



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, February 13, 2019 4:00pm
390 W. Oak Valley Parkway Beaumont, CA 92223**

AGENDA

www.bcvparks.com

Sexual Harassment Avoidance Training 4:00pm to 6:00pm

DISTRICT CLOSED SESSION – (1 item) 6:00pm

Conference with Legal Counsel

1. Property Negotiations, Edison Easement. Pursuant to Government Code Section 54956.8

Roll Call:

Director De La Cruz _____ Director Ward _____ Treasurer Diercks _____
Vice-Chair/Secretary Flores _____ Chairman Hughes _____

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

WORKSHOP SESSION: None

REGULAR SESSION: Regular Session to Begin at 6:30 pm

Roll Call:

Director De La Cruz _____ Director Ward _____ Treasurer Diercks _____
Vice-Chair/Secretary Flores _____ Chairman Hughes _____

Presentations:

Invocation: Pastor Henry Lundy, Calvary Beaumont

Pledge of Allegiance:

Adjustments to Agenda: Government code sec 54954.5(b) (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:** Anyone wishing to address the Board on any matter not on the agenda may do so now. All person(s) wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a “Request to Speak Form” and give it to the clerk before the start of the meeting. There is a three (3) minute limit on public comments.
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 January 9, 2019
- 2.2 Bank Balances January 2019
- 2.3 Warrants for January 2019

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

- 3.1 Approve Roofing Contract for Noble Creek Community Center
- 3.2 Resolution NO. 2019-01 – Opening of Bank Account, Bogart Park
- 3.3 Declare Surplus Property
 - 3.3.1 John Deere Tractor
- 3.4 Approval of Southern California Edison (SCE) Acquisition of Easement
- 3.5 Approval to Change March Board Meeting to March 14, 2019

4. DEPARTMENT REPORTS:

Human Resources Administrator/Clerk of the Board: Janet Covington
Financial Services Technician/Office Manager: Nancy Law
Activities Coordinator: Kyle Simpson
Athletic Coordinator: Dodie Carlson
Maintenance Foreman: Frank Flores
General Manager: Duane Burk

5. CALENDAR OF EVENTS:

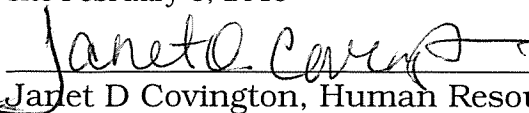
- 5.1 Committee Meetings
 - Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm NCCC
 - Finance – 1st Thursday of Every Month 5:00 pm NCCC
 - Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 6:30 pm
 - BCVRPD Board Meeting Schedule, NCCC
 - March 14, 2019 (upon approval)
 - April 10, 2019
 - May 8, 2019
- 5.2. Upcoming Holidays
 - Monday, February 18, 2019 President's Day
- 5.3. Events
 - March 29, 2019 Welcome Home Vietnam Veterans

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 web site February 8, 2019


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



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, January 9, 2019, 4:00pm**

MINUTES

**Oath of Office – Director De La Cruz and Director Diercks
Ethics Training 4:00pm to 6:00pm**

DISTRICT CLOSED SESSION – None.

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

WORKSHOP SESSION: None

REGULAR SESSION: Regular Session to Begin at 6:00 pm
Regular session began at 6:15pm.

Roll Call:

Director De La Cruz X Director Ward X Treasurer Diercks X
Vice-Chair/Secretary Hughes X Chairman Flores X

Presentations: Oath of Office was taken by Director De La Cruz and Treasurer Diercks. Nick Hughes, representing the Beaumont Lions club presented a donation of \$300.00 for the Beaumont Cherry Valley Recreation & Park Improvement Corporation and expressed his thanks for the use of the ball fields for their fundraiser.

Invocation: The invocation was given by Vice Chair/Secretary Hughes

Pledge of Allegiance: The pledge of allegiance was led by Treasurer Diercks

Adjustments to Agenda: None.

- 1. PUBLIC COMMENT:** Mike Hilburn, president of Beaumont Youth Baseball spoke and he announced and invited everyone to their pancake breakfast on January 26, 2019 7am to 11:00am. He said the spring season is getting started and they already have over 600 registered players. He said the park is amazing and he receives compliments from the public and he thanked the Board for all the upgrades.

2. CONSENT CALENDAR:

- 2.1 Minutes of November 14, 2018 Board Meeting
- 2.2 Minutes of December 6, 2018 Special Meeting
- 2.3 Bank Balances November 2018
- 2.4 Bank Balances December 2018
- 2.5 Warrants for November 2018
- 2.6 Warrants for December 2018

Motion was made to accept items 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6

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 Hughes: Aye
Chairman Flores: Aye

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

3.1 Board Reorganization

Nominations were taken for Board Chairman. Director Ward nominated Vice Chair/Secretary Hughes. Seconded by Chairman Flores. There were no other nominations.

Initial Motion: Director Ward

Second: Chairman Flores

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

Nominations were taken for Vice Chair/Secretary. Director Ward nominated Chairman Flores. He accepted the nomination. Seconded by Treasurer Diercks. There were no other nominations.

Initial Motion: Director Ward

Second: Treasurer Diercks

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

Nominations were taken for Treasurer. Chairman Flores nominated Treasurer Diercks. He accepted the nomination. Seconded by Vice Chair/Secretary Hughes. There were no other nominations.

