



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, October 14, 2020, 5:00 PM
Noble Creek Community Center 390 W. Oak Valley Parkway Beaumont, CA 92223**

AGENDA

www.bcvparks.com

PUBLIC PARTICIPATION BY TELECONFERENCE ONLY

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting by teleconference only. 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. There will be no public physical location for attending this meeting in person. The District's Board meeting room will be closed to the public until further notice.

The Regular Session is available by calling: 1(623) 404-9000. Meeting ID: 471-749-1599

You can also join the meeting from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/4717491599>

DISTRICT CLOSED SESSION – None

BEAUMONT CHERRY VALLEY RECREATION AND PARK IMPROVEMENT CORPORATION (BCVRPIC): None

WORKSHOP SESSION: None

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

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

Invocation:

Pledge of Allegiance:

Presentations: None

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 RingCentral, you may submit comments and/or questions in writing for the Board's consideration by sending them to janet@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 September 9, 2020

2.2 Minutes of September 23, 2020

2.3 Bank Balances September 2020

2.4 Warrants for September 2020

2.5 Approval of FY 18/19 Draft Audit

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

3.1 Approval of Revised Fifth Amendment to Employment Agreement, General Manager

3.2 Approve Destruction of Records

3.3 Resolution #2020-04 Approval of BCVRPD Debt Management Policy

3.4 Resolution #2020-05 Authorizing the Execution and Delivery of an Installment Sale Agreement and Authorizing and Directing Certain Actions in Connection with the Acquisition and Construction of Park Improvements

DEPARTMENT REPORTS:

Human Resources Administrator/Clerk of the Board: Janet Covington

Financial Services Technician/Office Manager: Nancy Law

Activities Coordinator: Kyle Simpson

Maintenance Foreman: Aaron Morris

General Manager: Duane Burk

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Library.

- Finance – 1st Thursday of Every Month 5:00 pm NCCC.

- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30 pm

- BCVRPD Board Meeting Schedule, NCCC

November 12, 2020 (**Thursday**)

December 9, 2020

January 13, 2020 – **Starts at 4:00pm**

5.2. Upcoming Holidays

Wednesday, November 11, 2020 – Veteran's Day

Thursday/Friday, November 26 & 27, 2020 – Thanksgiving

Thursday/Friday, December 24 & 25, 2020 – Christmas

5.3. Events

- Beaumont Woman's Club COVID-19 Testing has been extended through October 31, 2020).

DIRECTORS MATTERS/COMMITTEE REPORTS

6. ADJOURNMENT:

Any person with a disability who requires accommodations in order to participate in the meeting should telephone Janet Covington 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 the Beaumont-Cherry Valley Recreation and Park District and the foregoing agenda was posted at the District office and District web site October 9, 2020

Janet D Covington, Human Resources Administrator/Clerk of the Board



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS**

Wednesday, September 9, 2020

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

MINUTES

www.bcvparks.com

PUBLIC PARTICIPATION WAS BY TELECONFERENCE ONLY

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20, the Beaumont Cherry Valley Recreation & Park District conducted this meeting by teleconference.

DISTRICT CLOSED SESSION – Closed Session to Begin at 5:00 pm (1 Item)

Closed session began at 5:01 pm.

Conference with Legal Counsel

Roll Call:

Director De La Cruz: via teleconference

Director Ward: via teleconference

Treasurer Diercks: Present

Vice-Chair/Secretary Flores: Present

Chairman Hughes: Present

1. Public Employee Performance Evaluation Pursuant to Government Code Section 54957

Title: General Manager

Closed session ended at 5:45 pm.

Legal Counsel, Joe Ortiz reported no action taken.

BEAUMONT CHERRY VALLEY RECREATION AND PARK IMPROVEMENT CORPORATION (BCVRPIC): None

WORKSHOP SESSION: None

REGULAR SESSION: Regular Session to Begin at 5:30 pm

Regular session was opened in honor of Kathy Wagner at 5:45pm.

Roll Call:

Director De La Cruz: via teleconference

Director Ward: Absent, Left the meeting

Treasurer Diercks: Present

Vice-Chair/Secretary Flores: Present

Chairman Hughes: Present

Invocation: The invocation was given by Duane Burk

Pledge of Allegiance: Joseph Ortiz led the pledge of allegiance

Sang Happy Birthday to District Counsel, Joseph Ortiz and anyone who had current birthdays.

Chairman Hughes said Kathy was always around the baseball park and did the financial for Beaumont Youth Baseball. He has known her for thirty-two years, she was an asset to not only Beaumont Youth Baseball but also the community, and she will be missed dearly. She was a great person to know and was always lending a helping hand in all kinds of things.

Treasurer Diercks commented on Kathy Wagner. Chris said that Kathy was on the Beaumont Youth Baseball board for approximately thirty-five years. She received the Citizens of the Year award in 2007. She did a lot for the community. She was on several committees throughout the community including the Make a Wish Foundation and the Cherry Festival. She was a wonderful lady with a warm heart. She made sure kids who couldn't afford to play baseball or softball were able to play. She was a very good community person.

Dodie Carlson commented on Kathy Wagner. She said Kathy was involved with so many things. She was with BYB for 34-36 years, Winter Wish, Soroptimist and Cherry Valley Bow Hunters to name a few. She gave so much time to everybody in both the business world and her free time. Kathy was always traveling somewhere with her family, but a lot of special trips with daughter Jamie and her sister. She remembered one time about 12-15 years ago BYB had a board meeting in what is now Janet's office and for whatever reason the front gates were closed and when you go there as much as we do, we are kind of on autopilot whipping into the park and that is what she did and she t-Boned the gate. She recalls Kathy was fine but her Toyota was totaled. She said she misses Kathy at Beaumont Youth Baseball every day. She was a calm and soothing sole. Another favorite Kathy story was the Virginia Tee shirts. As the league progressed over time and uniforms got fancier, Kathy would talk about the team from little ole Beaumont who went back east to play on a shoestring budget. They had homemade Tee shirts and Costco mega boxes of cereal. It wasn't about what you wore it was how you played on the field. Kathy's favorite time to be in the park was at the end of a day of games or a tournament when it was quiet after everyone had all gone home, she would get to have her Nachos and Sugar Babies, she would say this has been a great day. Dodie said that Kathy Wagner passed away peacefully at home with her family and she was one of the most generous and classiest ladies she has ever met.

Presentations: None

Adjustments to Agenda: None.

1. PUBLIC COMMENT:

Georgian Hamilton – She asked if Marty was going to continue to work for the park and how she could find out that information.

Susan Schroeder - She wanted to address issues with Marty, the camp host at Bogart. She said she live adjacent to the maintenance yard and has had several issues with Marty. He took out 12 feet of their fence when he hit a tree with his motorhome. He also caused a fire the following night. She said she does not understand why he is there and asked what we planned to do to try to alleviate the problems. She said she has spoken with Duane and Aaron and asked for an investigation to the cause of the fire and they are concerned for the safety of their property because there are a lot of dry weeds. She would like the area and dry weeds cleaned up by his motorhome. Susan asked to be kept abreast of what is going on. Duane will call her and Ted after the meeting.

Ted Schroeder – He wanted to verify if Marty was an employee or is he just someone staying on property because in the past the County had required hosts to work 20 hours per week and he does not see that happening.

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 August 12, 2020
- 2.2 Bank Balances August 2020
- 2.3 Warrants for August 2020

General Manager, Duane Burk commented the finance committee reviewed the bank balances.

Chairman Hughes opened public comment at 6:04pm. Hearing none, public comment closed at 6:04pm.

Motion was made to accept items 2.1, 2.2 2.3.

Initial Motion: Treasurer Diercks

Second: Vice Chair/Secretary Flores

Result of Motion: Carried 4-0

Director De La Cruz: Aye

Director Ward: Absent

Treasurer Diercks: Aye

Vice Chair/Secretary Flores: Aye
Chairman Hughes: Aye

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

3.1 Approval of Revised Salary Schedule

Chairman Hughes opened public comment at 6:10pm. Hearing none, public comment closed at 6:10pm.
Motion was made to accept item 3.1.

Initial Motion: Chairman Hughes
Second: Vice Chair/Secretary Flores
Result of Motion: Carried 4-0
Director De La Cruz: Aye
Director Ward: Absent
Treasurer Diercks: Aye
Vice Chair/Secretary Flores: Aye
Chairman Hughes: Aye

3.2 Gann Appropriation Limits FY 20/21

Chairman Hughes opened public comment at 6:12pm. Hearing none, public comment closed at 6:12pm.
Motion was made to accept item 3.2.

Initial Motion: Chairman Hughes
Second: Treasurer Diercks
Result of Motion: Carried 4-0
Director De La Cruz: Aye
Director Ward: Absent
Treasurer Diercks: Aye
Vice Chair/Secretary Flores: Aye
Chairman Hughes: Aye

3.3 Authorization for Submittal of Community Development Block Grant Application 2021-2022.

Chairman Hughes opened public comment at 6:14pm. Hearing none, public comment closed at 6:15pm.
Motion was made to accept item 3.3.

Initial Motion: Treasurer Diercks
Second: Vice Chair/Secretary Flores
Result of Motion: Carried 4-0
Director De La Cruz: Aye
Director Ward: Absent
Treasurer Diercks: Aye
Vice Chair/Secretary Flores: Aye
Chairman Hughes: Aye

3.4 Authorization for CSDA Finance Corporation Funding.

Chairman Hughes opened public comment at 6:25pm. Hearing none, public comment closed at 6:25pm.
Motion was made to accept item 3.4.

Initial Motion: Chairman Hughes
Second: Treasurer Diercks
Result of Motion: Carried 4-0
Director De La Cruz: Aye
Director Ward: Absent
Treasurer Diercks: Aye
Vice Chair/Secretary Flores: Aye
Chairman Hughes: Aye

4. DEPARTMENT REPORTS:

Human Resources Administrator/Clerk of the Board: Janet Covington

- We have 28 employees. One casual recreation assistant took a position at another company. We brought back one employee to her part time receptionist position. We currently have 15 employees working and 13 on furlough. A full time maintenance employee will be returning from furlough on Sept 14, 2020.
- The FY 19/20 Final Payroll Report was completed and submitted to CAPRI
- Janet is reviewing the 2020 Biennial Notice for Conflict of Interest Codes
- There were not any workers compensation claims, incidents or accidents. It has been 514 days since our last employee accident.
- Safety Compliance provided "SDS Sheets" training in August
- Janet Covington and Nancy Law attended Special District Leadership Foundations Module 1 training on "Governance" on August 25 & 26. This was the first of four modules.
- Harassment training for Directors, Supervisors and staff is scheduled for January 13, 2021 @ 4:00pm prior to our board meeting. This will be both in person with social distancing allowance and virtual.
- Ethics training will need to be completed in January as well. This free training is available on line at <http://localethics.fppc.ca.gov/login.aspx>. When completed, you print the certification and return it to Janet.
- Janet Covington attended CalPERS open enrollment training and Streamline Portal training.
- Janet is working both remotely and in the office.
- Janet worked with auditors on their request for information.
- Janet asked for suggestions for a "Social Distancing" holiday party.

Financial Services Technician/Office Manager: Nancy Law

- The Finance Committee met to review August 2020 Financial Reports for Fiscal Year 2020-2021. The Monthly Financial Report consisted of the Profit & Loss Budget vs. Actual, as well as the Bank Account Balance Spreadsheet and Warrant Registers, which were included in the Board Packet.
- Property Tax Disbursement – There has not been any deposits into the Riverside County Fund for August 2020 as of September 2, 2020.
- \$5000.00 was transferred into the Reserve fund for August 2020 bringing our balance to \$368,469.42.
- Finance put together all Unifirst documentation for Attorney.
- Finance met with Safework regarding Disaster Recovery Assistance FEMA Application.
- Finance attended on 8/25/2020 and 8/26/2020 – Special District Leadership Academy Module 1: Governance Foundations.
- Finance attended on 8/27/2020 – COVID-19 Series: Managing a Remote Workforce.
- Finance attended on 8/27/2020 – Streamline – Getting Started w/Portal.
- Finance is working on preparation for the CDBG grant Application.
- Finance attended a webinar – Finding Financing for Capital Improvements.

