



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

### REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, December 14, 2022 6:15pm

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

### AGENDA

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

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

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings. Government Code Section 54953 allows the legislative body to use teleconferencing when "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. 1.

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:** None.

**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:**

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

#### **1. PUBLIC COMMENT:**

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

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

2.1 Minutes of 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

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

3.1 Approval of 2023 Parking Fee Dates

3.2 Approval of 2023 Calendar of Events

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

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

3.5 Approval of Mid-Year Budget Changes

3.6 Approval of 10 Year Capital Improvement Needs List

3.7 Consideration to Waive Snack Bar Fees BYBSB

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

**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 – 1<sup>st</sup> Thursday of Every Month 4:00pm NCCC.
- Personnel – 3<sup>rd</sup> 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.

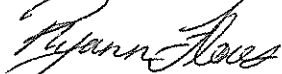
Woman's Club COVID testing through December 31, 2022

**DIRECTORS MATTERS/COMMITTEE REPORTS**

**6. 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 December 9, 2022.



Ryann Flores, BCVRPD Clerk of the Board



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
**Tuesday, November 22, 2022 5:15pm**

**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 5:15pm

Regular session began at 5:16pm.

Roll Call:

Director De La Cruz: Absent

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:** General Manager, Duane Burk, gave the Invocation.

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

**Adjustments to Agenda:** One adjustment; Attorney, Albert Maldonado, noted that there are now (5) documents for tonight's meeting as he would like to add 3.1.4 Certificate of Acceptance of Grant Deed.

Initial Motion: Chairman Hughes

Second: Vice-Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director De La Cruz: Absent

Director Ward: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

**Presentations:** None.

**1. PUBLIC COMMENT:**

Chairman Hughes opened public comment at 5:23pm. Hearing none, public comment closed at 5:23pm.

## **2. CONSENT CALENDAR:**

2.1 Minutes of November 9, 2022

Motion was made to accept item 2.1.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Director Ward

Result of Motion: Carried 4-0

Director De La Cruz: Absent

Director Ward: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

## **3. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:**

3.1 Approval of:

3.1.1 Temporary Construction Easement

3.1.2 Grant of Easement (sewer line)

3.1.3 Termination of Water Rights Agency Agreement (PCOR)

3.1.4 Certificate of Acceptance of Grant Deed

Chairman Hughes opened public comment at 5:27pm. Hearing none, public comment closed at 5:28pm.

Attorney, Albert Maldonado, noted that item 3.1.4 had already been approved by the Board previously, but it has been brought back at a later date to match the execution date. General Manager, Duane Burk, clarified that if there is any public comment, that we are adjusting 3.1.1 – 3.3.4. Chairman Hughes confirmed.

Motion was made to accept item 3.1 in its entirety.

Initial Motion: Chairman Hughes

Second: Vice Chair/Secretary Diercks

Result of Motion: Carried 4-0

Director De La Cruz: Absent

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

## **4. NEXT BOARD MEETING:**

December 14, 2022

## **5. DIRECTORS MATTERS/COMMITTEE REPORTS:**

### **Director De La Cruz:**

Armando was absent and unable to comment.

### **Director Ward:**

Denise wished everyone a happy and safe Thanksgiving.

### **Treasurer Flores:**

John thanked Duane and had no further comments.

### **Vice Chair/Secretary Diercks:**

Chris wishes all a happy Thanksgiving and said he would see them at the upcoming Winterfest.

### **Chairman Hughes:**

Dan wished all a happy Thanksgiving and asked the Board to consider attending the Student of the Month events.

**6. ADJOURNMENT:**

Motion made to adjourn the meeting at 5:32pm.

Initial Motion: Vice-Chair/Secretary Diercks

Second: Director Ward

Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 11/30/2022

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 2,840.92	\$ 427,556.99	\$ 428,604.65	\$ 3,888.58	
2 Bank of Hemet - Payroll Account	\$ 3,945.44	\$ 93,352.82	\$ 95,000.00	\$ 5,592.62	
3 Bank of Hemet - Project Loan	\$ 1,371.52			\$ 1,371.52	Loan Payment 11/6/2023
4 Bank of Hemet - Bogart	\$ 9,023.32	\$ 8,927.86	\$ 8,789.25	\$ 8,884.71	
5 Bank of Hemet MM	\$ 166,103.11		\$ 7,510.79	\$ 173,613.90	7,500 Monthly Deposits for loan payment 11/2021
6 Bank of Hemet - Reserve Fund	\$ 139,067.10		\$ 5,005.13	\$ 144,072.23	
7 Bank of Hemet - Quimby/DIF	\$ 19,373.19		\$ 38,557.33	\$ 57,930.52	
8 Petty Cash	\$ 500.00			\$ 500.00	
9 Riverside County Fund	\$ 331,409.96	\$ 300,000.00	\$ 128,485.44	\$ 159,895.40	October 2022 Disbursements
10	\$ 673,634.56	\$ 829,837.67	\$ 711,952.59	\$ 555,749.48	
11 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 83,690.42		\$ 5,000.00	\$ 88,690.42	NOT to be USED
13 Capital Reserve	\$ 55,376.68		\$ 5.13	\$ 55,381.81	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 139,067.10	\$ -	\$ 5,005.13	\$ 144,072.23	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

**Bank Account Balance**

As of 11/30/2022

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
15 Bank of Hemet	\$ 106,850.28	\$ 27,474.06	\$ 2,900.00	\$ 82,276.22	

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

Type	Date	Num	Name	Memo	Amount
10005 - Bank of Hemet - Operating					
Check	11/01/2022	125352	Dan Hughes	Director Fees - October 2022	-600.00
Bill Pmt -Check	11/01/2022	125353	Masonry Design & Concrete Inc.	Field #1R ADA Walkway/Parking - Concrete, Handball Footing @5' 2' Deep, Double Matte, 17' 4" wide 10'h, 4'h of 12" block grouted solid	-19,550.00
Bill Pmt -Check	11/02/2022	125354	Bay Alarm Company	Monthly Alarm Service	-224.00
Bill Pmt -Check	11/02/2022	125355	Beaumont Power Equipment, Inc.	Repair - (5) Weed Trimmers	-411.41
Bill Pmt -Check	11/02/2022	125356	Blue Shield	Employee - Dental Insurance	-544.10
Bill Pmt -Check	11/02/2022	125357	California Special Districts Association	Yearly Membership - (4) Employee Posters	-7,262.00
Bill Pmt -Check	11/02/2022	125358	Ferrellgas	Utilities - Propane - Snack Bar (142.7 Gal)	-651.66
Bill Pmt -Check	11/02/2022	125359	HydroPoint Data Systems, inc.	Weather Trak Central Service - Annual Renewal NC Park	-1,880.00
Bill Pmt -Check	11/02/2022	125360	Inland Kubota	Kubota - Service/Repair	-244.21
Bill Pmt -Check	11/02/2022	125361	Jani-King of California, Inc	Monthly Janitorial Service	-2,771.41
Bill Pmt -Check	11/02/2022	125362	Merlin Johnson Construction, Inc.	Install District furnished flow meter on down leg of R.P.	-1,367.38
Bill Pmt -Check	11/02/2022	125363	Pattons Steel Corp	Material: BBQ Pitt Railing	-1,508.67
Bill Pmt -Check	11/02/2022	125364	Slugg Bugg Pest Control	Bi Monthly - Pest Control	-745.00
Bill Pmt -Check	11/02/2022	125365	Star Pro Security Patrol Inc.	One unarmed officer 8hr/5day - 10/17/2022 -10/30/2022	-2,560.00
Bill Pmt -Check	11/02/2022	125366	Turf Star, Inc.	Repair Toro Workman HD - Throttle Cable Failed/ PM Contract Oct 2022	-1,838.59
Bill Pmt -Check	11/02/2022	125367	Frontier (2091883458) Maint	Monthly Wifi Service (Maintenance)	-125.47
Check	11/02/2022	11022022KG	USPS	Postage - CDBG 2223 Sponsor Agreement	-9.55
Check	11/02/2022	Fees	EPX	Fees - Credit Card Machine	-106.84
Check	11/03/2022	125368	Jim Smith.	Mileage Reimbursement - ABC License Pickup/Drop off	-292.50
Check	11/03/2022	125369	Anthony Tony Gipson	Adult Softball Umpire	-60.00
Check	11/03/2022	125370	Malik Coleman	Adult Softball Umpire	-330.00
Check	11/03/2022	125371	Javier E. Cota	Adult Softball Umpire	-330.00
Check	11/03/2022	125372	Frank D. Wagner II	Adult Softball Umpire	-30.00
Bill Pmt -Check	11/03/2022	11032022	Rosalind Otero	Unfunded Retire Health	-131.09
Check	11/03/2022	11032022LA	Walmart	Office Supplies - Coffee/Plates	-18.63
Check	11/03/2022	11032022	Walmart	Winterfest - Paint	-39.17
Bill Pmt -Check	11/04/2022	125376	Hibachi Master Abel	Staff Holiday Party - Food	-2,900.00

# Beaumont Cherry Valley Recreation & Park District Check Warrant

## Bank of Hemet - Operating November 2022

Type	Date	Num	Name	Memo	Amount
Check	11/04/2022	125377	Matik Coleman	Adult Softball Umpire	-120.00
Check	11/07/2022	11072022RF	Beaumont Chamber of Commerce	Beaumont Chamber Breakfast - (4) Attendance	-100.00
Check	11/07/2022	11072022RF	Banning Chamber of Commerce	Banning Chamber Breakfast - (2) Nick Hughes & Lily Averrette	-51.26
Check	11/08/2022	125373	Harold Calloway	Refundable Security Deposit - Wedding - 10/15/2022	-500.00
Bill Pmt -Check	11/08/2022	11082022	Nextiva	Monthly Telephone Service	-352.59
Check	11/09/2022	11092022LA	Hobby Lobby	Holiday Party - Card Stalk for Invitations	-18.29
Check	11/09/2022	11092022LA	Stater Bros	Board Meeting - Cupcakes (birthday)	-11.98
Check	11/09/2022	DB11092022	Morongo Casino Resort & Spa	Crystal Hears/Cabazon Banquet - Casino Event 11/8/2022	-220.00
Check	11/10/2022	125374	Chris Diercks.	Director Fees - Oct/November 2022	-500.00
Check	11/10/2022	125375	Rapstine's Red Barn	Refundable Deposit - (5) Barrels - 10/8/2022	-250.00
General Journal	11/10/2022	RCF 11101		Transferred from Riverside County Fund for Bills & Payroll	300,000.00
Bill Pmt -Check	11/10/2022	1002240999	CalPers	Employee - Health Insurance	-6,288.94
Bill Pmt -Check	11/10/2022	7610497735	Ford Credit	Monthly Ford 150 XL Payment	-801.36
Check	11/10/2022	NL11102022	Clover	Monthly Equipment Rental	-109.85
Check	11/10/2022	NL11102023	Amazon.com	Office Supplies - Desk Calendars/ Dry Erase Board/ Shredders	-172.12
Bill Pmt -Check	11/11/2022	1002241001	CalPers	Employee - 457 Plan - 10/10/2022 - 10/23/2022	-204.50
Bill Pmt -Check	11/11/2022	1002241003	CalPers	Employee - 457 Plan - 10/24/2022 - 11/6/2022	-258.95
Bill Pmt -Check	11/11/2022	p226CBKTKQ	Frontier (9518459910) WC	Monthly Wifi Service (Woman's Club)	-151.25
Bill Pmt -Check	11/11/2022	p226R4B5RQ	Frontier (9518455721) G	Monthly Wifi Service (Grange)	-136.76
Bill Pmt -Check	11/11/2022	11112022	UNUM	Employee - Monthly Disability Insurance	-559.15
Bill Pmt -Check	11/11/2022	227226926	Colonial Life	Employee - Life Insurance	-831.01
Bill Pmt -Check	11/11/2022	2985-5163	Streamline	Monthly Website/Portal Service	-420.00
Bill Pmt -Check	11/11/2022	11112022	VSP-Vision Service Plan	Employee - Vision Insurance	-65.44
Bill Pmt -Check	11/15/2022	11152022	Nationwide Retirement Solutions	Employee - 457 Plan	-5,871.04
Check	11/15/2022	NL11152022	Safeguard	Operating - Checks	-283.80
Check	11/16/2022	11162022LA	Walmart	Grange Thermometer/Office Creamer/Winterfest Lights	-887.25
Check	11/16/2022	RF11162022	Amazon.com	Janitorial Supplies/Winterfest	-284.21
Check	11/16/2022	RF11162023	Amazon.com	Office Supplies - Card Stock Paper	-69.80
Check	11/17/2022	125378	Frank D. Wagner II	Adult Softball Umpire	-30.00



Beaumont Cherry Valley Recreation & Park District  
Check Warrant

Bank of Hemet - Operating  
November 2022

Type	Date	Num	Name	Memo	Amount
Check	11/17/2022	125379	Javier E. Cota	Adult Softball Umpire	-150.00
Check	11/17/2022	125380	George Ramirez	Adult Softball Umpire	-90.00
Check	11/17/2022	125381	Anthony Tony Gipson	Adult Softball Umpire	-60.00
Check	11/17/2022	125382	Malik Coleman	Adult Softball Umpire	-60.00
Check	11/17/2022	125383	Frank D. Wagner II	Adult Softball Umpire	-30.00
Check	11/17/2022	125384	Javier E. Cota	Adult Softball Umpire	-60.00
Check	11/17/2022	125385	Brooke Miller	Adult Softball Umpire	-30.00
Check	11/17/2022	125386	Michael Joseph Teahen	Adult Softball Umpire	-120.00
Check	11/17/2022	125387	Taylor McCafferty	Refund - Breakfast Burrito's - Veterans Parade 11/11/2022	-72.12
Check	11/17/2022	125388	Beaumont Youth Baseball	Spooky Spectacular - Prizes	-470.70
Check	11/17/2022	125389	Carl Vince	Refundable Security Deposit - Anniversary - 10/22/2022	-500.00
Check	11/17/2022	125390	Ana B Ibarra	Refundable Security Deposit - Quinceanera - 10/8/2022	-100.00
Check	11/17/2022	125391	Veronica Denier	Refundable Security Deposit - Reunion - 11/5/2022	-475.00
Check	11/17/2022	125392	Nancy Piper	Cancelled Event - COVID 19 2020	-100.00
Check	11/17/2022	125393	Beverly Stark	Cancelled Event	-100.00
Check	11/17/2022	125394	Jessica Warrick	Payroll Period 9/26/2022 - 10/09/2022	-2,116.64
Check	11/17/2022	125395	Jessica Warrick	Payroll Period 10/10/2022 - 10/23/2022	-1,760.00
Check	11/17/2022	125396	Shawn Orr	Oktoberfest 2022 - Food Vouchers - Entertainment	-120.00
Bill Pmt -Check	11/17/2022	199548403	ARCO Business Solutions	Monthly Gas/Fuel - Traverse (50,739)	-576.89
Bill Pmt -Check	11/17/2022	1938782836	Verizon Wireless	Monthly Wireless Phone Service	-893.33
Check	11/17/2022	RF11172022	Amazon.com	Janitorial Supplies (Waste Baskets Woman's Restroom NCCC)Winterfest Lights	-151.88
Check	11/17/2022	DB11172022	Ramona's	Bus. Meal - Duane Burk, Mark Weaver & Mike - Turkeyfest (Foundation)	-92.62
General Journal	11/18/2022	Tran 111822		Transfer to Payroll for PR 11252022	-35,000.00
Check	11/18/2022	LA11182022	Walmart	Staff Holiday Party - Raffles	-44.19
Check	11/20/2022	LA11232023	Beaumont Do it Best	Winterfest - Staples/Staple Guns	-76.43
Check	11/20/2022	LA11202022	Beaumont Do it Best	1-1/2 Sch 40 Cross - Decorations - Winterfest 2022	-40.90
Check	11/20/2022	LA11202022	Del Taco	Lunch for Staff - Winterfest Light	-68.56
Check	11/21/2022	125397	Anthony Tony Gipson	Adult Softball Umpire	-180.00

# Beaumont Cherry Valley Recreation & Park District Check Warrant

## Bank of Hemet - Operating November 2022

Type	Date	Num	Name	Memo	Amount
Check	11/21/2022	125398	Malik Coleman	Adult Softball Umpire	-180.00
Check	11/21/2022	125399	Javier E. Cota	Adult Softball Umpire	-120.00
Check	11/21/2022	125400	George Ramirez	Adult Softball Umpire	-60.00
Check	11/21/2022	125401	Jackson Grantz	Adult Softball Umpire	-180.00
Bill Pmt -Check	11/21/2022	470112122	Chevron	Monthly Gas/Fuel - Chevy (41,670), F350 (162,112) & Gas/Fuel Cans/Tank	-1,831.58
Bill Pmt -Check	11/21/2022	125402	Awards & Specialties	Business Cards - Armando De La Cruz	-59.81
Bill Pmt -Check	11/21/2022	125403	Beaumont Cherry Valley Water Distr 8-000	Utilities - Water - Woman's Club	-202.78
Bill Pmt -Check	11/21/2022	125404	Beaumont Cherry Valley Water Distr 8-001	Utilities - Water - NCR Park	-7,024.04
Bill Pmt -Check	11/21/2022	125405	Beaumont Cherry Valley Water Distr 8-002	Utilities - Water - NCR Park	-3,567.77
Bill Pmt -Check	11/21/2022	125406	Beaumont Cherry Valley Water Distr 8-003	Utilities - Water - Noble Creek Community Center	-1,737.43
Bill Pmt -Check	11/21/2022	125407	Cherry Valley Feed & Pet Supply	Pumpkin Carve - Hay Bales (225)	-1,266.06
Bill Pmt -Check	11/21/2022	125408	Merlin Johnson Construction, Inc.	Make Hot Tap connection to existing 4" main and run line to new fire pit.	-861.00
Bill Pmt -Check	11/21/2022	125409	MS Painting	Prep Sign - Wash down w/ Lacquer thinner prime (2 coats) finish(2 coats) - Grange/Prep BBQ Area, Wash, Prime and Finish	-3,075.00
Bill Pmt -Check	11/21/2022	125410	Safety Compliance Company	Safety Meeting 10/25/2022 Topic: Near-Misses	-250.00
Bill Pmt -Check	11/21/2022	125411	Star Pro Security Patrol Inc.	One unarmed officer 8hr/5day - 10/31/2022-11/13/2022 / 7/25/2022 - 8/28/2022 (rate change difference)	-9,283.20
Bill Pmt -Check	11/21/2022	2246633-35	CalPers	Employee - Retirement Plan	-5,536.82
Check	11/21/2022	LA11212022	The Home Depot	Lights - Winterfest 2022	-139.84
General Journal	11/22/2022	Tran 11222		Transfer to Payroll for PR 11252022	-15,000.00
Bill Pmt -Check	11/22/2022	125412	Kaboo Leasing Co.	Fabricate Sign Frame & Brackets (Grange)	-500.00
Check	11/22/2022	DB11222022	Frijoles	Bus. Meal - Duane Burk, Dan Hughes & Bob Tinker - Pre Meeting	-48.45
Check	11/22/2022	LA11222022	Department of Environmental Health	Food Vendor Permit - Winterfest 2022	-339.82
Check	11/22/2022	LA11222022	Walmart	Staff Holiday Party - Raffles	-428.80
Check	11/23/2022	LA11232022	7 Days Market	Thanksgiving Lunch - Staff	-132.74
Check	11/23/2022	LA11232022	Best Buy	Staff Holiday Party - Raffles	-340.00
Check	11/23/2022	LA11232023	Best Buy	Staff Holiday Party - Raffles	-620.16
Check	11/27/2022	LA11272022	Smart & Final	Tree Lighting - Hot Coco/Cups/Cookies	-81.75
Check	11/27/2022			Bank Service Fees - Positive Pay/Stop Payment Fee	-49.00

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

Type	Date	Num	Name	Memo	Amount
Check	11/28/2022	125413	Petty Cash	Starting Cash - Winterfest 2022	-1,400.00
Bill Pmt -Check	11/28/2022	91898910698	Office Depot	Office Supplies	-359.64
Bill Pmt -Check	11/28/2022	1002249354	CalPERS-OPEB	Accrued Liability as of June 30, 2020 - Rate Plan: 1357	-6,248.42
Bill Pmt -Check	11/28/2022	102249357	CalPERS	Employee - 457 Plan - 11/7/2022 - 11/20/2022	-224.30
Bill Pmt -Check	11/28/2022	125414	Grand American Builders, Inc.	Install Composite Decking for bridge #2, NE Offices doors, Field #1 restroom plumbing demo, BBQ Pit Decking, Grange Message Board Framework, Kiosk (Bogart) Floor repair/replacement window & mini blinds install/ Plumbing repairs Equestrian Restroom/ toilet repair day use restroom	-9,870.85
Bill Pmt -Check	11/28/2022	80061229149	Waste Management of the IE	Utilities - Trash - Woman's Club	-85.11
Bill Pmt -Check	11/28/2022	80061229195	Waste Management of the IE	Utilities - Trash - Noble Creek Regional Park/Community Center	-1,512.06
Bill Pmt -Check	11/28/2022	80061229388	Waste Management of the IE	Utilities - Trash - Grange	-243.17
Bill Pmt -Check	11/28/2022	332009-69	SoCalGas	Utilities - Gas - NCCC/Grange & Woman's Club	-192.05
Bill Pmt -Check	11/28/2022	11282022	UNUM	Employee - Monthly Disability Insurance	-496.07
Bill Pmt -Check	11/28/2022	p226CLXM3W	Frontier (9518450886) NC	Monthly Wifi (Noble Creek Community Center)	-125.98
Bill Pmt -Check	11/28/2022	9010219448	The Home Depot	Shop Tools - Laser Temp Gum/Jigsaw Blade/Winterfest Lights/Pumpkin Carve Decorations/Heater Glass Cylinder Replacements	-1,292.74
Bill Pmt -Check	11/28/2022	11282022	Ford Credit	Monthly Ford 150 XL Payment	-801.36
Check	11/28/2022	125415	Aaron Morris	Refundable Security Deposit - Birthday Party - 11/12/2022	-250.00
Check	11/28/2022	RF11282022	Dollar Tree	Tree Lighting (marshmallows) & Holiday Party - Decorations	-35.12
Check	11/28/2022	RF11282022	USPS	Postage - Mailing of Grant Deed/Easements - DTR Well	-61.00
Bill Pmt -Check	11/28/2022	BH03261553	UMPQUA Bank	Traverse Service, Gopher X Burrowing Device & Smoke Oil, Stamps, Shirts Pumpkin Carve & Sirius XM Radio	-4,553.17
General Journal	11/29/2022	Tran112922		Transfer to Money Market for Monthly Transfer	-7,500.00
General Journal	11/29/2022	Tran112922		Transfer to Reserve for Monthly Transfer	-5,000.00
Bill Pmt -Check	11/29/2022	125416	Acorn Technology Services	Monthly IT Service	-2,020.00
Bill Pmt -Check	11/29/2022	125417	Action True Value Hardware	Propane for Outside Heaters	-50.61
Bill Pmt -Check	11/29/2022	125418	Beaumont Do it Best	Pumpkin Carve - Paint/Shop Tools - Concrete Hold Drill Bit/ Horseshoe Pits - Paint	-116.16
Bill Pmt -Check	11/29/2022	125419	Beaumont Power Equipment, Inc.	Recoil Rewind - Hedge Trimmer	-25.00
Bill Pmt -Check	11/29/2022	125420	Diamond Environmental Services	Field #1 Portable Restrooms - 11/14/2022 - 12/11/2022	-533.60