Initial Motion: Chairman Flores

Second: Vice Chair/Secretary Hughes

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

The new positions were taken. Dan said thanks for the nomination and he thanked Vice/Chair Secretary Flores for his leadership over the year and thanked the board for the accomplishments over the past year. He said we are working on a lot of important

issues and it will require a lot of time from Directors. Duane said that the park improvement committee will be good for the input of strategic planning. Dan said he would like the General Manager to set up a strategic “goal setting getaway” to talk about the visions of the Board and staff. He asked for input from the Directors on the location. John encouraged the directors to keep and expand their commitments to the board and the community. Chris said he has 25 years vested in the District and remembers when there wasn’t any money and now we are in the black and a lot of things are happening with excellent staff and in his opinion the best General Manager we’ve ever had. He thanked everyone for their hard work and feels Denise will do a great job at collaborative. Denise congratulated the Directors on their new positions and committee assignments. She said congratulations on finalizing Bogart Park and she is super excited and encouraged about the future of the District. Armando said he is looking forward to being here and looks forward to learning about the District and his committee assignments.

3.2 Committee Assignments

Chairman Hughes appointed the following:

Finance Committee:

Members are Treasurer Diercks & Vice Chair/Secretary Flores. The alternate will be Chairman Hughes.

Personnel Committee:

Members are Chairman Hughes and Director Ward. The alternate is Director De La Cruz.

Collaborative Agency:

Members are Director Ward and Vice Chair/Secretary Flores. The alternate is Chairman Hughes.

Facilities Ad-hoc:

Members are Treasurer Diercks and Vice Chair/Secretary Flores. The alternate is Director De La Cruz.

Beaumont Youth Baseball Liaison:

Members are Treasurer Diercks and Director De La Cruz.

City of Beaumont:

Members are Chairman Hughes and Vice Chair/Secretary Flores. The alternate is Director Ward

Bogart Park/Beaumont Cherry Valley Water District Committee:

Members are Chairman Hughes and Vice Chair/Secretary Flores. The alternate is Treasurer Diercks.

Beaumont Cherry Valley Recreation & Park Improvement Corporation:

Members are Vice Chair/Secretary Flores and Chairman Hughes. The alternate is Director Ward.

3.3 Authorization for Submittal of the National Fitness Campaign Grant
Motion was made to accept item 3.3, authorizing the submittal of the National Fitness Campaign Grant.

Initial Motion: Treasurer Diercks

Second: Director Ward

Result of Motion: Carried 5-0

Roll call Vote:

Director Ward: Aye

Director Bartells: Aye

Treasurer Diercks: Aye

Vice Chair/Secretary Hughes: Aye

Chairman Flores: Aye

4. DEPARTMENT REPORTS:

Human Resources Administrator/Clerk of the Board: Janet Covington

Janet reported there were three departed employees and we hired a temporary special project associate to clean up computer files and one Casual Recreation Assistant. The total employees are 32. She reported there was a lot of employee training the last two months. Safety Compliance Company provided "Harassment" and "AED" training. Harassment training is required in 2019 for all employees. She attended a CalPERS webinar on Long Term Care and she, Nancy Law and Kyle Simpson attended a CAPRI required webinar regarding Certificates of Insurance and Contracts. She said that she and Nancy Law attended both the California Special Districts Association (CSDA) Board Secretary conference and the (California Public Employers Labor Relations Association (CalPELRA) conference and she thanked Duane for their attendance. Mike Aldrich, Cameron Mondello, Aaron Morris, Frank Flores and Jeremiah Bennett received training in "Introduction to Grounds keeping". Kyle Simpson completed managing Multiple Priorities, Projects and Deadlines training. She said Sexual Harassment Avoidance training is scheduled February 13, 2019 at 4:00 pm prior to the board meeting. Janet also attended the first in a number of Website Boot camp series from Streamline.

Janet reported we still have 1 pending accident claim – Flores, Date of Injury 8/5/2016 – and that the courts granted the motion for summary judgment on October 17, 2018. (60 days to file an appeal on the matter)The District should receive notice hopefully by next week if an appeal has been filed.

The staff holiday part was a success and the following employee awards were received: 5 Years of Service: Kaylee Thornton and Kristine Carlson. 15 Years of Service: Sam Valdivia. Part Timer of the Year: Alyssa Fuimaono. Make it Happen: Ryann Flores, Directors Choice: Ryann Flores and Alyssa Fuimaono. General Managers Choice: Cameron Mondello and Employee of the Year: Nancy Law.

Janet reported the auditors have started requesting items for the 17/18 fiscal year audit and has been fulfilling those requests. She also reported the minimum wage increased from \$11.00 per hour to \$12.00 per hour which affected 15 District employees.

Financial Services Technician/Office Manager: Nancy Law

Nancy reported the Finance Committee met and reviewed the November and December 2018 Financial Reports. She received deposits into the Riverside County Fund in the amount of \$492,433.32 and she transferred into the Reserve fund \$5,000.00 for November and December bringing the balance to \$319,836.75. She reported she attended the Board Secretary Conference with Janet and the Good Morning Beaumont Breakfast. She said she worked with staff at Winterfest. Nancy reported there was a spending cut off from December 17 – January 7 for the Mid-Year Budget Review. Nancy has been working on the

Roofing Notice to Bid that is scheduled for 1/22/2019. Nancy and Duane attended a conference call with National Fitness Campaign and she is excited for tonight's approval to submit the grant. She also met with personnel from the Regional Park and Open-Space District regarding taking over Bogart. Nancy had a conference call with Productive Parks regarding the new work order program for maintenance and she is currently working on setting up the Stream line program for our web-site.

