the adult fall season we also ran a canned food drive for winter wish also. The teams were very generous again this year with over 256 cubic feet of canned and dry foods. (See pictures)
- I would like to thank the Board of Directors, General Manager, and staff for their ongoing work for this district. I would like to thank the maintenance staff for their constant work on field improvements. The fields are improving. People are very happy to see all the improvements going on and are dealing with the inconveniences fairly well. Cannot wait for the new bathrooms at field 1.
- BYB is off to a great start with close to 300 players over the Black Friday weekend. They would like to thank the Board, staff and district for continually to make improvements to the park and fields.
- The Toys for Tots Tournament took place on December 10, 2022 and the adult ball teams were very generous.
- Dodie gave congratulation to the elected officials and noted that this year's Winterfest was phenomenal.

General Manager: Duane Burk

Duane attended two City of Calimesa meetings via Facebook and relayed that they have a new City Manager, William, and Bonnie Johnson will remain the Executive Assistant until June 30, 2023. Duane asked Chairman Hughes to consider adding a 2x2 for consideration to take over Calimesa's parks. He attended two City of Beaumont meetings. At the last meeting, Kyle Warsinski has the ability to do a downtown facade improvement program and maybe the District could qualify. It would be a dollar match, dollar for dollar for the Woman's Club in order to improve the facade outside of the facility. He thanked Albert for clarifying AB2449 due explaining it differently than he originally read it. Duane had a couple meetings with Shopoff and Best Best & Krieger regarding the Grant Deed and terms to the District as we are waiting for those easements recorded. The keys easements are the well site, the well itself, and the access to the future roads to the North.

Duane had taken Albert along with Director Aldrich on a tour to try and explain what the easements mean. Duane has asked Best Best & Krieger to facilitate a letter to the Water Master to assure that the District has the overlying water right on the property. There are some issues regarding how the well will be fenced and Duane will bring it back if there is something that he feels needs to be talked about. At Bogart Regional Park, there is split rail fencing being installed. The idea is to have accessibility for remote parking and hopefully ADA parking as well. He did not attend the Beaumont Chamber Breakfast, but was in the office and stated that there was a really nice turnout. He attended the Toys for Tots tournament and stated that there were a good amount of toys. He also attended the TurkeyFest. He noted that there were a lot of positive comments regarding the new pit and his Thanksgiving turkey came out very good. Duane also attended the tree lighting at the Cherry Valley Grange and the 29th Annual Winterfest. The demo of the Field 1 restrooms has been completed today and would like to meet with Vice-Chair/Secretary Diercks regarding ideas and changes. The well at Shopoff and the fencing at Bogart are still in the works. Aaron mentioned that the well exploded at Bogart. It was put in place in 2019 and he believes that it may have dismantled due to pumping sand. Duane gave Aaron the go ahead to do a massive wash as he does not want the iron to cause clogging. He will be bringing the quote for the well back to the Board. Duane has met with the Finance Committee and he and Nancy had worked on the LAFCO MSR report with five other special park districts. This report is completed, but not submitted. Duane stated that the Holiday Party was excellent and gave thank you to staff.

Attorney, Albert Maldonado, provided the Legislative Government Policy and Public Integrity guides to the Board and will provide it to those who were on teleconference via email. This guide includes gift rules, California Public Records Act, avoiding financial profits of interest, conflict and government contracts, a guide to help complete Form 700s, and the Brown Act.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Unified School District.
- Finance – 1st Thursday of Every Month 4:00pm NCCC.
- Personnel – 3rd Thursday of Every Month 5:00pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30pm
- BCVRPD Board Meeting Schedule, NCCC
 - January 11, 2023
 - February 8, 2023
 - March 8, 2023

5.2 Upcoming Holidays

Saturday, December 24, 2022 Christmas Eve
Sunday, December 25, 2022 Christmas Day

5.3 Events

None.

Woman's Club COVID testing through December 31, 2022

DIRECTORS MATTERS/COMMITTEE REPORTS

Director Aldrich:

Mike stated that he is very excited and looks forward to continuing to learn with his training wheels on.

Director Ward:

Denise thanked the Board and Albert for answering her questions. She also thanked Armando for his time serving on the Board and serving our community. Denise welcomed Chris and Mike on board and is excited to work with them. She stated that she has known Mike for a long time and believes that he has a lot to offer the community. She attended the tree lighting ceremony at the Cherry Valley Grange, the 29th Annual Winterfest, and the staff Holiday Party. She stated that Winterfest was a great event and had so many vendors and the

Holiday Party was so fun and organized. She was very impressed. Denise thanked Duane, her fellow Board members, and the staff as all has worked very hard on all events. She also thanked Albert for always being there for the District. She wished all Happy Holidays.

Treasurer Flores:

John stated that the Holiday Party was awesome and it seems that we seem to top ourselves every year. He made note to not lose sight previous year events going into the New Year. There is some clarification needed regarding the Memorial Wall event. He is excited for specific opportunities with the City of Beaumont. With the new venues we have such as the new development for Danny Thomas Ranch and the possible parks of Calimesa, they will open up a variety of venues for our constituents, the people we serve in the community. John thanked Armando for his service and encourages him to get in touch with Lilian to share his ideas for our Cinco de Mayo event next year. He gave congratulation to Mike Aldrich and welcomed him on board. John stated that the best he can encourage Mike to be is the doorknob. The Board is no more important than a doorknob as they serve a purpose in this community in its entirety. He told Mike to be him, people see him as Coach Mike, so bring Coach Mike to the table at every opportunity. He noted not to gravitate to what he knows, but gravitate to that plus expand his horizons. He is looking forward to working with Mike and having a new face on board. He stated that the things that have been accomplished as a Board and General Manager within the past eight years are incredible and not even comparable. He encouraged Duane to continue being himself and wished all a Merry Christmas.

Vice Chair/Secretary Diercks:

Chris gave a congratulation to Mike and said welcomed him on board. He stated that the Holiday Party was a smash hit and he wished everyone a Merry Christmas and Happy New Year.

Chairman Hughes:

Dan attended each event that Duane did including the Calimesa Chamber breakfast. He had a meeting with the new mayor of Beaumont, Julio Martinez, regarding the opinion of the potential change of location for the Cherry Festival and firework show to the Noble Creek Regional Park. He is looking forward to working with them. He agrees with the idea of obtaining a 2x2 with Calimesa and will move forward with it next month. The Holiday Party was great and Lilian and Ryann did a great job, especially keeping the secret for the dinner and show. He believes that it was in the top two or three holiday parties the District has ever had. The Board will go through the Board assignments and committee assignments next month. Dan stated that everyone is doing a great job and to just remember that the District has gone from 60 acres to about 580 acres because of all staff and the work that they do. He says the Board is just an arm of what staff does and there are still a lot of things that we need to do. He wishes all a Merry Christmas and a Happy New Year.

Attorney, Albert Maldonado, reminded the Board that he will be hosting the first hour of the two hour mandatory Ethics training (AB1234) at the January Board meeting. He would like to encourage all Board members to attend in person for the training.

6. ADJOURNMENT:

Motion made to adjourn the meeting at 7:53pm.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Chairman Hughes

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 12/31/2022

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 3,888.58	\$ 459,322.82	\$ 477,268.00	\$ 21,833.76	
2 Bank of Hemet - Payroll Account	\$ 5,592.62	\$ 83,286.60	\$ 85,000.00	\$ 7,306.02	
3 Bank of Hemet - Project Loan	\$ 3,371.52			\$ 3,371.52	Loan Payment 11/6/2023
4 Bank of Hemet - Bogart	\$ 8,884.71	\$ 9,765.53	\$ 2,081.00	\$ 1,200.18	
5 Bank of Hemet MM	\$ 173,613.90		\$ 7,507.17	\$ 181,121.07	7,500 Monthly Deposits for loan payment 11/2021
6 Bank of Hemet - Reserve Fund	\$ 144,072.23		\$ 5,004.50	\$ 149,076.73	
7 Bank of Hemet - Quimby/DIF	\$ 57,930.52	\$ 75,000.00	\$ 69,268.48	\$ 52,199.00	
8 Petty Cash	\$ 500.00			\$ 500.00	
9 Riverside County Fund	\$ 159,895.40	\$ 300,000.00	\$ 728,420.77	\$ 588,316.17	December 2022 Disbursements
10	\$ 557,749.48	\$ 927,374.95	\$ 1,374,549.92	\$ 1,004,924.45	
11 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 88,690.42		\$ 5,000.00	\$ 93,690.42	NOT to be USED
13 Capital Reserve	\$ 55,381.81		\$ 4.50	\$ 55,386.31	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 144,072.23	\$ -	\$ 5,004.50	\$ 149,076.73	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 12/31/2022

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 Bank of Hemet	\$ 82,276.22	\$ 47,371.56	\$ 60.00	\$ 34,964.66	