**Beaumont Cherry Valley Recreation & Park District  
Check Warrant**

**Bank of Hemet - Operating  
November 2022**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/29/2022	125421	Prudential Overall Supply	Weekly Janitorial/Uniform Service	-827.56
Bill Pmt -Check	11/29/2022	125422	Star Pro Security Patrol Inc.	One unarmed officer 8hr/5day - 11/14/2022-11/20/2022	-1,280.00
Bill Pmt -Check	11/29/2022	125423	Arctic Glacier	Winterfest - Snow Hill	-8,025.68
Check	11/29/2022	AF11292022	The Home Depot	Winterfest - Supplies	-138.78
Check	11/29/2022	AF11292022	Big Lots	Winterfest - Decorations	-34.45
Check	11/29/2022	CCFEES	Clover(MRCH BNKCD)	Credit Card Fees	-440.12
Bill Pmt -Check	11/30/2022	125424	Advanced Landscape and Hydroseeding, Inc.	Reissue - Field #2 & #3 - Hydroseeding	-3,341.36
			<b>TOTAL</b>		<b>80,379.10</b>

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

Type	Date	Num	Name	Memo	Amount
<b>10000 - Bank of Hemet - MM</b>					
General Journal	11/29/2022	Tran112922		Transfer to Money Market for Monthly Transfer	7,500.00
				TOTAL	7,500.00
					<u>7,500.00</u>

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

Type	Date	Num	Name	Memo	Paid Amount
10025 · Bank of Hemet - Reserve Fund					
General Journal	11/29/2022	Tran112922		Transferred from Operating for Monthly Transfer	5,000.00
				TOTAL	5,000.00
					<u>5,000.00</u>

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

Type	Date	Num	Name	Memo	Amount
10050 - Bank of Hemet - Bogart Park					
Check	11/01/2022	CCFEES	Clover(MRCH BNKCD)	Credit Card % Fees	-146.22
Bill Pmt -Check	11/02/2022	5373	Clark Pest Control	Pest Control	-891.00
Bill Pmt -Check	11/02/2022	5374	MS Painting	Prep Bridge (sand and apply 2 coats of primer)/Paint Bridge & Touched up new one also 2 coats of finish / labor and materials	-1,500.00
Bill Pmt -Check	11/02/2022	5375	Redlands Yucaipa Rentals	Mower Rental	-513.75
Bill Pmt -Check	11/04/2022	5376	Matthew Pistilli Landscape Services	Landscape Service 10/27/2022/ Pest Control (Gophers)	-1,020.00
Check	11/10/2022	NL11102022	Clover	Monthly Equipment Rental	-54.90
Check	11/10/2022	Fee	UMS/Celero Banking	Credit Card Fees - Kiosk Machine	-46.45
Bill Pmt -Check	11/11/2022	p226CBKWQ7	Frontier (9518453887) B	Monthly Wifi Service	-136.76
Bill Pmt -Check	11/17/2022	5377	Matthew Pistilli Landscape Services	Landscape service 11/5/2022 & 11/10/2022/ Pest Control (Gophers)	-1,770.00
Bill Pmt -Check	11/17/2022	29797426	SCE (700558511896)	Utilities - Electric (Bogart)	-1,340.67
Bill Pmt -Check	11/22/2022	5378	Matthew Pistilli Landscape Services	Landscape Service 11/17/2022/ Pest Control (Gophers)	-1,020.00
Bill Pmt -Check	11/28/2022	80061229418	Waste Management of the IE	Utilities - Trash	-721.06
Bill Pmt -Check	11/28/2022	p226CLXMF7	Frontier (9518453021) B	Monthly Wifi Service	-120.05
				<b>TOTAL</b>	<b>-9,280.86</b>

**Beaumont-Cherry Valley Recreation Improvement Corporation  
Check Warrant**

**Bank of Hemet - Foundation  
November 2022**

Type	Date	Num	Name	Memo	Amount
1000 - Bank of Hemet					
Check	11/02/2022	CCFEES	UMS Banking/Celero	Credit Card % Fees	-49.05
Check	11/03/2022	Fees	UMS Banking/Celero	Monthly CC Fees	-46.45
Check	11/03/2022	1165	Lorraine Martinez	Face Painting - 10/29/222 - 11am - 3pm - Market Night/Pumpkin Carve	-250.00
Check	11/09/2022	NH11092022	Beaumont Copy and Graphics	Printing of Pictures - Thank you letters	-38.47
Check	11/10/2022	NH11102022	Kafe Royale	Calimesa Chamber Breakfast - Nick Hughes & Lilian Averette	-42.37
Check	11/11/2022	1167	James E Felix	Entertainment - Summer Concert Series " Delany & Jaymes" 11/11/2022	-700.00
Check	11/15/2022	1168	BCVRPD	Install and completion of BBQ Pit	-5,000.00
Check	11/15/2022	1169	Banning/Beaumont Student of the Month	Student of the Month Gold Sponsor	-1,000.00
Bill Pmt -Check	11/15/2022	1170	Halliday & Company, CPAs	Consultations regarding accounting matters and assistance w/filing the 2022 Statement of Information with the CA Secretary of State	-395.00
Bill Pmt -Check	11/15/2022	1172	Lisa Rose	10/14/2022 Vendor Administration/10/29/2022 Vendor Administration	-285.00
Bill Pmt -Check	11/15/2022	1173	Star Pro Security Patrol Inc.	(3) Unarmed Officers - Market in the Park " Fall Classic Car Show" 10/14/2022	-513.00
Bill Pmt -Check	11/15/2022	1174	Heimark Distributing, LLC	Oktoberfest 2022 Beer	-16,063.50
Check	11/25/2022	NH11252022	Beaumont Do It Best	Banner Zip Ties/ Bungee Cords Thank you sign Turkeyfest	-91.22
				<b>TOTAL</b>	<b>-24,474.06</b>





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BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT

**Staff Report**

Agenda Item No. **3.1**

**To:** Board of Directors:  
**From:** Lilian Averette, Activities Coordinator  
**Via:** Duane Burk, General Manager  
**Date:** December 14, 2022  
**Subject:** 2022 Parking Fee Dates

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**Background and Analysis:**

The Board annually approves (3) Parking Fee days for BYB during its regular Baseball/Softball season and (1) District event as \$5.00 admission per car. The \$5.00 per car admission fees collected will go 100% to the Beaumont-Cherry Valley Recreation and Park Improvement Corporation. Parking fee days will continue to be manned by security. The \$5.00 parking fees are used to offset the low cost charged to the children of the community for use of Noble Creek Regional Park ball fields.

**Recommendations:**

Staff recommends the Board approve the 2023 \$5.00 per car Mandatory Parking fee collection days as follows, (1) BYB Opening Day **March 4, 2023**, (1) Parking fee day **April 15, 2023**, and (1) Closing Ceremonies Parking Fee **May 20, 2023** with all of the proceeds to be designated to the Improvement Corporation, along with the District **September 15th-17th, 2023** (3) days for Oktoberfest, that will go 100% for the Improvement Corporation. All proceeds to be designated to the Improvement Corporation Bank account.

**Fiscal Impact:**

There will be an undetermined fiscal impact, at this time, to the Beaumont-Cherry Valley Improvement Corporation fund balance.

Respectfully Submitted:

Lilian A,  
Activities Coordinator



BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT

**Staff Report**

Agenda Item No. **3.2**

**To:** Board of Directors:  
**From:** Lilian Averette, Activities Coordinator  
**Via:** Duane Burk, General Manager  
**Date:** December 14, 2022  
**Subject:** 2022 Calendar of Events

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District hosts Special Events throughout the year to benefit the community. Each year the dates change slightly due to holidays, park availability and other community events. The District would like to present the following 2023 event dates, all events are subject to change due to weather or other unforeseen natural disaster and reserve the right to change any date as necessary.

1k and 5k Run at Bogart	March 11 <sup>th</sup> , 2023
Welcome Home Vietnam Veterans	March 24 <sup>th</sup> , 2023
Fishing Derby	April 1 <sup>st</sup> & 2 <sup>nd</sup> , 2023
Spring Fling	April 8 <sup>th</sup> , 2023
Arbor Day	April 28 <sup>th</sup> , 2023
Cinco De Mayo Festival	May 6 <sup>th</sup> , 2023
Memorial Wall	May 19 <sup>th</sup> , 2023
Beers, Brats, and Bogart Bash	June 11 <sup>th</sup> , 2022
Movies Under the Stars (Every Monday)	June 19 <sup>th</sup> – July 24 <sup>th</sup> , 2023
Oktoberfest	September 15 <sup>th</sup> , 16 <sup>th</sup> & 17 <sup>th</sup> , 2023
Pumpkin Carve	October 28 <sup>th</sup> , 2023
Winterfest	December 1 <sup>st</sup> – December 2 <sup>nd</sup> , 2023

**Recommendations:**

Staff recommends that the Board approves the 2023 Event dates with possibility of changes as the General Manager and Staff deem appropriate.

**Fiscal Impact:**

Each event has its own fiscal impact on the district and has been presented in the FY 22/23 Budget.

Respectfully Submitted:

Lilian Averette,  
Activities Coordinator

# Beaumont Cherry Valley Recreation and Park District



## 2023 Events

- Bogart 1K and 5K Fun Run: March 11, 2023
- Welcome Home Vietnam Veterans Day: March 24, 2023
- Fishing Derby: April 1 & April 2, 2023
- Spring Fling: April 8, 2023
- Arbor Day: April 28, 2023
- Cinco De Mayo Festival: May 6, 2023
- Memorial Wall Dedication: May 19, 2023
- Movies Under the Stars: Monday's June 19 through July 24, 2023
- 32nd Annual Oktoberfest: September 15, 16, & 17, 2023
- Pumpkin Carve: October 28, 2023
- 29th Annual Winterfest: December 1 & December 2, 2023

Dates and Locations are  
subject to change

390 W. Oak Valley Parkway  
Beaumont, Ca. 92223  
951-845-9555  
951-845-9557 fax



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

## **Staff Report**

Agenda Item No. **3.3**

**To:** Board of Directors:

**From:** Lilian Averette, Activities Coordinator

**Via:** Duane Burk, General Manager

**Date:** December 14, 2022

**Subject:** Approval of the 2023 Facility Use License Agreements

### **Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District annually renew facility use agreements for independent operators which benefit our local community. There are (11) license agreements for your consideration for 2023.

Staff Recommends:

1. No increased rates to Facility use License Agreements for users in 2023.

### **Recommendations:**

Staff recommends that the Board approve each License Agreement 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

3.3.1

## FACILITY USE LICENSE AGREEMENT

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

### RECITALS

1. Whereas, BCVRPD owns and operates the CHERRY VALLEY GRANGE COMMUNITY CENTER located at 10478 BEAUMONT AVE, CHERRY VALLEY, CA, 92223.
2. Whereas, CHURCH FOR FAMILY desires to utilize BCVRPD facilities between April 1, 2023 and December 31, 2023 for CHURCH SERVICES.
3. CHURCH FOR FAMILY will not be charged for any of the following January 1, 2023 till March 31, 2023
4. Whereas, CHURCH FOR FAMILY represents that it has the skill, ability and personnel to render such SERVICES.

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

### TERMS

- I. BCVRPD shall authorize CHURCH FOR FAMILY rental of the CHERRY VALLEY GRANGE COMMUNITY CENTER, on ALL SUNDAYS FROM 8:00AM – 12:00PM AND SUNDAY EVENINGS WHEN NOT RENTED BY BCVRPD for CHURCH SERVICES. Any day’s after Aril 1, 2023.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to 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. CHURCH FOR FAMILY must get approval for any other usage of CHERRY VALLEY GRANGE COMMUNITY CENTER 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 CHURCH FOR FAMILY if there is any other event scheduled in the building on Sundays after their morning services.
  - iv. CHURCH FOR FAMILY is permitted to host CHURCH SERVICES, MEETINGS, AND EVENTS. In the case there are ROOM CAPACITY restrictions, CHURCH FOR FAMILY



## Beaumont-Cherry Valley Recreation and Park District

3.3.1

shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.

- III. This agreement includes full access to CHERRY VALLEY GRANGE COMMUNITY CENTER and surrounding parking. Specialty equipment needed to operate the CHERRY VALLEY GRANGE COMMUNITY CENTER 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 park District.
- IV. BCVRPD will give notice to CHURCH FOR FAMILY if there is another event taking place at the CHERRY VALLEY GRANGE COMMUNITY CENTER 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. CHURCH FOR FAMILY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. CHURCH FOR FAMILY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. CHURCH FOR FAMILY 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 CHURCH FOR FAMILY right to use of the facility under this agreement should CHURCH FOR FAMILY 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 CHURCH FOR FAMILY chooses to store in or around the facility.
  - i. CHURCH FOR FAMILY must get prior approval for any stored items on the district property.
  - ii. CHURCH FOR FAMILY will provide an inventory list of all items stored in/or around CHERRY VALLEY GRANGE COMMUNITY CENTER and the square footage needed to store the items.
  - iii. CHURCH FOR FAMILY will provide a set of keys or combinations to the District to anything stored on the district property.
  - iv. The Park District's Facility AdHOC Committee has given permission to the CHURCH FOR FAMILY to place a storage bin on the property next to the shed. CHURCH FOR FAMILY will remove storage bin if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER



## Beaumont-Cherry Valley Recreation and Park District

3.3.1

- v. CHURCH FOR FAMILY has purchased (80) black stackable chairs for their use. The District has permission to use the chairs if/when needed. The chairs will be donated to the District and remain part of the CHERRY VALLEY GRANGE COMMUNITY CENTER property if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER.

### 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. \$346.50 per week of Sunday Services.
- iii. Payable within (10) days after, the Finance Services Technician has invoices for the month and emails paulwnewell@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 is required in order to restore contract.

**VIII.** CHURCH FOR FAMILY, 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. CHURCH FOR FAMILY 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 halls and bathrooms shall be the responsibility of CHURCH FOR FAMILY during and after all facility use.
- ii. CHURCH FOR FAMILY will remove all trash to the outside trash containers after each use.
- iii. CHURCH FOR FAMILY shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
- iv. CHURCH FOR FAMILY shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at GRANGE.
- v. CHURCH FOR FAMILY members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated, while participating in CHURCH SERVICES AND EVENTS.
- vi. CHURCH FOR FAMILY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the GRANGE with CDC approved COVID-19 viral cleaning products.



## Beaumont-Cherry Valley Recreation and Park District

3.3.1

- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CHURCH FOR FAMILY and must meet all City/County/State legal standards.
  - i. CHURCH FOR FAMILY has permission from the District Facility AdHOC Committee to install permanent speakers in the OAK ROOM of the CHERRY VALLEY GRANGE COMMUNITY CENTER. Speakers must be approved by the Facility AdHOC Committee prior to installation.
  - ii. Cost of any approved permanent fixtures will be the responsibility of CHURCH FOR FAMILY and will be donated to the District and remain as part of the CHERRY VALLEY GRANGE COMMUNITY CENTER property if/when the Church no longer resides at the CHERRY VALLEY GRANGE COMMUNITY CENTER.
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time CHURCH FOR FAMILY 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.
- XIII. BCVRPD reserves the right to reassign CHURCH FOR FAMILY to another facility if the CHERRY VALLEY GRANGE COMMUNITY CENTER 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. CHURCH FOR FAMILY shall not duplicate any keys. If a key is lost or stolen CHURCH FOR FAMILY shall immediately report the loss to BCVRPD. CHURCH FOR FAMILY will be charged the cost for re-keying of the building and for manufacture of new keys.
- XV. CHURCH FOR FAMILY will provide the District a list of anyone that has been issued keys and for what locations.
- XVI. CHURCH FOR FAMILY shall not make any changes to lock(s) on District property.
- XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. CHURCH FOR FAMILY will be responsible for any charges incurred by a false alarm to the CHERRY VALLEY GRANGE COMMUNITY CENTER from any CHURCH FOR FAMILY members, volunteers and/or patrons entering the building for business.
- XVIII. CHURCH FOR FAMILY will provide the District a list of anyone that has been issued the assigned alarm code.
- XIX. CHURCH FOR FAMILY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.





## Beaumont-Cherry Valley Recreation and Park District

3.3.1

- XX. CHURCH FOR FAMILY will be responsible for any damage to the facility caused by CHURCH FOR FAMILY members, volunteers, and/or patrons. BCVRPD will repair any damages and bill the cost to CHURCH FOR FAMILY.
- XXI. 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.
- XXII. CHURCH FOR FAMILY 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. CHURCH FOR FAMILY 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.
- XXIII. 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, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. CHURCH FOR FAMILY waives any right of recovery against BCVRPD and CHURCH FOR FAMILY shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.
- XXIV. CHURCH FOR FAMILY shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: CHURCH FOR FAMILY 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 CHURCH FOR FAMILY, its agents, representatives, employees, or subcontractors. CHURCH FOR FAMILY 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,



## Beaumont-Cherry Valley Recreation and Park District

3.3.1

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:** CHURCH FOR FAMILY 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 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 CHURCH FOR FAMILY 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 CHURCH FOR FAMILY; 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 CHURCH FOR FAMILY 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 CHURCH FOR FAMILY 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,



## Beaumont-Cherry Valley Recreation and Park District

3.3.1

hired or borrowed by the CHURCH FOR FAMILY or for which CHURCH FOR FAMILY 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 CHURCH FOR FAMILY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CHURCH FOR FAMILY 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 CHURCH FOR FAMILY.
  - 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. CHURCH FOR FAMILY 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. CHURCH FOR FAMILY shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.



## Beaumont-Cherry Valley Recreation and Park District

3.3.1

- 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:** CHURCH FOR FAMILY 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:** CHURCH FOR FAMILY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CHURCH FOR FAMILY in connection with this agreement.

XXV. CHURCH FOR FAMILY 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 CHURCH FOR FAMILY 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.

XXVI. CHURCH FOR FAMILY shall defend, with counsel of its choosing and at CHURCH FOR FAMILY 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. CHURCH FOR FAMILY 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. CHURCH FOR FAMILY 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.

XXVII. 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.

XXVIII. 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.



# Beaumont-Cherry Valley Recreation and Park District

3.3.1

XXIX. 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.

XXX. 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. CHURCH FOR FAMILY  
c/o Pastor Paul  
34811 Pleasant Grove St  
Yucaipa CA 92399

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

XXXI. This agreement is to be affective on April 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.

XXXII. 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.

XXXIII. The recitals above are true and correct and are incorporated herein by this reference.

XXXIV. 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)

\_\_\_\_\_  
Paul Newell, Pastor (CHURCH FOR FAMILY)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Beaumont-Cherry Valley Recreation and Park District

3.3.2

## Facility Use Agreement

Contract Instructors

Facility: Noble Creek Comm. Center Room: Copper Room

Period of use: \_\_\_\_\_

One time use: \_\_\_\_\_ Date: 2023 Open Time 10 AM Close Time 11 AM

Weekly:  \_\_\_\_\_

Monday	<input checked="" type="checkbox"/>	<u>10 AM</u>	<u>11 AM</u>
Tuesday	_____	_____	_____
Wednesday	<input checked="" type="checkbox"/>	<u>10 AM</u>	<u>11 AM</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: Yoga

Type of Instruction: Bentle

Expected Attendance: \_\_\_\_\_ 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.



Applicant is responsible for leaving facilities in the same condition as received.



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.



All fund raisers are subject to approval by the Board of Directors.



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.