Activities Coordinator: Kyle Simpson

Kyle reported he has been showing facilities for rentals and we have quite a few employee events over the next few months. He reported the District currently has five contract instructors and is working on getting the facility use agreements signed. He completed a safety inspection of the playground and brought the upgrades to the facilities ad-hoc meeting for approval. Kyle said Winterfest went well and thanked everyone for their support. He thanked Treasurer Diercks for driving the truck. He reported there were thirty six craft vendors and five food vendors at the event. He also thanked Beaumont Youth Baseball for running a snack bar. He said there were about 80 children performing which brought in a large crowd. He said Mr. & Mrs. Clause is a big attraction to the event. He reported he attended the good morning breakfast. Kyle indicated there will be a bike run in Bogart at 9:00 am on Saturday and invited everyone to come after the pancake breakfast and this will be the Districts first event since taking over Bogart.

Athletic Coordinator: Dodie Carlson

Dodie congratulated the directors on their positions. She reported adult ball finished in December and they raised \$532.00. They spent \$359.98 for Winterwish families and made a donation to the corporation in the amount of \$172.02. In addition to the tournaments they collected and delivered 1100 to 1200 canned goods for Winterwish. Dodie said she has been working on the calendar and working with the casual employees re-setting all the home plates. She thanked the board for her attendance at a seminar and for the lighting upgrades especially in the horse shoe pit and playground areas.

Maintenance Foreman: Frank Flores

Duane reported for Frank in his absence. Duane said the maintenance department has been working on 2500' of new water lines. The maintenance department has been busy working on the restroom construction and they have cleaned up the yard. They replaced trash can barrels and there is a new sidewalk in the horse shoe and playground area and they have been working irrigation leaks.

General Manager: Duane Burk

Duane said he appreciates the consistency of keeping the committee member assignments the same. Duane reported we are installing sewer, water and electrical to the other side of the RV park for expansion to the RV park. He likes the idea of a Strategic goal setting and plan. He said we can use the Developer Impact Fees to replenish the general fund for that project. The Improvement corporation balance is \$339,000.00 and that money can go to the general fund for approved capital improvement projects. Duane will meet on Sunday with 5 other general managers to see Bogart Park and dinner afterwards. He reported he will be hiring a scribe to write an article on Bogart Park for the National Park & Recreation Association and California Park and Recreation and California Special District. He and Dan will be attending the Calimesa Chamber Installation dinner, honoring Supervisor Jeff Hewitt and he will not be able to attend the Beaumont Installation dinner.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm NCCC
- Finance – 1st Thursday of Every Month 5:00 pm NCCC
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 6:30 pm
- BCVRPD Board Meeting Schedule, NCCC

February 13, 2019

March 13, 2019

April 10, 2019

5.2. Upcoming Holidays

- Monday, January 21, 2019 Martin Luther King Day
- Monday, February 18, 2019 President's Day

5.3. Events

- March 29, 2019 Welcome Home Vietnam Veterans

DIRECTORS MATTERS/COMMITTEE REPORTS

Chairman Hughes:

Dan thanked everybody and encouraged everybody to get involved. He said more people will be interested in our park and he offered his help to anybody who needs it. He thanked John for his leadership. He said the holiday party was great and he enjoyed it. He said he appreciates Joe Ortiz and everything he has done. Joe said Noble Creek is a jewel of this area and it is the central park of Banning, Beaumont and Cherry Valley and he said the acquisition of Bogart is a big deal and congratulated everyone on all the hard work.

Vice Chair/Secretary Flores:

John thanked everyone for supporting him as Chairman. He said our staff couldn't be better. He said he is inspired by Chris for his attendance at meetings and as elected, we have to let people know who we are. He said there is a lot of work in front of us and thanked everyone.

Treasurer Diercks:

Chris said good job to all staff and all the hard work their doing and congratulated the award winners. He said it was a good holiday party and the District is heading in the right direction and will continue.

Director Ward:

Denise apologized for missing a couple of meetings and thanked everyone for their understanding. She said the holiday party was great and congratulated the staff on their awards and said all the staff is doing an awesome job. She said she is excited and proud and congratulated the staff on Bogart Park.

Director De La Cruz:

Armando said congratulations on the Bogart Park transition and to Nancy for the employee of the year award as well as Kyle for the Winterfest event. He said there has been a lot of great work and improvements and he viewed the park with Duane looking at the improvements.

6. ADJOURNMENT:

Motion was made by Treasurer Diercks to adjourn the meeting. Second by Vice Chairman/Secretary Flores.