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
December 2022

Type	Date	Num	Name	Memo	Amount
10005 - Bank of Hemet - Operating					
Check	12/01/2022	125425	Dan Hughes	Director Fees - November 2022	-600.00
Check	12/01/2022	NL12012022	Clover	Monthly Equipment Rental	-139.85
General Journal	12/05/2022	Trans120522		Transfer to Operating for Capital Improvement Bills	35,000.00
Bill Pmt -Check	12/05/2022	2255037-39	CalPERS	Employee - Retirement	-5,212.80
Check	12/07/2022	125426	Angela Brown	Refundable Security Deposit - Birthday Party - 11/19/2022	-500.00
Check	12/07/2022	125427	Kaboo Leasing Co.	Remove Old Railing, Install new ADA Railing at F# 1 Middle Parking Lot	-3,600.00
Check	12/07/2022	125428	Giovanni Mays & Kenji Salas	Refund for Cancelled event - 12/17/2022	-1,100.00
Check	12/07/2022	RF12072022	Beaumont Chamber of Commerce	Beaumont Chamber Breakfast - (4) Attendance	-125.00
Check	12/07/2022	DB12072022	Casa Trejo	Bus Meal - Duane Burk, Chris Diercks & Dan Hughes - Fire Board Meeting	-116.29
General Journal	12/08/2022	Tran120822		Transfer to Payroll for PR 12/09/2022	-45,000.00
Check	12/08/2022	125429	Javier E. Coia	Adult Softball Umpire	-210.00
Check	12/08/2022	125430	Malik Coleman	Adult Softball Umpire	-210.00
Check	12/08/2022	125431	Michael Ruffie	Adult Softball Umpire	-120.00
Check	12/08/2022	125432	Jackson Grants.	Adult Softball Umpire	-60.00
Bill Pmt -Check	12/08/2022	125433	Bay Alarm Company	Monthly Alarm Service	-159.00
Bill Pmt -Check	12/08/2022	125434	Blue Shield	Employee - Dental Insurance	-544.10
Bill Pmt -Check	12/08/2022	125435	City of Beaumont	Utilities - Sewer (Woman's Club)	-96.48
Bill Pmt -Check	12/08/2022	125436	Department of Justice	Employee - Fingerprinting - Jellisy, Zacky & Morris, Breana	-64.00
Bill Pmt -Check	12/08/2022	125437	Grand American Builders, Inc.	Bogart Grounds Faucet repair, Snake and clear sewer RV #21, Project Management, Fire Pit fencing, Grange Message Board, Install Blinds at Bogart Maintenance Shop, Split Fencing at Bogart Meadow.	-5,658.32
Bill Pmt -Check	12/08/2022	125438	Hibachi Master Abel	Staff Holiday Party - Food	-2,900.00
Bill Pmt -Check	12/08/2022	125439	Land Engineering Consultants, Inc.	Provide draft parking lot imp. plan for CDBG Project (Bogart Parking Lot)	-1,384.00
Bill Pmt -Check	12/08/2022	125440	Safety Compliance Company	Safety Meeting 11/03/2022 Topic: Radio Etiquette	-250.00
Bill Pmt -Check	12/08/2022	125441	Star Pro Security Patrol Inc.	one unarmed officer 8hr/5day - 11/21/2022-11/27/2022	-1,408.00
Bill Pmt -Check	12/08/2022	125442	United Rentals	76-85' Boom Lift Renta - 11/16/2022 - 11/17/2022 - Grange Tree - Winterfest	-1,880.34
Check	12/08/2022	125443	Dinosaur Tire	Tractor Tire (1)	-446.05
Check	12/08/2022	DB12082022	Patsy's County Kitchen	Bus. Meal - Duane Burk, Greg & Dave - Foundation	-45.62
Bill Pmt -Check	12/09/2022	6000434065	SCE (700005100729)	Utilities - Electric - Grange, Maintenance, Woman's Club, NCCC, Snack Bar & Back Lot	-2,440.36
Bill Pmt -Check	12/09/2022	60007434067	SCE (700194594370)	Utilities - Electric - James Hughes Trailer	-271.33
Bill Pmt -Check	12/09/2022	7000028876	SCE (700492833735)	Utilities - Electric - Field #1 - 4	-674.81
Bill Pmt -Check	12/09/2022	6000434068	SCE (700494090863)	Utilities - Electric (Fire Camp Lighting/Panel)	-200.18
Bill Pmt -Check	12/09/2022	6000434066	SCE (700518137163)	Utilities - Electric - RV Park	-1,639.48
Bill Pmt -Check	12/09/2022	7000028877	SCE (700593389625)	Utilities - Electric - General Electricity & Thunder Alley	-1,542.03
Bill Pmt -Check	12/09/2022	6000434070	SCE (700593616907)	Utilities - Electric - Tennis Courts, Horse Arena & Field 5/6	-883.95
Check	12/09/2022	125444	Luis Azarcoya	Staff Holiday Party - DJ	-500.00

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
December 2022

Type	Date	Num	Name	Memo	Amount
Check	12/12/2022	125445	Kaboo Leasing Co.	ADA Railing #2 @ Field #1 - Both Side from Parking lot	-3,600.00
Check	12/12/2022	NL12122022	CSMFO	Membership Renewal - Law, Nancy	-125.00
Check	12/12/2022	DB12122022	Ramona's	Bus, Meal - Duane Burk & Dan Hughes - Projects	-64.97
Check	12/13/2022	125446	Taylor McCafferty	Reimbursement - Winterfest/Veterans Day Parade Supplies	-78.46
Check	12/13/2022	125447	Jackson Grantz	Adult Softball Umpire	-60.00
Check	12/13/2022	125448	Javier E. Cola	Adult Softball Umpire	-270.00
Check	12/13/2022	125449	Malik Coleman	Adult Softball Umpire	-180.00
Check	12/13/2022	125450	Philippa Aguilar	Refundable Security Deposit - Vow Renewal - 11/12/2022	-500.00
Check	12/13/2022	125451	Jessica Warrick	Payroll Period 10/24/2022 - 11/6/2022	-1,760.00
Check	12/13/2022	125452	Jessica Warrick	Payroll Period 11/7/2022 - 11/20/2022	-1,760.00
Check	12/13/2022	125453	Luis Azarcoya	Staff Holiday Party - After Hrs. (2)hrs OT	-250.00
Bill Pmt -Check	12/13/2022	125454	Acom Technology Services	Bogart Workstation Replacement Computer	-1,320.66
Bill Pmt -Check	12/13/2022	125455	Awards & Specialties	VOID - Reissue (lost in mail)	0.00
Bill Pmt -Check	12/13/2022	125456	Bay Alarm Company	Monthly Alarm Service	-65.00
Bill Pmt -Check	12/13/2022	125457	Beaumont Do it Best	Winterfest/Janitorial Supplies./Oktoberfest	-1,143.67
Bill Pmt -Check	12/13/2022	125458	Best Best & Krieger	Monthly Legal Fees	-359.00
Bill Pmt -Check	12/13/2022	125459	Bonafide Truck & Heavy Equipment Repair	Chevy Truck - Repair - Sensor for Air Bag Inspection - Daig air bag light - Tech connected san tool and found active code	-502.16
Bill Pmt -Check	12/13/2022	125460	CPFS	Membership Renewal	-550.00
Bill Pmt -Check	12/13/2022	125461	Diamond Environmental Services	Weekly Portable Restroom Rental - Field #1	-533.60
Bill Pmt -Check	12/13/2022	125462	Dutch Touch Window Cleaning	Qrty: Pressure wash Flat Surfaces & In and Out Window Cleaning	-395.00
Bill Pmt -Check	12/13/2022	125463	Ferrelgas	Utilities - Propane - Snack Bar	-1,219.21
Bill Pmt -Check	12/13/2022	125464	Inner-City Auto Repair & Tire's	Chevy Truck - Repair - replace serpentine belt, rear shock absorber(s), and front strut assemblies based on condition/mileage. Complimentary tire rotation offered with full synthetic oil change service	-2,484.80
Bill Pmt -Check	12/13/2022	125465	Jani-King of California, Inc	Monthly Janitorial Service	-2,771.41
Bill Pmt -Check	12/13/2022	125466	Land Engineering Consultants, Inc.	Revision to LAFCO Map	-174.00
Bill Pmt -Check	12/13/2022	125467	Memories Created by Darcy Walls	Photos - Pumpkin Carve 2022	-215.50
Bill Pmt -Check	12/13/2022	125468	Oak Valley Florist	Flowers - Nancy's Birthday	-59.21
Bill Pmt -Check	12/13/2022	125469	Prudential Overall Supply	Weekly Uniforms/Janitorial Supplies	-620.67
Bill Pmt -Check	12/13/2022	125470	Respond Systems	Qrty - First Aid Replacements	-495.87
Bill Pmt -Check	12/13/2022	125471	SiteOne Landscape Supply, LLC	Weather Trak ET Station Output board	-605.74
Bill Pmt -Check	12/13/2022	125472	Star Pro Security Patrol Inc.	One unarmed officer 8hr/5day - 12/05/2022 -12/11/2022	-1,280.00
Bill Pmt -Check	12/13/2022	125473	Turf Star, Inc.	October 2022 - PM Contract (15) units - (103) hrs	-701.76
Bill Pmt -Check	12/13/2022	12269055	Wells Fargo Financial Leasing	Monthly Copier Lease	-1,851.42
Bill Pmt -Check	12/14/2022	194858166	Colonial Life	Employee - Life Insurance	-856.69
Bill Pmt -Check	12/14/2022	12152022	Chevron	Monthly Gas/Fuel - Chevy (41,670), Traverse (48,789), F150 (33,100) & Gas/Fuel Cans/Tank	-1,257.03

Baumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
December 2022

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	12/14/2022	p228CZT5DT	Frontier (9518459910) WC	Monthly Wifi Service (Woman's Club)	-136.76
Bill Pmt -Check	12/14/2022	p226CZT675	Frontier (9518455721) G	Monthly Wifi Service (Grange)	-136.76
Bill Pmt -Check	12/14/2022	2899077363	The Home Depot	Winterfest 2022 - Extension cords, adapters, supplies, & Christmas Lights	-1,528.15
Bill Pmt -Check	12/14/2022	12142022	Nexiva	Monthly Telephone Service	-352.59
Bill Pmt -Check	12/14/2022	12022022	Rosalind Otero	Unfunded Health Payment	-131.09
Bill Pmt -Check	12/14/2022	32890698685	Office Depot	Monthly Office Supplies	-450.52
Bill Pmt -Check	12/14/2022	34803091409	SocCalGas	Utilities - Gas - Woman's Club, Grange & NCCC	-827.38
Bill Pmt -Check	12/14/2022	12142022	UNUM	Utilities - Gas - Woman's Club, Grange & NCCC	-527.61
Bill Pmt -Check	12/14/2022	12142022VSP	VSP-Vision Service Plan	Employee - Monthly Disability Insurance	-41.66
Bill Pmt -Check	12/14/2022	1983001789	Verizon Wireless	Employee - Vision Insurance	-832.66
Bill Pmt -Check	12/14/2022	1522399948	Ford Credit	Monthly Wireless Phone Service	-763.20
Bill Pmt -Check	12/14/2022	2262228-30	CalPERS	Monthly F-150 XLT Payment	-4,810.75
Bill Pmt -Check	12/14/2022	102262224	CalPERS	Employee - Retirement	-4,844.63
Bill Pmt -Check	12/14/2022	1002262221	CalPERS	Employee - Health Insurance	-236.95
Check	12/14/2022	125474	Chris Diercks.	Employee - 457 Plan	-500.00
Check	12/14/2022	DB12142022	Casa Tejo	Director Fees - November/December 2022	-25.78
Check	12/14/2022	RF12142022	Slater Bros	Bus Meal - Duane Burk, Chris Diercks & Dan Hughes - Pre Board Meeting	-29.08
Check	12/16/2022	125475	Armando De La Cruz	Meeting Expense - Snacks for Board Meeting Oath of Office	-500.00
Check	12/16/2022	125476	Armando De La Cruz	Director Fees - October 2022	-500.00
Check	12/16/2022	125477	Armando De La Cruz	Director Fees - November 2022	-400.00
Check	12/16/2022	125478	Masonry Design & Concrete Inc.	Director Fees - December 2022	-1,620.00
Check	12/19/2022	RF12192022	Amazon.com	Demo, Removal an Disposal of all Wood, Metal and Trash	-178.58
Check	12/21/2022	RF12212022	Jersey Milkes	Employee of the Quarter - Pizzas	-203.96
General Journal	12/21/2022	Trans12211		Employee of the Quarter - Lunch	-40,000.00
General Journal	12/21/2022	Trans1221222		Transfer to Payroll for PR 1221/2022	40,000.00
General Journal	12/23/2022	Tran1223221		Transfer to Operating for Capital Improvement Bills	300,000.00
Check	12/23/2022	FEE	Exact	Transferred from Riverside County Fund for Bills & Payroll	-99.96
General Journal	12/27/2022	Tran1227222		Service Fee - Kiosk Bogart	-5,000.00
General Journal	12/27/2022	Tran1227223		Transfer to Reserve for Monthly Transfer	-7,500.00
Bill Pmt -Check	12/27/2022	125479	Slugg Bugg Pest Control	Transfer to Money Market for Monthly Transfer	-745.00
Bill Pmt -Check	12/27/2022	125484	Rattons Steel Corp	Bimonthly - Pest Control Service	-1,297.03
Check	12/27/2022	125480	Enicka Ela	Material for Field #1 ADA Railing, and Stairway Railing / Fencing for BBQ Pit	-475.00
Check	12/27/2022	125481	Henry Haverland	Refundable Security Deposit - Christmas Party - 12/11/2022	-500.00
Check	12/27/2022	125482	Lilian Averette	Refundable Security Deposit - Christmas Party - 12/17/2022	-250.00
Check	12/27/2022	125483	Haley Earnest	Refundable Security Deposit - Party - 11/19/2022	-875.00
Bill Pmt -Check	12/27/2022	BH03316434	UMPOUA Bank	Cancelled - Event Cancelled - due to death in family	-1,881.70
				Situs XM Radio/ Business Meal/ Postage/ Stamps, Holiday Cards, Adult Softball Softballs	

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
December 2022**

Type	Date	Num	Name	Memo	Amount
Check	12/27/2022	LA12272022	Stater Bros	Office Supplies - Mason Jars/Creamer	-48.99
Bill Pmt -Check	12/28/2022	125485	Awards & Specialties	Staff Holiday Parry Awards/Plaques - Armando De La Cruz Plaque	-901.26
Bill Pmt -Check	12/28/2022	125486	Beaumont Cherry Valley Water Distr 8-005	Utilities - Water - Grange	-115.37
Bill Pmt -Check	12/28/2022	125487	Beaumont Do it Best	Winterfest Supplies/Propane Heaters	-293.42
Bill Pmt -Check	12/28/2022	125488	Beaumont Power Equipment, Inc.	Equipment Smart Trackers/Oil Mix	-149.72
Bill Pmt -Check	12/28/2022	125489	Clark Pest Control	Weekly Pest Control Service	-405.00
Bill Pmt -Check	12/28/2022	125490	Diamond Environmental Services	Weekly Portable Restroom Rental - Field #1	-279.60
Bill Pmt -Check	12/28/2022	125491	Dutch Touch Window Cleaning	Only: Pressure wash Flat Surfaces & In and Out Window Cleaning/Removed cobwebs - Grange & Woman's Club	-900.00
Bill Pmt -Check	12/28/2022	125492	MS Painting	Prep and Painted 2 coats w/ Hi-Heat Max Paint on BBQ Pit Doors(Lids)	-475.00
Bill Pmt -Check	12/28/2022	125493	Prudential Overall Supply	Weekly Uniforms/Lanitorial Supplies	-751.55
Bill Pmt -Check	12/28/2022	125494	Safety Compliance Company	Safety Meeting 11/16/2022 Topic: Respiratory	-250.00
Bill Pmt -Check	12/28/2022	125495	SNS Electric	Install Wiring(Back offices), Fed #1 field lights when it was hit when trenching for handicap ramp. Replaced leader wires from hand hole to light pole 160 ft away, install new 30amp RV Space #22, Weather Trak Timer for Irrigation - Installed 100 ft trench with 3/4 pvc conduit installed 120 volt 20 amp circuit	-8,963.00
Bill Pmt -Check	12/28/2022	125496	Star Pro Security Patrol Inc.	One unarmed officer 8hr/5day - 12/12/2022 - 12/24/2022	-2,688.00
Check	12/28/2022	125497	Aaron Morris	Reimbursement- School Tuition - Comm-001-1355 - Public Speaking	-138.00
Check	12/28/2022	125498	Aaron Morris	Reimbursement - School Tuition - BUAC-006-0766/(Book Keeping)/C/S-010-1042 (Computer Lit)	-644.00
Check	12/28/2022	125499	Aaron Morris	Safety Footwear Reimbursement (Morris, Aaron)	-150.00
Check	12/28/2022	125500	Zack Jelley	Safety Footwear Reimbursement (Jelley, Zack)	-135.93
Check	12/28/2022	NL_12282022	Sport Turf Managers Association	Sport Turf Management Membership Dues - Morris, Aaron	-120.00
Check	12/28/2022	KG12282022	Amazon.com	Office Expense - Key Tags	-16.15
Check	12/28/2022	CCFEES	Clover(MRCH BNKCD)	Credit Card % Fees	-507.16
Check	12/28/2022	Fees	EPX	Fees - Credit Card Machine	-106.84
TOTAL					170,666.39

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Money Market
December 2022**

<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	12/27/2022	Tran1227223		Transferred from Operating for Monthly Transfer	7,500.00
				TOTAL	<u>7,500.00</u>
					<u>7,500.00</u>

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Reserve
December 2022**

<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	12/27/2022	Tran1227222		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
December 2022**

<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	12/05/2022	Trans120522		Transfer to Operating for Capital Improvement Bills	-35,000.00
General Journal	12/21/2022	Tran1221222		Transfer to Operating for Capital Improvement Bills	-40,000.00
				TOTAL	-75,000.00

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Bogart
December 2022**

Type	Date	Num	Name	Memo	Amount
10050 - Bank of Hemet - Bogart Park					
Bill Pmt - Check	12/02/2022	5379	Matthew Pistilli Landscape Services	Weekly Landscape Service	-750.00
Check	12/07/2022	5380	Kaboo Leasing Co.	Take down Shade Structure & Delivery to Bogart Park	-800.00
Bill Pmt - Check	12/08/2022	5381	Matthew Pistilli Landscape Services	Weekly Landscape Service	-960.00
Bill Pmt - Check	12/08/2022	5382	Beaumont Glass	Bogart Kiosk Replacement Window from break in	-100.00
Bill Pmt - Check	12/08/2022	5383	Redlands Yucaipa Rentals	Weekly Mower Rental	-471.46
Bill Pmt - Check	12/08/2022	5384	Turf Star, Inc.	Replacement Key for Club Car	-36.89
Bill Pmt - Check	12/09/2022	6000434072	SCE (700558511896)	Utilities - Electric (Bogart)	-1,458.68
Bill Pmt - Check	12/13/2022	5385	Matthew Pistilli Landscape Services	Weekly Landscape Service	-960.00
Bill Pmt - Check	12/13/2022	5386	Beaumont Do it Best	Post/Concrete for Split Rail at Meadow/Caution Tape	-1,065.45
Bill Pmt - Check	12/13/2022	5387	Redlands Yucaipa Rentals	Weekly Mower Rental	-141.90
Bill Pmt - Check	12/14/2022	p226RK8NZN	Frontier (9518453021) B	Monthly Wifi Service (Maintenance)	-120.05
Bill Pmt - Check	12/14/2022	p226RK8P7Z	Frontier (9518453887) B	Monthly Wifi Service (Kiosk)	-136.76
Bill Pmt - Check	12/27/2022	5388	Matthew Pistilli Landscape Services	Weekly Landscape Service	-750.00
Check	12/28/2022	CCFEES	Clover(MRCH BNKCD)	Credit Card % Fees	-126.89
Check	12/28/2022	Fee	UMS/Celero Banking	Credit Card Monthly Fees -	-46.45
TOTAL					-7,924.53



<u>Policy</u>	<u>Policy Number</u>	<u>Date Adopted</u>	<u>Date Revised</u>
BOARD OF DIRECTORS' CODE OF ETHICS	4010	9/11/2013	

Purpose

The Board of Directors of Beaumont-Cherry Valley Recreation & Park District is committed to providing excellence leadership that result in the provisions of the highest quality of services to its constituents. In order to assist in the behavior between and among member of the Board of Directors, the District has established rules to be observed.