Applicant must recommend participants to wear masks and maintain social distancing of 6 feet per person for the entirety of classes



Applicant will not allow participants to congregate together before or after the scheduled class

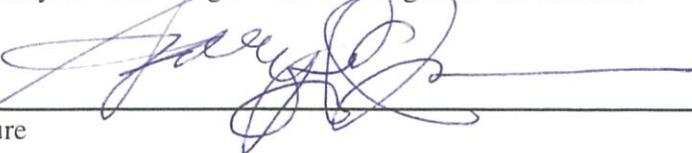


Applicant is responsible for all participants to sign the waiver

Applicant is responsible for sanitizing the building after use with CDC approved COVID-19 cleaning cleaning supplies

**Agreement, Waiver and Release**

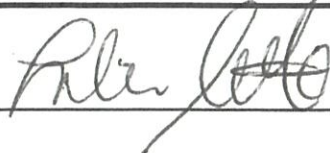
I have carefully read the agreement, waiver, and release and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the district and I sign it of my free will. I also acknowledge that I have had the opportunity to consult legal counsel in regard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

\_\_\_\_\_  
Signature 

\_\_\_\_\_  
Date: Nov. 28, 2022

Print Name: Sally June  
Address: 38591 Florence St  
Phone: (951) 415-6903  
Email: Sgoodjune@gmail.com

Title: Yoga Teacher  
City: Beaumont Zip: 92223  
Website: \_\_\_\_\_

Approved by: 

Date: 11/28/2022

OFFICE USE ONLY





## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2022 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT WOMAN’S CLUB, INC. BCVRPD and “BEAUMONT WOMAN’S CLUB, INC.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

### RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6<sup>TH</sup> STREET BEAUMONT, CA, 92223.
2. Whereas, BEAUMONT WOMAN’S CLUB, INC. desires to utilize BCVRPD facilities between January 1, 2023 and December 31, 2023 for MEETINGS AND EVENTS.
3. Whereas, BEAUMONT WOMAN’S CLUB, INC. represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

### TERMS

- I. BCVRPD shall authorize BEAUMONT WOMAN’S CLUB, INC. rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on January 14<sup>th</sup>, February 11<sup>th</sup>, March 11<sup>th</sup>, April 8<sup>th</sup>, May 13<sup>th</sup>, September 9<sup>th</sup>, October 14<sup>th</sup>, November 11<sup>th</sup>, and December 9<sup>th</sup> from 12 PM to 5 PM for REGULAR MEETINGS AND SPECIAL EVENTS: February 4<sup>th</sup>, March 4<sup>th</sup>, April 1<sup>st</sup>, May 6<sup>th</sup>, August 5<sup>th</sup>, September 2<sup>nd</sup>, October 7<sup>th</sup>, November 4<sup>th</sup>, December 2<sup>nd</sup> BOARD MEETINGS
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to 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. BEAUMONT WOMAN’S CLUB, INC. must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office at regular rental prices.



## Beaumont-Cherry Valley Recreation and Park District

3.3.4

- iii. BEAUMONT WOMAN'S CLUB, INC. is permitted to host MEETINGS AND EVENTS.
  - iv. In the case there are room capacity restrictions, BEAUMONT WOMAN'S CLUB, INC. shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- III. This agreement includes access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER 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.
- IV. BCVRPD will give notice to BEAUMONT WOMAN'S CLUB, INC. if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER 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 WOMAN'S CLUB, INC. shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. BEAUMONT WOMAN'S CLUB, INC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC right to use of the facility under this agreement should BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. chooses to store in or around the facility.
- i. BEAUMONT WOMAN'S CLUB, INC. must get prior approval for any stored items on the district property.



## Beaumont-Cherry Valley Recreation and Park District

3.3.4

- ii. BEAUMONT WOMAN'S CLUB, INC. will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items.
  - iii. BEAUMONT WOMAN'S CLUB, INC. will provide a set of keys or combinations to the District to anything stored on the district property.
  - iv. BEAUMONT WOMAN'S CLUB, INC., Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degree for air conditioning. IF the Thermostat is set outside of these settings by BEAUMONT WOMAN'S CLUB INC. Board Members, Members, Staff, or Volunteers; BEAUMONT WOMAN'S CLUB INC. will have to pay for damages for the air conditioner/heater.
- VII. BEAUMONT WOMAN'S CLUB, INC., 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.
- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
  - i. The following fees are good through the dates of this agreement
  - ii. (BCVRPD has waived the fees per the agreement between Beaumont Woman's Club, Inc. and BCVRPD dated November 1996.)
  - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (tatielaine23@yahoo.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.
- IX. BEAUMONT WOMAN'S CLUB, INC. 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 halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
  - ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.



## Beaumont-Cherry Valley Recreation and Park District

3.3.4

- iii. BEAUMONT WOMAN'S CLUB, INC. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
  - iv. BEAUMONT WOMAN'S CLUB, INC. shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THE BEAUMONT WOMAN'S CLUB.
  - v. BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMAN'S CLUB with CDC approved COVID-19 viral cleaning products.
- X. BEAUMONT WOMAN'S CLUB, INC. 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. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMAN'S CLUB, INC. during and after all facility use.
  - ii. BEAUMONT WOMAN'S CLUB, INC. will remove all trash to the outside trash containers after each use.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMAN'S CLUB, INC. and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT WOMAN'S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign BEAUMONT WOMAN'S CLUB, INC. to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMAN'S CLUB, INC. shall not duplicate any keys. If a key is lost or stolen BEAUMONT WOMAN'S CLUB, INC. shall immediately report the loss to BCVRPD. BEAUMONT WOMAN'S CLUB, INC. will be charged the cost for the re-keying of the building and for manufacture of new keys.



## Beaumont-Cherry Valley Recreation and Park District

3.3.4

- XVI. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations.
- XVII. BEAUMONT WOMAN'S CLUB, INC. shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any BEAUMONT WOMAN'S CLUB, INC. volunteers or Board members entering the building for business.
- XIX. BEAUMONT WOMAN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code.
- XX. BEAUMONT WOMAN'S CLUB, INC. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. BEAUMONT WOMAN'S CLUB, INC. will be responsible for any damage to the facility caused by BEAUMONT WOMAN'S CLUB, INC. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BEAUMONT WOMAN'S CLUB, INC.
- XXII. 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.
- XXIII. BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. 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.
- XXIV. 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, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. BEAUMONT WOMAN'S



## Beaumont-Cherry Valley Recreation and Park District

3.3.4

CLUB, INC. waives any right of recovery against BCVRPD and BEAUMONT WOMAN'S CLUB, INC. shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.

XXV. BEAUMONT WOMAN'S CLUB, INC. shall maintain its own liability insurance, naming BCVRPD as additional insured.

i. **Minimum Requirements:** BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC., its agents, representatives, employees, or subcontractors. BEAUMONT WOMAN'S CLUB, INC. 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:** BEAUMONT WOMAN'S CLUB INC. 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;



## Beaumont-Cherry Valley Recreation and Park District

3.3.4

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 BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC.; 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 WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. or for which BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC.
- 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 WOMAN'S CLUB, INC. 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





## Beaumont-Cherry Valley Recreation and Park District

3.3.4

2. BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT WOMAN'S CLUB, INC. in connection with this agreement.
- XXVI. BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. 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.
- XXVII. BEAUMONT WOMAN'S CLUB, INC. shall defend, with counsel of its choosing and at BEAUMONT WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. 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 WOMAN'S CLUB, INC. 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



## Beaumont-Cherry Valley Recreation and Park District

3.3.4

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.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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 WOMAN'S CLUB, INC.  
235 E shady Grove DR  
Riverside Ca 92507

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

XXXII. This agreement is to be affective on January 1, 2022 and end on December 31, 2022. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXXIII. 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.

XXXIV. The recitals above are true and correct and are incorporated herein by this reference.

XXXV. 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

---

Eliana Conner Treasure (Beaumont  
Woman's Club)



# Beaumont-Cherry Valley Recreation and Park District

3.3.4

Date \_\_\_\_\_

Date \_\_\_\_\_





## Beaumont-Cherry Valley Recreation and Park District

3.3.5

### FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2023 till December 31, 2023 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and PRIMOZ CUISINE. BCVRPD and PRIMOZ CUISINE may be referred to herein generically as the “Party” or collectively as the “Parties”.

#### RECITALS

1. Whereas, BCVRPD owns and operates the CHERRY VALLEY GRANGE COMMUNITY CENTER located at 10478 BEAUMONT AVE, CHERRY VALLEY, CA 92223.
2. Whereas, PRIMOZ CUISINE desires to utilize BCVRPD facilities between January 1, 2023 and December 31, 2023 for FOOD PREPARATION.
3. Whereas, PRIMOZ CUISINE represents that it has the skill, ability and personnel to render such SERVICES.

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

#### TERMS

- I. BCVRPD shall authorize PRIMOZ CUISINE rental of the CHERRY VALLEY GRANGE COMMUNITY CENTER, TYPICALLY ONCE A MONTH, OTHER DATES TO BE DETERMINED for FOOD PREPARATION.
- II. Building availability and ALL FOOD PREPARATION are subject to California Governor’s Orders AND THE CALIFORNIA STATE COLORED TIER SYSTEM.
  - i. BUILDING AVAILABILITY AND FOOD PREPARATION FOR 2022 ARE NOT GUARANTEED.
  - ii. PRIMOZ CUISINE must get approval for any other usage of CHERRY VALLEY GRANGE COMMUNITY CENTER 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 PRIMOZ CUISINE if there is any other event scheduled in the building on FOOD Preparation Days.

3.5



## Beaumont-Cherry Valley Recreation and Park District

3.3.5

- iv. PRIMOZ CUISINE is permitted to host FOOD PREPARATION at THE GRANGE. In the case there are ROOM CAPACITY restrictions, PRIMOZ CUISINE shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- III. This agreement includes access to CHERRY VALLEY GRANGE COMMUNITY CENTER and surrounding parking. Specialty equipment needed to operate the CHERRY VALLEY GRANGE COMMUNITY CENTER 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.
- IV. BCVRPD will give notice to PRIMOZ CUISINE if there is another event taking place at the CHERRY VALLEY GRANGE COMMUNITY CENTER that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE Federal, state, and local LAWS and REGULATIONS, as amended from time to time.
- i. PRIMOZ CUISINE shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. PRIMOZ CUISINE agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. PRIMOZ CUISINE 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 PRIMOZ CUISINE right to use of the facility under this agreement should PRIMOZ CUISINE 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 PRIMOZ CUISINE chooses to store in or around the facility.
- i. PRIMOZ CUISINE must get prior approval for any stored items on the district property.
  - ii. PRIMOZ CUISINE will provide an inventory list of all items stored in CHERRY VALLEY GRANGE COMMUNITY CENTER and the square footage needed to store the items.
  - iii. PRIMOZ CUISINE will provide a set of keys or combinations to the District

3.5



## Beaumont-Cherry Valley Recreation and Park District

3.3.5

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

VIII. PRIMOZ CUISINE, 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. PRIMOZ CUISINE 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. Cleanliness of the halls and bathrooms shall be the responsibility of PRIMOZ CUISINE during and after all facility use.
  - ii. PRIMOZ CUISINE will remove all trash to the outside trash containers after each use.
  - iii. PRIMOZ CUISINE shall not permit gatherings beyond that of FOOD PREPARATION before or after building use.
  - iv. PRIMOZ CUISINE shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at GRANGE.
  - v. PRIMOZ CUISINE members, volunteers, and/or patrons will be recommended to wear masks while participating in FOOD PREPARATION.



## Beaumont-Cherry Valley Recreation and Park District

3.3.5

- vi. PRIMOZ CUISINE agrees to all federal, state, and local laws and regulations and shall clean restroom facilities following each use of the GRANGE with CDC approved 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 PRIMOZ CUISINE and must meet all City/County/State legal standards.
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time PRIMOZ CUISINE 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.
- XIII. BCVRPD reserves the right to reassign PRIMOZ CUISINE to another facility if the CHERRY VALLEY GRANGE COMMUNITY CENTER 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. PRIMOZ CUISINE shall not duplicate any keys. If a key is lost or stolen PRIMOZ CUISINE shall immediately report the loss to BCVRPD. PRIMOZ CUISINE will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XV. PRIMOZ CUISINE will provide the District a list of anyone that has been issued keys and for what locations.
- XVI. PRIMOZ CUISINE shall not make any changes to lock(s) on District property.
- XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. PRIMOZ CUISINE will be responsible for any charges incurred by a false alarm to the CHERRY VALLEY GRANGE COMMUNITY CENTER from any PRIMOZ CUISINE volunteers or Board members entering the building for business.
- XVIII. PRIMOZ CUISINE will provide the District a list of anyone that has been issued the assigned alarm code.
- XIX. PRIMOZ CUISINE shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.

3.5





## Beaumont-Cherry Valley Recreation and Park District

3.3.5

- XX. PRIMOZ CUISINE will be responsible for any damage to the facility caused by PRIMOZ CUISINE members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to PRIMOZ CUISINE.
- XXI. 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.
- XXII. PRIMOZ CUISINE 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. PRIMOZ CUISINE 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.
- XXIII. 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, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. PRIMOZ CUISINE waives any right of recovery against BCVRPD and PRIMOZ CUISINE shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.
- XXIV. PRIMOZ CUISINE shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. Minimum Requirements: PRIMOZ CUISINE 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 PRIMOZ CUISINE, its agents, representatives, employees, or subcontractors. PRIMOZ CUISINE 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:



## Beaumont-Cherry Valley Recreation and Park District

3.3.5

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**: PRIMOZ CUISINE 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 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 PRIMOZ CUISINE 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 PRIMOZ CUISINE; and,

3.5



## Beaumont-Cherry Valley Recreation and Park District

3.3.5

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 PRIMOSZ CUISINE 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 PRIMOSZ CUISINE 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 PRIMOSZ CUISINE or for which PRIMOSZ CUISINE 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 PRIMOSZ CUISINE scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the PRIMOSZ CUISINE 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 PRIMOSZ CUISINE.
- 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,



## Beaumont-Cherry Valley Recreation and Park District

3.3.5

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. PRIMOS CUISINE 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. PRIMOS CUISINE 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:** PRIMOS CUISINE 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:** PRIMOS CUISINE shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by PRIMOS CUISINE in connection with this agreement.



## Beaumont-Cherry Valley Recreation and Park District

3.3.5

XXV. PRIMOZ CUISINE 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 PRIMOZ CUISINE 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.

XXVI. PRIMOZ CUISINE shall defend, with counsel of its choosing and at PRIMOZ CUISINE 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. PRIMOZ CUISINE 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. PRIMOZ CUISINE 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.

XXVII. 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.

3.5



## Beaumont-Cherry Valley Recreation and Park District

3.3.5

- XXVIII. 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.
- XXIX. 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.
- XXX. 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. PRIMOZ CUISINE  
440 N 6<sup>th</sup> STREET  
Banning, CA, 92220
- Notices shall be deemed effective when received by the other Party.
- XXXI. 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.
- XXXII. 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.
- XXXIII. The recitals above are true and correct and are incorporated herein by this reference.
- XXXIV. 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

Roman Ortega, Owner, PRIMOZ CUISINE



# Beaumont-Cherry Valley Recreation and Park District

3.3.5

Date \_\_\_\_\_

Date \_\_\_\_\_



# Beaumont-Cherry Valley Recreation and Park District

3.3.6

## Facility Use Agreement

Contract Instructors

Facility: The Grange C.C

Room: Activity Room

Period of use: January - December, 2023

		Open Time	Close Time
One time use: _____	Date: <u>January 3, 2023</u>	<u>3pm</u>	<u>7pm</u>
	<u>December 24, 2023</u>		

Weekly: X

Monday	_____	_____	_____
Tuesday	<u>X</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)

Name of Class: Guitar Instruction

Type of Instruction: Study Book and live demonstration

Expected Attendance: \_\_\_\_\_ Open to Public Yes X 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.

- JW Applicant is responsible for leaving facilities in the same condition as received.
- JW 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.
- JW All fund raisers are subject to approval by the Board of Directors.
- JW 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.
- JW Applicant must recommend participants to wear masks and maintain social distancing of 6 feet per person for the entirety of classes
- Applicant will not allow participates to congregate together before or after the scheduled class
- JW Applicant is responsible for all participants to sign the waiver
- JW 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.

John R Wiley  
Signature

~~11~~ 11/28/2022  
Date:

Print Name: John R Wiley

Title: Instructor


Address: 1627 Landmark Way

City: Beaumont Zip: 92223

Phone: (951)-378-4895

Website: \_\_\_\_\_

Email: jr2/wiley@yahoo.com

Approved by: 

Date: 11/28/2022

OFFICE USE ONLY



# Beaumont-Cherry Valley Recreation and Park District

3.3.7

## Facility Use Agreement

Contract Instructors

Facility: Tennis Courts/Hocky Room: \_\_\_\_\_

Period of use: Every Mondays and Tuesday January 9, 2023 - December 31, 2023

		Open Time	Close Time
One time use: _____	Date: <u>1/1/2023</u>	<u>6:00pm</u>	<u>8:30pm</u>
Weekly: <u>x</u>	Monday <u>x</u>	<u>6:00pm</u>	<u>7:00pm</u>
	Tuesday _____	_____	_____
	Wednesday _____	_____	_____
	Thursday _____	_____	_____
	Friday _____	_____	_____
	Saturday _____	_____	_____
	Sunday _____	_____	_____
Monthly: _____		_____	_____

Do you have a key to the requested Building Yes code No \_\_\_\_\_

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

Name of Class: Dog Training Group Class

Type of Instruction: Dog Training

Expected Attendance: 8 Open to Public Yes x 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.

- \_\_\_\_\_ Applicant is responsible for leaving facilities in the same condition as received.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ All fund raisers are subject to approval by the Board of Directors.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ Applicant must recommend participants to wear masks and maintain social distacing of 6 feet per person for the entirety of classes
- \_\_\_\_\_ Applicant will not allow participates to congregate together before or after the scheduled class
- \_\_\_\_\_ Applicant is responsible for all participants to sign the waiver
- \_\_\_\_\_ 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

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

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

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

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Approved by: \_\_\_\_\_

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

**OFFICE USE ONLY**



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

### 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 San Geronio Pass Historical Society may be referred to herein generically as the “Party” or collectively as the “Parties”.

#### RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER located at 306 E. 6<sup>TH</sup> STREET BEAUMONT, CA, 92223.
2. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY desires to utilize BCVRPD facilities between January 1, 2023 and December 31, 2023 for MEETINGS AND EVENTS.
3. Whereas, SAN GORGONIO PASS HISTORICAL SOCIETY represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

#### TERMS

- I. BCVRPD shall authorize SAN GORGONIO PASS HISTORICAL SOCIETY rental of the BEAUMONT WOMAN’S CLUB COMMUNITY CENTER, on the SECOND THURSDAY OF EACH MONTH FOR REGULAR MEETINGS FROM 5:30 PM 7:00 PM JANUARY – DECEMBER (in Historical Society Museum), THE THIRD THURSDAY FOR BOARD MEETINGS 6:00 PM Till the end of year. And on these dates January 21<sup>st</sup>, February 18<sup>th</sup>, March 18<sup>th</sup>, April 15<sup>th</sup>, May 20<sup>th</sup>, June 17<sup>th</sup>, July 15<sup>th</sup>, August 19<sup>th</sup>, September 16<sup>th</sup>, October 21<sup>st</sup>, November 18<sup>th</sup>, December 16<sup>th</sup> 2023 from 9:30 AM till 3:00 PM ( the museum is open to the public)
- II. Building availability and ALL CLUB 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. SAN GORGONIO PASS HISTORICAL SOCIETY must get approval for any other usage of BEAUMONT WOMAN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

- office at regular rental prices.
- iii. SAN GORGONIO PASS HISTORICAL SOCIETY is permitted to host MEETINGS AND EVENTS.
  - iv. In the case there are room Capacity restrictions, SAN GORGONIO PASS HISTORICAL SOCIETY shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- III. This agreement includes access to BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER 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.
- IV. BCVRPD will give notice to SAN GORGONIO PASS HISTORICAL SOCIETY if there is another event taking place at the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER 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. SAN GORGONIO PASS HISTORICAL SOCIETY shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. SAN GORGONIO PASS HISTORICAL SOCIETY. 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 SAN GORGONIO PASS HISTORICAL SOCIETY right to use of the facility under this agreement should SAN GORGONIO PASS HISTORICAL SOCIETY 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 SAN GORGONIO PASS HISTORICAL SOCIETY chooses to store in or items that SAN GORGONIO PASS HISTORICAL SOCIETY chooses to store in or around the facility.
- i. SAN GORGONIO PASS HISTORICAL SOCIETY must get prior approval



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

for any stored items on the district property.

- ii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide an inventory list of all items stored in BEAUMONT WOMAN'S CLUB COMMUNITY CENTER and the square footage needed to store the items.
- iii. SAN GORGONIO PASS HISTORICAL SOCIETY will provide a set of keys or combinations to the District to anything stored on the district property.
- iv. SAN GORGONIO PASS HISTORICAL SOCIETY Board Members, volunteers, or staff shall not adjust the Thermostat to below (72) degree for air conditioning. IF the Thermostat is set outside of these settings by SAN GORGONIO PASS HISTORICAL SOCIETY Board Members, Members, Staff, or Volunteers SAN GORGONIO PASS HISTORICAL SOCIETY will have to pay for damages for the air conditioner/heater.

### 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. (BCVRPD has waived the fees for the SAN GORGONIO PASS HISTORICAL SOCIETY \$63.53)
- iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails [laurie.mclaughlin@gmail.com](mailto:laurie.mclaughlin@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. SAN GORGONIO PASS HISTORICAL SOCIETY 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. SAN GORGONIO PASS HISTORICAL SOCIETY 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 halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.





## Beaumont-Cherry Valley Recreation and Park District

3.3.8

- ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.
  - iii. SAN GORGONIO PASS HISTORICAL SOCIETY shall not permit gatherings beyond that of meetings and events before or after building use.
  - iv. SAN GORGONIO PASS HISTORICAL SOCIETY shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at THE BEAUMONT WOMAN'S CLUB.
  - v. SAN GORGONIO PASS HISTORICAL SOCIETY 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. SAN GORGONIO PASS HISTORICAL SOCIETY agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEUAMONT WOMAN'S Club with CDC approved COVID-19 viral cleaning products.
- X. SAN GORGONIO PASS HISTORICAL SOCIETY 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. Cleanliness of the halls and bathrooms shall be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY during and after all facility use.
  - ii. SAN GORGONIO PASS HISTORICAL SOCIETY will remove all trash to the outside trash containers after each use.
  - iii. The Thermostat shall not be set to below 72 degrees for air conditioning. IF the Thermostat is set outside of these settings by SGP HISTORICAL SOCIETY. Board Members, Members, Staff, or Volunteers; SGP HISTORICAL SOCIETY will have to pay for damages for the air conditioner.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of SAN GORGONIO PASS HISTORICAL SOCIETY and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time SAN GORGONIO PASS HISTORICAL SOCIETY could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

- XIV. BCVRPD reserves the right to reassign SAN GORGONIO PASS HISTORICAL SOCIETY to another facility if the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. SAN GORGONIO PASS HISTORICAL SOCIETY shall not duplicate any keys. If a key is lost or stolen SAN GORGONIO PASS HISTORICAL SOCIETY shall immediately report the loss to BCVRPD. SAN GORGONIO PASS HISTORICAL SOCIETY will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XVI. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued keys and for what locations.
- XVII. SAN GORGONIO PASS HISTORICAL SOCIETY shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
  - i. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMAN'S CLUB COMMUNITY CENTER from any SAN GORGONIO PASS HISTORICAL SOCIETY volunteers or Board members entering the building for business.
- XIX. SAN GORGONIO PASS HISTORICAL SOCIETY will provide the District a list of anyone that has been issued the assigned alarm code.
- XX. SAN GORGONIO PASS HISTORICAL SOCIETY shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. SAN GORGONIO PASS HISTORICAL SOCIETY will be responsible for any damage to the facility caused by SAN GORGONIO PASS HISTORICAL SOCIETY members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to SAN GORGONIO PASS HISTORICAL SOCIETY.
- XXII. 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.
- XXIII. SAN GORGONIO PASS HISTORICAL SOCIETY 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.