The meeting was adjourned at 7:54pm

Beaumont Cherry Valley Recreation Park District

Bank Account Balances

As of 1/31/2019

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 Bank of Hemet - Operating	\$ 106,705.96	\$ 318,896.42	\$ 213,784.68	\$ 1,594.22	
2 Bank of Hemet - Payroll Account	\$ 4,399.98	\$ 57,576.16	\$ 55,000.00	\$ 1,823.82	
3 Bank of Hemet - Project Account	\$ 34,167.25	\$ 55,552.04	\$ 26,226.00	\$ 4,841.21	
4 Bank of Hemet MM	\$ 15,345.61	\$ 10,000.00	\$ 1.56	\$ 5,347.17	
5 Bank of Hemet - Reserve Fund	\$ 319,836.75		\$ 5,028.14	\$ 324,864.89	
6 Bank of Hemet - Quimby/DIF	\$ 147,291.04		\$ 19,801.95	\$ 167,092.99	
7 Petty Cash	\$ 500.00			\$ 500.00	
8 Riverside County Fund	\$ 83,018.69		\$ 487,610.44	\$ 570,629.13	FY 18/19 Tax Distributions
	\$ 711,265.28	\$ 442,024.62	\$ 807,452.77	\$ 1,076,693.43	
12 Bank of Hemet - Money Market	Balance	Payables	Deposits	Revised	Notes/Comments
13 All	\$ (79,593.44)	\$ 10,000.00	\$ 94,940.61	\$ 5,347.17	
15 Total	\$ (79,593.44)	\$ 10,000.00	\$ 94,940.61	\$ 5,347.17	
17 Bank of Hemet - Project Account	Balance	Payables	Deposits	Revised	Notes/Comments
18 All	\$ (305,641.74)		\$ 10,000.00	\$ (295,641.74)	
19 Fac Use/Bldgs	\$ 58,020.75	\$ 15,209.16	\$ 3,731.05	\$ 46,542.64	
20 Equestrian Arena	\$ 2,761.23	\$ 3,231.42		\$ (470.19)	
21 Field Rentals (BCVRPD)	\$ 41,226.16		\$ 1,000.00	\$ 42,226.16	
22 Adult Softball	\$ 40,523.80	\$ 2,551.55	\$ 4,450.00	\$ 42,422.25	
23 Tournaments	\$ 186,459.77			\$ 186,459.77	
24 Special Events	\$ (49,194.74)	\$ 10,988.39	\$ 75.00	\$ (60,108.13)	
25 RV	\$ 96,160.62	\$ 19,709.52	\$ 6,569.95	\$ 83,021.05	
26 Field & Equipment Maintenance (Parking \$)	\$ (68,994.10)	\$ 3,682.00		\$ (72,676.10)	
27 Banner Sales	\$ 32,845.50	\$ 180.00	\$ 400.00	\$ 33,065.50	
29 TOTAL PROJECT ACCOUNT	\$ 34,167.25	\$ 55,552.04	\$ 26,226.00	\$ 4,841.21	
31 Bank of Hemet - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
32 Operating Reserve	\$ 250,209.85		\$ 5,028.14	\$ 255,237.99	NOT to be USED
33 Capital Reserve	\$ 177,446.19			\$ 69,626.90	Min Balance of \$50,000
46 TOTAL RESERVE ACCOUNT	\$ 319,836.75	\$ -	\$ 5,028.14	\$ 324,864.89	\$ 19,626.90

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

Bank Account Balance

As of 1/31/2018

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
50 Bank of Hemet	\$ 339,591.98	\$ 92,514.37	\$ 500.00	\$ 247,577.61	

Beaumont Cherry Valley Recreation & Park District Check Warrant

Bank of Hemet - Operating January 2019

Type	Date	Num	Name	Memo	Amount
10005 - Bank of Hemet - Operating					
Bill Pmt -Check	01/01/2019	121925	Acorn Technology Services	Monthly IT Services/Wifi Boost for NCCC	-4,533.97
Bill Pmt -Check	01/01/2019	121926	Action True Value Hardware	Grange Electrical/ Extension cords, tarps, lighters & propane	-147.53
Bill Pmt -Check	01/01/2019	121927	Banning Chamber of Commerce	Yearly Membership Dues	-75.00
Bill Pmt -Check	01/01/2019	121928	BDL Alarms, Inc.	Monthly Alarm Services	-224.00
Bill Pmt -Check	01/01/2019	121929	Beaumont Cherry Valley Water Distr 8-000	Utilities - Water - Woman's Club	-44.26
Bill Pmt -Check	01/01/2019	121930	Beaumont Cherry Valley Water Distr 8-001	Utilities - Water - Park	-3,694.74
Bill Pmt -Check	01/01/2019	121931	Beaumont Cherry Valley Water Distr 8-002	Utilities - Water - Park	-3,470.91
Bill Pmt -Check	01/01/2019	121932	Beaumont Cherry Valley Water Distr 8-003	Utilities - Water - NCCC	-744.12
Bill Pmt -Check	01/01/2019	121933	Beaumont Do it Best	Irrigation Projects	-507.59
Bill Pmt -Check	01/01/2019	121934	Best Best & Krieger	Monthly Legal Services - Cell Tower/Investment Policy	-2,001.00
Bill Pmt -Check	01/01/2019	121935	Blue Shield	Employee Dental Insurance	-455.40
Bill Pmt -Check	01/01/2019	121936	BWW & Company	Horseshoe pit/Maintenance restroom ADA sidewalks	-9,485.72
Bill Pmt -Check	01/01/2019	121937	Capri	FY 18/19 - 3rd qrt annual contribution (Workman's Compensation)	-5,770.50
Bill Pmt -Check	01/01/2019	121938	Cliff's Pest Control, Inc.	Monthly Pest Control Services	-385.00
Bill Pmt -Check	01/01/2019	121939	Department of Justice	Fingerprinting - Burk, Tori & Vanderpool, Kristen	-64.00
Bill Pmt -Check	01/01/2019	121940	Diamond Environmental Services	Monthly Porta Potties Services Field #7	-115.17
Bill Pmt -Check	01/01/2019	121941	Elite Enforcement Security Solutions, Inc	Monthly Security Services	-2,112.00
Bill Pmt -Check	01/01/2019	121942	Ferrellgas	Utilities - Propane - Snack Bar	-449.06
Bill Pmt -Check	01/01/2019	121943	Frontier Communications	Monthly Wifi Services - NCCC, Maintenance, Grange & Woman's Club	-391.78
Bill Pmt -Check	01/01/2019	121944	Grand American Builders, Inc.	Lathe, foam detail install layle approx 60' x 6' Foam Detail approx 120 lin fit Stucco Approx 120' 6' & Install Exterior sheer panel, install and nail roof sheathing for storage - Maintenance Restroom	-6,886.77
Bill Pmt -Check	01/01/2019	121945	Inland Water Works Supply Co.	Water Line Looping Materials	-7,910.87
Bill Pmt -Check	01/01/2019	121946	Jani-King of California, Inc	Monthly Janitorial Services	-1,314.75
Bill Pmt -Check	01/01/2019	121947	JayTown Industries, Inc.	Laminated Logos for 2014 Chevy Mailbu	-113.49
Bill Pmt -Check	01/01/2019	121948	Merlin Johnson Construction, Inc.	VOID: Separate Checks	0.00