Policy

The following rules shall be observed:

- The dignity, style, values and opinions of each Director shall be respected.
- Responsiveness and attentive listening in communication is encouraged.
- The needs of the District’s constituents are the priority of the Board of Directors.
- The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.
- Directors are responsible for monitoring the District’s progress in attaining its goals and objectives, while pursuing its mission.
- Directors are committed to emphasizing the positive and avoiding negative forms of interaction. (Double talk, hidden agendas, gossip, backbiting, etc).
- Directors are committed to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocks based on personalities rather than issues should be avoided.
- Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, all Directors are committed to supporting said action and not to create barriers to the implementation of said action.

Directors practice the following procedures:

- In seeking clarification on informational items, Directors may directly approach professional staff members to obtain information needed to supplement or enhance their knowledge to improve legislative decision-making.
- In handling complaints from constituents, said complaints will be referred directly to the General Manager.
- In handling items related to safety, concerns for safety or hazards will be reported to the General Manager or lead maintenance. Emergencies should be dealt with immediately by seeking appropriate assistance.
- In presenting items for discussion at Board meetings, see policy # 5020
- In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programs said concerns will be referred directly to the General Manager.
- When approached by District personnel concerning specific District policy, Directors will direct inquiries to the appropriate staff supervisor. The chain of command will be followed.



- The work of the District is a team effort. All individuals will work together in the collaborative process, assisting each other in conducting the affairs of the District.
- When responding to constituent requests and concerns, Directors will be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel.
- Directors will develop a working relationship with the General Manager wherein current issues, concerns and District projects can be discussed comfortably and openly. Both parties will pursue open communications and avoid public surprises.
- Directors will function as a part of a whole. Issues will be brought to the attention of the Board as a whole, rather than to individual members selectively.



<u>Policy</u>	<u>Policy Number</u>	<u>Date Adopted</u>	<u>Date Revised</u>
ATTENDANCE AT BOARD MEETING	4020	9/11/2013	

Purpose

The Board of Directors of Beaumont-Cherry Valley Recreation & Park District is committed to providing excellent leadership. It is each Directors commitment to attend and participate in the Board meetings in order to full-fill their obligations to the constituents of the community.

Policy

Members of the Board of Directors shall attend all regular and special meetings of the Board unless there is good cause for absence. Pursuant to Government Code section 1770, a member's failure to discharge duties for three consecutive months without good cause may support action to vacate the member's position.

West's Annotated California Codes
Government Code (Refs & Annos)
Title 1. General
Division 4. Public Officers and Employees (Refs & Annos)
Chapter 4. Resignations and Vacancies
Article 2. Vacancies (Refs & Annos)

West's Ann.Cal.Gov.Code § 1770

§ 1770. Events causing vacancy before expiration of term

Effective: January 1, 2015

Currentness

An office becomes vacant on the happening of any of the following events before the expiration of the term:

(a) The death of the incumbent.

(b) An adjudication pursuant to a quo warranto proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness, or accident, and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his or her office for the remainder of his or her term. This subdivision shall not apply to offices created by the California Constitution nor to federal or state legislators.

(c)(1) His or her resignation, except as provided in paragraph (2).

(2) In the case of the office of city council member, upon the delivery of a letter of resignation by the resigning council member to the city clerk. The letter of resignation may specify a date on which the resignation will become effective.

(d) His or her removal from office.

(e) His or her ceasing to be an inhabitant of the state, or if the office be local and one for which local residence is required by law, of the district, county, or city for which the officer was chosen or appointed, or within which the duties of his or her office are required to be discharged.

(f) His or her absence from the state without the permission required by law beyond the period allowed by law.

(g) His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law.

(h) His or her conviction of a felony or of any offense involving a violation of his or her official duties. An officer shall be deemed to have been convicted under this subdivision when trial court judgment is entered. For purposes of this subdivision, “trial court judgment” means a judgment by the trial court either sentencing the officer or otherwise upholding and implementing the plea, verdict, or finding.

(i) His or her refusal or neglect to file his or her required oath or bond within the time prescribed.

(j) The decision of a competent tribunal declaring void his or her election or appointment.

(k) The making of an order vacating his or her office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond.

(l) His or her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; but in that event the office shall not be deemed vacant until the order of commitment has become final.

(m)(1) The incumbent is listed in the Excluded Parties List System and all of the following subparagraphs apply:

(A) The office is one that the incumbent holds ex officio, by virtue of holding another office, or as an appointee.

(B) The appointed or ex officio office is on the governing board of a local agency that is, or may reasonably be expected to be, a participant or principal in a covered transaction, pursuant to federal law.

(C) A federal agency head or designee has not granted the incumbent an exception, in writing, permitting the incumbent to participate in a particular covered transaction in which the local agency is, or may reasonably be expected to be, a participant or principal.

(2) For purposes of this subdivision, the following terms have the following meanings:

(A) “Excluded Parties List System” means the list maintained and disseminated by the federal General Services Administration containing names of, and other information about, persons who are debarred, suspended, disqualified, or otherwise excluded from participating in a covered transaction, pursuant to federal law.

(B) “Local agency” includes, but is not limited to, a county, whether general law or chartered, city, whether general law or chartered, city and county, school district, municipal corporation, district, political subdivision, or any board, commission, or agency of one of these entities.

(C) “Federal law” includes, but is not limited to, federal regulations adopted pursuant to [Section 2455 of Public Law 103-355 \(108 Stat. 3327\)](#), [Executive Order No. 11738](#), [Executive Order No. 12549](#), and [Executive Order No. 12689](#).

(3) This subdivision shall not apply to an elective office.

Credits

(Stats.1943, c. 134, p. 969, § 1770. Amended by Stats.1943, c. 166, p. 1062; Stats.1949, c. 1512, p. 2695, § 1, operative Jan. 1, 1952; Stats.1970, c. 465, p. 921, § 1; Stats.1971, c. 702, p. 1362, § 1; Stats.1974, c. 1234, p. 2678, § 1; Stats.1988, c. 283, § 1; Stats.1998, c. 931 (S.B.2139), § 177, eff. Sept. 28, 1998; Stats.2002, c. 784 (S.B.1316), § 122; Stats.2011, c. 543 (A.B.309), § 2; Stats.2014, c. 725 (A.B.1795), § 1, eff. Jan. 1, 2015.)

West's Ann. Cal. Gov. Code § 1770, CA GOVT § 1770
Current with all laws through Ch. 997 of 2022 Reg.Sess.

End of Document

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Staff Report

Agenda Item No. **3.3**

To: Board of Directors:
From: Lilian Averette, Activities Coordinator
Via: Duane Burk, General Manager
Date: January 11, 2023
Subject: Approval of 2023 Facility Use Agreements

Background and Analysis:

The Beaumont-Cherry Valley Recreation and Park District annually renews facility use agreements for independent operators which benefit our local community. This month, staff is looking to renew the following Facility Use License Agreements for the 2023 calendar year:

- 3.3.1 Beaumont Library
- 3.3.2 Beaumont Lion's Club
- 3.3.3 Calico Quails Square Dancing
- 3.3.4 Thunder Alley

Recommendations:

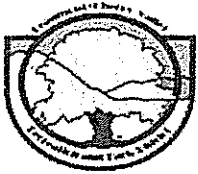
Staff recommends that the Board approve the listed Facility Use License Agreements as submitted with Board approval to make and allow the General Manager to adjust non substantial changes.

Fiscal Impact:

There will be no fiscal impact to the District.

Respectfully Submitted:

Lilian Averette,
Activities Coordinator



Beaumont-Cherry Valley Recreation and Park District

Facility Use Agreement

Contract Instructors

Facility: Noble Creek

Room: Copper Room

Period of use: January 10 - May 23, 2023

		Open Time	Close Time
One time use: _____	Date: _____	_____	_____
Weekly: <input checked="" type="checkbox"/>	Monday _____	_____	_____
	Tuesday <input checked="" type="checkbox"/>	<u>10:45</u>	<u>12:00</u>
	Wednesday _____	_____	_____
	Thursday _____	_____	_____
	Friday _____	_____	_____
	Saturday _____	_____	_____
	Sunday _____	_____	_____
Monthly: _____		_____	_____

Do you have a key to the requested Building Yes _____ No

Period of no use: (Please indicated Months off for Summer or other reasons)
None - April 4th (Spring Break) off for Summer. Would like to return Sept. 5th, 2023 for Fall schedule.