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

- i. SAN GORGONIO PASS HISTORICAL SOCIETY 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.

### XXIV. 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, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. SAN GORGONIO PASS HISTORICAL SOCIETY waives any right of recovery against BCVRPD and SAN GORGONIO PASS HISTORICAL SOCIETY shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.

### XXV. SAN GORGONIO PASS HISTORICAL SOCIETY shall maintain its own liability insurance, naming BCVRPD as additional insured.

- i. Minimum Requirements: SAN GORGONIO PASS HISTORICAL SOCIETY 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 SAN GORGONIO PASS HISTORICAL SOCIETY, its agents, representatives, employees, or subcontractors. SAN GORGONIO PASS HISTORICAL SOCIETY 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:** NAME OF USER shall maintain



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

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 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 SAN GORGONIO PASS HISTORICAL SOCIETY 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 SAN GORGONIO PASS HISTORICAL SOCIETY; 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 SAN GORGONIO PASS HISTORICAL SOCIETY 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 SAN GORGONIO PASS HISTORICAL SOCIETY insurance and shall not be called upon to contribute with it in anyway.



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

- 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 SAN GORGONIO PASS HISTORICAL SOCIETY or for which SAN GORGONIO PASS HISTORICAL SOCIETY 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 SAN GORGONIO PASS HISTORICAL SOCIETY scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the SAN GORGONIO PASS HISTORICAL SOCIETY 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 SAN GORGONIO PASS HISTORICAL SOCIETY.
- 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



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

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. SAN GORGONIO PASS HISTORICAL SOCIETY 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. SAN GORGONIO PASS HISTORICAL SOCIETY 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:** SAN GORGONIO PASS HISTORICAL SOCIETY 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:** SAN GORGONIO PASS HISTORICAL SOCIETY shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by SAN GORGONIO PASS HISTORICAL SOCIETY in connection with this agreement.

XXVI. SAN GORGONIO PASS HISTORICAL SOCIETY 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



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

way related to the SAN GORGONIO PASS HISTORICAL SOCIETY 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.

- XXVII. SAN GORGONIO PASS HISTORICAL SOCIETY shall defend, with counsel of its choosing and at SAN GORGONIO PASS HISTORICAL SOCIETY 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. SAN GORGONIO PASS HISTORICAL SOCIETY 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. SAN GORGONIO PASS HISTORICAL SOCIETY 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.
- XXVIII. 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.
- XXIX. 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.
- XXX. 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.
- XXXI. 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. SAN GORGONIO PASS HISTORICAL SOCIETY  
PO BOX 331  
Beaumont CA 92223
- Notices shall be deemed effective when received by the other Party.
- XXXII. This agreement is to be affective on January 1, 2023 and end on December 31, 2023.



## Beaumont-Cherry Valley Recreation and Park District

3.3.8

It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

XXXIII. 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.

XXXIV. The recitals above are true and correct and are incorporated here by this reference.

XXXV. 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

\_\_\_\_\_  
John McLaughlin (San Gorgonio Pass  
Historical Society)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# Beaumont-Cherry Valley Recreation and Park District

3.3.9

## Facility Use Agreement

Contract Instructors

Facility: Noble Creek Community Center

Room: Copper Room

Period of use: Every Mondays January 9, 2023 - December 31, 2023

		Open Time	Close Time
One time use: _____	Date: _____	_____	_____
Weekly: <u>x</u>	Monday <u>x</u>	<u>12:30pm</u>	<u>1:45pm</u>
	Tuesday _____	_____	_____
	Wednesday _____	_____	_____
	Thursday _____	_____	_____
	Friday _____	_____	_____
	Saturday _____	_____	_____
	Sunday _____	_____	_____
Monthly: _____		_____	_____

Do you have a key to the requested Building Yes x No \_\_\_\_\_

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

This is subjected to change but holidays that fall on Mondays, or as notified

Name of Class: Heart and Soul Line Dance

Type of Instruction: Line Dancing

Expected Attendance: 12-May Open to Public Yes x 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.

- \_\_\_\_\_ Applicant is responsible for leaving facilities in the same condition as received.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ All fund raisers are subject to approval by the Board of Directors.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ Applicant must recommend participants to wear masks and maintain social distancing of 6 feet per person for the entirety of classes
- \_\_\_\_\_ Applicant will not allow participates to congregate together before or after the scheduled class
- \_\_\_\_\_ Applicant is responsible for all participants to sign the waiver
- \_\_\_\_\_ 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

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

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

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

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Approved by: \_\_\_\_\_

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

**OFFICE USE ONLY**



# Beaumont-Cherry Valley Recreation and Park District

3.3.10

## Facility Use Agreement

Contract Instructors

Facility: The Grange

Room: The Oak Room

Period of use: Every Mondays January 9, 2023 - December 31, 2023

		Open Time	Close Time
One time use: _____	Date: <u>1/1/2023</u>	<u>6:00pm</u>	<u>8:30pm</u>
Weekly: <u>x</u>	Monday <u>x</u>	<u>6:00pm</u>	<u>8:30pm</u>
	Tuesday _____	_____	_____
	Wednesday _____	_____	_____
	Thursday _____	_____	_____
	Friday _____	_____	_____
	Saturday _____	_____	_____
	Sunday _____	_____	_____
Monthly: _____		_____	_____

Do you have a key to the requested Building Yes x No \_\_\_\_\_

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

Name of Class: MatsunokI Martial Arts

Type of Instruction: Martial Arts

Expected Attendance: 15-Oct Open to Public Yes x 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.

- \_\_\_\_\_ Applicant is responsible for leaving facilities in the same condition as received.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ All fund raisers are subject to approval by the Board of Directors.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ Applicant must recommend participants to wear masks and maintain social distancing of 6 feet per person for the entirety of classes
- \_\_\_\_\_ Applicant will not allow participates to congregate together before or after the scheduled class
- \_\_\_\_\_ Applicant is responsible for all participants to sign the waiver
- \_\_\_\_\_ 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

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

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

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

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Approved by: \_\_\_\_\_

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

**OFFICE USE ONLY**



## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2022 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT YOUTH BASEBALL/SOFTBALL (“BYB/SB”). BCVRPD and “BYB/SB” may be referred to herein generically as the “Party” or collectively as the “Parties”.

1. Whereas, BCVRPD owns and operates the NOBLE CREEK REGIONAL PARK located at 650 W. OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, BYB/SB desires to utilize BCVRPD facilities between January 1, 2022 and December 31, 2022 for BASEBALL/SOFTBALL LEAGUES AND SNACK BAR.
3. Whereas, BYB/SB represents that it has the skill, ability and personnel to operate such LEAGUES AND SNACK BAR.

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

### TERMS

- I. BCVRPD shall authorize BYB/SB rental of NOBLE CREEK REGIONAL PARK, for SPRING SEASON PRACTICES and GAMES to begin January 1, 2023 through JULY 31, 2023 FIELDS 1-7 AND MEADOW MONDAY through SATURDAY, EAST END OF MEADOW TO BE RESERVED FOR T-BALL ONLY DUE TO FITNESS COURT USER SAFETY. PRACTICES AND GAMES TO RUN MONDAY THROUGH SATURDAY FIELDS 1-7 for REGULAR SEASON. BCVRPD shall authorize BYB/SB rental of Regular Rates of NOBLE CREEK REGIONAL PARK SPRING SEASON PRACTICES AND GAMES
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time..
  - i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2022 ARE NOT GUARANTEED.
  - ii. BYB/SB must get approval for any other usage of NOBLE CREEK REGIONAL PARK BALL FIELDS or any other property of the District for any other reason through the District office at regular rental prices.
  - iii. BYB/SB is permitted to host MEETINGS AND EVENTS.



# Beaumont-Cherry Valley Recreation and Park District

3.3.11

- iv. In the case there are ROOM CAPACITY restrictions, BYB/SB shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
  - v. BYB/SB must get 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.
  - vi. BYB/SB shall lease the east and west snack bars all year. BYB/SB will reimburse BCVRPD for any and all utilities each month, including a yearly one-time fee for sewer cleaning.
  - vii. BYB/SB is provided Noble Creek Community Center Copper Room for (5) meetings in 2022: (1) manager meeting on January 29<sup>th</sup> at the Grange Hall (2) team parent meetings February 1<sup>st</sup> and February 2<sup>nd</sup>, and (2) Scorekeeper clinics February 6<sup>th</sup> and February 22<sup>nd</sup> at the Cooper Room.
- III. This agreement includes full access to NOBLE CREEK REGIONAL PARK and surrounding parking. Specialty equipment needed to operate the NOBLE CREEK REGIONAL PARK BALL FIELDS 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.
    - i. BYB/SB will ensure that NO metal cleats will be used or permitted on portable mounds.
    - ii. BYB/SB agrees to maintain and repair the interior of the snack bars and equipment keeping both in good repair during the term of this agreement.
      - i. BYB/SB will pay for the snack bar exhaust hood to be cleaned once per year due to grease.
- IV. BCVRPD will give notice to BYB/SB 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. BYB/SB shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. BYB/SB agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. BYB/SB further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or





## Beaumont-Cherry Valley Recreation and Park District

3.3.11

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 BYB/SB right to use of the facility under this agreement should BYB/SB 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 BYB/SB chooses to store in or around the facility.

- i. BYB/SB must get prior approval for any stored items on the district property.
- ii. BYB/SB will provide an inventory list of all items stored in NOBLE CREEK REGIONAL PARK and the square footage needed to store the items.
- iii. BYB/SB will provide a set of keys or combinations to the District to anything stored on the district property.

VII. BYB/SB 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.

VIII. Fees, payable to BCVRPD for the above, shall be as follows:

- i. The following fees are good through the dates of this agreement
- ii. \$10.00 for each registered player for spring and fall baseball/softball leagues, and will provide a copy of each sign-up form.
- iii. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL \$600.00 for the snack bar for the month of July 1, 2023 – December 31, 2023
- iv. SNACK BAR USAGE TO ONLY BE ALLOWED BY GENERAL MANAGER APPROVAL Pay for the snack bars propane, electrical, and alarm service from January 1, 2023 – December 31, 2023.
- v. \$300.00 per year for Sewer cleaning.
- vi. Payable within (10) days after Finance Services Technician invoices for the month and emails to swagarch22@yahoo.com and mudbuster@aol.com.
- vii. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.



## Beaumont-Cherry Valley Recreation and Park District

3.3.11

- viii. There will be a \$35.00 fee payable in cash to all returned checks. This fee is required in order to restore contract.
- IX. BYB/SB shall during scheduled use perform set-up and take-down of all equipment used, and be responsible for the general cleanliness of the park after use.
- i. Cleanliness of the fields and bathrooms shall be the responsibility of BYB/SB during and after all facility use.
  - ii. BYB/SB will remove all trash to the outside trash containers after each use.
  - iii. BYB/SB shall not permit gatherings beyond that of MEETINGS, PRACTICES, AND GAMES before or after building/FACILITY use.
  - iv. BYB/SB shall abide by healthy distancing at a minimum distance of (6) feet apart for all users for the entirety of use at NOBLE CREEK REGIONAL PARK BALL FIELDS.
  - v. BYB/SB members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated, while participating in MEETINGS, PRACTICES, AND GAMES.
  - vi. BYB/SB agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the NOBLE CREEK REGIONAL PARK BALL FIELDS with CDC approve COVID-19 viral cleaning products.
  - vii. BYB/SB is responsible for opening and closing all facilities at the beginning of each day. FIELDS, BINS, SNACKBAR AND RESTROOMS
  - viii. BYB/SB is deficient in the cleanliness in the park, the District will contact and Steve Wagner to notify BYB/SB. And if not cleaned the District will clean and bill BYB/SB
- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BYB/SB and must meet all City/County/State legal standards.
- XI. BCVRPD is routinely doing upgrades to our facilities. During this time BYB/SB 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.
- XIII. BCVRPD reserves the right to reassign BYB/SB to another facility if the NOBLE CREEK REGIONAL PARK should become unavailable due to an emergency.



## Beaumont-Cherry Valley Recreation and Park District

3.3.11

- XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BYB/SB shall not duplicate any keys. If a key is lost or stolen BYB/SB shall immediately report the loss to BCVRPD. BYB/SB will be charged the cost for re-keying of the building and for manufacture of new keys.
- XV. BYB/SB will provide the District a list of anyone that has been issued keys and for what location.
- XVI. Access to any District storage and Maintenance yard is prohibited to any BYB/SB volunteers.
- XVII. BYB/SB shall not make any changes to lock(s) on District property. District issued codes may not be given out to any person that is not authorize. In doing so will be subjected to a fine in consideration to changing the lock(s) or code(s)
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. BYB/SB will be responsible for any charges incurred by a false alarm to the NOBLE CREEK REGIONAL PARK from any BYB/SB volunteers or Board members entering the building for business.
- XIX. BYB/SB will provide the District a list of anyone that has been issued the assigned alarm code.
- XX. BYB/SB shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. BYB/SB will be responsible for any damage to the facility caused by BYB/SB members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BYB/SB.
- XXII. 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.
- XXIII. BYB/SB 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. BYB/SB 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.



## Beaumont-Cherry Valley Recreation and Park District

3.3.11

- XXIV. BYB/SB agrees to charge parking fees for All-Star Boys Warm up Tournament JUNE 1st, 2022 – JUNE 5th, 2022, Softball All-Stars “C” District June 17<sup>th</sup>, 2022 – 19<sup>th</sup> 2022.
- i. BYB/SB Board of Directors will decide the amount to distribute to BCVRPD for fair share costs, the money received will go to the Improvement Corporation fund balance.
- XXV. 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, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. BYB/SB waives any right of recovery against BCVRPD and BYB/SB shall not charge results of “acts of God” to BCVRPD, its officers, employees, or agents.
- XXVI. In the performance of this agreement, BYB/SB shall comply with all applicable provisions of the California Fair Employment Practices Act, California Government Code Section 12940-48, and all applicable state and federal laws, including but not limited to all regulations set forth by Riverside County and the Department of Health.
- XXVII. Any outside vendors utilized for BYB/SB events shall follow all necessary city legal requirements. Any damage to BCVRPD property by their vendors is responsibility of BYB/SB to repair and/or clean.
- XXVIII. Any volunteers operating a motorized vehicle must have a valid CA driver’s license and insurance. BCV Parks and Recreation is not responsible for any damage.
- XXIX. BYB/SB shall not assign or attempt to assign any portion of this agreement.
- XXX. BYB/SB agrees to turn all field lights off by 10:00pm each night in use unless prior approval from the General Manager of BCVRPD.
- XXXI. BYB/SB will have the opportunity to place advertisement banners on the inside ball field fences from January 31, 2022 – June 30, 2022. 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 BYB/SB. 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.
- XXXII. Noble Creek Regional 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



# Beaumont-Cherry Valley Recreation and Park District

3.3.11

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.

XXXIII. BYB/SB shall maintain its own liability insurance, naming BCVRPD as additional insured.

i. **Minimum Requirements:** BYB/SB 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 BYB/SB, its agents, representatives, employees, or subcontractors. BYB/SB 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:** BYB/SB 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



# Beaumont-Cherry Valley Recreation and Park District

3.3.11

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 BYB/SB 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 BYB/SB; 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 BYB/SB 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 BYB/SB 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 BYB/SB or for which BYB/SB 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 BYB/SB scheduled underlying coverage. Any insurance or self-insurance maintained by BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the BYB/SB insurance and shall not be called upon to contribute with it in anyway.



## Beaumont-Cherry Valley Recreation and Park District

3.3.11

- 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 BYB/SB.
- 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. BYB/SB 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. BYB/SB 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:** BYB/SB shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.



# Beaumont-Cherry Valley Recreation and Park District

3.3.11

- 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:** BYB/SB shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BYB/SB in connection with this agreement.

XXXIV. BYB/SB 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 BYB/SB 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.

XXXV. BYB/SB shall defend, with counsel of its choosing and at BYB/SB 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. BYB/SB 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. BYB/SB 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.





# Beaumont-Cherry Valley Recreation and Park District

3.3.11

XXXIX. 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. BYB/SB Steve Wagner  
9757 Kehl Canyon Rd.  
Cherry Valley, CA 92223

Notices shall be deemed effective when received by the other Party

- XL. This agreement is to be affective on January 1, 2022 and end on December 31, 2022. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.
- XLI. 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.
- XLII. The recitals above are true and correct and are incorporated herein by this reference.
- XLIII. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signature.

\_\_\_\_\_  
Duane Burk, General Manager (BCVRPD)

\_\_\_\_\_  
Steve Wagner, President(BYB/SB)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Staff Report**

Agenda Item No. 3.4

**To: Chairman and Board of Directors**

**From: Ryann Flores, Human Resources Assistant**

**Via: General Manager, Duane Burk**

**Date: December 14, 2022**

**Subject: Approval of the Actuarial Study of Retiree Health Liabilities under GASB 74/75.**

**Background and Analysis:**

In compliance with the Governmental Accounting Standards Board (GASB), the District obtained an actuarial study of retiree health liabilities from Total Compensation Systems, Inc. (TCS). The study is required to comply with GASB 74/75 for the associated costs of our Post-Retiree Health Benefits.

This year the District obtained a "Full Valuation" consisting of updated demographic information. This coming year the District will obtain a "Roll-Forward" valuation, which means it relied on census data and benefit provisions provided by staff from the previous valuation.

The table at the bottom of Page 1 under "Key Results" reflects the following:

Total OPEB Liability - \$255,080.00. This represents the amount the District is expected to pay (owed) for future retiree medical benefits.

Fiduciary Net Position - \$516,145.00. This represents the assets held in our irrevocable trust that can only be used to provide Other Postemployment Benefits. (OPEB)

Net OPEB Liability - (\$261,065.00). This represents the amount that exceeds the projected liability. The plans assets exceed the liability.

I have attached, for reference, the Districts fund balance as of June 30, 2022. The balance is now \$446,975.05 compared to \$516,145.00 (6/30/2021). This amount will be reflected in our next valuation. This decrease of \$69,169.95 represents loses in our plan.

The typical approach once over funding occurs is to no longer make contributions to the plan and to pay retiree benefits from the plans assets. We currently pay for, and reimburse retiree medical monthly from our general fund for the Districts portion of their medical benefit. This year the District requested and received \$3,617.58 from the plan to reimburse our cost.

**Fiscal Impact:**

The cost for consulting and production of the valuation - \$3,060.00 to (TOT) Total Compensation Systems, Inc.

**Recommendations:**

Staff recommends approval of the actuarial study dated June 23, 2022.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Ryann Flores".

Ryann Flores

Human Resources Assistant/Clerk of the Board

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

**Actuarial Study of  
Retiree Health Liabilities Under GASB 74/75**

**Valuation Date: June 30, 2021  
Measurement Date: June 30, 2021  
For Fiscal Year-End: June 30, 2022**

*Prepared by:  
Total Compensation Systems, Inc.*

*Date: June 23, 2022*

**Table of Contents**

<b>PART I: EXECUTIVE SUMMARY .....</b>	<b>1</b>
A. INTRODUCTION .....	1
B. KEY RESULTS .....	1
C. SUMMARY OF GASB 75 ACCOUNTING RESULTS.....	2
1. <i>Changes in Net OPEB Liability</i> .....	2
2. <i>Deferred Inflows and Outflows</i> .....	2
3. <i>OPEB Expense</i> .....	3
4. <i>Adjustments</i> .....	3
5. <i>Trend and Interest Rate Sensitivities</i> .....	3
D. DESCRIPTION OF RETIREE BENEFITS.....	4
E. SUMMARY OF VALUATION DATA.....	4
F. CERTIFICATION .....	5
<b>PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS.....</b>	<b>7</b>
A. INTRODUCTION.....	7
B. LIABILITY FOR RETIREE BENEFITS.....	7
C. ACTUARIAL ACCRUAL.....	8
D. ACTUARIAL ASSUMPTIONS .....	8
E. TOTAL OPEB LIABILITY .....	9
F. VALUATION RESULTS .....	10
1. <i>Actuarial Present Value of Projected Benefit Payments (APVPBP)</i> .....	10
2. <i>Service Cost</i> .....	10
3. <i>Total OPEB Liability and Net OPEB Liability</i> .....	11
4. <i>"Pay As You Go" Projection of Retiree Benefit Payments</i> .....	11
G. ADDITIONAL RECONCILIATION OF GASB 75 RESULTS .....	12
H. PROCEDURES FOR FUTURE VALUATIONS.....	13
<b>PART III: ACTUARIAL ASSUMPTIONS AND METHODS.....</b>	<b>14</b>
A. ACTUARIAL METHODS AND ASSUMPTIONS: .....	14
B. ECONOMIC ASSUMPTIONS:.....	15
C. NON-ECONOMIC ASSUMPTIONS:.....	16
<b>PART IV: APPENDICES .....</b>	<b>18</b>
APPENDIX A: DEMOGRAPHIC DATA BY AGE.....	18
APPENDIX B: ADMINISTRATIVE BEST PRACTICES .....	19
APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES .....	20
APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES.....	24
APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS .....	27

**Beaumont-Cherry Valley Recreation and Park District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

This report was produced by Total Compensation Systems, Inc. for Beaumont-Cherry Valley Recreation and Park District to determine the liabilities associated with its current retiree health program as of a June 30, 2021 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2022. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2022 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2022 measurement date is provided on page 13.