Activities Coordinator: Kyle Simpson

- Facility Rentals have been cancelled and/or moved through the month of September.
- COVID-19 Testing Facility has been moved to the Woman's Club through September.
- Thunder Alley RC Raceway has been reopened on a limited weekend basis.
- The Fitness Court has all of the decals on it, the workout equipment is all installed and will be open as soon as the regulations allow.
- Heart and Soul Line Dancing and Guitar classes have started back up at the Grange. They are social distancing during class wearing facemasks, staying 6 feet apart as well as sanitizing at the end of class.
- Far From Perfect Mustang Rescue has resumed Gymkhana events at the Horse Arena.
- CAST Players and San Geronio Pass Historical Society have been notified about COVID-19 testing at the Woman's Club for the month of September.
- Bogart 1K/5K Fun Run has been rescheduled for October 10. Kyle contacted some of the runners and many said they either did not feel comfortable or were going on vacation.

- Movies Under the Stars – Kyle is in contact with Swank Industries to rent the movies if it is possible to show them this year. Dates for the movies are still pending based on social distancing regulations. Church for Family will contribute with their projector and volunteers. They will not have a snack bar.
- Oktoberfest has been cancelled for 2020 due to the inability to predict when it is possible to have gatherings
- Kyle contacted Green thumb Produce about a Pumpkin donation for this year. They will be getting back to him. He is working on a plan for a drive-thru style carving kit pickup, pending the pumpkin donation and gathering regulations. He will be working with the Police Department and the City to be involved with Trunk-or-treat this year at Noble Creek Park.
- Kyle will be attending the Beaumont Chamber Breakfast on September 11th
- All other Community events and meetings have been cancelled until further notice due to COVID-19

Maintenance Foreman: Aaron Morris

Aaron said it has been a very hot summer and the Maintenance Department has been staying cool with plenty of hydration. Staff is very grateful to be at work, staying busy and looking forward to the upcoming seasonal change.

- Maintenance worked on the horseshoe pits in preparation for the “Avila Shoot Out”. Each pit was freshly painted and six stakes were dug up and replaced with the help of some volunteers affiliated with the West Side Ringers.
- Maintenance finished installing the irrigation in Bogart. Staff is fine-tuning the system, finishing the programming, and mapping the system.
- Maintenance will be applying seed and fertilizer to all the turf that dried out during the recent Fire Camp. This is pending because of the Eldorado fire.
- Aaron has been working with Nancy on updating and clarifying work procedures for the Bogart Regional Park Camp Hosts.
- Aaron has been working with Kyle on updating the language in our Ballfield Rental Agreements regarding safety and sanitation protocols.
- Maintenance has started working on the ballfields in preparation of re-opening the fields.

General Manager: Duane Burk

- Covid Testing has been extended through September at the Woman’s Club.
- Duane received some complaints on some of the improvements made at Bogart Park from Fish & Wildlife. He met with a team of consultants who will be working us through a permitting process. If you trim an Oak tree, you need to get a permit. We will be getting a survey of the trees in Bogart and identify the California Oaks. He will be working with Land Engineering and L & L Environmental.
- Duane would like to bring back the Ad-Hoc committees, social distancing. Next Tuesday the Bogart Ad-Hoc will be meeting.
- He would like to take the time to rededicate Bogart before the election. We would like to have the ribbon cutting in October. He will check with Supervisor Hewitt and Beaumont Cherry Valley Water District on their available dates.
- He would like to dedicate the Fitness Court so we can open it. Staff has the ability to sanitize it.
- He would like to start work on the list of names for the memorial wall. We will have multiple people this year.
- We are working on the camp host issues and will bring it back to the ad-hoc to discuss in detail. The Camp host problem talked about tonight is being addressed. We will be looking at coming up with different procedures for the hosts, reviewing fees and streamlining things.
- The City contacted us for Trunk or Treat and he is looking forward to it.
- The last two weeks have been successful at the park. We had a good turnout for the horseshoe tournament and Thunder Alley and the RV’s were full.
- Kathy Wagner – He coached her daughter at Beaumont High and had the privilege of working with Kathy in BYB. He will always have Kathy on his mind.
- He appreciates the kindness they had in his contract.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Library.
- Finance – 1st Thursday of Every Month 5:00 pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30 pm
- BCVRPD Board Meeting Schedule, NCCC

October 14, 2020

November 12, 2020 (Thursday)

December 9, 2020

5.2. Upcoming Holidays

Wednesday, November 11, 2020 – Veteran's Day

Thursday/Friday, November 26 & 27, 2020 - Thanksgiving

5.3. Events

- All events have been cancelled or postponed at this time due to State and County Health Official orders pertaining to COVID-19
- Beaumont Woman's Club COVID-19 Testing has been extended through September 30, 2020. (Monday through Saturday 7:00am to 7:00pm).

DIRECTORS MATTERS/COMMITTEE REPORTS

Director De La Cruz

Armando thanked all the staff and Board for continuing their hard work. He hopes everyone is staying safe. He wished everyone a Happy Birthday. He visited Bogart Park and saw there was a lot of campers and families enjoying themselves. The day after there was a lot of mess. He recommended more trashcans.

Treasurer Diercks

Chris thanked everyone for all their hard work. He said Bogart is looking good and he drove through and saw a lot of people.

Vice Chair/Secretary Flores

John said he knew Kathy Wagner and feels you cannot replace an icon like her in the community. He said to reflect and encourage the younger generation to participate. He congratulated Duane on everything he has done in the District and comparing it from when he took over to now, the District is moving forward. He appreciates what Duane has done. We work hard as a group and do not want to be embarrassed so we need to remind our camp host they are the face of the District.

Chairman Hughes

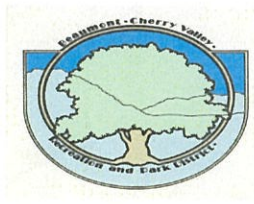
Dan attended the Collaborative Agency meeting at the Library. After COVID, he hopes there are more people attending. He said Terrance Davis left the school District and they placed Maureen Latham to the Interim position. He had a conversation with the City of Calimesa about the Shopoff project and he and Duane attended a virtual meeting with them. Dan spoke with Larry Smith about traffic litigation. He wished Vice Chair/Secretary Flores the best. He will be going into the hospital for open-heart surgery on the 21st of September and to wish him the best and to keep him in our prayers. He said Kathy Wagner was a monumental person here and did a lot of things for our area. He wished happy birthday to Joe Ortiz.

6. ADJOURNMENT:

Motion was made to adjourn the meeting in honor of Kathy Wagner at 7:05pm.

Initial Motion: Treasurer Diercks

Second: Vice Chair/Secretary Flores



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Wednesday, September 23, 2020
390 W. Oak Valley Parkway Beaumont, CA 92223
MINUTES
www.bcvparks.com

PUBLIC PARTICIPATION WAS BY TELECONFERENCE ONLY

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20, the Beaumont Cherry Valley Recreation & Park District conducted this meeting by teleconference.

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

Regular session was called to order at 5:08pm.

Roll Call:

Director De La Cruz: via teleconference

Director Ward: via teleconference

Treasurer Diercks: Present

Vice-Chair/Secretary Flores: Present

Chairman Hughes: Present

Legal Counsel, Albert Maldonado attended via teleconference.

Invocation: Chairman Hughes gave the invocation

Pledge of Allegiance: Treasurer Diercks led the pledge of allegiance

Adjustments to Agenda: None.

Presentations: None

1. **PUBLIC COMMENT:** None

2. **ACTION ITEMS**

2.1 Approve Notice of Completion for Bogart Regional Park Pond

General Manager, Duane Burk stated the project started in February. The District entered into an agreement with Merlin Johnson Construction for a design build of the existing footprint of the pond. We did not make the pond bigger. We dug out the old materials and repurposed it on the property. We added slope protection and brought in clay material that was on the property so we did not have to buy a liner for the pond. New control valves were installed to control the flow of water to the pond. We got the rock from San Bernardino Municipal Conservation District for one dollar per ton and paid for trucking. He reported the pond project is completed and asked the board to authorize submittal of the Notice of Completion and approve the expenditure of \$223,048.36 to Merlin Johnson Construction for the project. Director Ward asked what the original contract amount was. The General Manager said we did a design build so we did not have an original contract because we did not know what we were going to get into. She asked if any of it had been paid or is the amount due and payable now. GM responded none of it has been paid. Vice Chair/Secretary Flores stated the amount of money is a bargain from his experience and point of view. Chairman Hughes asked if the finance committee reviewed the expenditure and Treasurer Diercks stated the finance committee talked about the project and approves it.

Motion was made to accept item 2.1.

Initial Motion: Treasurer Diercks

Second: Vice Chair/Secretary Flores

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Flores: Aye

Chairman Hughes: Aye

2.2 Approve FY 18/19 Draft Audit

Nancy Law referenced a few differences in the format due to the foundation being included in the audits. Chairman Hughes asked if the process has been faster throughout the last few years and in her opinion if the audits were better. Nancy stated she felt the auditors take longer but the system is better. Chairman Hughes stated for the record he did not attend the finance meeting, Vice Chair/Secretary Flores and Treasurer Diercks did.

Chairman Hughes opened public comment at 5:20pm. Hearing none, public comment closed at 5:20pm.

Motion was made to accept item 2.2.

Initial Motion: Treasurer Diercks

Second: Director Ward

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Flores: Aye

Chairman Hughes: Aye

2.3 Approve Hiring Consultant; Land Engineering for CEQA - Bogart Park

The General Manager stated that as a result of doing maintenance at Bogart Park, the Department of Fish and Wildlife (DFW) was contacted about the operations in the form of a complaint. He has not received any written information on the complaint but had a conference call with Jeff Brandt and two enforcement agents and it pertained to fish and bears. He said that as a result of the conversation, the DFW wants the District to put together environmental documents that show specifically what we did, what we are doing in the future and how we are going to maintain those things and the effects on the environment. Protocols were not followed for tree trimming and removal of broken trees. The intent was to trim the trees, keep the area clean, and have a marketable place to bring your kids. Land Engineering will have L&L Environment Engineers work with us on a tree survey and whatever else we will have to do. He said it should take one to two years to complete.

Chairman Hughes opened public comment at 5:29pm. Hearing none, public comment closed at 5:29pm.

Treasurer Diercks commented that eventually we would have been required to do half of these things anyways and this is part of doing business. Director Ward asked if we are required to get other quotes. The General Manager said that under professional services we are not required to get quotes. Vice Chair/Secretary Flores stated, we did the work at the RIGHT TIME. Chairman Hughes stated that when the Apple Fire started, the tree trimming potentially saved a lot of homes. He asked if the company provides a guideline of how we need to conduct things in the future. General Manager said that would be determined from Fish and Game.

Motion was made to accept item 2.3.

Initial Motion: Treasurer Diercks

Second: Director De La Cruz

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Flores: Aye

Chairman Hughes: Aye

3. NEXT MEETING:

Regular Meeting – Wednesday, October 14, 2020

Sang Happy Birthday to Armando De La Cruz and Nancy Law

4. DIRECTORS MATTERS:

Director De La Cruz:

Armando thanked everyone for the cake and beautiful song sang and said he can't wait to see everyone again. He said he is missing Oktoberfest this year because he always has a great time there and can't wait for next year so we can continue with Oktoberfest and all our celebrations for the people.

Director Ward:

Denise said thank you for the prayers. She appreciates it. She said she enjoyed the ad-hoc meeting at Bogart Park. It was nice to be outside and see everybody there. She thanked everyone for all of their hard work.

Treasurer Diercks:

Chris said he stopped by the new restrooms on field #7 and they are coming along nice and looking good.

Vice Chair/Secretary Flores:

John said he likes the direction we are moving in at Bogart Park and to keep moving forward.