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
January 2019**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	01/01/2019	121949	Napa Auto Parts	Portable Air Tank	-53.86
Bill Pmt -Check	01/01/2019	121950	Safety Compliance Company	Safety Meeting 12/19/2018 - Topic: AED Review	-250.00
Bill Pmt -Check	01/01/2019	121951	SiteOne Landscape Supply, LLC	Irrigation Project Field #1	-879.06
Bill Pmt -Check	01/01/2019	121952	Smith Pipe & Supply	Irrigation Supplies	-2,068.76
Bill Pmt -Check	01/01/2019	121953	SRS Electric	Field #1 lamp replacement, East Snack Bar light fixture and ballast repair, Woman's and Men's Restroom LED, New LED Grange, East Driveway LED, Racetrack LED, Field #4 lamp replacement, Field #7 pole adjustment, NCCC Kitchen, NCCC Offices, Horse Arena Light Pole, Franco Gardens & Maintenance Restroom	-20,801.00
Bill Pmt -Check	01/01/2019	121954	TLC Landscape Services, Inc.	Monthly Landscaping Services	-820.00
Bill Pmt -Check	01/01/2019	121955	Turf Star, Inc.	Monthly Field Equipment Services	-610.68
Bill Pmt -Check	01/01/2019	121956	UniFirst Corp	Monthly Janitorial Supplies & Uniform Services	-196.86
Bill Pmt -Check	01/01/2019	121957	UNUM	Employee Disability Insurance	-395.24
Check	01/02/2019	121920	Dan Hughes	Director Fees - December 2018	-600.00
Check	01/02/2019	RF01022019	Forestry Suppliers, Inc	Utility Marker (Blue) Water Pipeline	-313.44
Check	01/07/2019	121921	John Flores	Director Fees - December 2018	-500.00
Check	01/08/2019	DB01082019	Frijoles	Bus Meal - Burk, Duane & Hughes, Dan - Pre Board Meeting	-32.84
Check	01/08/2019	DC01082019	Oak Valley Chevron	Gas - Chevy Malibu	-25.00
Check	01/08/2019	NL01082019	Government Social Media Conference	GSMC - 3/31 - 4/1 - Simpson, Kyle, Warrick, Jessica	-1,890.00
Check	01/08/2019	DC01082019	Valero	Chevy Malibu - Gas	-25.00
Check	01/08/2019	NL01082019	Expedia	Flight - GSMC - Simpson, Kyle	-653.60
Bill Pmt -Check	01/08/2019	01242019	California Special Districts Association	CSDA Conference (5) Ward, Denise - Diercks, Chris - Flores, John, Hughes, Dan & Burk, Duane	-3,000.00
Check	01/09/2019	DB010919	Casa Trejo	Bus. Meal - Burk, Duane & Hughes, Dan - Pre Board Meeting	-31.25
Check	01/09/2019	JC01092019	Domenico's Italian Kitchen	Ethics Training - Meal (Board/Staff)	-120.84
Check	01/10/2019	121922	Chris Diercks.	Director Fees - January 2019	-400.00
General Journal	01/10/2019	Trans0110/1		Transfer to Payroll for PR 01/11/2019	-30,000.00
Check	01/10/2019	NL01102019	Calimesa Chamber of Commerce	Chamber of Commerce Installation Dinner - (2) Burk, Duane & Hughes, Dan	-90.00
Check	01/11/2019	121924	Artwork Paint Company	Painting - Noble Creek Community Center Outside	-1,886.17