**B. Key Results**

Beaumont-Cherry Valley Recreation and Park District uses an Actuarial Measurement Date that is 12 months prior to its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2021 will be used on a look back basis for the June 30, 2022 Fiscal Year-End.

<b>Key Results</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2021 Measurement Date for June 30, 2022 Fiscal Year-End</i>	<i>June 30, 2020 Measurement Date for June 30, 2021 Fiscal Year-End</i>
Total OPEB Liability (TOL)	\$255,080	\$307,263
Fiduciary Net Position (FNP)	\$516,145	\$407,805
Net OPEB Liability (NOL)	(\$261,065)	(\$100,542)
Service Cost <i>(for year following)</i>	\$16,680	\$6,488
Estimated Pay-as-you-go Amount <i>(for year following)</i>	\$3,536	\$5,678
GASB 75 OPEB Expense <i>(for year ending)</i>	(\$26,508)	(\$7,362)

Refer to results section beginning on page 10 or the glossary on page 27 for descriptions of the above items.

<b>Key Assumptions</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2021 Measurement Date for June 30, 2022 Fiscal Year-End</i>	<i>June 30, 2020 Measurement Date for June 30, 2021 Fiscal Year-End</i>
Valuation Interest Rate	6.75%	7.00%
Expected Rate of Return on Assets	6.75%	7.00%
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

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### C. Summary of GASB 75 Accounting Results

#### 1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2020 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2021 NOL. A more detailed version of this table can be found on page 12.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2020 Measurement Date</b>	<b>\$307,263</b>	<b>\$407,805</b>	<b>(\$100,542)</b>
Service Cost	\$6,488	\$0	\$6,488
Interest on TOL / Return on FNP	\$21,537	\$112,112	(\$90,575)
Employer Contributions	\$0	\$0	\$0
Benefit Payments	(\$3,618)	(\$3,618)	\$0
Administrative Expenses	\$0	(\$154)	\$154
Experience (Gains)/Losses	(\$73,175)	\$0	(\$73,175)
Changes in Assumptions	(\$3,415)	\$0	(\$3,415)
Other	\$0	\$0	\$0
Net Change	(\$52,183)	\$108,340	(\$160,523)
<b>Actual Balance at June 30, 2021 Measurement Date</b>	<b>\$255,080</b>	<b>\$516,145</b>	<b>(\$261,065)</b>

#### 2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 24.

<b>Balances at June 30, 2022 Fiscal Year-End</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
Differences between expected and actual experience	\$10,932	(\$250,505)
Changes in assumptions	\$0	(\$3,272)
Differences between projected and actual return on assets	\$9,661	(\$67,159)
<b>Total</b>	<b>\$20,593</b>	<b>(\$320,936)</b>

<b>To be recognized fiscal year ending June 30:</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
2023	\$4,052	(\$30,324)
2024	\$4,049	(\$30,123)
2025	\$3,315	(\$30,123)
2026	\$585	(\$30,121)
2027	\$585	(\$13,383)
Thereafter	\$8,007	(\$186,862)
<b>Total</b>	<b>\$20,593</b>	<b>(\$320,936)</b>

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### 3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

<b>To be recognized fiscal year ending June 30, 2022</b>	<i>Expense Component</i>
Service Cost	\$6,488
Interest Cost	\$21,537
Expected Return on Assets	(\$28,414)
Administrative Expenses	\$154
Recognition of Experience (Gain)/Loss Deferrals	(\$12,655)
Recognition of Assumption Change Deferrals	(\$143)
Recognition of Investment (Gain)/Loss Deferrals	(\$13,475)
Employee Contributions	\$0
Changes in Benefit Terms	\$0
Net OPEB Expense for fiscal year ending June 30, 2022	(\$26,508)

### 4. Adjustments

The above OPEB expense includes all deferred inflows and outflows except any contributions after the measurement date. Contributions from July 1, 2021 to June 30, 2022 minus prior contributions after the measurement date should also be reflected in OPEB expense. June 30, 2022 deferred outflows should include contributions from July 1, 2021 to June 30, 2022.

### 5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

<b>Net OPEB Liability at June 30, 2021 Measurement Date</b>	<i>Discount Rate</i>	<i>Healthcare Trend Rate</i>
1% Decrease in Assumption	(\$218,880)	(\$302,638)
Current Assumption	(\$261,065)	(\$261,065)
1% Increase in Assumption	(\$294,782)	(\$206,773)



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### D. Description of Retiree Benefits

Following is a description of the current retiree benefit plan that applies to employees hired prior to May 10, 2012. Those hired on or after May 10, 2012 are entitled to statutory minimum benefits under Government Code Section 22892.

	<u>All Employees</u>
Benefit types provided	Medical only
Duration of Benefits	Lifetime
Required Service	10 years
Minimum Age	50
Dependent Coverage	No
District Contribution %	Based on years of service ranging from 50% at 10 years to 100% at 25 years of the amount in excess of the statutory minimum employer contribution
District Cap	Net Value Plan

### E. Summary of Valuation Data

This report is based on census data provided to us as of June, 2021. Distributions of participants by age and service can be found on page 18. For non-lifetime benefits, the active count below excludes employees for whom it is not possible to receive retiree benefits (e.g. employees who are already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	<b>Current Year</b> <i>June 30, 2021 Valuation Date</i> <i>June 30, 2021 Measurement Date</i>	<b>Prior Year</b> <i>June 30, 2019 Valuation Date</i> <i>June 30, 2020 Measurement Date</i>
<b>Active Employees eligible for future benefits</b>		
Count	15	14
Average Age	35.0	38.4
Average Years of Service	6.1	6.2
<b>Retirees currently receiving benefits</b>		
Count	1	1
Average Age	71.0	69.0

We were not provided with information about any terminated, vested employees.

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### F. Certification

The actuarial information in this report is intended solely to assist Beaumont-Cherry Valley Recreation and Park District in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Beaumont-Cherry Valley Recreation and Park District. Release of this report may be subject to provisions of the Agreement between Beaumont-Cherry Valley Recreation and Park District and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2021 to June 30, 2022, using a measurement date of June 30, 2021. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Beaumont-Cherry Valley Recreation and Park District. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Beaumont-Cherry Valley Recreation and Park District and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all

## Total Compensation Systems, Inc.

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applicable Actuarial Standards of Practice. My experience and continuing education are consistent with the requirements described for actuaries under the Qualification Standards of the American Academy of Actuaries.

Respectfully submitted,



Geoffrey L. Kischuk  
Actuary  
Total Compensation Systems, Inc.  
(805) 496-1700

## PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Beaumont-Cherry Valley Recreation and Park District. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

### B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Beaumont-Cherry Valley Recreation and Park District uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2021 at 6.75% interest.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2021 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

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### C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”).

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method” and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

### D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

## Total Compensation Systems, Inc.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

### E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.
- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

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### F. Valuation Results

This section details the measured values of the concepts described on the previous pages.

#### 1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

##### **Actuarial Present Value of Projected Benefit Payments as of June 30, 2021 Valuation Date**

	<i>Total</i>
Active: Pre-65 Benefit	\$94,263
Post-65 Benefit	\$235,944
Subtotal	\$330,207
Retiree: Pre-65 Benefit	\$0
Post-65 Benefit	\$51,021
Subtotal	\$51,021
Grand Total	\$381,228
Subtotal Pre-65 Benefit	\$94,263
Subtotal Post-65 Benefit	\$286,965

#### 2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

##### **Service Cost Valuation Year Beginning July 1, 2021**

	<i>Total</i>
# of Eligible Employees	15
First Year Service Cost	
Pre-65 Benefit	\$5,355
Post-65 Benefit	\$11,325
Total	\$16,680

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

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### 3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

#### Total OPEB Liability and Net OPEB Liability as of June 30, 2021 Valuation Date

	<i>Total</i>
Active: Pre-65 Benefit	\$51,650
Active: Post-65 Benefit	\$152,409
Subtotal	<u>\$204,059</u>
Retiree: Pre-65 Benefit	\$0
Retiree: Post-65 Benefit	\$51,021
Subtotal	<u>\$51,021</u>
Subtotal: Pre-65 Benefit	<u>\$51,650</u>
Subtotal: Post-65 Benefit	<u>\$203,430</u>
Total OPEB Liability (TOL)	\$255,080
Fiduciary Net Position as of June 30, 2021	\$516,145
Net OPEB Liability (NOL)	<u>(\$261,065)</u>

### 4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be **inaccurate**. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs.

<i>Year Beginning</i>	
<i>July 1</i>	<i>Total</i>
2021	\$3,536
2022	\$5,739
2023	\$8,280
2024	\$11,170
2025	\$14,616
2026	\$18,573
2027	\$17,696
2028	\$20,369
2029	\$17,120
2030	<u>\$18,770</u>



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### G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2020 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2021 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2020</b>	<b>\$307,263</b>	<b>\$407,805</b>	<b>(\$100,542)</b>
Service Cost	\$6,488	\$0	\$6,488
Interest on Total OPEB Liability	\$21,537	\$0	\$21,537
Expected Investment Income	\$0	\$28,414	(\$28,414)
Administrative Expenses	\$0	(\$154)	\$154
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$0	\$0
Employer Contributions as Benefit Payments	\$0	\$0	\$0
Actual Benefit Payments from Trust	(\$3,618)	(\$3,618)	\$0
Actual Benefit Payments from Employer	\$0	\$0	\$0
Expected Minus Actual Benefit Payments**	(\$2,060)	\$0	(\$2,060)
<b>Expected Balance at June 30, 2021</b>	<b>\$329,610</b>	<b>\$432,447</b>	<b>(\$102,837)</b>
Experience (Gains)/Losses	(\$71,115)	\$0	(\$71,115)
Changes in Assumptions	(\$3,415)	\$0	(\$3,415)
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	\$83,698	(\$83,698)
Other	\$0	\$0	\$0
Net Change during 2021	(\$52,183)	\$108,340	(\$160,523)
<b>Actual Balance at June 30, 2021*</b>	<b>\$255,080</b>	<b>\$516,145</b>	<b>(\$261,065)</b>

\* May include a slight rounding error.

\*\* Deferrable as an Experience Gain or Loss.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Beaumont-Cherry Valley Recreation and Park District is shown beginning on page 24. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

### Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2022

	<i>Beginning Balance</i>	<i>Change Due to New Deferrals</i>	<i>Change Due to Recognition</i>	<i>Ending Balance</i>
Experience (Gains)/Losses	(\$179,053)	(\$73,175)	\$12,655	(\$239,573)
Assumption Changes	\$0	(\$3,415)	\$143	(\$3,272)
Investment (Gains)/Losses	\$12,725	(\$83,698)	\$13,475	(\$57,498)
Deferred Balances	(\$166,328)	(\$160,288)	\$26,273	(\$300,343)

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

### Preliminary OPEB Expense Fiscal Year Ending June 30, 2022

	<i>Beginning Net Position</i>	<i>Ending Net Position</i>	<i>Change</i>
Net OPEB Liability (NOL)	(\$100,542)	(\$261,065)	(\$160,523)
Deferred Balances	(\$166,328)	(\$300,343)	(\$134,015)
Net Position	\$65,786	\$39,278	(\$26,508)
Adjust Out Employer Contributions			\$0
OPEB Expense			(\$26,508)

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### H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined “roll-forward” valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer considers or puts in place an early retirement incentive program.
- The employer desires the measured liability to incorporate more recent census data or assumptions.

We anticipate that the next valuation we perform for Beaumont-Cherry Valley Recreation and Park District will be a roll-forward valuation with a measurement date of June 30, 2022 which will be used for the fiscal year ending June 30, 2023. Please let us know if Beaumont-Cherry Valley Recreation and Park District would like to discuss whether another full valuation would be preferable based on any of the examples listed above.

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### PART III: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Beaumont-Cherry Valley Recreation and Park District to understand that the appropriateness of all selected actuarial assumptions and methods are Beaumont-Cherry Valley Recreation and Park District's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Beaumont-Cherry Valley Recreation and Park District's actual historical experience, and TCS's judgment based on experience and training.

#### **A. ACTUARIAL METHODS AND ASSUMPTIONS:**

*ACTUARIAL COST METHOD:* GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Beaumont-Cherry Valley Recreation and Park District regarding practices with respect to employer and employee contributions and other relevant factors.

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### **B. ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

*INFLATION:* We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

*INVESTMENT RETURN / DISCOUNT RATE:* We assumed 6.75% per year net of expenses. This is based on assumed long-term return on employer assets. We used the “Building Block Method”. (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

*TREND:* We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

*PAYROLL INCREASE:* We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), this assumption is only used to determine the accrual pattern of the Actuarial Present Value of Projected Benefit Payments.

*FIDUCIARY NET POSITION (FNP):* The following table shows the beginning and ending FNP numbers that were provided by Beaumont-Cherry Valley Recreation and Park District.

#### **Fiduciary Net Position as of June 30, 2021**

	<u>06/30/2020</u>	<u>06/30/2021</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$407,805	\$519,763
Capital Assets	\$0	\$0
Total Assets	<u>\$407,805</u>	<u>\$519,763</u>
Benefits Payable	\$0	(\$3,618)
Fiduciary Net Position	<u>\$407,805</u>	<u>\$516,145</u>

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### C. NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

#### **MORTALITY**

<i>Participant Type</i>	<i>Mortality Tables</i>
Miscellaneous	2017 CalPERS Mortality for Miscellaneous and Schools Employees

#### **RETIREMENT RATES**

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
All Participants	Hired 2013 and later: 2017 CalPERS 2.0%@62 Rates for Miscellaneous Employees Hired 2012 and earlier: 2017 CalPERS 2.7%@55 Rates for Miscellaneous Employees

#### **COSTS FOR RETIREE COVERAGE**

Actuarial Standard of Practice 6 (ASOP 6) provides that, as a general rule, retiree costs should be based on actual claim costs or age-adjusted premiums. This is true even for many medical plans that are commonly considered to be “community-rated.” However, ASOP 6 contains a provision – specifically section 3.7.7(c) – that allows use of unadjusted premiums in certain circumstances.

It is my opinion that the section 3.7.7(c)(4) exception allows use of unadjusted premium for PEMHCA agencies if certain conditions are met. Following are the criteria we applied to Beaumont-Cherry Valley Recreation and Park District to determine that it is reasonable to assume that Beaumont-Cherry Valley Recreation and Park District’s future participation in PEMHCA is likely and that the CalPERS medical program as well as its premium structure are sustainable. (We also have an extensive white paper on this subject that provides a basis for our rationale entirely within the context of ASOP 6. We will make this white paper available upon request.)

- **Plan qualifies as a “pooled health plan.”** ASOP 6 defines a “pooled health plan” as one in which premiums are based at least in part on the claims experience of groups other than the one being valued.” Since CalPERS rates are the same for all employers in each region, rates are clearly based on the experience of many groups.
- **Rates not based to any extent on the agency’s claim experience.** As mentioned above, rates are the same for all participating employers regardless of claim experience or size.
- **Rates not based to any extent on the agency’s demographics.** As mentioned above, rates are the same for all participating employers regardless of demographics.
- **No refunds or charges based on the agency’s claim experience or demographics.** The terms of operation of the CalPERS program are set by statute and there is no provision for any refunds and charges that vary from employer to employer for any reason. The only charges are uniform administrative charges.
- **Plan in existence 20 or more years.** Enabling legislation to allow “contracting agencies” to participate in the CalPERS program was passed in 1967. The CalPERS medical plan has been successfully operating for almost 50 years. As far back as we can obtain records, the rating structure has been consistent, with the only difference having been a move to regional rating which is unrelated to age-adjusted rating.
- **No recent large increases or decreases in the number of participating plans or enrollment.** The CalPERS medical plan has shown remarkably stable enrollment. In the past 10 years, there has been small growth in the number of employers in most years – with the maximum being a little over 2% and

## Total Compensation Systems, Inc.

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a very small decrease in one year. Average year over year growth in the number of employers over the last 10 years has been about 0.75% per year. Groups have been consistently leaving the CalPERS medical plan while other groups have been joining with no disruption to its stability.

- **Agency is not expecting to leave plan in foreseeable future.** The District does not plan to leave CalPERS at present.
- **No indication the plan will be discontinued.** We are unaware of anything that would cause the CalPERS medical plan to cease or to significantly change its operation in a way that would affect this determination.
- **The agency does not represent a large part of the pool.** The District is in the CalPERS Other Southern California region. Based on the information we have, the District constitutes no more than 0.1% of the Other Southern California pool. In our opinion, this is not enough for the District to have a measurable effect on the rates or viability of the Other Southern California pool.

Retiree liabilities are based on actual retiree costs. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
All Participants	Statutory minimum: \$1,752 Supplemental benefit: \$8,608	Statutory minimum: \$1,752 Supplemental benefit: \$2,831

### ***PARTICIPATION RATES***

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Miscellaneous	100%	100%

### ***TURNOVER***

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Miscellaneous	2017 CalPERS Turnover for Miscellaneous Employees

### ***SPOUSE PREVALENCE***

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

### ***SPOUSE AGES***

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

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## PART IV: APPENDICES

### APPENDIX A: DEMOGRAPHIC DATA BY AGE

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE**

	<i>Total</i>	<i>Under 5 Years of Service</i>	<i>5 – 9 Years of Service</i>	<i>10 – 14 Years of Service</i>	<i>15 – 19 Years of Service</i>	<i>20 – 24 Years of Service</i>	<i>25 – 29 Years of Service</i>	<i>30 – 34 Years of Service</i>	<i>Over 34 Years of Service</i>
Under 25	5	3	2						
25 – 29	3	1	1	1					
30 – 34	2	2							
35 – 39	0								
40 – 44	0								
45 – 49	1	1							
50 – 54	0								
55 – 59	3		1		2				
60 – 64	1		1						
65 and older	0								
<b>Total</b>	<b>15</b>	<b>7</b>	<b>5</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

#### **ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>
Under 50	0
50 – 54	0
55 – 59	0
60 – 64	0
65 – 69	0
70 – 74	1
75 – 79	0
80 – 84	0
85 – 89	0
90 and older	0
<b>Total</b>	<b>1</b>

### APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Beaumont-Cherry Valley Recreation and Park District should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Beaumont-Cherry Valley Recreation and Park District's practices, it is possible that Beaumont-Cherry Valley Recreation and Park District is already complying with some or all of these suggestions.

- We suggest that Beaumont-Cherry Valley Recreation and Park District maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Beaumont-Cherry Valley Recreation and Park District should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Beaumont-Cherry Valley Recreation and Park District should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Beaumont-Cherry Valley Recreation and Park District should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Beaumont-Cherry Valley Recreation and Park District should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Beaumont-Cherry Valley Recreation and Park District's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Beaumont-Cherry Valley Recreation and Park District should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Beaumont-Cherry Valley Recreation and Park District to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.



# Total Compensation Systems, Inc.

## APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**                    **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Beaumont-Cherry Valley Recreation and Park District. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	1
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	15
Total Number of participants	16

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**                    **Significant Assumptions and Other Inputs**

Shown in Part III.

**Paragraph 52:**                    **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Beaumont-Cherry Valley Recreation and Park District in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2017 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

## Total Compensation Systems, Inc.

Mortality Table	2017 CalPERS Retiree Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2017 CalPERS 2.0%@62 Rates for Miscellaneous Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0%@62 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2017 CalPERS 2.7%@55 Rates for Miscellaneous Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.7%@55 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

### Turnover Tables

Turnover Table	2017 CalPERS Turnover for Miscellaneous Employees
Disclosure	The turnover assumptions are based on the 2017 CalPERS Turnover for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	(\$302,638)	(\$261,065)	(\$206,773)

### Paragraph 53:

### Discount Rate

## Total Compensation Systems, Inc.

The following information is intended to assist Beaumont-Cherry Valley Recreation and Park District to comply with Paragraph 53 requirements.

53.a: A discount rate of 6.75% was used in the valuation. The interest rate used in the prior valuation was 7.00%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 44 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 25 basis points.

53.d: The interest assumption does not reflect a municipal bond rate.

53.e: Not applicable.

53.f: Following is the assumed asset allocation and assumed rate of return for each.  
CERBT - Strategy 1

Asset Class	Percentage of Portfolio	Assumed Gross Return
All Equities	59.0000	7.5450
All Fixed Income	25.0000	4.2500
Real Estate Investment Trusts	8.0000	7.2500
All Commodities	3.0000	7.5450
Treasury Inflation Protected Securities (TIPS)	5.0000	3.0000

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	(\$218,880)	(\$261,065)	(\$294,782)

### **Paragraph 55: Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

### **Paragraph 56: Additional Net OPEB Liability Information**

The following information is intended to assist Beaumont-Cherry Valley Recreation and Park District to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2021.

The measurement date is June 30, 2021.

56.b: We are not aware of a special funding arrangement.

56.c: The interest assumption changed from 7.00% to 6.75%. Assumed rates of retirement, termination, and mortality have been updated to align with those currently being used by the statewide pension systems.