Name of Class: Storytime on the Road

Type of Instruction: Storytime, dance, & craft for ages 0-5

Expected Attendance: 5-20 Open to Public Yes No _____

Total Fees: ~~-\$125 Per Dog Training Session~~ Ø (\$20.00 minimum payment required)

Agreement, Waiver, and Release
(This release is required by CAPRI)

In consideration for being permitted by the District to participate in the above-referenced activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said activity. This release is intended to discharge in advance the District (including its officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs, administrators, executors, and assigns and that I shall indemnify and hold the District (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with my participation in said activity.

Additionally, I fully understand that my participation in the above-referenced activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

Statement of Rules and Agreement

All persons using District playgrounds, ball fields, or other facilities shall abide by all District, City, County and State ordinances, and the Beaumont-Cherry Valley Recreation and Park District Policies governing use of parks and recreation facilities. This includes, but is not limited to the following:

Int.

- W Applicant is responsible for leaving facilities in the same condition as received.
- W Total Fees are due 15th days after month ending date and include program roster. Programs not paid by the 15th will result in a late fee of \$25.00 and or cancelation of class.
- W All fund raisers are subject to approval by the Board of Directors.
- W Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The Park can be shut down to the public on very short notice. If you are required to leave the Park due to a sudden Park closure by the City of Beaumont or the County of Riverside authorities, we will attempt to relocate you.
- W Applicant must require participants to wear masks and maintain social distancing of 6 feet per person for the entirety of classes
- W Applicant will not allow participates to congregate together before or after the scheduled class
- W Applicant is responsible for all participants to sign the waiver
- W Applicant is responsible for sanitizing the building after use with CDC approved COVID-19 cleaning cleaning supplies

Agreement, Waiver and Release

I have carefully read the agreement, waiver, and release and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the district and I sign it of my free will. I also acknowledge that I have had the opportunity to consult legal counsel in regard to the contents.

Kelly Van Valkenburg
Signature

1/5/23
Date:

Beaumont Library District

Print Name: Kelly VanValkenburg

Title: Principal Librarian

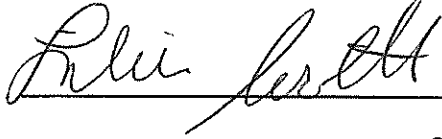
Address: 125 E. 8th Street

City: Beaumont Zip: 92223

Phone: 951-845-1357

Website: bld.lib.ca.us

Email: kelly.vanvalkenburg@bld.lib.ca.us

Approved by: <u></u>	Date: <u>1/5/2023</u>
OFFICE USE ONLY	



Beaumont-Cherry Valley Recreation and Park District

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FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2023 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT LIONS CLUB. BCVRPD and BEAUMONT LIONS CLUB may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the MAINTENANCE SHOP “C” located at 650 W Oak Valley Parkway, Beaumont CA 92223.
2. Whereas, BEAUMONT LIONS CLUB desires to utilize BCVRPD facilities between January 1, 2023 and December 31, 2023 for MEETINGS and EVENTS.
3. Whereas, BEAUMONT LIONS CLUB represents that it has the skill, ability and personnel to render such MEETINGS AND EVENTS.

Now, therefore, it is agreed by and between the parties as follows:

TERMS

- I. BCVRPD shall authorize BEAUMONT LIONS CLUB rental of the MAINTENANCE SHOP “C” on the 2nd and 4th Thursday of every month for Club Meetings starting at 5pm – 10pm, including (15) events a year date to be determined at later date.
- II. Building availability and ALL MEETINGS and EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY AND MEETING DATES FOR 2023 ARE NOT GUARANTEED.
 - ii. BEAUMONT LIONS CLUB must get approval for any other usage of MAINTENANCE SHOP “C” or any other property of the District for any other reason through the District office at regular rental prices.
 - iii. BCVRPD will give notice to BEAUMONT LIONS CLUB if there are any other meetings or event scheduled in the building.
 - iv. In the case there is ROOM CAPACITY restrictions, BEAUMONT LIONS CLUB shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- III. This agreement includes full access to MAINTENANCE SHOP “C” and surrounding parking. Specialty equipment needed to operate the MAINTENANCE SHOP “C” will not be the responsibility of BCVRPD.



Beaumont-Cherry Valley Recreation and Park District

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- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the park District.
- IV. BCVRPD will give notice to BEAUMONT LIONS CLUB if there is another event taking place at the MAINTENANCE SHOP "C" that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
- i. BEAUMONT LIONS CLUB shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. BEAUMONT LIONS CLUB agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - iii. BEAUMONT LIONS CLUB further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke BEAUMONT LIONS CLUB right to use of the facility under this agreement should BEAUMONT LIONS CLUB fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BEAUMONT LIONS CLUB chooses to store in or around the facility.
- i. BEAUMONT LIONS CLUB must get prior approval for any stored items on the district property.
 - ii. BEAUMONT LIONS CLUB will provide an inventory list of all items stored in/or around MAINTENANCE SHOP "C" and the square footage needed to store the items.
 - iii. BEAUMONT LIONS CLUB will provide a set of keys or combinations to the District to anything stored on the district property.
- VII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. \$515.00 bi- monthly (\$450.00 + \$65 for Pest Control) starting "February 1, 2023, April 1,2023, June 1,2023, August 1,2023, October 1,2023, December 1,2023". With Beaumont Lions Club to agree to do (3) projects for BCVRPD a year, in which the rent will be \$0 for the month of said project completion.
 - iii. Payable to BCVRPD the 1st of every month.
 - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.



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- v. There will be a \$35.00 fee payable in cash on all returned checks. This is required in order to restore contract.
- VIII. BEAUMONT LIONS CLUB, agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.
- IX. BEAUMONT LIONS CLUB shall during scheduled use perform set-up and take-down of all chairs, tables, equipment, and be responsible for the general cleanliness of the building after use.
- i. Cleanliness of the kitchen and bathroom shall be the responsibility of BEAUMONT LIONS CLUB during and after all facility use.
 - ii. BEAUMONT LIONS CLUB will remove all trash to the outside trash containers after each use.
 - iii. BEAUMONT LIONS CLUB shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
 - iv. BEAUMONT LIONS CLUB shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at MAINTENANCE SHOP "C".
 - v. BEAUMONT LIONS CLUB members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated, while participating in MEETINGS AND EVENTS.
 - vi. BEAUMONT LIONS CLUB agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the MAINTENANCE SHOP "C" with CDC approve COVID-19 viral cleaning products.
- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT LIONS CLUB and must meet all City/County/State legal standards.
- i. Cost of any approved permanent fixtures will be the responsibility of BEAUMONT LIONS CLUB and will be donated to the District and remain as part of the MAINTENANCE SHOP "C" property if/when the BEAUMONT LIONS CLUB no longer resides at the MAINTENANCE SHOP "C".
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT LIONS CLUB could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.



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- XIII. BCVRPD reserves the right to reassign BEAUMONT LIONS CLUB to another facility if the MAINTENANCE SHOP “C” should become unavailable due to an emergency.
- XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT LIONS CLUB shall not duplicate any keys. If a key is lost or stolen BEAUMONT LIONS CLUB shall immediately report the loss to BCVRPD. BEAUMONT LIONS CLUB will be charged the cost for re-keying of the building and for manufacture of new keys.
- XV. BEAUMONT LIONS CLUB will provide the District a list of anyone that has been issued keys and for what locations.
- XVI. BEAUMONT LIONS CLUB shall not make any changes to lock(s) on District property.
- XVII. BEAUMONT LIONS CLUB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD email aaron@bcvparks.com and nancy@bcvparks.com. BCVRPD will address reported issues.
- XVIII. BEAUMONT LIONS CLUB will be responsible for any damage to the facility caused by BEAUMONT LIONS CLUB members, volunteers, and/or patrons. BCVRPD will repair any damages and bill the cost to BEAUMONT LIONS CLUB.
- XIX. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XX. Noble Creek Community Park is one of Riverside County’s Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXI. BEAUMONT LIONS CLUB members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BEAUMONT LIONS CLUB members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXII. FORCE MAJEURE
- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “Force Majeure Event” includes but is not limited to fires, floods,



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earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. BEAUMONT LIONS CLUB waives any right of recovery against BCVRPD and BEAUMONT LIONS CLUB shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.

XXIII. BEAUMONT LIONS CLUB shall maintain its own liability insurance, naming BCVRPD as additional insured.

- i. **Minimum Requirements:** BEAUMONT LIONS CLUB shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by BEAUMONT LIONS CLUB, its agents, representatives, employees, or subcontractors. BEAUMONT LIONS CLUB shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover December 1st, 2021 through December 31, 2021, and January 1 through December of each year. Such insurance shall meet at least the following minimum levels of coverage:
 - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:
 1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
 2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
 3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. **Minimum Limits of Insurance:** BEAUMONT LIONS CLUB shall maintain limits no less than:
 1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;
 2. *Automobile Liability:* One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's



Beaumont-Cherry Valley Recreation and Park District

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Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

- iii. **Insurance Endorsements:** The insurance policies shall contain the following provisions, or BEAUMONT LIONS CLUB shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability:** The general liability policy shall be endorsed to state that:
 1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the BEAUMONT LIONS CLUB; and,
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the BEAUMONT LIONS CLUB scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BEAUMONT LIONS CLUB insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
 1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the BEAUMONT LIONS CLUB or for which BEAUMONT LIONS CLUB is responsible; and
 2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the BEAUMONT LIONS CLUB scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BEAUMONT LIONS CLUB insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by BEAUMONT LIONS CLUB.