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
January 2019

Type	Date	Num	Name	Memo	Amount
Check	01/11/2019	RF01112019	Amazon.com	MLB Baseballs - Welcome Home Vietnam Veterans	-437.90
Check	01/11/2019	RF01112020	Amazon.com	Scales - Fishing Derby	-35.52
Check	01/13/2019	DB01132019	Oak Glen Steakhouse	Bus Meal - Bogart, Valley Wide, High Valley and BCVRPD	-272.35
Check	01/13/2019	DB01132019	Stater Bros	Bus Meal - GM Parks & Rec Meeting (Bogart)	-120.30
Bill Pmt -Check	01/14/2019	1241353-355	CalPers	Employee - Retirement	-4,054.90
Bill Pmt -Check	01/14/2019	1241347-349	CalPers	Employee - Retirement	-4,168.76
Bill Pmt -Check	01/14/2019	1001241357	CalPERS-OPEB	Accrued Liability as of June 30, 2016 - Rate Plan: 1357	-3,686.80
Bill Pmt -Check	01/14/2019	FQPYGNK7AM	City of Beaumont	Utilities - Sewer - NCCC & Woman's Club	-1,849.62
Bill Pmt -Check	01/14/2019	3032185242	Colonial Life	Employee - Life Insurance	-677.74
Bill Pmt -Check	01/14/2019	12312018	Nationwide Retirement Solutions	Employee - Retirement	-856.13
Bill Pmt -Check	01/14/2019	01032019	Nextiva	Monthly Phone Services	-219.71
Bill Pmt -Check	01/14/2019	7734245382	Office Depot	Office Supplies	-146.63
Bill Pmt -Check	01/14/2019	01042019	Rosalind Otero	Monthly Retired Medical Insurance	-147.03
Bill Pmt -Check	01/14/2019	76245002731	SCE (6245)	Utilities - Electric (Tennis Courts, Horse Arena, Fields #5)	-476.09
Bill Pmt -Check	01/14/2019	135002931	SCE (0135)	Utilities - Electric - Woman's Club, Grange, Snack Bar, Nccc, Maintenance, Parking lot	-1,985.90
Bill Pmt -Check	01/14/2019	195002731	SCE (0195)	Utilities - Electric (Field #1 - #4)	-433.03
Bill Pmt -Check	01/14/2019	435002231	SCE (0435)	Utilities - Electric (Fire Camp Lighting/Panel)	-84.68
Bill Pmt -Check	01/14/2019	1947002331	SCE (1947)	Utilities - Electric (Hughes Trailer)	-117.19
Bill Pmt -Check	01/14/2019	2062002831	SCE (2062)	Utilities - Electricity (RV Park)	-707.30
Bill Pmt -Check	01/14/2019	179002931	SCE (6179)	Utilities - Electric (General Electric & Thunder Alley)	-1,207.23
Bill Pmt -Check	01/14/2019	0140209	SoCalGas	Utilities - Gas (Nccc, Woman's Club & Grange)	-928.90
Bill Pmt -Check	01/14/2019	764402256	Verizon Wireless	Monthly Wireless Phone Service	-510.10
Bill Pmt -Check	01/14/2019	E02681978	VSP-Vision Service Plan	Employee - Vision Insurance	-68.85
Bill Pmt -Check	01/14/2019	69847805563	Waste Management of the IE	Utilities - Trash (NCCC, Woman's Club & Park)/Concrete Bins	-2,787.93
Bill Pmt -Check	01/14/2019	121958	Merlin Johnson Construction, Inc.	Water Line Looping Labor	-24,347.57
Bill Pmt -Check	01/14/2019	121959	Merlin Johnson Construction, Inc.	Water Line Looping Labor	-11,284.89
Bill Pmt -Check	01/14/2019	121960	Merlin Johnson Construction, Inc.	RV Sewer Line Labor	-9,543.96
Check	01/15/2019	RF01152019	Stamps.com	Postage	-50.00

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
January 2019**

Type	Date	Num	Name	Memo	Amount
Check	01/16/2019	DB01162019	BJ's Restaurant	Bus Meal - Burk, Duane & Brown, Kyla - Bogart	-50.67
Check	01/16/2019	JC01162019	SkillPath	Book - Lifescrpts	-37.95
Check	01/16/2019	JC01162019	San Antonio Winery	Chamber Installation Dinner - Raffle/Gift for Citizen of the Year	-86.14
Check	01/17/2019	NL01172019	Amazon.com	Cash Draw Register - Bogart	-227.12
Check	01/17/2019	JC01172019	Beaumont Chamber of Commerce	Beaumont Chamber Installation Dinner (9) Flores, John - Covington, Janet - Simpson, Kyle - Carlson, Dodie - Ward, Denise - Hughes, Dan - Hughes, Lisa - Law, Nancy & De La Cruz, Armando (no show)	-450.00
Check	01/20/2019	NL01202019	Safeguard	Checks Reorder	-212.33
Check	01/22/2019	RF01222019	Stater Bros	Chamber Installation Dinner - Raffle Item	-50.00
Check	01/22/2019	NL01222019	Amazon.com	Bogart - Trimmer/Edger	-198.42
Check	01/22/2019	NL01222020	Amazon.com	Bogart - Gloves, Earplugs, Helmet/Shields	-151.84
General Journal	01/23/2019	Trans0123/1		Transfer to Payroll for PR 01/25/2019	-25,000.00
Check	01/23/2019	NL01232019	Amazon.com	Bogart - Chaps	-86.10
Check	01/23/2019	RF01232019	Stamps.com	Postage Stamps	-15.99
Check	01/24/2019	RF01242019	S & S Worldwide	Classic Bingo/Toy Airplane Craft Kits - Staff BBQ	-95.76
Check	01/25/2019	121961	Grand American Builders, Inc.	NCCC - Community Center Expansion	-8,678.99
Check	01/25/2019	AF01252019	Engineered Parking Systems	Control Board for - Bogart Gate repair	-406.65
Check	01/28/2019	DB01282019	AppleBees	Bus Meal - Burk, Duane & Hughes, Dan	-65.75
Check	01/29/2019	121962	Tabitha Frazier	Refundable Security Deposit - Memorial 1/13/2019	-250.00
Check	01/29/2019	121963	Veronica Conn	Refundable Security Deposit - Baptism - 1/19/2019	-500.00
Check	01/29/2019	121964	Sharon Persinger	Refunded Event - Changed to Employee Event - 3/2/19	-1,950.00
Check	01/30/2019	121965	Vickie Garcia	Refundable Security Deposit - Birthday Party - 1/26/2018	-500.00
Check	01/30/2019	121966	Sarah Lara	Refundable Security Deposit - Wedding - 1/12/19	-400.00
Bill Pmt -Check	01/30/2019	121967	BDL Alarms, Inc.	Monthly Alarm Services	-224.00
Bill Pmt -Check	01/30/2019	121968	Beaumont Cherry Valley Water Distr 8-005	Utilities - Water - Grange	-141.71
Bill Pmt -Check	01/30/2019	121969	Beaumont Cherry Valley Water Distr 8-006	Utilities - Water - Grange Fire	-51.82
Bill Pmt -Check	01/30/2019	121970	Beaumont Do it Best	Bogart - Door Knobs and Keys	-114.19
Bill Pmt -Check	01/30/2019	121971	Blue Shield	Employee - Dental Insurance	-455.40
Bill Pmt -Check	01/30/2019	121972	Capri	2nd Half - General Liability, Auto & Property	-15,633.00