## **Total Compensation Systems, Inc.**

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- 56.d: There were no changes in benefit terms since the prior measurement date.
- 56.e: Not applicable
- 56.f: To be determined by the employer
- 56.g: To be determined by the employer
- 56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D
- 56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

### **Paragraph 57:**

#### **Required Supplementary Information**

- 57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.
- 57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
- 57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 44 years.
- 57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

### **Paragraph 58:**

#### **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 44 years.

### **Paragraph 244:**

#### **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

# Total Compensation Systems, Inc.

## APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

### EXPERIENCE GAINS AND LOSSES

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of  
Experience Gains and Losses  
(Measurement Periods)

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2020	2021	2022	2023	2024	2025	2026	Thereafter
2018-19	(\$210,952)	20.7	(\$20,382)	(\$10,191)	(\$10,191)	(\$10,191)	(\$10,191)	(\$10,191)	(\$10,191)	(\$129,424)
2019-20	\$12,102	20.7	\$585	\$585	\$585	\$585	\$585	\$585	\$585	\$8,007
2020-21	(\$73,175)	24	\$0	(\$3,049)	(\$3,049)	(\$3,049)	(\$3,049)	(\$3,049)	(\$3,049)	(\$54,881)
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>(\$19,797)</b>	<b>(\$12,655)</b>	<b>(\$12,655)</b>	<b>(\$12,655)</b>	<b>(\$12,655)</b>	<b>(\$12,655)</b>	<b>(\$12,655)</b>	<b>(\$176,298)</b>

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## CHANGES OF ASSUMPTIONS

### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2020	2021	2022	2023	2024	2025	2026	Thereafter
2020-21	(\$3,415)	24	\$0	(\$143)	(\$143)	(\$143)	(\$143)	(\$143)	(\$143)	(\$2,557)
					(\$3,272)					
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$0</b>	<b>(\$143)</b>	<b>(\$143)</b>	<b>(\$143)</b>	<b>(\$143)</b>	<b>(\$143)</b>	<b>(\$143)</b>	<b>(\$2,557)</b>

# Total Compensation Systems, Inc.

## INVESTMENT GAINS AND LOSSES

### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2020	Amounts to be Recognized in OPEB Expense					Thereafter	
				2021	2022	2023	2024	2025		2026
2017-18	(\$1,009)	5	(\$606)	(\$202)	(\$201)	(\$201)				
2018-19	\$3,677	5	\$1,472	\$736	\$1,469	\$736				
2019-20	\$13,654	5	\$2,731	\$2,731	\$8,192	\$2,731	\$2,730			
2020-21	(\$83,698)	5	\$0	(\$16,740)	(\$66,958)	(\$16,740)	(\$16,740)	(\$16,738)		
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$3,597</b>	<b>(\$13,475)</b>	<b>(\$57,498)</b>	<b>(\$13,474)</b>	<b>(\$13,276)</b>	<b>(\$14,010)</b>	<b>(\$16,738)</b>	<b>\$0</b>

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### APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.



## Total Compensation Systems, Inc.

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<u>Pay As You Go Cost:</u>	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to participants’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.

Beaumont-Cherry Valley Recreation and Park District

CERBT Strategy 1

Entity #: SKB0-3841905426

Quarter Ended June 30, 2022



Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$513,675.85	\$516,242.89
Contribution	0.00	0.00
Disbursement	0.00	(3,617.58)
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	(66,599.95)	(68,833.26)
Administrative Expenses	(58.27)	(251.03)
Investment Expense	(42.58)	(183.55)
Other	0.00	0.00
Ending Balance	\$446,975.05	\$443,357.47
FY End Contrib per GASB 74 Para 22	0.00	0.00
FY End Disbursement Accrual	0.00	3,617.58
Grand Total	\$446,975.05	\$446,975.05

Unit Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Units	23,238,075	23,398,235
Unit Purchases from Contributions	0.000	0.000
Unit Sales for Withdrawals	0.000	(160.160)
Unit Transfer In	0.000	0.000
Unit Transfer Out	0.000	0.000
Ending Units	23,238,075	23,238,075
Period Beginning Unit Value	22,104,918	22,217,933
Period Ending Unit Value	19,234,593	19,234,593

Please note the Grand Total is your actual fund account balance at the end of the period, including all contributions per GASB 74 paragraph 22, and accrued disbursements. Please review your statement promptly. All information contained in your statement will be considered true and accurate unless you contact us within 30 days of receipt of this statement. If you have questions about the validity of this information, please contact CERBT4U@calpers.ca.gov.



**Staff Report**

Agenda Item No. **3.5**

**To:** Board of Directors  
**From:** Nancy Law, Executive Assistant  
**Via:** Duane Burk, General Manager  
**Date:** December 14<sup>th</sup>, 2022  
**Subject:** Approval of FY 22/23 Mid-Year Budget

**Background and Analysis:**

On Wednesday, June 11<sup>th</sup>, 2022 the Board approved FY 22/23 & 23/24 Budget. As a practice for the Board the District suspends expenditures in December and in June respectfully.

In November 2022, District staff suspended expenditures until January 6<sup>th</sup>, 2023. This practice gives staff an opportunity to reconcile the first six months of spending and revenues and keeps the public aware of activities. At the December 12<sup>th</sup>, 2022 Finance Committee meeting staff presented the FY 22/23 Mid-Year budget for review which was approved by the Committee members Vice Chair/Secretary Diercks and Treasurer Flores.


**Fiscal Impact:**

The fiscal impact will be and increase to line Item#162, Account #50117 Salaries of \$35,000.00.

**Recommendations:**

At the direction of the Finance Committee Staff recommend that the Board review, comment and approve the FY 22/23 Mid-Year Budget.

Respectfully Submitted,



Nancy Law  
Executive Assistant

**Beaumont-Cherry Valley Recreation and Park District  
Mid-Year Budget**

	FY 22/23 Approved 6/11/2022	FY 22/23 Actual as of 11/25/2022	FY 22/23 Differences	41.6%	Mid-Year Changes Request	Notes
<b>1 Income</b>						
<b>2 Bogart Park</b>						
3 40201 - Camping	\$ 30,000.00	\$ 19,055.50	\$ (10,944.50)	63.5%		
4 40202 - Gate Entrance	\$ 35,000.00	\$ 13,823.75	\$ (21,176.25)	39.5%		
5 40203 - Horse/Dog Entrance	\$ 100.00	\$ 40.00	\$ (60.00)	40.0%		
6 40204 - Wood Sales	\$ 100.00	\$ -	\$ (100.00)	0%		
7 40205 - Annual Passes	\$ 12,000.00	\$ 6,880.00	\$ (5,120.00)	57.3%		
8 40207 - Caretaker Rent	\$ -	\$ 200.00	\$ 200.00	100.0%		
9 40208 - RV Dump	\$ 500.00	\$ 300.00	\$ (200.00)	60.0%		
10 40209 - Fishing Passes	\$ 15,000.00	\$ 3,840.00	\$ (11,160.00)	25.6%		
<b>11 Total Bogart Park</b>	<b>\$ 92,700.00</b>	<b>\$ 44,139.25</b>	<b>\$ (48,560.75)</b>	<b>47.4%</b>	<b>\$ -</b>	
<b>12 Facility Use</b>						
13 40101 - Registrations (BYB)	\$ 5,000.00	\$ -	\$ (5,000.00)	0%		
14 40103 - Caretaker Rent	\$ 2,400.00	\$ 1,000.00	\$ (1,400.00)	41.7%		
15 40106 - Equestrian Arena	\$ 1,000.00	\$ 1,588.12	\$ 588.12	158.8%		
16 40107 - Fields	\$ 5,000.00	\$ 550.00	\$ (4,450.00)	8.5%		
17 40109 - Grange	\$ 15,000.00	\$ 8,156.00	\$ (6,844.00)	54.4%		
18 40111 - NCCC/Franco Gardens	\$ 5,000.00	\$ 11,560.50	\$ 6,560.50	231.2%		
19 40112 - Park	\$ 800.00	\$ 125.00	\$ (675.00)	15.6%		
20 40113 - RV Space	\$ 100,000.00	\$ 37,364.87	\$ (62,635.13)	37.4%		
21 40114 - Snack Bar	\$ 10,000.00	\$ 7,996.68	\$ (2,003.32)	80.0%		
22 40115 - Thunder Alley	\$ 3,900.00	\$ 1,886.99	\$ (2,013.01)	48.4%		
23 40116 - Woman's Club	\$ -	\$ -	\$ -			
24 40117 - RV Space #24B	\$ 1,000.00	\$ 510.00	\$ (490.00)	50.0%		
25 40118 - Franco Gardens	\$ 5,000.00	\$ 3,100.00	\$ (1,900.00)	62.0%		
26 40119 - NCCC	\$ 5,000.00	\$ 2,915.00	\$ (2,085.00)	58.3%		
27 40120 - Horseshoe Pits	\$ 200.00	\$ -	\$ (200.00)	0.0%		
28 40122 - Maintenance Shop "C"	\$ 4,500.00	\$ 2,250.00	\$ (2,250.00)	50.0%		
<b>29 Total Facility Use</b>	<b>\$ 163,800.00</b>	<b>\$ 79,003.16</b>	<b>\$ (84,796.84)</b>	<b>48.1%</b>	<b>\$ -</b>	
<b>30 Special Events</b>						
31 40503 - Spring Fling	\$ 4,000.00	\$ -	\$ (4,000.00)	0.0%		
32 40504 - Fishing Derby	\$ 4,000.00	\$ -	\$ (4,000.00)	0.0%		
33 40505 - Movies Under the Stars	\$ 1,000.00	\$ 795.05	\$ (204.95)	79.51%		
34 40507 - Oktoberfest	\$ 15,000.00	\$ 39,065.99	\$ 24,065.99	260.44%		
35 40509 - Tournaments	\$ -	\$ 4,100.00	\$ 4,100.00	100%		
36 40510 - Winterfest	\$ 5,000.00	\$ 2,604.00	\$ (2,396.00)	48.38%		
37 40512 - Pumpkin Carve	\$ 1,000.00	\$ 2,223.00	\$ 1,223.00	222.30%		
38 40513 - Cinco De Mayo	\$ 2,000.00	\$ -	\$ (2,000.00)	0.0%		
39 40515 - 1K/5K Fun Run	\$ 3,000.00	\$ -	\$ (3,000.00)	0.0%		
40 40516 - Beers Brats & Bogart Bash	\$ 5,000.00	\$ -	\$ (5,000.00)	0.0%		
<b>41 Total Special Events</b>	<b>\$ 40,000.00</b>	<b>\$ 48,788.04</b>	<b>\$ 8,788.04</b>	<b>121.51%</b>	<b>\$ -</b>	
<b>42 State of California Revenue</b>						
43 40001 - Prop Tax Current Secured	\$ 1,517,087.00	\$ 80,900.98	\$ (1,436,186.02)	5.3%		
44 40002 - Prop Tax Current Supplemental	\$ 25,235.00	\$ 10,948.96	\$ (14,286.04)	43.40%		
45 40003 - Prop Tax Current Unsecured	\$ 90,176.50	\$ 104,579.89	\$ 14,403.39	116%		
46 40004 - Prop Tax Prior Supplemental	\$ 13,905.00	\$ 2,931.93	\$ (10,973.07)	21.1%		
47 40005 - Prop Tax Prior Unsecured	\$ 3,500.00	\$ 1,628.65	\$ (1,871.35)	46.5%		
48 40006 - CA Homeowners Tax Relief	\$ 10,815.00	\$ -	\$ (10,815.00)	0.0%		
49 40007 - (RDA) Contractual Revenue	\$ 96,075.00	\$ -	\$ (96,075.00)	0.0%		
50 40401 - Interest - Invested Funds	\$ 2,730.00	\$ 18,353.75	\$ 15,623.75	672.3%		
<b>51 Total State of California Revenue</b>	<b>\$ 1,759,523.50</b>	<b>\$ 219,344.16</b>	<b>\$ (1,540,179.34)</b>	<b>12.5%</b>	<b>\$ -</b>	
52 40600 - Adult Softball	\$ 30,000.00	\$ 15,200.00	\$ (14,800.00)	50.67%		
53 40602 - Contract Instructor	\$ 4,000.00	\$ 3,863.00	\$ (137.00)	96.58%		
<b>54 DT Ranch</b>						
55 40701 - House Rental	\$ 12,000.00	\$ 4,800.00	\$ (7,200.00)	40.0%		
<b>56 Total DT Ranch</b>	<b>\$ 12,000.00</b>	<b>\$ 4,800.00</b>	<b>\$ (7,200.00)</b>	<b>40.0%</b>	<b>\$ -</b>	
<b>57 Total Income</b>	<b>\$ 2,102,023.50</b>	<b>\$ 415,137.61</b>	<b>\$ (1,686,885.89)</b>	<b>18.7%</b>	<b>\$ -</b>	
<b>58 Expense</b>						
<b>59 Bank Fees</b>						
60 50255 - Bank Service Charges	\$ 600.00	\$ 179.00	\$ (421.00)	29.83%		
61 50256 - Bank Checks	\$ 1,500.00	\$ 283.80	\$ (1,216.20)	18.92%		
62 50257 - Safe Deposit Box	\$ 150.00	\$ -	\$ (150.00)	0.0%		
<b>63 Total Bank Fees</b>	<b>\$ 2,250.00</b>	<b>\$ 462.80</b>	<b>\$ (1,787.20)</b>	<b>37.38%</b>	<b>\$ -</b>	
<b>64 Board of Directors</b>						
65 50225 - Director Fees	\$ 36,000.00	\$ 9,800.00	\$ (26,200.00)	27.22%		
66 50226 - Training - Strategic Planning	\$ 25,000.00	\$ -	\$ (25,000.00)	0.0%		
67 50227 - Travel and Conference	\$ 20,000.00	\$ 2,351.09	\$ (17,648.91)	11.76%		
68 50228 - Election Expense	\$ 70,000.00	\$ -	\$ (70,000.00)	0.0%		
<b>69 Total Board of Directors</b>	<b>\$ 151,000.00</b>	<b>\$ 12,151.09</b>	<b>\$ (138,848.91)</b>	<b>8.05%</b>	<b>\$ -</b>	
<b>70 Bogart Park</b>						
<b>71 Professional Services</b>						
72 50147 - Weather TRAK	\$ -	\$ -	\$ -	0.0%		
73 50185 - CEQA	\$ 3,000.00	\$ -	\$ (3,000.00)	0.0%		
<b>74 Total Professional Services</b>	<b>\$ 3,000.00</b>	<b>\$ -</b>	<b>\$ (3,000.00)</b>	<b>0.00%</b>	<b>\$ -</b>	
<b>75 Utilities</b>						
76 50160 - Electricity	\$ 16,500.00	\$ 7,533.20	\$ (8,966.80)	45.66%		
77 50161 - Trash	\$ 8,500.00	\$ 2,884.24	\$ (5,615.76)	33.93%		
78 50162 - Telephone & Internet	\$ 3,000.00	\$ 975.03	\$ (2,024.97)	32.50%		
79 50163 - Water	\$ 30,000.00	\$ 12,538.65	\$ (17,461.35)	41.80%		

**Beaumont-Cherry Valley Recreation and Park District  
Mid-Year Budget**

	FY 22/23 Approved 6/11/2022	FY 22/23 Actual as of 11/25/2022	FY 22/23 Differences	41.6%	Mid-Year Changes Request	Notes
<b>80 Total Utilities</b>	\$ 58,000.00	\$ 23,931.12	\$ 34,068.88	41.26%	\$ -	
<b>81 Repairs &amp; Maintenance</b>						
82 50140 - Restrooms	\$ 250.00	\$ 672.75	\$ (422.75)	269.1%		
83 50141 - Seed	\$ 3,500.00	\$ -	\$ 3,500.00	0.0%		
84 50142 - Tank	\$ 500.00	\$ -	\$ 500.00	0.0%		
85 50143 - Trees	\$ 15,000.00	\$ 14,225.00	\$ 775.00	94.8%		
86 50144 - Grounds	\$ 20,000.00	\$ 37,938.21	\$ (17,938.21)	189.7%		
87 50156 - Fertilizer	\$ 3,500.00	\$ -	\$ 3,500.00	0.0%		
88 50157 - Irrigation	\$ 5,000.00	\$ 1,684.72	\$ 3,315.28	33.7%		
89 50158 - Kiosk Gate	\$ 3,000.00	\$ 4,698.10	\$ (1,698.10)	156.6%		
90 50159 - Lighting & Electrical	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
91 50164 - Playground	\$ 2,500.00	\$ -	\$ 2,500.00	0.0%		
92 50165 - Pond	\$ 9,000.00	\$ 2,342.07	\$ 6,657.93	26%		
<b>93 Total Repairs &amp; Maintenance</b>	\$ 63,250.00	\$ 61,560.85	\$ 1,689.15	97.3%	\$ -	
94 50148 - Stocking Pond	\$ 15,000.00	\$ 3,975.00	\$ 11,025.00	26.5%		
95 50149 - Signage	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
96 50150 - Computer/IT	\$ 2,500.00	\$ -	\$ 2,500.00	0.0%		
97 50151 - Grounds Equipment	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
98 50152 - Keys/Locks	\$ 500.00	\$ 254.10	\$ 245.90	50.8%		
99 50153 - Office Supplies	\$ 1,000.00	\$ 1,313.10	\$ (313.10)	131.3%		
100 50166 - Well	\$ 4,000.00	\$ 490.00	\$ 3,510.00	12.3%		
101 50167 - Janitorial Supplies	\$ 1,000.00	\$ 57.89	\$ 942.11	5.8%		
102 50168 - Uniforms	\$ 700.00	\$ 209.32	\$ 490.68	29.9%		
103 50169 - Pest Control	\$ 3,000.00	\$ 1,111.11	\$ 1,888.89	37%		
<b>104 Total Bogart Park</b>	\$ 153,950.00	\$ 92,902.49	\$ 61,047.51	60.4%	\$ -	
<b>105 Contract Services</b>						
106 50170 - Acorn Technology	\$ 25,000.00	\$ 8,080.00	\$ 16,920.00	32.32%		
107 50171 - Bay Alarms, Inc.	\$ 2,700.00	\$ 896.00	\$ 1,804.00	33.19%		
108 50172 - Jani King	\$ 30,800.00	\$ 13,591.93	\$ 17,208.07	44.13%		
109 50173 - Memories by Darci Walls	\$ 3,500.00	\$ 1,239.13	\$ 2,260.87	35.4%		
110 50175 - Slugg Bugg	\$ 3,300.00	\$ 1,295.00	\$ 2,005.00	39.24%		
111 50177 - Turf Star	\$ 10,000.00	\$ 3,953.28	\$ 6,046.72	39.53%		
112 50178 - Clarks Pest Control	\$ 5,000.00	\$ 2,605.50	\$ 2,394.50	52.11%		
113 50180 - Paychecks Flex	\$ 1,700.00	\$ 678.30	\$ 1,021.70	39.9%		
114 50181 - Streamline	\$ 5,040.00	\$ 2,100.00	\$ 2,940.00	41.67%		
115 50182 - Star Pro Security	\$ 56,200.00	\$ 27,374.48	\$ 28,825.52	48.71%		
116 50183 - Clover	\$ 2,000.00	\$ 823.75	\$ 1,176.25	41.19%		
<b>117 Total Contract Services</b>	\$ 145,240.00	\$ 62,637.37	\$ 82,602.63	43.13%	\$ -	
<b>118 Dues/Subscriptions/Memberships</b>						
119 50205 - CARPD	\$ 2,500.00	\$ 3,000.00	\$ (500.00)	120.00%		
120 50206 - CSDA	\$ 5,752.00	\$ 7,262.00	\$ (1,510.00)	126.25%		
121 50208 - Amazon Prime	\$ 130.00	\$ -	\$ 130.00	0.0%		
122 50211 - CalPELRA	\$ 740.00	\$ -	\$ 740.00	0.0%		
123 50212 - Chamber Memberships	\$ 550.00	\$ 50.00	\$ 500.00	9.09%		
124 50213 - CPRS	\$ 850.00	\$ -	\$ 850.00	0.0%		
125 50214 - NRPA	\$ 400.00	\$ -	\$ 400.00	0.0%		
126 50215 - GFOA	\$ 160.00	\$ 160.00	\$ -	100%		
127 50217 - Record Gazette	\$ 60.00	\$ -	\$ 60.00	0.0%		
128 50218 - STMA	\$ 400.00	\$ 165.00	\$ 235.00	41.25%		
129 50219 - CSMFO	\$ 50.00	\$ -	\$ 50.00	0.0%		
130 50221 - PAPA	\$ 100.00	\$ -	\$ 100.00	0.0%		
<b>131 Total Dues/Subscriptions/Memberships</b>	\$ 11,692.00	\$ 10,637.00	\$ 1,055.00	90.98%	\$ -	
<b>132 Equipment Purchases - Buildings</b>						
133 50245 - Grange	\$ 6,500.00	\$ 4,399.67	\$ 2,100.33	67.7%		
134 50246 - Maintenance	\$ 1,400.00	\$ -	\$ 1,400.00	0.0%		
135 50247 - NCCC	\$ 6,500.00	\$ 6,398.49	\$ 101.51	98.4%		
136 50248 - East Snack Bar	\$ 800.00	\$ -	\$ 800.00	0.0%		
137 50249 - West Snack Bar	\$ 800.00	\$ -	\$ 800.00	0.0%		
138 50250 - Woman's Club	\$ 800.00	\$ -	\$ 800.00	0.0%		
<b>139 Total Equipment Purchases - Buildings</b>	\$ 16,800.00	\$ 10,798.16	\$ 6,001.84	64.3%	\$ -	
<b>140 Human Resources/Risk Management</b>						
<b>141 Employee Training &amp; Seminars</b>						
142 50125 - Conferences	\$ 20,000.00	\$ 5,896.29	\$ 14,103.71	29.5%		
143 50126 - License Renewal	\$ 900.00	\$ 200.00	\$ 700.00	22.2%		
144 50128 - School Tuitions/Books	\$ 2,000.00	\$ -	\$ 2,000.00	0.0%		
145 50129 - Workshops/Webinars	\$ 7,000.00	\$ -	\$ 7,000.00	0.0%		
<b>146 Total Employee Training &amp; Seminars</b>	\$ 29,900.00	\$ 6,096.29	\$ 23,803.71	20.4%	\$ -	
<b>147 Insurance - Employee's</b>						
148 50105 - 457 Employee Pension Plan	\$ 7,000.00	\$ 4,246.74	\$ 2,753.26	60.67%		
149 50106 - Admin Fees	\$ 160.00	\$ 84.64	\$ 75.36	52.9%		
150 50107 - Dental Insurance	\$ 5,200.00	\$ 1,958.40	\$ 3,241.60	37.66%		
151 50109 - Flex Benefit Plan	\$ 14,800.00	\$ 9,390.62	\$ 5,409.38	63.45%		
152 50110 - Health Insurance	\$ 60,000.00	\$ 21,596.00	\$ 38,404.00	35.99%		
153 50111 - Accident Insurance	\$ 2,000.00	\$ 1,009.47	\$ 990.53	50.47%		
154 50112 - Vision Insurance	\$ 800.00	\$ 244.80	\$ 555.20	30.6%		
<b>155 Total Insurance - Employee's</b>	\$ 89,960.00	\$ 38,530.67	\$ 51,429.33	42.97%	\$ -	
156 50102 - CalPERS - Retirement	\$ 70,000.00	\$ 22,409.63	\$ 47,590.37	32.01%		
157 50103 - CalPERS - Unfunded Health	\$ -	\$ 1,120.36	\$ (1,120.36)	100%		
158 50104 - CalPERS - Unfunded Retiree	\$ 120,000.00	\$ 35,575.10	\$ 84,424.90	29.65%		