Chairman Hughes:

Dan said he attended Kathy Wagner's service. She was well respected by the community and a great person. He said he has known her personally for over 30 years and she will be missed dearly. He would like the board to think about what we can do for her, not only add her to the memorial wall but do something special for her in conjunction with Beaumont Youth Baseball. Her daughter, Jamie asked about naming a field after her. Dan said Jim Smith is going in for heart surgery and wished him the best and to get well quickly and asked everyone to say a special prayer for Jim, Director Flores and Director Ward.

5. ADJOURNMENT:

Meeting was adjourned at 5:48pm.

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 9/30/2020

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 6,716.68	\$ 188,866.15	\$ 243,276.13	\$ 61,126.66	
2 Bank of Hemet - Payroll Account	\$ 2,335.77	\$ 96,936.75	\$ 100,000.00	\$ 5,399.02	
3 Bank of Hemet - Project Account	\$ 8,334.08	\$ 6,599.25		\$ 1,734.83	
4 Bank of Hemet - Bogart	\$ 5,037.12	\$ 6,420.27	\$ 4,199.50	\$ 2,816.35	
5 Bank of Hemet MM	\$ 1,586.73		\$ 0.20	\$ 1,586.93	
6 Bank of Hemet - Reserve Fund	\$ 368,469.42	\$ 55,000.00	\$ 5,024.25	\$ 318,493.67	
7 Bank of Hemet - Quimby/DIF	\$ 104,260.50	\$ 57,000.00	\$ 6.62	\$ 47,267.12	
8 Petty Cash	\$ 500.00			\$ 500.00	
9 Riverside County Fund	\$ 319,696.63	\$ 150,000.00	\$ 7,438.23	\$ 177,134.86	
10					
11	\$ 816,936.93	\$ 560,822.42	\$ 359,944.93	\$ 616,059.44	
12					
13 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
14 Operating Reserve	\$ 210,260.79		\$ 5,000.00	\$ 215,260.79	NOT to be USED
15 Capital Reserve	\$ 158,208.63	\$ 55,000.00	\$ 24.25	\$ 103,232.88	Min Balance of \$50,000
16					
17 TOTAL RESERVE ACCOUNT	\$ 368,469.42	\$ 55,000.00	\$ 5,024.25	\$ 318,493.67	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 9/30/2020

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
18 Bank of Hemet	\$ 79,548.11			\$ 79,548.11	

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
September 2020**

Type	Date	Num	Name	Memo	Amount
10005 - Bank of Hemet - Operating					
Check	09/01/2020	123294	Doug Parsons	RV Space #44 - 9/3/2020 - 9/6/2020 (REFUND) Tournament was cancelled	-90.00
Check	09/01/2020	123295	Erlinda Sedillo	RV Space #23 - 9/5/20 - 9/6/20 (REFUND) No Comfortable with attending Tournament	-50.00
Bill Pmt -Check	09/01/2020	123296	Awards & Specialties	BCVRPD 3" Logo Stickers (Chairs and tables)	-291.44
Bill Pmt -Check	09/01/2020	123297	BDL Alarms, Inc.	Monthly Alarm Service	-224.00
Bill Pmt -Check	09/01/2020	123298	Beaumont Cherry Valley Water Distr 8-000	Utilities - Water - Woman's Club	-67.06
Bill Pmt -Check	09/01/2020	123299	Beaumont Cherry Valley Water Distr 8-001	Utilities - Water - Park	-7,959.75
Bill Pmt -Check	09/01/2020	123300	Beaumont Cherry Valley Water Distr 8-002	Utilities - Water - Park	-4,002.93
Bill Pmt -Check	09/01/2020	123301	Beaumont Cherry Valley Water Distr 8-003	VOID: Error entry reissue (see 123313)	0.00
Bill Pmt -Check	09/01/2020	123302	Blue Shield	Employee - Monthly Dental Insurance	-477.90
Bill Pmt -Check	09/01/2020	123303	BWW & Company	Material and Labor - Concrete Slab for Fitness Court and Filed #7 Restrooms	-10,790.83
Bill Pmt -Check	09/01/2020	123304	Desert Quality Heating & Air Conditioning	Inspection/Repair - NCCC Ice Machine	-177.50
Bill Pmt -Check	09/01/2020	123305	Inland Lighting Supplies, Inc.	VOID: Error on entry of Company (Inland Water Works)	0.00
Bill Pmt -Check	09/01/2020	123306	Jani-King of California, Inc	High Risk COVID-19 Cleaning (Woman's Club) /Noble Creek Community Center	-2,917.83
Bill Pmt -Check	09/01/2020	123307	Luz Investment Corp.	Repair/Trouble Shoot Internet down at Woman's Club	-200.00
Bill Pmt -Check	09/01/2020	123308	Prudential Overall Supply	Weekly Janitorial Supplies/Uniforms	-147.93
Bill Pmt -Check	09/01/2020	123309	Safety Compliance Company	Safety Meeting 08/19/2020 - Topic: #108 GHS/SDS	-250.00
Bill Pmt -Check	09/01/2020	123310	SingerLewak LLP	Financial Statement Audit Progress, Consultations and support Service	-4,295.00
Bill Pmt -Check	09/01/2020	09042020	Rosalind Otero	Unfunded Health Payment	-169.23
Bill Pmt -Check	09/01/2020	123311	Simplot Partners Palm Desert	Horseshoe Pits (Fertilizer/Seed/ and Mulch)	-866.69
Bill Pmt -Check	09/01/2020	1001645088	CalPers	Employee - Health Insurance	-4,215.39
Bill Pmt -Check	09/01/2020	1645090-92	CalPers	Employee - Retirement	-4,448.74
Bill Pmt -Check	09/01/2020	1001645099	CalPers	Employee - 457 Plan	-25.00
Bill Pmt -Check	09/01/2020	1001645101	CalPers	GASB 68 Reports & Schedules	-1,050.00
Bill Pmt -Check	09/01/2020	21576122	Frontier Communications	Monthly Wifi - Grange	-103.30
Bill Pmt -Check	09/01/2020	215761274	Frontier Communications	Monthly Wifi - Bogart	-60.98
Bill Pmt -Check	09/01/2020	215761304	Frontier Communications	Monthly Wifi - Woman's club	-91.76
Bill Pmt -Check	09/01/2020	123312	Frontier Communications	Monthly Wifi - Bogart	-145.79

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
September 2020**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/01/2020	2450009	SoCalGas	Utilities - Gas - NCCC & Grange	-69.81
Bill Pmt -Check	09/01/2020	09012020	VSP-Vision Service Plan	Employee - Vision Insurance	-65.44
Bill Pmt -Check	09/01/2020	123313	Beaumont Cherry Valley Water Distr 8-003	Utilities - Water - NCCC	-1,002.50
Bill Pmt -Check	09/01/2020	123314	Inland Water Works Supply Co.	Bogart Irrigation at Pond - Angle Valve	-569.16
Check	09/01/2020	RF09012020	Stater Bros	Water and Gatorade - GM Office	-45.32
General Journal	09/02/2020	Trans090201		Transferred from Operating for Capital Improvement bills	25,000.00
General Journal	09/02/2020	Trans090202		Transfer to Payroll for PR 09/04/2020	-30,000.00
General Journal	09/02/2020	Trans090203		Transferred from Reserve for Bills	55,000.00
Check	09/02/2020	KS09022020	Amazon.com	Office Supplies - HR Coffee maker	-112.04
Check	09/02/2020	Fee	Global Pay	Credit Card Machine - \$ Sales	-21.00
Check	09/02/2020	Fees	EPX	Fees - Credit Card Machine	-196.81
Check	09/03/2020	123315	Dan Hughes	Director Fees - August 2020	-600.00
Check	09/09/2020	123316	Gina Avila	RV Space #21 & 22 - 9/5/2020 - 9/6/2020 (Refund)	-140.00
Check	09/09/2020	KS09092020	Stater Bros	Cupcakes and Water Bottles - Board Meeting 09/09/2020	-51.38
Check	09/09/2020	KS09092020	Highland Springs Express	Full Service - Chevy Malibu	-70.47
Check	09/10/2020	123317	Chris Diercks.	Director Fees - September 2020	-200.00
Check	09/10/2020	123318	Amazon.com	(2) Hand Dryers - Field #7 Restrooms	-594.68
Check	09/10/2020	123319	Amazon.com	Phone case cover - Morris, Aaron	-48.43
Check	09/10/2020	123320	Acorn Technology Services	Rugged Tablet (Maintenance) & Monthly IT Service and (2) Webcams Finance/Activities Coordinator	-4,946.22
Bill Pmt -Check	09/10/2020	123321	Artwork Paint Company	Finance office Window Shade San Stain and Clear Coat, Prime paint Ceiling in Snack Bar	-816.03
Bill Pmt -Check	09/10/2020	123322	Beaumont Do it Best	Sand Bags, Paint and Numbers for Horseshoe Pits	-627.68
Bill Pmt -Check	09/10/2020	123323	Best Best & Krieger	Monthly Legal Services - Apple Fire, Unifirst contract, GM Contract & Flores Agreement	-3,476.63
Bill Pmt -Check	09/10/2020	123324	Capri	FY 20/21 - 2nd qrt of the annual contribution (Workman's Compensation)	-9,187.88
Bill Pmt -Check	09/10/2020	123325	City of Beaumont	Utilities - Sewer (Woman's Club)	-127.06
Bill Pmt -Check	09/10/2020	123326	Desert Quality Heating & Air Conditioning	Removed old grill and install new 20 x 30 return grill, replace Return air Filter - Grange	-350.00
Bill Pmt -Check	09/10/2020	123327	Jani-King of California, Inc	Monthly Janitorial Service	-1,940.65
Bill Pmt -Check	09/10/2020	123328	Prudential Overall Supply	Weekly Janitorial Supplies/Uniforms	-176.48
Bill Pmt -Check	09/10/2020	123329	SingerLewak LLP	Audit - Professional Service through July 31st, 2020	-3,197.44

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
September 2020**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/10/2020	123330	Star Pro Security Patrol Inc.	One Unarmed Officer 08/31/2020 - 9/14/2020 8 hours per/5 days	-1,840.00
Bill Pmt -Check	09/10/2020	123331	UNUM	Employee - Monthly Disability Insurance	-386.19
Bill Pmt -Check	09/10/2020	117028621	ARCO Business Solutions	Gas - Traverse (18,101)	-217.94
Bill Pmt -Check	09/10/2020	1001655444	CalPERS-OPEB	Accrued Liability as of June 30, 2018 - Rate Plan: 1357	-4,695.43
Bill Pmt -Check	09/10/2020	47010910202	Chevron	Gas/Fuel - Gas/Fuel Cans and Tank - F150 (17,198) F350 (151,428) Chevy (24,932) F550 (66,086) Malibu (43,916) Traverse (18,402)	-1,008.69
Bill Pmt -Check	09/10/2020	216312448	Frontier Communications	Monthly Wifi - NCCC	-125.98
Bill Pmt -Check	09/10/2020	09082020	Nextiva	Monthly Telephone Service	-286.45
Bill Pmt -Check	09/10/2020	19080183344	Office Depot	Office Supplies	-932.53
Bill Pmt -Check	09/10/2020	2540069	SoCalGas	Utilities - Gas - Woman's Club	-28.63
Bill Pmt -Check	09/10/2020	80018412736	Waste Management of the IE	Utilities - Trash - Grange, NCCC, NCPark	-1,836.92
Check	09/10/2020	123332	Beaumont Chamber of Commerce	Chamber Breakfast - (3) Simpson, Kyle, Diercks, Chris, Covington, Janet & Law, Nancy	-80.00
Check	09/10/2020	JC09102020	Best Best & Krieger	Brown Act Training - Dae La Cruz, Armando - 9/16/2020	-75.00
Check	09/11/2020	RF09112020	Dog Waste Depot	Dog Park - Dog Waste Bags	-155.47
Check	09/14/2020	123333	Kristine Carlson	Printer Ink - Bogart Kiosk	-70.02
General Journal	09/14/2020	Trans09141		Transfer to Operating for Capital Improvement Bills	32,000.00
Bill Pmt -Check	09/14/2020	123334	Grand American Builders, Inc.	Field #7 Restroom - Labor and Materials	-7,129.00
Check	09/14/2020	RF09142020	Amazon.com	Ink Cartridges - Bogart Park Office	-98.90
Check	09/14/2020	Fee	UMS/Celero Banking	Credit Card Fees -	-6.50
Check	09/21/2020	123335	Kaboo Leasing Co.	Maintenance office - Pu & Fab Posts	-200.00
Bill Pmt -Check	09/21/2020	1045093261	Verizon Wireless	Monthly Wireless Phone Service	-963.93
Bill Pmt -Check	09/22/2020	123336	Slugg Bugg Pest Control	Bi-weekly Pest Control Service	-350.00
Check	09/22/2020	123337	Denise Ward	Director Fees - July 2020	-300.00
Check	09/22/2020	123338	Denise Ward	Director Fees - August 2020	-200.00
Check	09/22/2020	NL09222020	Apple.com	Icloud Storage Upgrade	-2.99
Check	09/23/2020	AF09232020	Amazon.com	American Flag - NCCC Flag Pole	-58.17
Bill Pmt -Check	09/23/2020	123339	Artwork Paint Company	Painting - Ceiling Snack Bar	-395.26
Check	09/23/2020	RF09232020	Stater Bros	Cupcakes/Water - Board Meeting 9/23/2020	-47.78
Bill Pmt -Check	09/23/2020	BH02043528	UMPQUA Bank	Business Meals, Sirius XM, Ring Central, Website Services & Board Secretary Conference (Law, Nancy)	-835.48