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Operating
January 2019**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	01/30/2019	121973	CED	Conduit. PVC & Glue Lines	-6,871.89
Bill Pmt -Check	01/30/2019	121974	Cherry Valley Nursery	Top Soil Mix Fields	-567.84
Bill Pmt -Check	01/30/2019	121975	Chris Taylor's Plumbing	Field #1 Men's urinal Clogged, Restroom by Thunder alley clear pulled bad rubber	-85.00
Bill Pmt -Check	01/30/2019	121976	CR&R 01467	Utilities - Trash (Grange)	-141.38
Bill Pmt -Check	01/30/2019	121977	Diamond Environmental Services	Monthly Porta Potties Services Field #7	-115.17
Bill Pmt -Check	01/30/2019	121978	First Bankcard 8849	CalPELRA Conference Hotel (Covington, Janet & Law, Nancy)	-2,166.77
Bill Pmt -Check	01/30/2019	121979	Image Source	Monthly Copy Machine Services	-189.98
Bill Pmt -Check	01/30/2019	121980	Inland Lighting Supplies, Inc.	Flood Light and LED Wall Pack (Nccc)	-461.18
Bill Pmt -Check	01/30/2019	121981	Inland Water Works Supply Co.	Water Line Looping Materials	-1,212.81
Bill Pmt -Check	01/30/2019	121982	Laurie K. Marscher, CPA	CPA Services - Audit 17/18	-400.00
Bill Pmt -Check	01/30/2019	121983	Merlin Johnson Construction, Inc.	District Electrical Labor	-12,070.01
Bill Pmt -Check	01/30/2019	121984	NBS	Bogart - Prelim Phase 1 System Audit	-11,250.00
Bill Pmt -Check	01/30/2019	121985	Pass Air Conditioning & Heating	Repair Air Conditioner (Woman's Club)	-80.00
Bill Pmt -Check	01/30/2019	121986	PC Concrete	Concrete Offices Level	-3,100.00
Bill Pmt -Check	01/30/2019	121987	Pietronico Roofing Solutions	Roofing Repair - Maintenance Shed	-15,090.00
Bill Pmt -Check	01/30/2019	121988	Rancho Ready Mix	Concrete for Water Valve Protection	-870.09
Bill Pmt -Check	01/30/2019	121989	Safety Compliance Company	Safety Meeting 1/16/19 - Topic: #50 Sexual Harassment	-250.00
Bill Pmt -Check	01/30/2019	121990	Smith Pipe & Supply	Irrigation Supplies	-2,190.21
Bill Pmt -Check	01/30/2019	121991	TLC Landscape Services, Inc.	Monthly Landscaping Services	-918.00
Bill Pmt -Check	01/30/2019	121992	UniFirst Corp	Monthly Janitor Supplies and Uniform Service	-1,434.17
Bill Pmt -Check	01/30/2019	121993	Xerox Financial Services	Monthly Copier Rental	-559.07
Bill Pmt -Check	01/30/2019	121994	Merlin Johnson Construction, Inc.	District Electrical Labor	-7,776.88
Bill Pmt -Check	01/30/2019	121995	Merlin Johnson Construction, Inc.	Water Line Looping Labor	-2,128.62
Bill Pmt -Check	01/30/2019	1251208-10	CalPers	Employee - Retirement	-4,203.01
Bill Pmt -Check	01/30/2019	1001251212	CalPers	Employee - Health Insurance	-5,469.21
Bill Pmt -Check	01/30/2019	23881345	Chevron	Gas Cans DsL/Reg - Ford 350 & Chevy	-484.52
Bill Pmt -Check	01/30/2019	89483704-68	Frontier Communications	Monthly Wifi Services - Woman's Club & Grange	-338.94
Bill Pmt -Check	01/30/2019	02042019	Rosalind Otero	Monthly Retired Medical Insurance	-147.03
Bill Pmt -Check	01/30/2019	79218320	The Home Depot	Repair and Maintenance Grounds	-933.10