**Beaumont-Cherry Valley Recreation and Park District  
Mid-Year Budget**

		FY 22/23 Approved 6/11/2022	FY 22/23 Actual as of 11/25/2022	FY 22/23 Differences	41.6%	Mid-Year Changes Request	Notes
159	50114 - Insurance - Liability (Capri)	\$ 70,000.00	\$ 38,858.00	\$ 31,142.00	55.51%		
160	50115 - Insurance - Workman's Comp	\$ 30,000.00	\$ 18,453.50	\$ 11,546.50	61.51%		
161	50116 - Payroll Taxes	\$ 35,000.00	\$ 15,807.58	\$ 19,192.42	45.17%		
162	50117 - Salaries	\$ 950,000.00	\$ 514,458.03	\$ 435,541.97	54.15%	\$ 35,000.00	Assistant General Manager/HR Administrator position salary difference.
163	50120 - Medical Exam Expense	\$ 1,000.00	\$ 280.00	\$ 720.00	28.0%		
164	50121 - Employee Fingerprinting	\$ 1,000.00	\$ 260.00	\$ 740.00	26.0%		
165	50122 - Employee (Shoe) Reimbursement	\$ 3,000.00	\$ 600.00	\$ 2,400.00	20.0%		
166	50123 - Employee Cellular Reimbursement	\$ 500.00	\$ -	\$ 500.00	0.0%		
167	<b>Total Human Resources/Risk Management</b>	<b>\$ 1,400,360.00</b>	<b>\$ 692,449.16</b>	<b>\$ 707,910.84</b>	<b>49.46%</b>	<b>\$ 35,000.00</b>	
168	<b>Janitorial Supplies</b>						
169	50264 - Park/Grounds	\$ 2,500.00	\$ -	\$ 2,500.00	0.0%		
170	50265 - Supplies	\$ 15,000.00	\$ 5,832.96	\$ 9,167.04	38.89%		
171	50267 - Uniform Expense	\$ 6,000.00	\$ 1,129.84	\$ 4,870.16	18.83%		
172	<b>Total Janitorial Supplies</b>	<b>\$ 23,500.00</b>	<b>\$ 6,962.80</b>	<b>\$ 16,537.20</b>	<b>29.63%</b>	<b>\$ -</b>	
173	<b>Licenses and Permits</b>						
174	50235 - County Health Department	\$ 1,500.00	\$ 763.00	\$ 737.00	50.87%		
175	50236 - LAFCC Fees	\$ 800.00	\$ 656.04	\$ 143.96	82.01%		
176	50239 - Music Permit	\$ 800.00	\$ -	\$ 800.00	0.0%		
177	50241 - Alarm Permit	\$ 100.00	\$ -	\$ 100.00	0.0%		
178	50242 - Fish & Wildlife	\$ 68.50	\$ -	\$ 68.50	0.0%		
179	<b>Total Licenses and Permits</b>	<b>\$ 3,268.50</b>	<b>\$ 1,419.04</b>	<b>\$ 1,849.46</b>	<b>43.42%</b>	<b>\$ -</b>	
180	<b>Office Expenses</b>						
181	50270 - Copier Lease	\$ 10,700.00	\$ 3,605.15	\$ 7,094.85	33.69%		
182	50272 - Office Furniture	\$ 5,000.00	\$ 619.37	\$ 4,380.63	12.39%		
183	50273 - Office Supplies	\$ 10,000.00	\$ 6,772.44	\$ 3,227.56	67.72%		
184	50274 - PO Box	\$ 410.00	\$ -	\$ 410.00	0.0%		
185	50275 - Recycling/Shredding	\$ 300.00	\$ 145.00	\$ 155.00	48.33%		
186	50276 - Postage/Stamps	\$ 7,000.00	\$ 542.42	\$ 6,457.58	7.75%		
187	<b>Total Office Expenses</b>	<b>\$ 33,410.00</b>	<b>\$ 11,684.38</b>	<b>\$ 21,725.62</b>	<b>34.97%</b>	<b>\$ -</b>	
188	<b>Professional Fees</b>						
189	50190 - Auditing	\$ 32,000.00	\$ 16,990.00	\$ 15,010.00	53.09%		
190	50191 - Professional Services	\$ 50,000.00	\$ 26,930.50	\$ 23,069.50	53.86%		
191	50192 - Legal Fees	\$ 50,000.00	\$ 28,261.00	\$ 21,739.00	56.52%		
192	50196 - GASB 68	\$ 1,050.00	\$ 1,050.00	\$ -	100%		
193	50197 - GASB 74/75	\$ 7,000.00	\$ -	\$ 7,000.00	0.0%		
194	50198 - State Controller's Report	\$ 1,260.00	\$ -	\$ 1,260.00	0.0%		
195	50200 - Payroll Processing	\$ 6,500.00	\$ 2,723.95	\$ 3,776.05	41.91%		
196	50201 - Social Media	\$ 15,000.00	\$ 15,625.00	\$ (625.00)	104.17%		
197	<b>Total Professional Fees</b>	<b>\$ 162,810.00</b>	<b>\$ 91,580.45</b>	<b>\$ 71,229.55</b>	<b>56.25%</b>	<b>\$ -</b>	
198	<b>Public Relations</b>						
199	50280 - Business Cards	\$ 500.00	\$ 843.19	\$ (343.19)	168.64%		
200	50281 - Chamber Breakfast/Installation	\$ 5,000.00	\$ 2,154.53	\$ 2,845.47	43.09%		
201	50282 - Flowers	\$ 2,000.00	\$ 592.04	\$ 1,407.96	29.60%		
202	50283 - Flag Program	\$ 75.00	\$ -	\$ 75.00	0.0%		
203	50284 - Holiday Cards	\$ 300.00	\$ -	\$ 300.00	0.0%		
204	50285 - Marketing	\$ 3,000.00	\$ -	\$ 3,000.00	0.0%		
205	<b>Total Public Relations</b>	<b>\$ 10,875.00</b>	<b>\$ 3,589.76</b>	<b>\$ 7,285.24</b>	<b>33.01%</b>	<b>\$ -</b>	
206	<b>Repairs &amp; Maintenance</b>						
207	<b>Buildings</b>						
208	50298 - Equestrian Bldg	\$ 5,000.00	\$ -	\$ 5,000.00	0.0%		
209	50299 - Grange	\$ 10,000.00	\$ 5,537.77	\$ 4,462.23	55.38%		
210	50300 - NCCC	\$ 2,000.00	\$ 4,660.45	\$ (2,660.45)	233.02%		
211	50301 - Woman's Club	\$ 2,000.00	\$ 1,848.98	\$ 151.02	92.45%		
212	50302 - DT Ranch Property	\$ 2,000.00	\$ 17,201.57	\$ (15,201.57)	860.0%		
213	50303 - East Snack Bar	\$ 500.00	\$ -	\$ 500.00	0.0%		
214	50304 - West Snack Bar	\$ 500.00	\$ -	\$ 500.00	0.0%		
215	50305 - Maintenance	\$ 2,000.00	\$ 376.05	\$ 1,623.95	18.8%		
216	<b>Total Buildings</b>	<b>\$ 24,000.00</b>	<b>\$ 29,624.82</b>	<b>\$ (5,624.82)</b>	<b>123.44%</b>	<b>\$ -</b>	
217	<b>Field Equipment</b>						
218	50308 - Equipment - Fields	\$ 35,000.00	\$ 8,357.19	\$ 26,642.81	23.9%		
219	50309 - Fuel	\$ 10,000.00	\$ 4,400.78	\$ 5,599.22	44%		
220	50310 - Baseball Equipment	\$ 20,000.00	\$ -	\$ 20,000.00	0.0%		
221	<b>Total Field Equipment</b>	<b>\$ 65,000.00</b>	<b>\$ 12,757.97</b>	<b>\$ 52,242.03</b>	<b>123.4%</b>	<b>\$ -</b>	
222	<b>Grounds</b>						
223	<b>Fields</b>						
224	50321 - Chalk	\$ 800.00	\$ 482.12	\$ 317.88	60.27%		
225	50322 - Clay	\$ 2,500.00	\$ -	\$ 2,500.00	0.0%		
226	50323 - Field Topper	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
227	50324 - Quick Dry	\$ 250.00	\$ -	\$ 250.00	0.0%		
228	50325 - Restroom Repair	\$ 2,500.00	\$ 11,692.67	\$ (9,192.67)	416.04%		
229	50326 - Ready Mix Concrete	\$ 200.00	\$ -	\$ 200.00	0.0%		
230	50332 - Conditioner	\$ 4,000.00	\$ -	\$ 4,000.00	0.0%		
231	50333 - Fertilizer	\$ 3,500.00	\$ 1,232.69	\$ 2,267.31	35.22%		
232	50334 - Gypsum	\$ 2,500.00	\$ -	\$ 2,500.00	0.0%		
233	50335 - Seed	\$ 5,000.00	\$ 2,001.89	\$ 2,998.11	40.04%		
234	50336 - Soil Testing	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
235	50337 - Broadleaf	\$ 500.00	\$ -	\$ 500.00	0.0%		
236	50339 - Irrigation	\$ 3,000.00	\$ -	\$ 3,000.00	0.0%		
237	<b>Total Fields</b>	<b>\$ 26,750.00</b>	<b>\$ 15,409.37</b>	<b>\$ 11,340.63</b>	<b>52.8%</b>	<b>\$ -</b>	

**Beaumont-Cherry Valley Recreation and Park District  
Mid-Year Budget**

		FY 22/23 Approved 6/11/2022	FY 22/23 Actual as of 11/25/2022	FY 22/23 Differences	41.6%	Mid-Year Changes Request	Notes
238	50312 - Fertilizer	\$ 2,500.00	\$ 372.41	\$ 2,127.59	14.9%		
239	50313 - Irrigation	\$ 5,000.00	\$ 1,086.95	\$ 3,913.05	21.74%		
240	50314 - Pest Control	\$ 2,000.00	\$ 1,896.35	\$ 103.65	94.82%		
241	50315 - Playground	\$ 2,500.00	\$ -	\$ 2,500.00	0.0%		
242	50316 - Round-Up/Dye	\$ 3,000.00	\$ -	\$ 3,000.00	0.0%		
243	50317 - Sand	\$ 1,500.00	\$ -	\$ 1,500.00	0.0%		
244	50318 - Seed	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
245	50319 - Soil	\$ 500.00	\$ -	\$ 500.00	0.0%		
246	50327 - DG	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
247	50328 - Grounds Repair	\$ 20,000.00	\$ 11,203.64	\$ 8,796.36	56.02%		
248	50329 - Mulch Ground Cover	\$ 400.00	\$ -	\$ 400.00	0.0%		
249	50338 - Tree Trimming	\$ 10,000.00	\$ 8,400.00	\$ 1,600.00	84.0%		
250	<b>Total Grounds</b>	<b>\$ 76,150.00</b>	<b>\$ 38,368.72</b>	<b>\$ 37,781.28</b>	<b>48.69%</b>	<b>\$ -</b>	
251	50290 - Erosion Control	\$ 8,000.00	\$ -	\$ 8,000.00	0.0%		
252	50291 - Franco Gardens	\$ 1,000.00	\$ 850.00	\$ 150.00	85.0%		
253	50292 - Hazardous Material Disposal	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
254	50293 - Keys/Locks	\$ 1,000.00	\$ 816.93	\$ 183.07	81.69%		
255	50294 - Lights & Electrical	\$ 2,500.00	\$ -	\$ 2,500.00	0.0%		
256	50295 - RV Park	\$ 2,000.00	\$ 221.83	\$ 1,778.17	11.09%		
257	50296 - Sewer	\$ 1,500.00	\$ -	\$ 1,500.00	0.0%		
258	50306 - Dog Park	\$ 1,500.00	\$ 467.36	\$ 1,032.64	31.16%		
259	50320 - Horseshoe Pits	\$ 4,500.00	\$ 255.96	\$ 4,244.04	5.69%		
260	50330 - Tennis/Hockey Courts	\$ 500.00	\$ -	\$ 500.00	0.0%		
261	50331 - Bleacher Repairs	\$ 2,000.00	\$ -	\$ 2,000.00	0.0%		
262	<b>Total Repairs &amp; Maintenance</b>	<b>\$ 190,650.00</b>	<b>\$ 83,363.59</b>	<b>\$ 107,286.41</b>	<b>43.05%</b>	<b>\$ -</b>	
263	<b>Special Events Expense</b>						
264	50350 - 4th of July Celebration	\$ 8,500.00	\$ -	\$ 8,500.00	0.0%		
265	50351 - Fishing Derby	\$ 10,000.00	\$ 108.00	\$ 9,892.00	1.08%		
266	50352 - Joint Event Expense	\$ 10,000.00	\$ 3,241.97	\$ 6,758.03	32.42%		
267	50353 - Memorial Wall	\$ 6,000.00	\$ 1,245.19	\$ 4,754.81	20.75%		
268	50354 - Movies Under the Stars	\$ 3,000.00	\$ 980.00	\$ 2,020.00	32.67%		
269	50356 - Oktoberfest	\$ 40,000.00	\$ 72,757.85	\$ (32,757.85)	181.9%		
270	50358 - Pumpkin Carve	\$ 4,000.00	\$ 3,468.34	\$ 531.66	86.71%		
271	50359 - Spring Fling	\$ 5,000.00	\$ -	\$ 5,000.00	0.0%		
272	50360 - Tournaments	\$ 2,000.00	\$ 470.70	\$ 1,529.30	23.54%		
273	50361 - Welcome Home Vietnam Veterans	\$ 4,000.00	\$ -	\$ 4,000.00	0.0%		
274	50363 - Winterfest	\$ 20,000.00	\$ 2,275.73	\$ 17,724.27	11.38%		
275	50364 - Arbor Day	\$ 2,000.00	\$ -	\$ 2,000.00	0.0%		
276	50365 - Beer & Brat Festival	\$ 8,000.00	\$ -	\$ 8,000.00	0.0%		
277	50367 - Misc. City of Beaumont Events	\$ -	\$ 400.58	\$ (400.58)	100%		
278	50369 - Cinco De Mayo	\$ 8,000.00	\$ -	\$ 8,000.00	0.0%		
279	50370 - 1K/5K Fun Run	\$ 5,000.00	\$ -	\$ 5,000.00	0.0%		
280	<b>Total Special Events Expense</b>	<b>\$ 135,500.00</b>	<b>\$ 84,948.36</b>	<b>\$ 50,551.64</b>	<b>62.69%</b>	<b>\$ -</b>	
281	<b>Telephone &amp; Internet</b>						
282	50400 - Telephone/Internet	\$ 10,000.00	\$ 4,283.90	\$ 5,716.10	42.84%		
283	50401 - Wireless Phones	\$ 8,000.00	\$ 3,779.97	\$ 4,220.03	47.2%		
284	<b>Total Telephone &amp; Internet</b>	<b>\$ 18,000.00</b>	<b>\$ 8,063.87</b>	<b>\$ 9,936.13</b>	<b>44.8%</b>	<b>\$ -</b>	
285	<b>Utilities</b>						
286	50390 - Electricity	\$ 85,000.00	\$ 49,193.30	\$ 35,806.70	57.87%		
287	50391 - Gas	\$ 7,000.00	\$ 789.58	\$ 6,210.42	11.28%		
288	50392 - Sewer	\$ 20,000.00	\$ 313.42	\$ 19,686.58	1.57%		
289	50393 - Trash	\$ 30,000.00	\$ 9,519.95	\$ 20,480.05	31.73%		
290	50394 - Water	\$ 50,000.00	\$ 33,817.90	\$ 16,182.10	67.64%		
291	50395 - Propane	\$ 5,000.00	\$ 749.30	\$ 4,250.70	14.99%		
292	<b>Total Utilities</b>	<b>\$ 197,000.00</b>	<b>\$ 94,383.45</b>	<b>\$ 102,616.55</b>	<b>47.91%</b>	<b>\$ -</b>	
293	<b>Vehicle Expenses</b>						
294	50375 - Chevy	\$ 2,500.00	\$ -	\$ 2,500.00	0.0%		
295	50376 - Fuel	\$ 16,000.00	\$ 8,209.56	\$ 7,790.44	51.31%		
296	50377 - Mileage	\$ 300.00	\$ 301.50	\$ (1.50)	100.50%		
297	50378 - Chevy Malibu	\$ 1,000.00	\$ 408.48	\$ 591.52	40.85%		
298	50379 - Ford - F350	\$ 4,500.00	\$ 20.00	\$ 4,480.00	0.44%		
299	50380 - Ford - F550	\$ 2,500.00	\$ 3,981.20	\$ (1,481.20)	159.25%		
300	50382 - Trailer	\$ 1,000.00	\$ -	\$ 1,000.00	0.0%		
301	50383 - Water Trailer	\$ 2,000.00	\$ -	\$ 2,000.00	0.0%		
302	50384 - Chevy Traverse	\$ 2,000.00	\$ 83.73	\$ 1,916.27	4.19%		
303	50385 - Ford - F150 XLT	\$ 3,000.00	\$ -	\$ 3,000.00	0.0%		
304	<b>Total Vehicle Expenses</b>	<b>\$ 34,800.00</b>	<b>\$ 13,004.47</b>	<b>\$ 21,795.53</b>	<b>37.37%</b>	<b>\$ -</b>	
305	50100 - Car Allowance	\$ 6,000.00	\$ 2,538.47	\$ 3,461.53	42.31%		
306	50408 - Staff Picnic/BBQ	\$ 3,000.00	\$ -	\$ 3,000.00	0.00%		
307	50409 - Staff Holiday Party	\$ 9,000.00	\$ 5,800.00	\$ 3,200.00	64.44%	\$ 350.00	
308	50410 - Employee of the Quarter	\$ 4,000.00	\$ 908.90	\$ 3,091.10	22.72%		
309	50411 - Equipment Purchases	\$ 155,000.00	\$ -	\$ 155,000.00	0.00%		
310	50412 - Grounds Equipment	\$ 7,000.00	\$ 10,266.89	\$ (3,266.89)	146.76%		
311	50413 - Adult Softball Expense	\$ 25,000.00	\$ 9,120.00	\$ 15,880.00	36.48%		
312	50414 - Advertising & Publicity	\$ 1,000.00	\$ 356.64	\$ 643.36	35.66%		
313	50415 - Awards & Recognition	\$ 1,000.00	\$ -	\$ 1,000.00	0.00%		
314	50417 - Business Meals	\$ 7,000.00	\$ 3,550.55	\$ 3,449.45	50.72%		
315	50418 - Computer Equip. & Maintenance	\$ 20,000.00	\$ 2,590.01	\$ 17,409.99	12.95%		
316	50420 - Meeting Expense	\$ 5,000.00	\$ 962.94	\$ 4,037.06	19.26%		

**Beaumont-Cherry Valley Recreation and Park District  
Mid-Year Budget**

		FY 22/23 Approved 6/11/2022	FY 22/23 Actual as of 11/25/2022	FY 22/23 Differences	41.6%	Mid-Year Changes Request	Notes
317	50421 - Safety	\$ 10,000.00	\$ 6,558.03	\$ 3,441.97	65.58%		
318	50423 - Signage	\$ 5,000.00	\$ -	\$ 5,000.00	0.00%		
319	50427 - Field Wars	\$ 2,000.00	\$ 1,636.76	\$ 363.24	81.84%	\$ (350.00)	Move \$350.00 to Holiday Party
320	50600 - DT Ranch Property	\$ 5,000.00	\$ 4,437.00	\$ 563.00	88.74%		
321	<b>Total Expenses</b>	<b>\$ 2,956,105.50</b>	<b>\$ 1,335,860.72</b>	<b>\$ 1,620,244.78</b>	<b>44.71%</b>	<b>\$ 35,000.00</b>	
322	<b>Other Income</b>						
323	40400 - Interest Income	\$ 500.00	\$ 109.73	\$ 390.27	21.9%		
324	<b>Total Other Income</b>	<b>\$ 500.00</b>	<b>\$ 109.73</b>	<b>\$ 390.27</b>	<b>21.9%</b>	<b>\$ -</b>	
325	<b>Capital Expenditures</b>						
326	50020 - Field #1 Improvements	\$ -	\$ 26,566.92	\$ (26,566.92)	100%		
327	<b>NCCC Additional Improvements</b>						
328	50062 - Interior Improvements	\$ -	\$ 26,863.14	\$ (26,863.14)	100%		
329	<b>Total NCCC Additional Improvements</b>	<b>\$ -</b>	<b>\$ 26,863.14</b>	<b>\$ (26,863.14)</b>	<b>100%</b>	<b>\$ -</b>	
330	50032 - Transition Plan ADA	\$ 80,000.00	\$ -	\$ 80,000.00	0.0%		
331	50035 - Field #2 Improvements	\$ 25,000.00	\$ 15,388.27	\$ 9,611.73	61.60%		
332	50036 - Field #3 Improvements	\$ 25,000.00	\$ 15,138.40	\$ 9,861.60	60.60%		
333	<b>Bogart Park Capital Improvements</b>						
334	50078 - Bogart Day Use Parking Lot	\$ -	\$ 1,384.00	\$ (1,384.00)	100%		
335	50084 - Bogart Sewer Line Extension	\$ -	\$ 32,886.66	\$ (32,886.66)	100%		
336	50086 - Bogart Pond	\$ -	\$ 48,574.88	\$ (48,574.88)	100%		
337	50095 - Maintenance Shop	\$ -	\$ 74,199.69	\$ (74,199.69)	100%		
338	50097 - Bogart Pavilion	\$ -	\$ 7,413.09	\$ (7,413.09)	100%		
339	50703 - Bogart Meadow Irrigation	\$ -	\$ 34,568.22	\$ (34,568.22)	100%		
340	<b>Total Bogart Park Capital Improvements</b>	<b>\$ -</b>	<b>\$ 199,026.54</b>	<b>\$ (199,026.54)</b>	<b>100%</b>	<b>\$ -</b>	
341	50066 - Collegiate Playground Area	\$ 30,000.00	\$ 31,371.98	\$ (1,371.98)	104.60%		
342	50096 - Grange Block Wall/Fencing	\$ -	\$ 500.00	\$ (500.00)	100%		
343	50705 - NCCC Door Swipe Entry	\$ 30,000.00	\$ -	\$ 30,000.00	0.0%		
344	50706 - Restroom Automatic Locking System	\$ 70,000.00	\$ -	\$ 70,000.00	0.0%		
345	50707 - Radios/Repeaters	\$ -	\$ 4,215.30	\$ (4,215.30)	100%		
346	50708 - Field #1R ADA Walkway/Parking	\$ -	\$ 68,783.17	\$ (68,783.17)	100%		
347	50709 - BBQ Pit	\$ -	\$ 18,766.65	\$ (18,766.65)	100%		
348	50710 - Field #4 Fencing	\$ -	\$ 17,705.00	\$ (17,705.00)	100%		
349	<b>Total Capital Expenditures</b>	<b>\$ 260,000.00</b>	<b>\$ 424,325.37</b>	<b>\$ (164,325.37)</b>	<b>163.7%</b>	<b>\$ -</b>	
350	<b>Net Income</b>	<b>\$ (1,113,582.00)</b>	<b>\$ (1,344,938.75)</b>	<b>\$ 231,356.75</b>		<b>\$ (35,000.00)</b>	



# BEAUMONT CHERRY VALLEY RECREATION AND PARK DISTRICT



## POLICY AND PROCEDURES MANUAL

**Title:** Assistant General Manager/Human Resources Administrator

**Dated:** December 14<sup>th</sup>, 2022

**Salary Range:** \$115,000.00 – 138,000.00

### **DEFINITION**

The Assistant General Manager/Human Resources Administrator (AGM/HRA) is an exempt, “Full Time” employee who serves under the administrative directions of the General Manager. The AGM/HRA is subject to the “safety sensitive” guidelines of the District. The AGM/HRA performs a full range of complex duties related to park district operations. The Assistant General Manager/Human Resources Administrator is the Executive Officer of the District. He/she has exclusive management and control of the operations of the District, subject to approval by the General Manager, and provides day-to-day leadership for the District. He/she has responsibility and control over all property of the District. The AGM/HRA is an at-will employee of the General Manager. The AGM/HRA duties often require him/her to work with highly sensitive and confidential information, and therefore the AGM/HRA job requires confidentiality as to that information.