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
September 2020**

Type	Date	Num	Name	Memo	Amount
Check	09/24/2020	123340	Rodrigo Camacho	Footwear Reimbursement - Camacho, Rodrigo	-124.19
Check	09/24/2020	123341	Chris Diercks.	Director Fees - September 2020	-200.00
General Journal	09/24/2020	RCF 092420		Transferred from Riverside County Fund for Bills and Payroll	150,000.00
Check	09/25/2020	RF09252020	Stamps.com	Stamps	-17.99
General Journal	09/28/2020	Tran 09281		Transfer to Payroll for PR 10/02/2020	-45,000.00
Check	09/29/2020	123342	Frank Flores	Tuition Reimbursement - Careers/Plant Science - Flores, Frank	-388.66
Check	09/29/2020	KS09292020	Amazon.com	Trash Liners (fitness court trash cans) Black and Yellow Slip Tap for Stairs	-63.09
Check	09/29/2020	KS09292020	My Safety Sign	Signage - Authorized Personnel only/Caution Step Down/Do not feed the wildlife Fire Extinguisher arrows	-227.77
Check	09/29/2020	KS09292021	Do It Tennis	Tennis Net Replacement	-229.65
Bill Pmt -Check	09/29/2020	123343	BDL Alarms, Inc.	Monthly Alarm Service	-224.00
Bill Pmt -Check	09/29/2020	123344	Beaumont Do it Best	Repairs - NCCC Restroom, Field #1 Fence Repair, Combination Locks, Flag Pole Hook and Yellow Paint for Trash Enclosure Bollards	-524.24
Bill Pmt -Check	09/29/2020	123345	Blue Shield	Employee - Dental Insurance	-477.90
Bill Pmt -Check	09/29/2020	123346	Cherry Valley Nursery	Grounds Repair - DG	-781.19
Bill Pmt -Check	09/29/2020	123347	City of Beaumont	Utilities - Sewer - NCCC	-2,500.00
Bill Pmt -Check	09/29/2020	123348	Image Source	Monthly Copy Services	-14.20
Bill Pmt -Check	09/29/2020	123349	Pattons Steel Corp	Material Bard Doors at Franco Garden	-389.06
Bill Pmt -Check	09/29/2020	123350	Prudential Overall Supply	Weekly Janitorial Supplies/Uniforms	-471.30
Bill Pmt -Check	09/29/2020	123351	SingerLewak LLP	Audit - Professional Service through August 31st, 2020	-5,241.45
Bill Pmt -Check	09/29/2020	123352	Star Pro Security Patrol Inc.	One Unarmed Officer 9/16/2020-09/20/20, 9/23/20-9/27/20 8 hours per/5 days	-1,840.00
Bill Pmt -Check	09/29/2020	123353	TLC Landscape Services, Inc.	Monthly Landscaping Service	-918.00
Bill Pmt -Check	09/29/2020	123354	Turf Star, Inc.	August 2020 - PM Contract (18)units - (134) hrs.	-790.24
Bill Pmt -Check	09/30/2020	80019470894	Waste Management of the IE	Utilities - Trash - Grange, NCCC, NCPark, Woman's Club	-3,175.67
Bill Pmt -Check	09/30/2020	09302020	VSP-Vision Service Plan	Employee - Vision Insurance	-65.44
Bill Pmt -Check	09/30/2020	2740009	SoCalGas	Utilities - Gas - Grange	-47.26
Bill Pmt -Check	09/30/2020	10022020	Rosalind Otero	Unfunded Health Payment	-169.23
Bill Pmt -Check	09/30/2020	245274231	SCE (6245)	Utilities - Electric - Tennis Courts, Horse Arena & Field 5/6	-99.64
Bill Pmt -Check	09/30/2020	195274031	SCE (0195)	Utilities - Electric - Field #1 - 4	-7.90
Bill Pmt -Check	09/30/2020	435274531	SCE (0435)	Utilities - Electric (Fire Camp Lighting/Panel)	-215.03

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
September 2020

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/30/2020	947274531	SCE (1947)	Utilities - Electric - James Hughes Trailer	-204.48
Bill Pmt -Check	09/30/2020	062274931	SCE (2062)	Utilities - Electric - RV Park	-1,459.47
Bill Pmt -Check	09/30/2020	179274931	SCE (6179)	Utilities - Electric - General Electricity & Thunder Alley	-1,006.83
Bill Pmt -Check	09/30/2020	135274931	SCE (0135)	Utilities - Electric - Woman's Club, Grange, Snack Bar, NCCC, Maintenance, & Parking	-3,076.42
Bill Pmt -Check	09/30/2020	10012020	Nationwide Retirement Solutions	Employee - 457 Plan	-833.34
Bill Pmt -Check	09/30/2020	217353694	Frontier Communications	Monthly Wifi - Bogart	-60.98
Bill Pmt -Check	09/30/2020	217353708	Frontier Communications	Monthly Wifi - Grange	-101.76
Bill Pmt -Check	09/30/2020	217353779	Frontier Communications	Monthly Wifi - Woman's Club	-91.76
Bill Pmt -Check	09/30/2020	167318951	Ford Credit	Monthly F150 XLT Payment	-763.20
Bill Pmt -Check	09/30/2020	669615-617	CalPers	Employee - Retirement	-4,483.25
Bill Pmt -Check	09/30/2020	669622-624	CalPers	Employee - Retirement	-4,687.89
Bill Pmt -Check	09/30/2020	1001669626	CalPers	Employee - 457 Plan	-25.00
Bill Pmt -Check	09/30/2020	1001669630	CalPers	Employee - 457 Plan	-25.00
Bill Pmt -Check	09/30/2020	1001669643	CalPers	Employee - Health Insurance	-4,215.39
General Journal	09/30/2020	Tran 09301		Transfer to Reserve for Monthly Transfer	-5,000.00
				TOTAL	47,682.71

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Project
September 2020**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
10015 - Bank of Hemet - Project Account					
Bill Pmt -Check	09/01/2020	4582	Luther's Truck & Equipment, Inc.	F350 Radiator Repair, Tires & F550 Service Repair and Tires	-5,040.24
Bill Pmt -Check	09/10/2020	4583	Action True Value Hardware	Equipment Hydraulic Oil	-50.71
Bill Pmt -Check	09/10/2020	4584	Luther's Truck & Equipment, Inc.	Chevy 1500 Service and Repair	-846.13
Bill Pmt -Check	09/10/2020	4585	Simplot Partners Palm Desert	Super Thrive Fertilizer	-364.20
Bill Pmt -Check	09/30/2020	4586	Luther's Truck & Equipment, Inc.	F150 XLT - Oil change	-297.97
TOTAL					-6,599.25

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Reserve
September 2020**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
10025 - Bank of Hemet - Reserve Fund					
General Journal	09/02/2020	Trans090203		Transfer to Operating for Capital Improvement Bills	-55,000.00
General Journal	09/30/2020	Tran 09301		Transferred to Operating for Monthly Transfer	5,000.00
				TOTAL	-50,000.00

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Quimby/DIF
September 2020

Type	Date	Num	Name	Memo	Amount
10020 · Bank of Hemet - Quimby/DIF					
General Journal	09/02/2020	Trans090201		Transfer to Operating for Capital Improvement bills	-25,000.00
General Journal	09/14/2020	Trans09141		Transfer to Operating for Capital Improvement Bills	-32,000.00
				TOTAL	-57,000.00
					<u>-57,000.00</u>

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Bogart
September 2020**

Type	Date	Num	Name	Memo	Amount
10050 - Bank of Hemet - Bogart Park					
Bill Pmt -Check	09/10/2020	5108	Cla-Val	Bogart Pond - Valve Repair	-2,198.82
Bill Pmt -Check	09/10/2020	5109	SiteOne Landscape Supply, LLC	Bogart Irrigation - Rainbird Rotor	-444.16
Bill Pmt -Check	09/10/2020	9083340152	The Home Depot	Waddle & Stakes - Bogart Pond erosion protection, Group A Posts and Chain	-488.06
Bill Pmt -Check	09/10/2020	80018412832	Waste Management of the IE	Utilities - Trash - Bogart	-526.17
Bill Pmt -Check	09/30/2020	80019470936	Waste Management of the IE	Utilities - Trash - Bogart	-526.17
Bill Pmt -Check	09/30/2020	823274931	SCE (9823)	Utilities - Electric (Bogart)	-1,678.76
Check	09/30/2020	Fee	UMS/Celero Banking	Credit Card Fees -	-6.50
Check	09/30/2020	Fee	UMS/Celero Banking	Credit Card Fees -	-54.88
TOTAL					-5,923.52
					-5,923.52

ITEM 3.1

APPROVAL OF REVISED FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT, GENERAL MANAGER

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT
REVISED FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

This *Revised* Fifth Amendment to Employment Agreement (this “Fifth Amendment”) between the Beaumont-Cherry Valley Recreation and Park District (the “District”) and Duane J. Burk (the “Employee”) is entered into this 12th day of August 2020.

Except as modified in this Fourth Amendment and the preceding First, Second, Third, and Fourth Amendments, the Employment Agreement originally dated June 23, 2015 (“Agreement”) between the District and the Employee shall remain in full force and effect.

The parties to this *Revised* Fifth Amendment agree to the following changes:

Section 2 entitled “Compensation” is hereby amended to provide an increase of 4% to base salary:

“SECTION 2. COMPENSATION.

The District agrees to pay Employee for services rendered pursuant hereto at a rate of One Hundred and Fifty Seven Thousand and Five Hundred and Thirty Dollars and Five Cents (\$157,530.05) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.”

Section 3A entitled “Retirement” is hereby amended to provide an annual discretionary contribution to Employee’s 457 plan:

“A. Retirement. Employee shall be a member of District’s retirement plan adopted and existing pursuant to contract with the State of California Public Employees’ Retirement System (“PERS”) in accordance with official plan documents and related District policies, as such plan or policies may be amended from time to time in the future. This section is interpreted consistently with that plan and those policies, as amended if applicable.