Beaumont-Cherry Valley Recreation and Park District

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- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. BEAUMONT LIONS CLUB shall guarantee that, at the option of the BCVRPD, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
 2. BEAUMONT LIONS CLUB shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A: M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** BEAUMONT LIONS CLUB shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** BEAUMONT LIONS CLUB shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT LIONS CLUB in connection with this agreement.



Beaumont-Cherry Valley Recreation and Park District

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- XXIV. BEAUMONT LIONS CLUB shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BEAUMONT LIONS CLUB use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXV. BEAUMONT LIONS CLUB shall defend, with counsel of its choosing and at BEAUMONT LIONS CLUB own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BEAUMONT LIONS CLUB shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BEAUMONT LIONS CLUB shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXVI. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.
- XXVII. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.
- XXVIII. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.
- XXIX. All notices pertaining to this agreement shall be in writing and addressed as follows:
- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
 - ii. BEAUMONT LIONS CLUB
c/o Nick Hughes
650 W Oak Valley Parkway
Beaumont CA 92223

Notices shall be deemed effective when received by the other Party.

- XXX. This agreement is to be affective on January 1, 2023 and end on December 31, 2023`. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.



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- XXXI. The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.
- XXXII. The recitals above are true and correct and are incorporated herein by this reference.
- XXXIII. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

Duane Burk, General Manager (BCVRPD)



Nicholas Hughes, Secretary (BEAUMONT LIONS CLUB)

Date

Glenn Shelley, Treasure (BEAUMONT LIONS CLUB)

Larry Perrault, Membership (BEAUMONT LIONS CLUB)

1-14-2023

Date



Beaumont-Cherry Valley Recreation and Park District

Facility Use Agreement

Contract Instructors

Facility: GRANGE Room: OAK ROOM

Period of use: JAN 2023 TO DEC 2023

One time use: _____	Date: _____	Open Time	Close Time
Weekly: <input checked="" type="checkbox"/>	Monday _____	_____	_____
	Tuesday _____	_____	_____
	Wednesday <input checked="" type="checkbox"/>	<u>630 PM</u>	<u>915 PM</u>
	Thursday _____	_____	_____
	Friday _____	_____	_____
	Saturday _____	_____	_____
	Sunday _____	_____	_____
Monthly: _____		_____	_____

Do you have a key to the requested Building Yes No _____

Period of no use: (Please indicated Months off for Summer or other reasons)

Name of Class: CALICO QUAIL SQ DANCE

Type of Instruction: SQ DANCE - LINES

Expected Attendance: 25-35 Open to Public Yes No _____

Total Fees: 30% of monthly tuition (\$20.00 minimum payment required)

Agreement, Waiver, and Release
(This release is required by CAPRI)

In consideration for being permitted by the District to participate in the above-referenced activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said activity. This release is intended to discharge in advance the District (including its officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs, administrators, executors, and assigns and that I shall indemnify and hold the District (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with my participation in said activity.

Additionally, I fully understand that my participation in the above-referenced activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

Statement of Rules and Agreement

All persons using District playgrounds, ball fields, or other facilities shall abide by all District, City, County and State ordinances, and the Beaumont-Cherry Valley Recreation and Park District Policies governing use of parks and recreation facilities. This includes, but is not limited to the following:

- Int.
OP Applicant is responsible for leaving facilities in the same condition as received.
- OP Total Fees are due 15th days after month ending date and include program roster. Programs not paid by the 15th will result in a late fee of \$25.00 and or cancelation of class.
- OP All fund raisers are subject to approval by the Board of Directors.
- OP Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The Park can be shut down to the public on very short notice. If you are required to leave the Park due to a sudden Park closure by the City of Beaumont or the County of Riverside authorities, we will attempt to relocate you.
- OP Applicant must recommend participants to wear masks and maintain social distancing of 6 feet per person for the entirety of classes
- OP Applicant will not allow participates to congregate together before or after the scheduled class
- OP Applicant is responsible for all participants to sign the waiver
- OP Applicant is responsible for sanitizing the building after use with CDC approved COVID-19 cleaning cleaning supplies

Agreement, Waiver and Release

I have carefully read the agreement, waiver, and release and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the district and I sign it of my free will. I also acknowledge that I have had the opportunity to consult legal counsel in regard to the contents.



Signature

12/7/22

Date:

Print Name: DAVID PITALLOS
Address: 10155 TAYLOR DR
Phone: 951-663-3211
Email: BPOOH45@AOL.COM

Title: VICE PRESIDENT
City: CHERRY VALLEY Zip: 92223
Website: _____

Approved by: RILEY AVERETT Date: _____
OFFICE USE ONLY



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FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2023 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. BCVRPD and “ANDREW TROTTER, THUNDER ALLEY RC RACEWAY” may be referred to herein generically as the “Party” or collectively as the “Parties”.

RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK REGIONAL PARK located at 650 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY desires to utilize BCVRPD facilities between JANUARY 1, 2023 and December 31, 2023 for RUN AN RC RACEWAY TRACK FOR EVENTS AND PLAY.
3. Whereas, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY represents that it has the skill, ability and personnel to operate such an RC RACEWAY TRACK.

Now, therefore, it is agreed by and between the parties as follows:

TERMS

- I. BCVRPD shall authorize ANDREW TROTTER, THUNDER ALLEY RC RACEWAY rental of the NOBLE CREEK REGIONAL PARK, on REGULAR OPERATING HOURS: OPEN MONDAY – FRIDAY 7AM -10PM AND 7AM-10PM SATURDAY AND SUNDAY to RUN EVENTS AND PLAY ON THE RC RACEWAY TRACK. SPECIAL EVENT DATES INCLUDE JANUARY 20th, 21st & 22nd, FEBRUARY 11th, FEBRUARY 25th, MARCH 11th, APRIL 8th, APRIL 29th, MAY 13th, MAY 27th, JUNE 10th, June 24th, JULY 8th, JULY 29th, AUGUST 12th, SEPTEMBER 9th, SEPTEMBER 30th, OCTOBER 14th, OCTOBER 21st, NOVEMBER 11th, and DECEMBER 9th, 2023
- II. Building/facility availability and ALL EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.
 - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2023 ARE NOT GUARANTEED.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get



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approval for any other usage of NOBLE CREEK REGIONAL PARK or any other property of the District for any other reason through the District office at regular rental prices.

- iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY is permitted to host RACES AND EVENTS. EACH EVENT must be limited to 25% room capacity, OR in compliance with California Governor's Orders or the colored tier system, as they are updated.
 - iv. In the case there are ROOM CAPACITY restrictions, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.
- III. This agreement includes access to NOBLE CREEK REGIONAL PARK and surrounding parking, Specialty equipment needed to operate NOBLE CREEK REGIONAL PARK will not be the responsibility of BCVRPD.
- i. Access to the parking area is by first request of event dates through the Activities Coordinator or General Manager of the District.
 - ii. The dog park/tennis court parking lot spaces are not to be used by ANDREW TROTTER, THUNDER ALLEY RC RACEWAYS patrons, employees, or volunteers except appropriate Handicap placard vehicles.
 - iii. During events in the Horse arena BCVRPD will designate parking for ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. The parking north of the horse arena will be designated to the horse arena user(s) only.
 - iv. The District has designated Board approved Parking fees, all patrons, employees, and/or volunteers will be charged a \$5.00 parking fee.
- IV. BCVRPD will give notice to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY if there is another event taking place at the NOBLE CREEK REGIONAL PARK that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by all applicable local, federal, and state accessibility standards and



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- regulations.
- iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
 - iv. BCVRPD reserves the right to immediately revoke ANDREW TROTTER, THUNDER ALLEY RC RACEWAY right to use of the facility under this agreement should ANDREW TROTTER, THUNDER ALLEY RC RACEWAY fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that ANDREW TROTTER, THUNDER ALLEY RC RACEWAY chooses to store in or around the facility.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must get prior approval for any stored items on the district property.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items.
 - iii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide a set of keys or combinations to the District to anything stored on the district property.
 - iv. ANDREW TROTTER shall lock the restrooms next to the RC TRACK at the conclusion of their event.
 - v. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will not store any hazardous materials on BCVRPD property without prior approval from all regulatory agencies. And agree to disclose and properly label any materials approved.
- VII. Fees, payable to BCVRPD for the above, shall be as follows:
- i. The following fees are good through the dates of this agreement
 - ii. (\$330.00 Per Month), THUNDER ALLEY RC RACEWAY will be charged per month the difference in the meter readings at \$1.31 for water and .53 for Electricity (KWH).



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- iii. Payable within (10) days after, the Executive Assistant has invoiced for the month and emails (racethunderalley@gmail.com).
- iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
- v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.

VIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.

- IX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall during scheduled use perform set-up and take-down of all chairs, tables, and be responsible for the general cleanliness of the building after use.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not permit gatherings beyond that of RC RACES AND PRACTICES before or after track use.
 - ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THUNDER ALLEY RC RACEWAY.
 - iii. All ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated, while participating in practices, races, and events at THUNDER ALLEY RC RACEWAY.
 - iv. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons will be limited to gatherings of 10 total people OR in compliance with CALIFORNIA STATE GOVERNOR'S ORDERS, as they are updated; at any given time for each practice, race, or event.
 - v. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the THUNDER ALLEY RC RACEWAY with CDC approved COVID-19 viral cleaning products.
 - vi. Cleanliness of the walkways and bathrooms shall be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY during and after



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all facility use. The sidewalk south of RC RACEWAY TRACK will be swept and clean after each event.

- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for the labor to clean walkway in the event they are not cleaned up after use.
- vii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will remove all trash to the outside trash containers after each use.
- viii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to inform BCVRPD ACTIVITIES COORDINATOR two weeks in advance when additional trash cans are to be used. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will make arrangements for the additional trash bins needed. BCVRPD will allot space for additional trash bins.
- X. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY's use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to CDC Guidelines and shall clean restroom facilities each hour of use with CDC approved COVID-19 viral cleaning products.
- XII. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY and must meet all City/County/State legal standards.
- XIII. BCVRPD is routinely doing upgrades to our facilities. During this time ANDREW TROTTER, THUNDER ALLEY RC RACEWAY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIV. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XV. BCVRPD reserves the right to reassign ANDREW TROTTER, THUNDER ALLEY RC RACEWAY to another facility if the THUNDER ALLEY RC RACEWAY



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should become unavailable due to an emergency.

- XVI. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not duplicate any keys. If a key is lost or stolen ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall immediately report the loss to BCVRPD. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be charged the cost for the re-keying of the building and for manufacture of new keys.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY must supply the District one key to property in case of an emergency, the District will make every effort to contact ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in the event that the property must be accessed. If the District has to cut locks for entry ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any new locks and keys that need to be made.
- XVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued keys and for what locations.
- XVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall not make any changes to lock(s) on District property.
- XIX. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- XX. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any charges incurred by a false alarm to the NOBLE CREEK REGIONAL PARK from any ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons
- XXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will provide the District a list of anyone that has been issued the assigned alarm code.
- XXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXIII. FORCE MAJEURE

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not



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limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The ANDREW TROTTER, THUNDER ALLEY RC RACEWAY waives any right of recovery against BCVRPD and the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY) shall not charge results of “acts of God” to BCVRPD, its officers, employees, or agents.

- XXIV. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be responsible for any damage to the facility caused by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- XXV. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXVI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY members, volunteers, and patrons agree to cooperate fully with all other facility users and District representative in a professional and courteous manner at all times.
- XXVII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees he will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.
- XXVIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will have the opportunities to place advertisement banners on RC RACEWAY TRACK inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any banner deemed inappropriate by the District Standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXIX. All participants wanting to camp on District property must call the District office and pay required District RV fees, placement of camp sites will be by District approval only. If illegal camping for RC Event occurs, ANDREW TROTTER, THUNDER ALLEY RC RACEWAY will be billed for all illegal camper(s).
- XXX. Noble Creek Community Park is one of Riverside County’s Fire Camp Bases and



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animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.

XXXI. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain its own liability insurance, naming BCVRPD as additional insured.

i. **Minimum Requirements:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY, its agents, representatives, employees, or subcontractors. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:

1. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
2. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and,
3. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall maintain limits no less than:

1. *General Liability:* Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit;



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2. *Automobile Liability*: One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage; and
 3. *Worker's Compensation and Employers' Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:
- iv. **General Liability**: The general liability policy shall be endorsed to state that:
1. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
 2. Such insurance shall name BCVRPD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall file certificates of such insurance with the BCVRPD, which shall be endorsed to provide thirty (30) days' notice to BCVRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, BCVRPD may deny access to the facility.
 3. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned



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policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by BCVRPD's self-insurance pool.

4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY maintains higher limits than the minimums shown above, BCVRPD requires and shall be entitled to coverage for the higher limits maintained by the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BCVRPD.
 5. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in a unbroken chain of coverage excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY insurance and shall not be called upon to contribute with it in anyway.
- v. **Automobile Liability:** The automobile liability policy shall be endorsed to state that:
1. BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured's with respect to the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY or for which ANDREW TROTTER, THUNDER ALLEY RC RACEWAY is responsible; and



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2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY insurance and shall not be called upon to contribute with it in anyway.
- vi. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the BCVRPD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY.
- vii. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
 2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- viii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- ix. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall guarantee that, at the option of the BCVRPD, either:
 1. The insurer shall reduce or eliminate such deductibles or self-



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insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or

2. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

- x. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
- xi. **Verification of Coverage:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
- xii. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- xiii. **Reporting of Claims:** ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by ANDREW TROTTER, THUNDER ALLEY RC RACEWAY in connection with this agreement.

XXXII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the ANDREW TROTTER, THUNDER ALLEY RC RACEWAY use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.

XXXIII. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall defend, with counsel of its choosing and at ANDREW TROTTER, THUNDER ALLEY RC RACEWAY own cost, expense and risk, any and all claims, suits, actions or other



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proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

XXXIV. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. BCVRPD reserves the right to immediately revoke ANDREW TROTTER, THUNDER ALLEY RC RACEWAY's right to use of the facility under this agreement should ANDREW TROTTER, THUNDER ALLEY RC RACEWAY fail to comply with any provision of this section.

XXXV. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

XXXVI. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.

XXXVII. This agreement and any dispute hereunder shall be governed by and interpreted according to the laws of the State of California. Venue shall be in Riverside County.

XXXVIII. All notices pertaining to this agreement shall be in writing and addressed as follows:



Beaumont-Cherry Valley Recreation and Park District

3.3.4

- i. Beaumont-Cherry Valley Recreation and Park District
390 W Oak Valley Parkway
Beaumont CA 92223
- ii. ANDREW TROTTER, THUNDER ALLEY RC RACEWAY
c/o Andrew Trotter
3622 Genevieve Street
San Bernardino Ca 92405

Notices shall be deemed effective when received by the other Party.

- XXXIX. This agreement is to be affective on January 1, 2023 and end on December 31, 2023. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.
- XL. The recitals above are true and correct and are incorporated herein by this reference.
- XLI. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

The Parties acknowledge that each has all requisite power and authority to conduct its business and to execute, deliver, and perform the agreement. Each party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this agreement and bind each respective party.

Duane Burk, General Manager, BCVRPD

Andrew Trotter, Owner, (Thunder Alley RC Raceway)

Date

Date



Staff Report

Agenda Item No. **3.4**

To: Board of Directors

From: Nancy Law, Executive Assistant

Via: Duane Burk, General Manager

Date: January 11th, 2023

Subject: Approval of Notice to Vacate Property at 37356 Cherry Valley Blvd.

Background and Analysis:

On December 28th, 2020 the Improvement Corporation Board approved a resolution accepting the donation of approximately 123 acres of land from TSG Cherry Valley, L.P. Assessor Parcel Nos. 407-200-011-1, 407-210-001-3 (portion), 407-210-001-3 (portion), 407-200-009-0, 407-210-004-6, 407-210-002-4, and 407-200-012-2,

The occupants of the house at 37356 Cherry Valley Blvd continued to pay rent of \$800.00 a month. The California's Tenant Protection Act requires the Board to give no less than 60 days' notice of all rental increase and/or notice to vacate.

On October 13th, 2021 the occupants were notified that that on January 1st, 2022 they rent would increase to \$1,000.00 a month.

On June 23rd, 2022 the occupants were notified that on January 1st, 2023 it would raise to \$1,500.00.

On December 14th, 2022 the Board approved the purchase of the remaining 2 acres of property from the Improvement Corporation. Moreover, the district would like to convert the house and 2 acres to a future maintenance shop.

Staff recommends that Board approve the Notice to Vacate the Property at 37356 Cherry Valley Blvd.

Fiscal Impact:

The District will gain the House to convert into a future maintenance shop and whatever the District chooses in the future.

Recommendations:

Staff recommends that the Board review, comment and accept the Notice to Vacate and send the letter to Mr Gutierrez by January 31st, 2023.

Respectfully Submitted,


Nancy Law
Executive Assistant



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

January 31st, 2023

Mr. Gutierrez
37356 Cherry Valley Blvd.
Cherry Valley CA 92223

Dear Mr. Gutierrez

Notice to Vacate: 37356 Cherry Valley Blvd., Cherry Valley CA 92223

The Beaumont-Cherry Valley Recreation and Park District Board of Directors have elected to terminate your occupancy of the above premises and are providing you with notice to vacate.

You must vacate and surrender the premises unto Beaumont-Cherry Valley Recreation and Park District within the time period stated below expiring at:

1:00pm on the June 1st, 2023

You must completely vacate the premises by the above-stated deadline.

THIS NOTICE OF VACATE IS GIVEN PURSUANT TO APPLICABLE LAW AND IN NO WAY IMPAIRS ANY OF THE OTHER REMEDIES OR RIGHTS OF THE BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT.

Issued this **31st** day of **January, 2023**

Please contact us at (951) 845-9555 for any further questions.

Respectfully,

Duane Burk
General Manager
Beaumont-Cherry Valley Recreation and Park District

390 W OAK VALLEY PARKWAY, BEAUMONT CA 92223 - (909) 845-9555 – FAX: (909) 845-9557
WWW.BCVPARKS.COM

DAN HUGHES, CHAIRMAN – CHRIS DIERCKS, VICE CHAIRMAN/SECRETARY – JOHN FLORES, TREASURER –
DENISE WARD, DIRECTOR – MIKE ALDRICH, DIRECTOR

DUANE BURK, GENERAL MANAGER



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Chairman and Board of Directors

From: Verbal - Executive Assistant

Date: January 11th, 2023

Employees:

We have 27 employees;

Reports:

Workers Compensation- Cases/Incidents/Accidents – No open cases. It has been 351 days since our last employee accident.

Other:

- We are still hiring for Part-Time Maintenance and Casual Recreation Assistant employees.
- We have posted for the Assistant General Manager/Human Resources Administrator with a closing date of: January 22nd, 2023
- Ryann Flores has started the hiring process of (3) potential Casual Recreation Assistants.