The AGM/HRA must be versatile and will provide professional and technical staff leadership to all departments of the District. The primary schedule of the AGM/HRA will be Monday – Friday; however the AGM/HRA must be available evenings, weekends and special events. This position interfaces frequently with public officials, local agencies, other private/public organizations and the general public.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the General Manager.  
Exercises general supervision over District staff.

### **ESSENTIAL FUNCTIONS**

- Develops and implements the mission goals, policies and procedures. Institute measures to insure that Board policies are carried out in a manner which will best serve community interests.

- Carry into effect the policies of the District, including planning the short, medium and long term goals of the District. He/she shall translate the goals and objectives of the Board to the community.
- Identify resource needs; develops and implements policies and procedures required for effective implementation.
- Identify, develop and facilitate new revenue enhancements, both short-term and long-term from but not limited to tax revenues, assessments, etc. Plan, develops and implements.
- Attend all meetings of the District's Board and such other meetings as the Board specifies. Make oral and written presentations to the Board.
- State, County and Local reporting requirements.
- Develop, present and manage the Annual Budget and revenue/expenditure forecasting.
- Employ such employees, as he/she deems necessary for the proper administration and operations of the District. His/her personnel management goal will be to provide a motivating work climate for District employees.
- Facilitate employee evaluations.
- He/she maintains cordial relations with all persons and attempts to resolve all public and employee complaints. He/she shall encourage participation in the affairs of the District.
- Reviews and applies new or revised laws, regulations, and accounting standards.
- Administers capital improvement projects. Coordinates projects and works with contractors, consultants, engineering firms, outside agencies, etc.
- Plans, organizes and conducts a comprehensive risk management program. Responsible for safety programs. Identify and resolve safety issues.
- Carries out competitive bid procedures.
- Writing and administers grants.
- Master Plan update and development of park standards.
- Supervise all functions and operations for the Districts non-profit corporation and provide for the staffing required for operations and management.
- Maintain the District's Human Resources information concerning benefits, payroll and policies and acts as the District contact for employees seeking such information.
- Arranging and conducting of new hires including locating and hiring of new personnel.
- Oversee completion and review of payroll.
- Determine a succession planning strategy to preserve the Districts knowledge and productivity in the event of employee absence or staff turnover.
- Create department procedures to identify critical tasks and skills needed to ensure tasks are completed accurately.
- Oversee leave issues and resolve employee concerns regarding such issues.
- Oversee the Districts CalPERS retirement program.
- Track and report employee benefits, including health, dental, vision, Colonial Life Insurance, 457 plans, Cal-Cobra and open enrollments.

- Track and audit vacation, sick leave, personal time off and compensatory time.
- Maintain personnel files.
- Maintain the Districts Department of Justice (DOJ) files; Act as Custodian of Records for employees and contract instructors.
- Respond and submit verification requests.
- Research, create and revise job descriptions.
- Research and update salary schedules.
- Responsible for the Districts Workers Compensation; Reporting and follow through of claims.
- Responsible for the Districts accident and Incident investigations and follow through of claims.
- Responsible for maintaining and scheduling employee required training such as AED/First Aid/CPR and education/tuition assistance.
- Maintain the Department of Motor Vehicles pull notice program.
- Respond to Public Records Request.
- Respond to Garnishments, subpoenas and surveys.
- Responsible for the Districts required reporting of:
  - State Controllers Compensation report.
  - Conflict of Interest Code.
  - Handling, processing and retention of Statement of Economic Interest's.
  - GASB 45/43 Reporting
  - Actuarial Valuation.
  - Estimated Payroll Report
  - Rating Questionnaire
  - Annual Liability & Workers Compensation Report

## **MARGINAL FUNCTIONS**

- Fundraising.
- Perform other duties, special projects and responsibilities as required.
- Update and revise employee handbook pursuant to instructions from the Board, Personnel Committee and Counsel and review with staff
- Consult with legal counsel regarding human resources issues.
- Create or update missing or outdated policies and procedures as determined by the General Manager. (e.g. IIPP – Injury, Illness, and Prevention Program)
- Attend related conferences, seminars and trainings at the direction of the General Manager
- Devise/ update department forms to improve efficiency of workflow
- Cross train in other departments of the District
- Maintain Employee Suggestion Box
- Audit employee check out log
- Assist with CAPRI Quarterly Safety reporting and Districts CAPRI Visitation
- Attend Board meeting and other meetings of the District and prepare reports pertaining to those meetings as determined by the General Manager.
- Provide administrative assistance to the General Manager.

- Professional interaction with Board and staff.

## **QUALIFICATIONS:**

**Education:** Must possess at time of hire, a Baccalaureate Degree from an accredited college or university in Public Administration, Recreation Administration or a closely related field. A Master's degree in a related field is highly desirable. Additional top executive administration in government may substitute for some of the education requirements.

**Experience:** Any combination of experience and training that provides the required knowledge and abilities are qualifying. A typical way to obtain the knowledge and abilities would be:

- 5 years of experience in the principles and practices of public administration, including personnel management, human resources, risk management and payroll.
- Fiscal management, including budget preparation and cost control methods.
- Writing and administering grants.
- Contract Administration.
- 3 years of experience in project management.

### **Other Requirements:**

- Must possess and maintain a CA driver's license and insurance.
- Must possess defibrillator, First Aid/CPR (Infant, Child & Adult) certification within six months of hire.
- Must pass fingerprint and background check.
- Dress in an appropriate manner consistent with job expectations.

### **Knowledge of:**

- Public administration.
- Parks and Recreation Management.
- Public administration, budgeting principles, public policies and economics.
- Tax revenues and special assessments.
- Health, fire, safety codes and emergency procedures.
- Advanced computer skills.
- Principles, practices, methods, equipment, and technology used in facilities design, construction and project management, inspection, facility repair and real estate, right-of-way and property management activities.
- Strong fiscal and budgeting skills.
- Grant writing and administration.
- Contract writing and contract administration.
- Employee relations, payroll, risk management and personnel management.
- Occupational hazards and appropriate safety measures. OSHA requirements and safe and efficient work practices.
- Applicable federal, state and local laws and ordinances including California Environmental Quality Act (CEQA) and GASB governmental accounting

standards. Knowledge of Parks, Progress, and Public Policy, SB 707 and Recreation & Park District Law.

- Effective communication and problem solving.
- Positive public relations etiquette. Skilled in public speaking.
- Health, fire, safety codes, security and emergency procedures affecting the use of District facilities.
- Time management and effective scheduling.

**Ability to:**

- Prepare annual budgets.
- Prepare long-term revenue/outlay plans.
- Analyze areas that warrant “consultant” type expertise and produce recommendations accordingly.
- Supervise and direct personnel.
- Communicate and presenting ideas effectively verbally and in writing.
- Identify key issues in complex situations, evaluate options, and initiate strategies for resolution.
- Establish and maintain effective working relationships with personnel, staff, public officials, community groups and the general public.
- Meet and serve the public courteously and efficiently.
- Prepare comprehensive and accurate reports.
- Work effectively with sensitive and confidential information in a political environment.
- Read and interpret plans, blueprints and specifications.
- Understand, identify and resolve safety issues.
- Adjust to shifting priorities and timelines.
- Work as part of a team.
- Read, write, and communicate the English language at a level necessary for efficient job performance in a group setting, one on one, or communication on the phone. Communicate effectively in oral and written form.
- Understand, identify and resolve safety issues.
- Manage multiple projects simultaneously. Strong organizational and time management skills. Coordinate, prioritize and work under time pressures.
- Work irregular shifts, holidays, and weekends as assigned.
- Identify, understand and be respectful of diverse populations and cultural backgrounds, as well as age and physical ability needs and differences.

**PHYSICAL REQUIREMENTS**

Ability to communicate orally with the Board of Directors, staff, and the public. Regularly use a telephone for communication. Use office equipment such as a personal computer, copier and facsimile machine and calculator. Sit and/or stand for extended time periods. Hearing and vision required to be within normal ranges. Required to carry, push, pull, reach, lift, walk, climb, bend and lift up to 50 lbs. routinely. Occasionally stoop, kneel or crouch. Sufficient manual dexterity required to operate equipment. Read at or above the equivalent to the twelfth grade level.

## **CONDUCT STANDARD**

A successful candidate must have the ability to communicate orally with the Board of Director's, staff, and the public during meetings, events and work day. Regularly use a telephone for communication. Use office equipment such as a personal computer, copier and facsimile machines. Possess an excellent working relationship with outside agencies.

## **ENVIRONMENT**

The working environment will vary from the office and outside environment, which may include in inclement weather such as rain, wind, heat and cold. Some travel to events, training and community meetings will be required during and after hours.



**Staff Report**

Agenda Item No. **3.6**

**To:** Board of Directors:

**From:** Nancy Law, Executive Assistant

**Via:** Duane Burk, General Manager

**Date:** December 14<sup>th</sup>, 2022

**Subject:** Approval of 10 Year Capital Improvement Needs List

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**Background and Analysis:**

On March 28th, 2018 the Board of Directors approved a Developer Impact Fee for future capital improvements.

On May 10<sup>th</sup>, 2018 the Board approved a 10-year Capital Improvement program that was identified as the needs list in David Taussig & Associates Nexus Study. Moreover, from this list staff has completed the Collegiate Playground Area, Exercise Area, Restrooms at Field #7 and ADA Dog Park walkways.

Currently, staff has identified additional 10 year needs of the District by facility for the Boards consideration. The list will be reviewed annually during our fiscal year budget review, at that time the list can be modified by the Board if the majority wishes to modify the items.

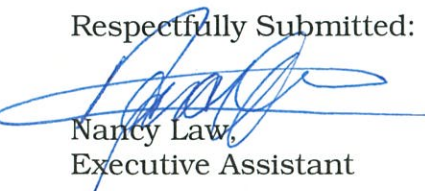
**Fiscal Impact:**

At this time there is no fiscal impact, however as fees are collected they will be added to a line item in the District's Budget and will be audited annually. Also, only a percentage of the fee collected will be allocated to each item. Staff will utilize other funding in the budget to construct the improvement with Board approval.

**Recommendations:**

Staff recommends that the Board review, comment and approve the 10-year Capital Improvement Needs List.

Respectfully Submitted:

  
Nancy Law,  
Executive Assistant



# Beaumont-Cherry Valley Recreation and Park District

## 10 Year Capital Improvement Needs List

### Current Requests

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





# Beaumont-Cherry Valley Recreation and Park District

10 Year Capital Improvement Needs List

## Current Requests

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



**Beaumont-Cherry Valley Recreation and Park District**  
10 Year Capital Improvement Needs List

Facility	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Funding
<b>A. Park Facilities</b>											
Collegiate Field										\$ 4,489,815	
Collegiate Activity Area					\$ 345,790						
Basketball Court	\$ 80,325										
Collegiate Warm Up Areas/Open Space							\$ 492,756				
Southern California Edison Improvements								\$ 1,222,991			
Parking Improvements									\$ 1,929,244		
Equestrian Camp Spots						\$ 464,305					
Existing Park Expansions (Field #8)	\$ 265,100										
Ball Field #7 Lighting				\$ 336,000							
Open Space Improvements			\$ 296,635								
<b>B. Community Centers</b>											
Community Center Expansion						\$ 1,498,500					
Activity Center Building						\$ 952,000					
Community Center Exercise Area						\$ 46,531					
<b>C. Trails</b>											
Horse Trail								\$ 640,000			
Park Trail				\$ 188,580							
<b>Totals</b>	<b>\$ 345,425</b>	<b>\$ -</b>	<b>\$ 296,635</b>	<b>\$ 524,580</b>	<b>\$ 345,790</b>	<b>\$ 2,961,336</b>	<b>\$ 492,756</b>	<b>\$ 1,862,991</b>	<b>\$ 1,929,244</b>	<b>\$ 4,489,815</b>	<b>\$ -</b>

Facility	2019	2020	2021	Completed Date
<b>A. Park Facilities</b>				
Collegiate Playground Area			\$ 267,300	Completed 2022
Collegiate Exercise Area	\$ 92,735			Completed 2021
Restroom Field #7	\$ 60,000			Completed 2020
Dog Park Walkways	\$ 15,360			Completed 2021
<b>Totals</b>	<b>\$ 168,095</b>	<b>\$ -</b>	<b>\$ 267,300</b>	

COVID



**Staff Report**

Agenda Item No. **3.7**

**To:** Board of Directors

**From:** Nancy Law, Executive Assistant

**Via:** Duane Burk, General Manager

**Date:** December 14<sup>th</sup>, 2022

**Subject:** Consideration to Waive Snack Bar Fees for BYB/SB

**Background and Analysis:**

On November 10<sup>th</sup>, 2021 Board approved the Facility Use License Agreement for Beaumont Youth Baseball/Softball. In the agreement BYB/SB requested the use of the snack bars and would pay a monthly rent of \$600.00 each for the use. During the regular season February thru July the District provides the snack bars for one dollar.

In the past year the District has not been hosting baseball or softball tournaments which BYB/SB would open the snack bars during those tournaments; as a result, their income has been reduced. Therefore, the BYB/SB Board respectfully is requesting a waiver of rent owed. Attached Exhibit A is their request.

**Fiscal Impact:**

(\$2000.00) waived in fees and any additional fees the Board may waive. Also the District pays for the utilities for these buildings.

**Recommendations:**

Staff recommends that the Board review, comment and give direction

Respectfully Submitted,

  
Nancy Law  
Executive Assistant

# BYB/BCVRPD

## Snack Bar fees

November 1, 2022

We are requesting to waive the off season rental rates for both East and West snack bars if not used. If there are no tournaments they are not open. As funds are limited due to the lack of league use, there is no way to generate funds.

We would like to waive the West kitchen for all the months of July thru January 2022-2023. We have not had that open for the last 3 years. We will still pay the alarm fees.

The East snack bar waive the months August & September 2022. Also all months thru January 2023 that the snack bar is not open. We will still pay the electrical, alarm, propane.

Per Facility use

Spring rental rates East \$1.00 West \$167.00 February – July

Fall rental rates East \$600.00 West \$ 600.00 August- January

Both include charges for alarm, electrical, propane.

**Beaumont Cherry Valley Recreation  
& Park District**

PO Box 490  
390 W Oak Valley Parkway  
Beaumont, CA 92223

# Invoice

Date	Invoice #
9/12/2022	1196

Bill To
Beaumont Youth Baseball 10590 Winesap Ave Cherry Valley, CA 92223

Terms	Account #
Due on receipt	BYB2017

Quantity	Description	Rate	Amount
1	East Snack Bar July 2022 Rental	600.00	600.00
1	West Snack Bar July 2022 Rental	600.00	600.00
1	Snack Bar Electricity 6/21/2022 - 7/20/2022	169.76	169.76
1	Ferrell Gas - 7/6/2022 - #1119734602	213.91	213.91
1	Ferrell Gas - 7/6/2022 - #1119954457	535.39	535.39
1	Snack Bar West (Alarm)	25.00	25.00
1	Snack Bar East (Alarm)	40.00	40.00

$$\begin{array}{r}
 2184.06 \\
 - 600.00 \\
 \hline
 1584.06
 \end{array}$$

Phone #	Fax #	E-mail
951-845-9555	951-845-9557	nancy@bcvparks.com

**Total            \$2,184.06**

*Thank you for your Business*

**Beaumont Cherry Valley Recreation  
& Park District**  
 PO Box 490  
 390 W Oak Valley Parkway  
 Beaumont, CA 92223

# Invoice

Date	Invoice #
9/12/2022	1197

Bill To
Beaumont Youth Baseball 10590 Winesap Ave Cherry Valley, CA 92223

Terms	Account #
Due on receipt	BYB2017

Quantity	Description	Rate	Amount
1	East Snack Bar August 2022 Rental	600.00	600.00
1	West Snack Bar August 2022 Rental	600.00	600.00
1	Snack Bar Electricity 7/21/2022 - 8/18/2022	146.12	146.12
1	Snack Bar West (Alarm)	25.00	25.00
1	Snack Bar East (Alarm)	40.00	40.00
1	SRS Electric - 4/18/2022 - Invoice #1976 (Hood Motor Short Out) Repair	130.00	130.00

$$\begin{array}{r}
 1541.12 \\
 - 1200.00 \\
 \hline
 341.12
 \end{array}$$

Phone #	Fax #	E-mail
951-845-9555	951-845-9557	nancy@bcvparks.com

**Total            \$1,541.12**

*Thank you for your Business*



**Staff Report**

Agenda Item No. **3.8**

**To:** Board of Directors

**From:** Nancy Law, Executive Assistant

**Via:** Duane Burk, General Manager

**Date:** December 14<sup>th</sup>, 2022

**Subject:** Acceptance of Purchase of the House at Danny Thomas Ranch from the Improvement Corporation.

**Background and Analysis:**

On December 28<sup>th</sup>, 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.

On June 8<sup>th</sup>, 2022 the Board approved Resolution #2022-01 accepting the transfer of 121 Acres of land from the Improvement Corporation. The Foundation did not transfer approximately 2 acres of the land that contains the single family residence.

Staff recommends accepting the purchase of the 2 acres containing the single family residence.

**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 purchase of the 2 acres of property from the Improvement Corporation.

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: Verbal – Executive Assistant**

**Date: December 14<sup>th</sup>, 2022**

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**Employees:**

We have 27 employees;

• **New Hires**

- Zack Jellsey - Part-Time, Maintenance I
- Breana Morris – Part-Time, Special Projects

**Reports:**

**Workers Compensation- Cases/Incidents/Accidents** – No open cases. It has been 324 days since our last employee accident.

**Other:**

- 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.

**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:** December 14<sup>th</sup>, 2022

---

The Finance Committee met Monday, December 12<sup>th</sup>, 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 8<sup>th</sup>, 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.

**Additional items:**

- ❖ Executive Assistant is worked of Public Records Requests.
- ❖ Executive Assistant has submitted the CDBG 23/24 Application on November 18<sup>th</sup>, 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.

**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:** December 14 , 2022

**Facility Users:**

COVID-19 Testing Facility at the Woman's Club will continue through December 31, 2022.

**Past District Events:**

The District participated in this year City Veteran's Parade on November 11<sup>th</sup>. 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 28<sup>th</sup> 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 29<sup>th</sup> Annual Winterfest was held on December 2<sup>nd</sup> and 3<sup>rd</sup> 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.

**District Events:**

We will continue to have more exciting events for 2023

**Community Events/Meetings/Networking:**

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.

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

Respectfully Submitted,

Lilian Averette

Activities Coordinator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

**To:** Chairman and Board of Directors  
**From:** Aaron Morris, Assistant Maintenance Superintendent  
**Date:** 11/14/2022

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**Report:**

Good Evening Board,

Here are a few items the Maintenance Department has been working on.

**Work Items:**

- 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 4<sup>th</sup> Quarter Safety Committee Packet for the end of the year.

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

Respectfully Submitted,

Aaron Morris  
Assistant Maintenance Superintendent



## BEAUMONT-CHERRY VALLEY

### RECREATION & PARK DISTRICT

#### Department Report

**To:** Chairman and Board of Directors  
**From:** Dodie Carlson, Athletic Coordinator  
**Date:** December 8, 2022

---

#### Reports:

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.

#### Other:

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.

This report is for informational purposes only.

Respectfully Submitted,

Dodie Carlson, Athletic Coordinator