“In addition, the District has adopted and established a qualified pension plan pursuant to Section 457 of the Internal Revenue Code for the benefit of the Employee and will contribute into the qualified account, in the Employee’s name, a discretionary amount of Seven Thousand Dollars (\$7,000.00). The contribution will be provided over the course of the Employee’s fiscal year on monthly basis in increments of one twelfth (1/12th) the overall amount (or \$583.34 per month) until the full amount has been contributed. The contribution will be automatic each fiscal year unless the Board provides written notice to Employee, as of the time of his annual evaluation, that it will withhold this contribution in any specific fiscal year.”


Section 3D entitled "Management Leave" is hereby amended to provide an additional week of such leave:

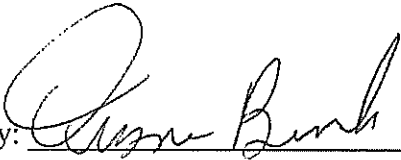
"Management Leave. Upon execution of this Agreement and each year thereafter, Employee will be allotted eighty (80) hours of management leave away from the office, to be scheduled and used throughout the year to complete administrative tasks and duties without undue office interference. These days off do not accrue, are not subject to carry over, are not subject to any cash-out option, and will not be paid out upon termination of employment."

The District and the Employee have duly executed this Fifth Amendment as of the date first written above. Such changes shall be retroactive to July 1, 2020.

**BEAUMONT-CHERRY VALLEY
REC. & PARK DISTRICT**

DUANE J. BURK

By: 
Dan Hughes,
Chair, Board of Directors

By: 



Staff Report

Agenda Item No. **3.2**

To: Board of Directors
From: Nancy Law, Business Services Coordinator
Via: Duane Burk, General Manager
Date: October 14th, 2020
Subject: Approve Destruction of Records Request

Background and Analysis:

On May 10, 2017 the Board approved the Record Retention and Policy Schedule so the staff can request to have documents that no longer need to be retained destroyed.

On October 7th, 2020 staff filed and Request for Destruction of Records for the following records;

- Daycare Facility Files/Account Ledgers & Sign in Sheets
- Facility/Children Files
- 1985 Accounts Payable
- 1987 Contracts (Agreements)
- 1988 Contracts (Agreements)
- 1988 Accounts Payable/Purchase Orders
- 1989 Accounts Payables
- 1991 Public Records Requests
- 2020 Financial Reports
- FY 2003/2004 Accounts Payable
- FY 2004/2005 Accounts Payable
- FY 2006/2007 Accounts Payable
- FY 2007/2008 Accounts Payable
- 2009 Bank Statements/Reconciliations/Deposits
- 2009-2012 Deposits/Voucher Requests
- FY 2010/2011 Accounts Payable
- FY 2011/2012 Accounts Payable
- FY 2011/2012 Time Cards/CalPERS
- FY 2012/2013 Accounts Payable
- FY 2012/2013 Deposits
- FY 2014/2015 Accounts Payable
- FY 2015/2016 Accounts Payable

On October 8th, 2020 with request approval Southern California Shredding came to our facility and shredded all above files.

Fiscal Impact:

Cost to district to shred the above files came to \$136.00.

Recommendations:

Staff recommends that the Board review, comment and approve the Request for Destruction of Records.

Respectfully Submitted,



Nancy Law
Business Services Coordinator



Beaumont Cherry Valley Recreation and Park District

Request for Destruction of Records

Requestor: Nancy Law Department: Finance/Office Manager
 Print Name

Date: 10/7/2020

Date(s) of Record	Description of Record(s)	Retention Period
	Daycare Facility Files/Account ledgers & Sign in sheets	Destroy 2016
	Facility/Children Files	Destroy 2016
1985	Account Payable	4 years
1987	Contracts (Agreements)	4 years after completion
1988	Contracts (Agreements)	4 years after completion
1988	Accounts Payables/Purchase Orders	4 years/5 years
1989	Accounts Payables	4 years
1991	Public Records Requests	2 years
2000	Financial Reports	7 years
FY 2003/2004	Accounts Payable	4 years
FY 2004/2005	Accounts Payable	4 years
FY 2006/2007	Account Payable	4 years
FY 2007/2008	Account Payable	4 years
2009	Bank Statement/Reconcilliations/Deposits	7 Years
2009-2012	Deposits/Vocher Requests	7 years
FY 2010/2011	Accounts Payables	4 years
FY 2011/2012	Accounts Payables	4 years
FY 2011/2012	Time Cards/CalPERS	7 years
FY 2012/2013	Accounts Payables	4 years
FY 2012/2013	Deposits	7 years
FY 2014/2015	Accounts Payable	4 years

FY 2015/2016	Accounts Payable	4 years
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APPROVED

Clara Burk

General Manager

10/8/20

Date

The destruction of the above referenced materials have been destroyed under my supervision using the following method

Shredding

Outside Source
Company Name:

Other (specify method)

SO. California Shredding

I certify that such destruction meets the requirements of the Records Retention Schedule Policy of Beaumont Cherry Valley Recreation & Park District

Nancy Law / Ryann Flores

Printed Name:

[Signature] / Ryann Flores

Signature

10/8/2020

Date of Destruction



Staff Report

Agenda Item No. **3.3**

To: Board of Directors:

From: Nancy Law, Financial Services Technician/Office Manager

Via: Duane Burk, General Manager

Date: October 14th, 2020

Subject: Resolution #2020-04 Approval of BCVRPD Debt Management Policy

Background and Analysis:

On September 9th, 2020 the Board approved funding capital projects through California Special District Association (CSDA) Finance Corporation. Staff recommended a 5 Year, \$400,000.00 loan at an interest rate at 2.95% with a no pre-payment penalty. The reason staff is recommending a debt program is a result of COVID-19 shut downs and reduction in revenues. Capital expenditures for this debt are the rehabilitation of the Bogart Pond, Field #7 restrooms and to mitigate Apple Fire runoff from monsoons and rain events in the future. Moreover, the District does have committed future revenues such as, Apple Fire Camp \$85,000.00 from CAL Fire, Bogart Regional Park Operating of \$100,000.00 from County of Riverside and \$400,000.00 from ShopOff Developer (attached).

As a result of our September 9, 2020, it is essential to adopt a Debt Management Policy and Resolution. This will help the District Maintain financial health, protect the District's credit-worthiness ensure the District has flexibility to meet its financial needs and ensure the District's debt is consistent with our planning goals and objectives.

Recommendations:

Staff recommends the Board review, comment and approve the Debt Management Policy Resolution #2020-04.

Fiscal Impact:

No fiscal impact.

Respectfully Submitted,

Nancy Law
Financial Services Technician/Office Manager

Nancy Law

From: Duane Burk
Sent: Thursday, October 8, 2020 11:47 AM
To: Nancy Law
Subject: FW: Parks District \$400k
Attachments: \$400,000 Parks Contribution from Admin Record.pdf

Please print this email for the Board as well

*Duane Burk
General Manager
Beaumont Cherry Valley Recreation & Parks District
951-845-9555
951-845-9557*



**Parks
Make
Life
Better!**

From: Brian Rupp [<mailto:BRupp@shopoff.com>]
Sent: Monday, September 21, 2020 8:20 PM
To: Duane Burk; dhughes2225@yahoo.com
Cc: Allison Ellingson; David Graves
Subject: FW: Parks District \$400k

Duane & Dan,

I hope you and your families are well. I apologize for the late reply to my conversation with Dan. The \$400,000 will be paid at building permit, which is expected late next year. Let's get together on a zoom meeting soon to discuss logistics of how to get the Danny Thomas Ranch property converted to ball fields!

Kind regards,

Brian

1 The -- the current ownership had -- had a
2 proposal that had been circulated some time ago, I
3 think it was for about 182 lots along with open space
4 and trails.

5 Once our escrow closes, we would do something
6 different, something at a lower density than permitted
7 under the current rules, and something that we think
8 would be of great benefit to the community. Our plan
9 would not necessarily be economically feasible to the
10 current property owners, but we're willing to proceed
11 with this in an effort to be good neighbors.

12 The plan's still conceptual in nature, but we
13 envision will have less than 60 homes, at least 25
14 gross acres set aside from active recreation, with the
15 balance of the site being set aside for open space and
16 trails. At a valuation of 60,000 an acre, the value of
17 the park land alone is in excess of a
18 million-and-a-half dollars, plus the value for the
19 other open space and trail dedications.

20 Additionally, we recognize that even with the
21 substantial contribution of land, funds will be needed
22 for the construction, design, and operations of such a
23 park. To that end, I'm happy to seed the effort with a
24 \$400,000 contribution to the Beaumont Cherry Valley
25 Park and Recreation Improvement Corporation, which I

1 understand is the District's nonprofit organization.
2 This donation would be made concurrently upon issuance
3 of building permits for the San Gorgonio Crossing
4 project.

5 We're hopeful that we will be able to gain
6 your support and survive any CEQA challenges and
7 construct this project. And in doing so, we believe
8 this adds just another token of our faith to the
9 community, and believe that this overall delivers
10 substantial economic, transportation, and recreational
11 benefits to the community.

12 Thank you very much for your consideration.

13 SUPERVISOR TAVAGLIONE: Okay. Thank you,
14 Mr. Shopoff. Any questions? Supervisor Ashley.

15 SUPERVISOR ASHLEY: Yeah. There's some talk
16 about the job -- job numbers, wages, impact on property
17 values. And I see you've got Dr. Husing here. I'd
18 like to hear from -- hear him talk about that. If you
19 could give him your permission to bring him up.

20 MR. HUSING: Sir. John Husing, Economics and
21 Politics, Incorporated.

22 SUPERVISOR TAVAGLIONE: Good morning.
23 Actually, good afternoon.

24 SUPERVISOR ASHLEY: Good morning. This -- the
25 question is, there was some talk about one of the jobs

1 Calimesa and Beaumont and the community of Cherry
2 Valley.

3 Number six, the jobs and economy. Another
4 feature that can't be ignored is the fact that this
5 project will advance the County's economic vision and
6 benefit the Pass Area in particular. The Pass Area --
7 Area's job-to-housing ratio is 128 percent, which is
8 far lower than the rest of Southern California. 128
9 percent, we can't ignore this fact.

10 And according to our EDA department, we have
11 101,000 residents, but only 19,000 local jobs in the
12 Pass Area. This project does something to correct this
13 terrible statistic, and in a very meaningful way by
14 bringing good local jobs to the Pass. The total
15 estimate of overall economic benefit to the Pass Area
16 is more than \$150 million.

17 I know there are some that say that the
18 logistics-related jobs don't pay well. But our County
19 EDA and the County Center for Demographics tell us
20 logistic workers average close to \$50,000 per year.

21 Seven, do something for the community. I
22 thank the applicant for volunteering to provide the
23 \$400,000 in funds to the Cherry Valley Park and
24 Recreation District's nonprofit for use in developing
25 the proposed 25-acre sports park.

RESOLUTION NO. 2020-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT APPROVING A DEBT MANAGEMENT POLICY

WHEREAS, the Board of Directors (the “Board”) of the Beaumont-Cherry Valley Recreation and Park District (the “District”) recognizes that cost-effective access to the capital markets depends on prudent management of the District’s debt program; and

WHEREAS, Government Code section 8855(i) requires any issuer of public debt to certify prior to issuing debt that it has adopted local policies addressing the topics set forth in said Code; and

WHEREAS, the Board wishes to set parameters for issuing debt, managing the debt portfolio and providing guidance to decision makers; and

WHEREAS, the Board finds and determines that adoption of the attached Debt Management Policy (the “Debt Management Policy”) will help ensure that debt is issued and managed prudently in order to maintain sound fiscal policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Beaumont-Cherry Valley Recreation and Park District hereby orders and determines as follows:

Section 1. Recitals. The Board hereby specifically finds and declares that each of the recitals set forth above are true and correct and are hereby incorporated in conjunction with the respective staff report.

Section 2. Approval of the Debt Management Policy. This Board hereby declares that the proposed Debt Management Policy attached hereto is hereby approved as the Beaumont-Cherry Valley Recreation and Park District Debt Management Policy to be effective on the date of approval.