Fiscal Impact/Recommendations: This report is for informational purposes only.



Department Report

Agenda Item No. 4

To: Chairman and Board of Directors
From: Nancy Law, Executive Assistant
Date: January 11th, 2023

The Finance Committee met Monday, January 9th, 2023 to review December 2022 Financial Reports for Fiscal Year 2022-2023.

The Monthly Financial Report consisted of the Profit & Loss Budget vs. Actual, as well as the Bank Account Balance Spreadsheet and Warrant Registers which are also included in the Board Packet.

Property Tax Disbursement – The Executive Assistant has received deposits into the Riverside County Fund for December 2022 in the amount of \$728,420.77.

The Executive Assistant has transferred into the Reserve fund the \$5,000.00 monthly contribution for December 2022, bringing our Reserve balance to \$149,076.73, and transferred into the Money Market account \$7,500.00 monthly contributions for December 2022 bringing our balance to \$181,121.07.

Additional items:

- ❖ Executive Assistant is worked of Public Records Requests.
- ❖ Executive Assistant has been working with the Auditors for FY 21/22.
- ❖ Executive Assistant met with California Department of Finance for a COVID-19 Relief Funds Audit.
- ❖ Executive Assistant has been completing Payroll for the Month.
- ❖ Executive Assistant completed the Per Capita Grant Contracts.
- ❖ Executive Assistant completed the new User permit for the COVID Testing at the Woman's club thru March 31st, 2023.

Recommendations: This report is for informational purposes only.

Respectfully Submitted,



Nancy Law
Executive Assistant



BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Chairman and Board of Directors
From: Lilian Averette, Activities Coordinator
Date: January 11, 2023

Facility Users:

The COVID-19 Testing Facility at the Woman's Club will continue through March 31, 2023.
The Yoga Connection will remain at the Noble Creek Community Center on Mondays and Wednesdays.
Heart and Soul Line Dancing will remain at the Noble Creek Community Center on Mondays.
Beaumont Library Story Time will remain at the Noble Creek Community Center on Tuesdays.

Matsunoki Martial Arts will remain at the Grange Community Center on Mondays.
Guitar Instruction Classes will remain at the Grange Community Center on Tuesdays.
The Calico Quails Square dance Class is at the Grange Community Center on Wednesday's

District Events:

Bogart 1K5K Fun Run
- Bogart Regional Park March 11th
Welcome Home Vietnam Veterans Day
- Noble Creek Regional Park Quad March 24th

Community Events/Meetings/Networking

I attended The Fundamentals of Leadership webinar on 1/10/2023.
I will be attending the Beaumont Chamber Breakfast on 1/13/2023.
I will be participating in this year's "The Amazing Shake" on 1/17/2023.
I will be attending the Banning Chamber Breakfast on 1/18/2023.
I will be participating in the Community Job Fair Hosted by the City of Beaumont on 1/25/2023.
I will be attending the Calimesa Chamber Annual Installation Dinner on 1/26/2023.

Fiscal Impact/Recommendations: This report is for informational purposes only.

Respectfully Submitted,

Lilian Averette, Activities Coordinator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

To: Chairman and Board of Directors
From: Dodie Carlson, Athletic Coordinator
Date: January 5, 2023

Reports:

The adult fall season is trying to get completed. Mother Nature is not cooperating. As of the time of this being prepared, Monday women's and Tuesday men's still has to be played. Hopefully they can get it done on January 9 & 10, even though the forecast is not looking good at the moment. We are supposed to start the winter season on the 17th of January weather permitting.

We do have a softball promotor with a few dates on the calendar for 2023. The calendar remains very slow due the lack of staff for tournaments.

We held the Spooky Spectacular tournament in October and the Toys for Tots held in December. We collected 5 55gallon trash bags full of toys for the spark of love toy drive. The Cal Fire station was thrilled to receive all those toys. After all the generosity of these we teams we were able to cover the costs for the winter wish gifts and still had \$240.00 to the foundation.

I would like to thank the Board of Directors, General Manager, and staff for their ongoing work for this district. I would like to thank the maintenance staff for their constant work on field improvements. As the on going work continues things are looking great, I hope the rain stops for a little while to get everything button up.

Other:

BYB is off to a great start with close to 575 players at this time which is a larger than number for this time of year. They would like to thank the Board, staff and district for continually to make improvements to the park and fields.

This report is for informational purposes only.

Respectfully Submitted,

Dodie Carlson, Athletic Coordinator



Beaumont Woman's Club

P.O. Box 352, Beaumont, CA. 92223, (951) 312-2160, gfwcbeaumont@gmail.com

January 11, 2023

Dear Beaumont/Cherry Valley Recreation District Board:

In 1908 a group of Beaumont, California woman, joined a national movement and formed a Woman's Club. They immediately joined the General Federation of Women's Clubs and started planning a library. Just like 75% of libraries in America, the Beaumont Library was formed by the Beaumont Woman's Club, just 3 years later in 1911. In 1918, the women built the Beaumont Woman's Clubhouse Building which was the heart of Beaumont's community. It is impossible to separate the history of the City of Beaumont from the Beaumont Woman's Club, as the two are tightly woven together

For almost 80 years, the women took loving care of their Clubhouse building. In the 1990's, Woman's Clubs membership dwindled nationwide, and the Beaumont Club was no different, and many of the members were getting older and were unable to maintain the clubhouse's maintenance, taxes and insurance.

In 1997, our Woman's Club agreed to sell our clubhouse to the Recreation District, with an agreement that we continue to use our clubhouse, for our meetings. For over 20 years, this partnership continued.

Then came the 2020 Covid-19 pandemic. During the height of the pandemic, the clubhouse was closed to the public and was used for Covid-19 testing. We understood the urgency of the pandemic. But, it has been three years now! We have received clubhouse use agreements from the Recreation District to use the clubhouse in years 2020, 2021, 2022 and 2023, but those agreements have never been honored. We have needlessly paid for the insurance required to use the building.

Because we had no meeting place, many members left, thinking that our club was gone forever. Losing our meeting place, has almost been the death knell for our club. In 2022, the final two members, both in their 90's, contacted the California Federation of Women's Clubs and their De Anza District and asked for help to save their very old club. The District sent two board members to join the club and revive the club.

We met in the bar of a Mexican Restaurant and we formed a plan to breathe life back into the club. We decided that we had to set our meetings on a Saturday afternoon, as our elderly members cannot see to drive at night and our younger working members with young families cannot participate on weekdays.

We went to the Recreation District and they have offered alternate meeting locations, on several occasions. We contacted everyone and asked if they knew anyone who lived in the area. Luckily, we got some new members who had Federation experience. Our membership has ballooned very quickly.

Lillian the Events Director at the Recreation District promised us that the testing would be over on December 31st, and that we would be able to use our clubhouse for meetings in 2023. We told her that we needed to be sure, so that we could plan some events and market them. She assured us that we would be able to use our clubhouse. On December 9th, we went in and made the agreement to book the clubhouse.

Our club will be 115 years old on February 7, 2023. We read about an event that our club did in 1909, where our members dressed as well-known literary characters and held a book party to collect books for the new library. They raised \$71 and collected 81 books. Those 81 books were the beginning collection for the library. We decided to re-create the event. We will be celebrating our 115th birthday, by holding a Book Character Tea, dressing as book-characters, and asking for donations of middle-school books. Our goal is to get a book for every middle-school student at a local school. The Beaumont Library District has accepted our invitation to partner with us on this event.

We have spent a considerable amount of our very small bank account to have high-quality flyers designed and printed, we have distributed 100's of the flyers, we have had an ad designed by the Record-Gazette ready to be published. We have posted these flyers on as many online community bulletin boards as we can. The Beaumont Library District is marketing our event as well.

On December 29, 2022, the Recreation District notified us that they decided to extend their testing, cancelling our agreed upon dates. This is so devastating for our club. We have club women from all over the state committed to attending our event, as well as many members of the community. We relied on the District's assurances.

We appreciate that the District has offered us an alternate location for our January meeting, but we still want to have our February 115th Birthday and Book Character Tea on February 11th at our clubhouse as publicized.

Could the testing be suspended for just one day per month?

We would not have sold our clubhouse, if we had anticipated that we would not be able to use it. We have relied on the agreements that we made with the Recreation District and continue to make. We are very respectfully asking that our agreements be honored and that we allow to use our clubhouse on the 2nd Saturday of the month, 12 noon to 5 pm, September through May.

Very truly yours,
Alison Eccleston, President
Beaumont Woman's Club

BEAUMONT WOMAN'S CLUB

JANUARY MEETING



Bunco Party

**\$5 to benefit our middle-school
book drive**

JANUARY 14, 2023

2 pm to 4 pm

BEAUMONT WOMAN'S CLUB

306 E. 6th Street

BEAUMONT, CA

RSVP to gfwcbeaumont@gmail.com

Guests Welcome!

In Celebration of our 115th Birthday!

BEAUMONT WOMAN'S CLUB BOOK CHARACTER

**The person
who correctly
identifies the
most
characters
wins the
grand prize**

TEA 

Book Collection benefitting Summerwind Trails School. Our goal is a book for every middle-schooler.

Price of Admission is one Middle School appropriate book.

Guests are encouraged to dress as characters too!

**Saturday,
February 11th**

2:00 PM

**BWC's Clubhouse
306 E. Sixth Street
Beaumont**



Bring in this
flyer and
identify this
character to
win a prize



**This is a centurial repeat of our
1909 event!**



**RSVP or questions
gfwcbeaumont@gmail.com**