Section 3. Authorization to Manage Debt Issuance Functions. The General Manager, or a designee thereof, is hereby authorized to manage debt issuance functions for the District in accordance with the Debt Management Policy.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing resolution was adopted at a regular meeting of the Board of Directors of the Beaumont-Cherry Valley Recreation and Park District held on the on the 14th day of October, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED

PRESIDENT

ATTESTED:

SECRETARY

Beaumont-Cherry Valley Recreation and Park District

Debt Management Policy

Approved by a Resolution adopted by the Board of Directors on
October 14, 2020

This Debt Management Policy (the "Debt Policy") of the Beaumont-Cherry Valley Recreation and Park District (the "District") was approved by the Board of Directors to be effective as of the date first set forth above. The Debt Policy may be utilized by staff with the discretion to deviate as determined appropriate by the District Administrator, and may be amended by the Board of Directors of the District as it deems appropriate from time to time in the prudent management of the debt and financing needs of the District.

1. Findings

This Debt Policy is intended to comply with Government Code Section 8855(i), which became effective on January 1, 2017, and shall govern all debt undertaken by the District.

The District hereby recognizes that a fiscally prudent debt policy is required in order to:

- Help maintain the District's financial health.
- Ensure the District has the flexibility to meet its financial needs.
- Protect the District's credit-worthiness.
- Ensure that all debt is structured to benefit both current and future constituents of the District.
- Ensure that the District's debt is consistent with the District's planning goals and objectives.

2. Policies

A. Purposes For Which Debt May Be Issued

(i) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and/or rehabilitation of capital improvements and facilities, property and other assets, equipment and land to be owned and operated by the District or funded for the benefit of the District.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the District and its constituents.
- When the debt is issued to refinance outstanding debt in order to produce savings or to realize other benefits of a debt restructuring.

(b) Long-term debt financings will not generally be considered appropriate for recurring operating expenses and routine maintenance expenses.

(c) The District may use long-term debt financings subject to the following conditions:

- The project and/or costs to be financed must be approved by the District Board.
- The weighted average maturity of the debt will generally not exceed the average useful life of project being financed.
- The District estimates that sufficient revenues will be available to service the debt through its maturity.
- The District determines that the issuance of the debt will comply with the applicable state and federal law.

(ii) Short-term debt. Short-term debt may be issued to provide financing for the District's operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the District may undertake lease-purchase financing for equipment.

(iii) Financings on Behalf of Other Entities. The District may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of District. In such cases, the District shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

B. Types of Debt

The following types of debt are allowable under this Debt Policy:

- Installment sale agreements, loans and similar debt-financing contracts
- Loans and contracts with State or Federal agencies, including the United States Department of Agriculture–Rural Development
- Lines of credit
- General obligation bonds (GO Bonds)
- Bond or grant anticipation notes (BANs)
- Lease revenue bonds, certificates of participation (COPs) and lease-purchase transactions
- Other revenue bonds and Certificates of Participation (COPs)
- Tax and revenue anticipation notes (TRANS)
- Land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes
- Refunding bonds, notes, loans, and other obligations

The District Board may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

Debt shall be issued as fixed rate debt unless the District makes a specific determination as to why a variable rate issue would be beneficial to the District in a specific circumstance.

C. Relationship of Debt to Capital Improvement Program and Budget

The District is committed to long-term capital planning. The District intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the District's capital budget and the capital improvement plan. Items outside the capital budget or capital improvement plan may also be financed.

The District shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues.

The District shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that funding is available for capital and non-capital projects when needed in furtherance of the District's public purposes.

The District shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures from its general fund.

D. Policy Goals Related to Planning Goals and Objectives

The District is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The District intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the District's annual operations budget.

It is a policy goal of the District to protect its constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The District will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the District to realize, whenever possible, and subject to any overriding non-financial policy considerations, minimum net present value debt service savings equal to at least 3.0% of the refunded principal amount.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the District shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

Without limiting the foregoing, the District will periodically review the requirements of and will remain in compliance with the following:

- Any continuing disclosure undertakings entered into by the District in accordance with Securities and Exchange Commission (SEC) Rule 15c2-12.
- Any reporting obligations to the California Debt and Investment Advisory Commission (CDIAC)
- Any federal tax compliance requirements, including, without limitation, arbitrage and rebate compliance.
- The District's investment policies as they relate to the use and investment of bond proceeds.

Proceeds of debt will be held either (a) by a third-party trustee or fiscal agent, which will disburse such proceeds to or upon the order of the District upon the submission of one or more written requisitions by the District Administrator (or his or her designee), or (b) by the District, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the District.

END OF DEBT MANAGEMENT POLICY



Staff Report

Agenda Item No. **3.4**

To: Board of Directors:

From: Nancy Law, Financial Services Technician/Office Manager

Via: Duane Burk, General Manager

Date: October 14th, 2020

Subject: Resolution #2020-05 Authorizing the Execution and Delivery of an Installment Sale Agreement

Background and Analysis:

On September 9th, 2020 the Board approved funding capital projects through California Special District Association (CSDA) Finance Corporation. Staff recommended a 5 Year, \$400,000.00 loan at an interest rate at 2.95% with a no pre-payment penalty. The reason staff is recommending a debt program is a result of COVID-19 shut downs and reduction in revenues. Capital expenditures for this debt are the rehabilitation of the Bogart Pond, Field #7 restrooms and to mitigate Apple Fire runoff from monsoons and rain events in the future. Moreover, the District does have committed future revenues such as, Apple Fire Camp \$85,000.00 from CAL Fire, Bogart Regional Park Operating account of \$100,000.00 from County of Riverside and \$400,000.00 from ShopOff Developer.

As a result of our September 9, 2020, it is essential to adopt a Debt Management Policy and Resolution. This will help the District Maintain financial health, protect the District's credit-worthiness ensure the District has flexibility to meet its financial needs and ensure the District's debt is consistent with our planning goals and objectives.

Attached for review and approval is the Installment Sale Agreement to have Municipal Finance Corporation provide financing in the amount of \$400,000.00 with a five year installment at 2.95% interest rate for the acquisition and construction of park improvements.

Recommendations:

Staff recommends that the Board review, comment and approve Resolution #2020-05 Authorizing Execution and Delivery of an Installment Sale Agreement with Municipal Finance Corporation from Westlake Village California.

Fiscal Impact:

Annual installment payments of \$87,217.19 for (5) year's total financial impact to the District is \$436,085.90.

Respectfully Submitted,



Nancy Law
Financial Services Technician/Office Manager

RESOLUTION NO. 2020-05

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF PARK IMPROVEMENTS

WHEREAS, the Beaumont-Cherry Valley Recreation and Park District (the "District") is a special district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$400,000.00 for the acquisition and construction of park improvements (the "Project"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective five year installment sale financing arrangement at a 2.95% interest rate;

WHEREAS, in accordance with California Government Code Section 5852.1, the Board of Directors has obtained and disclosed in the information set forth in Exhibit A hereto;

NOW, THEREFORE, it is resolved by the Board of Directors of the Beaumont-Cherry Valley Recreation and Park District as follows:

SECTION 1. Installment Sale Agreement. The President of the Board of Directors, the District Manager or a designee in writing (each, an "Authorized Officer") is hereby authorized to enter into an Installment Sale Agreement (the "Installment Sale") with the Corporation substantially in the form on file with the Secretary of the Board and subject to final approval as to form by the District's legal counsel.

SECTION 2. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the Authorized Officer, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Installment Sale.

SECTION 3. Authorization to Establish Project Fund. The Board of Directors hereby authorizes and directs the President of the Board, the District Manager or a designee in writing to make appropriate arrangements to establish a special fund into which the proceeds of the financing are deposited for the purpose of paying the costs of the Project.

SECTION 4. Other Actions. The Authorized Officer and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Installment Sale. Such actions are hereby ratified, confirmed and approved.

SECTION 5. Qualified Tax-Exempt Obligations. The Installment Sale is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Installment Sale is issued more than

\$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved:

President of the Board

Attest:

Secretary of the Board

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the Corporation, which have been provided to the District in good faith:

- (A) True interest cost of the Installment Sale: 2.95%
- (B) Finance charge of the Installment Sale (sum of all costs of issuance and fees/charges paid to third parties): \$0
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$400,000.00
- (D) Total payment amount through maturity: \$436,085.90

INSTALLMENT SALE AGREEMENT #18-009

This Installment Sale Agreement dated November 1, 2020 (this "Agreement") is entered into by and between the Beaumont-Cherry Valley Recreation and Park District, a special district duly organized under the laws of the State of California (the "District"), and Municipal Finance Corporation, a corporation duly organized under the laws of the State of California (the "Corporation");

WITNESSETH:

WHEREAS, the Corporation desires to sell the 2020 Project, as hereinafter defined, to the District, and the District desires to purchase the 2020 Project from the Corporation, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Corporation and the District are authorized under the Constitution and laws of the State of California to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS; AUTHORIZATION OF PARTIES

Section 1.01. Definitions. The following terms will have meanings indicated below unless the context clearly requires otherwise:

Assignee

The term "Assignee" means Citizens Business Bank, its successors and assigns.

Closing Date

The term "Closing Date" means the date on which the Corporation deposits with the District the funds required to be deposited by Section 3.01 of this Agreement.

Corporation

The term "Corporation" means Municipal Finance the Corporation, a California corporation.

District

The term "District" means Beaumont-Cherry Valley Recreation and Park District, a special district duly organized and existing under and by virtue of the laws of the State of California.

Event of Default

The term "Event of Default" means an event described in Section 8.01.

Fiscal Year

The term "Fiscal Year" means the period beginning on July 1 of each year and ending on the last day of June of the subsequent year, or any other twelve-month period selected and designated as the official Fiscal Year of the District.

General Fund

The term "General Fund" means the General Fund of the District being maintained in accordance with Section 5.02 hereof.

Net Proceeds

The term "Net Proceeds" means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such proceeds.

2020 Project

The term "2020 Project" means the additions, betterments, extensions and improvements described in Exhibit A hereto and as modified in conformance with Section 3.04 hereof.

Purchase Price

The term "Purchase Price" means the principal amount plus interest thereon owed by the District to the Corporation under the terms hereof as provided in Section 4.01.

Revenues

The term "Revenues" means all taxes, assessments, income, rates, fees, charges and other moneys deposited in the General Fund of the District. Revenues shall not include proceeds of taxes or assessments restricted by law to be used by the District to pay bonds or other obligations hereafter issued.

Series 2020 Installment Payment Date

The term "Series 2020 Installment Payment Date" means the date on which Installment Payments are scheduled to be paid by the District under and pursuant to this Agreement.

Series 2020 Installment Payments

The term "Series 2020 Installment Payments" means the Installment Payments scheduled to be paid by the District under and pursuant hereto.

Section 1.02. Exhibits. The following Exhibits are attached to, and by reference made a part of, this Agreement:

EXHIBIT A DESCRIPTION OF 2020 Project

EXHIBIT B

SCHEDULE OF SERIES 2020 INSTALLMENT PAYMENTS

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to authorize the execution of this Agreement by the officers and persons signing it, and that the transactions contemplated in this Agreement are in the ordinary course of business for both parties.

ARTICLE II

REPRESENTATIONS AND WARRANTIES
OF DISTRICT AND CORPORATION

Section 2.01. Representations and Warranties of the District. The District represents and warrants, for the benefit of the Corporation and Assignee, as follows:

(a) The District is a special district, duly organized and existing under and by virtue of the laws of the State of California.

(b) The District is authorized under the Constitution and laws of the State of California to enter into this Agreement, and to enter into the transactions contemplated and to carry out its obligations hereunder.

(c) The District has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, or by other appropriate official approval, and further represents and warrants that all requirements have been met, and proceedings have been taken in order to ensure the enforceability of this Agreement, and the District has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by the District of the Project hereunder.

(d) Neither the execution and delivery of this Agreement or the related documents or exhibits attached hereto nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing.

(e) The District is in compliance with the terms and covenants contained in this Agreement, and there is no Event of Default occurring under this Agreement.

(f) The 2020 Project will have a useful life in the hands of the District that is in excess of the term of this Agreement.

Section 2.02. Representations and Warranties of the Corporation. The Corporation represents and warrants to the District as follows:

(a) The Corporation is a corporation duly organized, existing and in good standing under and by virtue of the laws of the State of California; has power to enter into this Agreement; is possessed of full

power to own and hold real and personal property, and to purchase and sell the same; is in a solvent financial condition as of the date hereof; and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing.

(c) The Corporation is entering into this Agreement as a commercial arms-length transaction and is not acting in the capacity of a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended.

ARTICLE III

ACQUISITION AND CONSTRUCTION OF THE 2020 Project

Section 3.01. Acquisition and Construction of the 2020 Project; Deposit of Moneys. On the Closing Date the Corporation shall deposit the sum of \$400,000.00 to a special account established by the District (the "Project Fund"), which the District shall expend for the purpose of financing the acquisition, construction and installation of the 2020 Project. The District shall invest proceeds in the Project Fund in investments authorized by California law and the District's investment policy. Any unexpended proceeds in the Project Fund upon the completion of the 2020 Project shall be applied by the District towards the payment of Installment Payments.

The Corporation hereby appoints the District as its agent to carry out all phases of the acquisition, construction and installation of the 2020 Project and the District hereby accepts such appointment. The District shall enter into contracts and provide for, as agent for the Corporation, the complete construction, acquisition and installation of the 2020 Project. The District hereby agrees that it will cause the construction, acquisition and installation of the 2020 Project to be diligently performed. It is hereby expressly understood and agreed that the Corporation shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2020 Project and that all such costs and expenses shall be paid by the District, regardless of whether the funds deposited with the District are sufficient to cover all such costs and expenses.

Section 3.02. Sale of 2020 Project. The Corporation agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Corporation, the 2020 Project at the purchase price specified in Section 4.01 hereof and otherwise in the manner and in accordance with the provisions of this Agreement.

Section 3.03. Title. All right, title and interest in the 2020 Project shall vest in the District immediately upon the acquisition and construction thereof. Such vesting shall occur without further action by the Corporation or the District and the Corporation shall, if requested by the District or if necessary to assure such automatic vesting, deliver any and all documents required to assure such vesting.

Section 3.04. Changes to the 2020 Project. The District may substitute other improvements for those listed as components of the 2020 Project in Exhibit A hereto, but only if the District first files with the Corporation a statement of the District:

(a) identifying the improvements to be substituted and the improvements to the District facilities they replace in the 2020 Project; and

(b) stating that the estimated costs of construction, acquisition, and installation of the substituted improvements are not less than such costs for the improvements previously planned.

Section 3.05. Disclaimer of Warranties. The CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE 2020 PROJECT OR ANY PART THEREOF, OR AS TO THE FITNESS FOR ANY PARTICULAR USE OF THE 2020 PROJECT OR ANY PART THEREOF OR AS TO THE FITNESS OF THE 2020 PROJECT FOR THE USE CONTEMPLATED BY THE DISTRICT OR ANY PART THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT THERETO. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A CONTRACTOR OF THE 2020 PROJECT, THAT THE DISTRICT PURCHASES THE 2020 PROJECT "AS-IS", IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. IN NO EVENT SHALL THE CORPORATION BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE ACQUISITION, CONSTRUCTION, EXISTENCE, FURNISHING, FUNCTIONING OR THE DISTRICT'S USE OF ANY ITEM OR PRODUCTS OR SERVICES PROVIDED FOR IN THIS AGREEMENT. THE DISTRICT ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE 2020 PROJECT FOR ITS INTENDED USE.

ARTICLE IV

PURCHASE PRICE AND SERIES 2020 INSTALLMENT PAYMENTS

Section 4.01. Purchase Price.

(a) The Purchase Price to be paid by the District hereunder to the Corporation is the sum of the principal amount of the District's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the District hereunder is set forth in Exhibit B hereto.

(c) The interest to accrue on the unpaid balance of such principal amount is as specified in Section 4.02 and Exhibit B hereto, and shall be paid by the District as and constitute interest paid on the principal amount of the District's obligations hereunder.

Section 4.02. Series 2020 Installment Payments. The District shall, subject to its rights of prepayment provided in Article VII, pay the Assignee the Purchase Price in installment payments of interest and principal in the amounts and on the Series 2020 Installment Payment Dates as set forth in Exhibit B hereto.

Each Series 2020 Installment Payment shall be paid to the Assignee in lawful money of the United States of America. In the event the District fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the District until such amount shall have been fully paid and the District agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Series 2020 Installment Payments if paid in accordance with their terms.

The obligation of the District to make the Series 2020 Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the District will not discontinue or suspend any Series 2020 Installment Payments required to be made by it under this section when due, whether or not the 2020 Project or any part thereof is operating or operable or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2020 Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SECURITY

Section 5.01. Pledge of Revenues. All Revenues and all amounts on deposit in the General Fund are hereby irrevocably pledged to the payment of the Series 2020 Installment Payments as provided herein. In accordance with Section 5451 of Title 1, Chapter 5.5 of the California Government Code, this pledge shall constitute a first and exclusive lien on Revenues and amounts on deposit in the General Fund for the payment of the Series 2020 Installment Payments in accordance with the terms hereof.

Section 5.02. Allocation of Revenues. The District has heretofore established the General Fund for the collection and deposit of the Revenues of the District. Upon the payment or set aside of the amounts necessary to pay the Series 2020 Installment Payments in each Fiscal Year, the lien established in Section 5.01 is released and the District may expend Revenues and amounts on deposit in the General Fund for any lawful purpose.

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.01. Compliance with this Agreement and Ancillary Agreements. The District will punctually pay the Series 2020 Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2020 Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Corporation to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Corporation or any force majeure, including acts of God,

tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

Section 6.02. Against Encumbrances. The District will not make any pledge of or place any lien on Revenues or the moneys in the General Fund except as provided herein. The District may at any time, or from time to time, issue debt or incur other obligations for any lawful purpose which are payable from and secured by a pledge of and lien on Revenues or any moneys in the General Fund as may from time to time be deposited therein (as provided in Section 5.02), provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein.

Section 6.03. Prompt Acquisition and Construction. The District will take all necessary and appropriate steps to acquire and construct the 2020 Project, as agent of the Corporation, with all practicable dispatch and in an expeditious manner and in conformity with law so as to complete the same as soon as possible.

Section 6.04. Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or funds or accounts created hereunder or on any funds in the hands of the District pledged to pay the Series 2020 Installment Payments or which might impair the security of the Series 2020 Installment Payments.

Section 6.05. Tax Covenants.

(a) Generally. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Series 2020 Installment Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity. The District shall assure that the proceeds of this Agreement are not so used as to cause this Agreement to satisfy the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or the private loan financing test of Section 141(c) of the Code.

(c) Arbitrage. The District will not take any action or omit to take any action which action or omission, if reasonably expected on the date of this Agreement, would have caused this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

(d) Federal Guarantee. The Series 2020 Installment Payments are not directly guaranteed or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality of the United States so as to cause the Series 2020 Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Reimbursement Regulations. The proceeds of this Agreement used for reimbursement of prior expenditures will be made pursuant to and in compliance with Income Tax Regulations Section 1.150-2.

(f) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

(g) Bank Qualified. The District hereby designates this Agreement for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Agreement, has been or will be issued by the District, including all subordinate entities of the District, during calendar year 2018.

(h) Miscellaneous. The District will take no action inconsistent with its expectations stated in the Arbitrage and Tax Certificate and will comply with the covenants and requirements stated therein and incorporated by reference herein.

Section 6.06. Insurance.

(a) The District will, at its own expense, procure and maintain or cause to be procured and maintained insurance on the 2020 Project with responsible insurers in such amounts and against such risks as are usually covered so long as such insurance is available at reasonable rates.

In the event of any damage to or destruction of the 2020 Project caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the 2020 Project. The District shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed.

If such Net Proceeds exceed the costs of such reconstruction, repair or replacement, then the excess Net Proceeds shall be applied in part to the prepayment of Series 2020 Installment Payments as provided in Article VII. If such Net Proceeds are sufficient to enable the District to retire the entire obligation evidenced hereby prior to the final due date of the Series 2020 Installment Payments, the District may elect not to reconstruct, repair or replace the damaged or destroyed portion of the 2020 Project, and thereupon such Net Proceeds shall be applied to the prepayment of Series 2020 Installment Payments as provided in Article VII.

(b) The District will, at its own expense, procure and maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Corporation, which insurance shall afford protection in such amounts and against such risks as are usually covered.

(c) Any insurance required to be maintained by paragraph (a) above and, if the District determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained so as to be, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance required to be maintained herein shall provide that the Corporation and the Assignee shall be given thirty (30) days, written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Section 6.07. Financial Statements. The District will prepare and file with the Corporation and the Assignee annually within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2018) financial statements of the District for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles.

Section 6.08. Protection of Security and Rights of the Corporation. The District will preserve and protect the security granted herein and the rights of the Corporation to the Series 2020 Installment Payments hereunder and will warrant and defend such rights against all claims and demand of all persons.

Section 6.09. Eminent Domain Proceeds. If all or any part of the 2020 Project shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied, at the District's discretion, towards the prepayment in whole or in part of the Series 2020 Installment Payments or towards other capital improvements of the District.

Section 6.10. Further Assurances. The District will adopt, deliver, execute and make any and all further assurances, agreements, instruments and resolutions as may be reasonably necessary or requested by the Corporation to carry out the intention or to facilitate the performance hereof and for assuring and confirming unto the Corporation of the rights and benefits provided to it herein.

ARTICLE VII

PREPAYMENT OF SERIES 2020 INSTALLMENT PAYMENTS

Section 7.01. Prepayment.(a) The District may or shall, as the case may be, prepay from the Net Proceeds as provided herein the Series 2020 Installment Payments in whole or in part on any date in the order of payment date as directed by the District at a prepayment price equal to the sum of the principal amount prepaid plus accrued interest thereon to the date of prepayment.

(b) The District may prepay the Series 2020 Installment Payments in whole commencing on the third anniversary of the Closing Date at a prepayment price equal to 102% of the principal amount of the Series 2020 Installment Payments to be prepaid.

Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Corporation).

Section 7.02. Method of Prepayment. Before making any prepayment pursuant to Section 7.01, the District shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Corporation describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than sixty (60) nor more than seventy-five (75) days from the date such notice is given.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE CORPORATION

Section 8.01. Events of Default and Acceleration of Maturities. If one or more of the following

Events of Default shall happen, that is to say--

(1) if default shall be made by the District in the due and punctual payment of any Series 2020 Installment Payment when and as the same shall become due and payable;

(2) if default shall be made by the District in the performance of any of the other agreements or covenants required herein to be performed by it, and such default shall have continued for a period of sixty (60) days after the District shall have been given notice in writing of such default by the Corporation; or

(3) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property;

then and in each and every such case during the continuance of such Event of Default specified in the clauses above, the Corporation may, by notice in writing to the District, declare the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This Section, however, is subject to the condition that if at any time after the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered the District shall deposit with the Corporation a sum sufficient to pay the unpaid principal amount of the Series 2020 Installment Payments above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the Series 2020 Installment Payments, and the reasonable expenses of the Corporation, and any and all other defaults known to the Corporation (other than in the payment of the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Corporation or provision deemed by the Corporation to be adequate shall have been made therefor, then and in every such case the Corporation, by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.01, all Revenues thereafter received by the District shall be applied in the following order --

First, to the payment, without preference or priority, and in the event of any insufficiency of such Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Corporation if any, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon, with interest on the overdue installments at the rate or rates of

interest applicable to the Series 2020 Installment Payments.

Section 8.03. Other Remedies of the Corporation. The Corporation shall have the right --

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his duties under the Act and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Corporation; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Corporation shall have no security interest in or mortgage on the 2020 Project and no default hereunder shall result in the loss of the 2020 Project.

Section 8.04. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the Series 2020 Installment Payments to the Corporation at the respective due dates or upon prepayment from the Net Revenues, the General Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Corporation, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Corporation shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Corporation to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Corporation by the law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Corporation.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Corporation, the District and the Corporation shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by law.

Section 8.06. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee and shall be exercised solely by the Assignee.

ARTICLE IX
(RESERVED)

ARTICLE X

MISCELLANEOUS

Section 10.01. Liability Limited. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Revenues, the General Fund and the other funds provided herein for the payment of amounts due hereunder or for the performance of any agreements or covenants required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

The obligation of the District to make the Series 2020 Installment Payments is a special obligation of the District payable solely from the Net Revenues, and does not constitute a debt of the District or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 10.02. Benefits of this Agreement Limited to Parties. Subject to Sections 10.03 and 10.07, nothing contained herein, expressed or implied, is intended to give to any person other than the District or the Corporation any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Corporation shall be for the sole and exclusive benefit of the other party.

Section 10.03. Successor Deemed Included in all References to Predecessor. Whenever either the District or the Corporation is named or referred to herein, such reference shall be deemed to include the successor and assigns to the powers, duties and functions that are presently vested in the District or the Corporation, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Corporation shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 10.04. Waiver of Personal Liability. No director, officer or employee of the District shall be individually or personally liable for the payment of the Series 2020 Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 10.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.06. Partial Invalidity. If any one or more of the agreements or covenants or portions

thereof required hereby to be performed by or on the part of the District or the Corporation shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Corporation hereby declare that they would have executed this Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.07. Assignment. This Agreement and any rights hereunder may be assigned by the Corporation, as a whole or in part, at any time upon filing with the District an assignment or notice of assignment. No such assignment shall be effective as against the District unless and until the Corporation shall have filed with the District a copy of such assignment or written notice thereof. The District shall pay all Series 2020 Installment Payments hereunder pursuant to the direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the District. During the term of this Agreement, the District shall keep a complete and accurate record of all such assignments or notices of assignment.

Section 10.08. Net Contract. This Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof the Series 2020 Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 10.09. California Law. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 10.10. Notices. All written notices to be given hereunder shall be given by United States mail, postage prepaid in certified or registered form or personal delivery, to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District: Beaumont-Cherry Valley Recreation and Park District
390 W. Oak Valley Parkway
Beaumont, CA 92223
Attention: General Manager

If to the Corporation: Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Attention: President

Section 10.11. Effective Date. This Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Corporation).

Section 10.12. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 10.13. Indemnification of the Corporation and the Assignee. The District hereby agrees to indemnify and hold harmless the Corporation and the Assignee if and to the extent permitted by law from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder, the ownership of any item of the 2020 Project, the use, operation, condition, purchase, possession of the 2020 Project, or an accident or damage to property or injury or death to any person resulting therefrom; provided that no indemnification will be made for gross negligence or willful misconduct or the breach of an obligation hereunder.

Section 10.12. Amendments Permitted. This Agreement and the rights and obligations of the Corporation and the District may be modified or amended at any time by an amendment hereto which shall become binding with the written consent of the Corporation, the District and the Assignee.

IN WITNESS WHEREOF, the Corporation and the District have caused their authorized officers to execute this Agreement as of the date first written above.

CORPORATION:

MUNICIPAL FINANCE CORPORATION

By: _____

Title: _____

DISTRICT:

BEAUMONT-CHERRY VALLEY RECREATION AND PARK
DISTRICT

By: _____

Title: _____

EXHIBIT A
DESCRIPTION OF PROJECT

The projects being financed are a rehabilitation of a 5 million gallon earthen Fishing Pond located in Bogart Park, install rip rap sides, new clay liner, and concrete spill way. Erosion control infrastructure and preparation for raining season in Bogart Park caused by the recent Apple Fire. Field 7 at Noble Creek Park construct two new ADA restrooms.

EXHIBIT B

SCHEDULE OF SERIES 2020 INSTALLMENT PAYMENTS

PMT #	Due Date	Installment Payment	To Principal	To Interest
1		\$87,217.18	\$75,417.18	11,800.00
2		87,217.18	77,641.99	9,575.19
3		87,217.18	79,932.43	7,284.75
4		87,217.18	82,290.43	4,926.75
5		87,217.18	84,717.97	2,499.21
TOTALS:		<u>\$436,085.90</u>	<u>\$400,000.00</u>	<u>\$36,085.90</u>



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Chairman and Board of Directors

From: Janet Covington, Human Resources Administrator/Clerk of the Board

Date: October 14, 2020

Employees:

We have 25 employees. We brought back a full time maintenance employee from furlough and two maintenance employees and one recreation assistant resigned from the District. We currently have 14 employees working and 11 on furlough. We promoted Taylor McCafferty to a Part time Maintenance position.

Reports:

- We reviewed our 2020 Biennial Notice for Conflict of Interest Codes and determined no amendment was needed.
- Our 4th quarter Safety Package was submitted to CAPRI.

Workers Compensation Cases/Incidents/Accidents – No employee cases. (549 days since our last employee accident).

Training:

- Safety Compliance provided “Handling Power Tools Safely” training in September
- Janet Covington and Nancy Law attended Special District Leadership Foundations Module 2 training on “Setting Direction/Community Leadership” This was the second training of four modules.
- Harassment training for Directors, Supervisors and staff is scheduled for January 13, 2020 @ 4:00pm prior to our board meeting. This will be both in person with social distancing allowance and virtual.
- Ethics training will need to be completed in January as well. This free training is available on line at <http://localethics.fppc.ca.gov/login.aspx>. When the course is completed, you print the certification and return it to Janet.
- Janet attended CalPERS Public Agency Business Rules as well as several webinars from skill path and the first three sessions in a six-part series on Story Telling for Special Districts by Streamline, making the public aware of who our District is, what we do and why we do it. I have the link to the webinar if anyone would like to view it.
- Janet attended the Best, Best & Krieger webinar on demonstrations and Public Speech and how they pertain to the First Amendment
- **Other:**
 - I am working primarily in my office.
 - Completed all auditor request.
 - We are currently holding open enrollment for staff.
 - Kyle Simpson, Chris Diercks and I attended the Beaumont Chamber Good Morning Breakfast where we received their September Business of the Month award for outstanding performance and service to our community.
 - The staff holiday party is scheduled for Friday, December 11, 2020. This year we are limiting attendance to staff all staff and Directors with the allowance of each person to bring one guest only. We will not be able to invite additional guests in order to apply social distancing set up to keep everyone safe and healthy.

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

Respectfully Submitted,

Janet Covington, Human Resources Administrator/Clerk of the Board



Department Report

Agenda Item No. 4

To: Chairman and Board of Directors
From: Nancy Law, Financial Services Technician/Office Manager
Date: October 14th, 2020

The Finance Committee met Thursday, October 1st, 2020 to review September 2020 Financial Reports for Fiscal Year 2020-2021.

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

Property Tax Disbursement – The Financial Services Technician received deposits into the Riverside County Fund for September 2020 in the amount of \$1,126.25 for Interest Income.

The Financial Services Technician has transferred into the Reserve fund the \$5,000.00 monthly contribution for September 2020 and has moved \$55,000.00 from Capital Reserve for Capital Improvements bringing our balance to \$318,493.67.

Additional items:

- ❖ Finance attended on 9/16/2020 and 9/17/2020 - Special District Leadership Academy (SDLA) Module 2: Setting Direction/Community Development.
- ❖ Finance along with Receptions Ryann Flores attended on 9/9/2020 – Streamline Portal Review.
- ❖ Finance attended on 9/23/2020 – Storytelling for Special Districts.
- ❖ Finance attended on 9/24/2020 – Interpreting and Communicating the New CalPERS Actuarial Reports.
- ❖ Finance attended on 9/29/2020 – Storytelling for Special Districts (part 2)
- ❖ Finance is working on preparation for the CDBG grant Application.

Recommendations: This report is for informational purposes only.

Respectfully Submitted,

Nancy Law
Financial Services Technician/Office Manager



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Chairman and Board of Directors
From: Kyle Simpson, Activities Coordinator
Date: October 14th, 2020

Facility Users:

Facility Rentals have resumed in a limited capacity, 25% of building capacity for indoor events and 50% capacity for outdoor events.

COVID-19 Testing Facility has been moved to the Woman's Club through October.

Thunder Alley RC Raceway has been reopened on a limited weekend basis.

Heart and Soul Line Dancing has resumed classes at the Grange.

Guitar classes have started back up at the Grange as of September 1st.

Far From Perfect Mustang Rescue has resumed Gymkhana events at the Horse Arena.

T.O.P.S. has resumed meetings at Noble Creek Community Center as of October 6th.

Beaumont Woman's Club, CAST Players, and San Gorgonio Pass Historical Society have been notified about COVID-19 testing at the Woman's Club for the month of October.

Upcoming District Events:

Bogart 1K/5K Fun Run (Rescheduled)

Due to no way to control social distancing regulations the Fun Run will be postponed until further notice

Movies Under the Stars

I am in contact with Swank Industries to still rent the movies, if it is possible to show them this year

Dates for the movies are still pending based on social distancing and gathering regulations.

Church for Family will contribute with their projector and volunteers, when a decision is made.

Cold and rainy weather may be a factor in cancelling this event in the future

Pumpkin Carve

Greenthumb is unable to donate pumpkins to the event this year, but they will be contributing a cash donation in lieu of Pumpkins

I am in contact with Walmart to get donations for the event; I am currently awaiting a response for my donation request including Pumpkins, Carving Kits, and Candy

I am working on a plan for a drive-thru style carving kit pickup, pending the pumpkin donations

Trunk or Treat

I am working with the Police Department and the City to be involved with Trunk-or-treat this year
Beaumont-Cherry Valley Recreation and Park District will have a Trunk

Community Events/Meetings/Networking

I will be attending the Beaumont Chamber Breakfast on October 9th

I attended the Riverside County Emergency Management Department online live stream of Post Apple and El Dorado Fire Mud and Debris Flow Community Meeting

All other Community events and meetings have been cancelled until further notice due to COVID-19

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Kyle Simpson".

Kyle Simpson, Activities Coordinator



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

Agenda Item No. 4

To: Chairman and Board of Directors
From: Aaron Morris, Maintenance Foreman
Date: 10/14/2020

Report:

Good Evening Board,

As we approach the cool season Maintenance has stayed busy working on daily routine jobs while completing smaller projects throughout the week. I am grateful that we were able to welcome Taylor to the Maintenance team and I am looking forward to passing down my knowledge and skills to her as the Maintenance Department moves forward. Here are a few items that Maintenance has been working on:

Work Items:

- Completed the 3rd Quarter Safety Committee Packet and submitted it on time.
- Maintenance re landscaped the memorial wall planters.
- Maintenance cleaned up and added gravel around the Kiosk at Bogart Regional Park.
- Planning to over seed the Bogart Regional Day Use Meadow mid-October.
- Collaborated with Riverside County Flood and Hotline Construction during their projects within the park.
- Working with Kyle on procedures in anticipation of opening up more amenities.
- Continuing daily Maintenance routines while improving old ones.

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

Respectfully Submitted,

Aaron Morris
Maintenance Foreman

IN LOVING
Memory



*Kathleen Elizabeth
Wagner*

February 23, 1947 -
September 8, 2020



Thank you for your thoughtfulness

A Fallen Limb

A limb has fallen from the family tree.

I keep hearing a voice that says,

"Grieve not for me."

Remember the best times, the laughter, the song.

The good life I lived while I was strong.

Continue my heritage, I'm counting on you.

Keep smiling and surely the sun will shine through.

My mind is at ease, my soul is at rest.

Remembering all, how I truly was blessed.

Continue traditions, no matter how small.

Go on with your life, don't worry about falls.

I miss you all dearly, so keep up your chin.

Until the day comes we're together again."



Kathleen Elizabeth Wagner

02.23.47 - 09.08.2020