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

**Bank of Hemet - Operating
January 2019**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	01/30/2019	97651917	Colonial Life	Employee - Life Insurance	-677.74
Bill Pmt -Check	01/30/2019	121996	Frontier Communications	Monthly Wifi Service (Maintenance)	-216.56
Bill Pmt -Check	01/30/2019	245030531	SCE (6245)	Utilities - Electric (Tennis Courts, Horse Arena, Fields #5)	-228.36
Bill Pmt -Check	01/30/2019	135030931	SCE (0135)	Utilities - Electric - Woman's Club, Grange, Snack Bar, Nccc, Maintenance, Parking lot	-1,694.18
Bill Pmt -Check	01/30/2019	195030531	SCE (0195)	Utilities - Electric (Field #1 - #4)	-296.17
Bill Pmt -Check	01/30/2019	435030331	SCE (0435)	Utilities - Electric (Fire Camp Lighting/Panel)	-109.69
Bill Pmt -Check	01/30/2019	47030331	SCE (1947)	Utilities - Electric (Hughes Trailer)	-149.90
Bill Pmt -Check	01/30/2019	62030631	SCE (2062)	Utilities - Electricity (RV Park)	-397.88
Bill Pmt -Check	01/30/2019	179030931	SCE (6179)	Utilities - Electric (General Electric & Thunder Alley)	-1,142.00
Bill Pmt -Check	01/30/2019	PI020945481	Streamline	Monthly Website Service	-200.00
Bill Pmt -Check	01/30/2019	E02711862	VSP-Vision Service Plan	Employee - Vision Insurance	-68.85
Bill Pmt -Check	01/30/2019	69848406920	Waste Management of the IE	Utilities - Trash - Woman's Club, Park & NCCC	-1,275.24
Check	01/30/2019	121997	Artwork Paint Company	Painting - Noble Creek Community Center	-2,129.94
Check	01/30/2019	RF01302019	OneSource	Stella 60/3 60' Class 3 "Doug Fir" Utility Pole (Equestrian)	-3,231.42
Check	01/30/2019	NL01302019	Arco	Chevy Malibu - Fuel	-36.91
Check	01/31/2019	DB01312019	The Sand Trap Bar & Grill	Bus Meal - Burk, Duane	-38.11
Check	01/31/2019	Fee	Global Pay	Credit Card Machine - \$ Sales	-791.60
			TOTAL		-337,971.50

Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Project
January 2019

Type	Date	Num	Name	Memo	Amount
10015 - Bank of Hemet - Project Account					
Check	01/08/2019	4311	Mike Aldrich	Banner Sales - December 2018	-180.00
Bill Pmt -Check	01/14/2019	4312	BSN Sports	Softballs Adult Softball	-958.56
Bill Pmt -Check	01/14/2019	4313	Elite Enforcement Security	Security - Winterfest 2018	-215.00
Bill Pmt -Check	01/14/2019	4314	Luther's Truck & Equip	John Deer Tractor Tire Repair	-147.22
Bill Pmt -Check	01/14/2019	4315	SRS Electric	Install Christmas lights on Pine Tree - Winterfest 2018	-1,746.00
Bill Pmt -Check	01/14/2019	4316	Turf Star, Inc.	Field Equipment Repair - Ignition Switch & Battery	-559.70
Bill Pmt -Check	01/14/2019	4317	United Rentals	Boom Lift Rental to Install/Remove Christmas lights - Winterfest 2018	-4,158.98
General Journal	01/23/2019	Trans0123/2		Transferred from Money Market for Project Billing	5,000.00
Bill Pmt -Check	01/30/2019	4318	Al's Kubota Tractor	Repair and Maintenance - Water pump	-979.08
Bill Pmt -Check	01/30/2019	4319	Beaumont Do it Best	Ready Mix Concrete/Playground Safety	-132.11
Bill Pmt -Check	01/30/2019	4320	Beaumont Lawnmower	Repair and Maintenance - AirRaider	-35.75
Bill Pmt -Check	01/30/2019	4321	BMI	Music License 2019	-358.00
Bill Pmt -Check	01/30/2019	4322	Cherry Valley Feed	Hay/Straw - Winterfest 2018	-207.54
Bill Pmt -Check	01/30/2019	4323	Inland Kubota	MQGenerator 002 Service	-487.39
Bill Pmt -Check	01/30/2019	4324	Resource Building Materials	Hill Topper/Caulk	-1,186.12
Bill Pmt -Check	01/30/2019	4325	Turf Star, Inc.	Belt Replacement - Toro GM 360	-254.63
General Journal	01/31/2019	Trans013119		Transferred from Money Market for Project Billing	5,000.00
			TOTAL		-1,606.08

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Money Market
January 2019**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
10000 · Bank of Hemet - MM				
General Journal	01/23/2019	Trans0123/2	Transfer to Project for Project Billing	-5,000.00
General Journal	01/31/2019	Trans013119	Transfer to Project for Project Billing	-5,000.00
			TOTAL	-10,000.00

**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank Of Hemet - Reserve
January 2019**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Paid Amount</u>
10025 · Bank of Hemet - Reserve Fund						

No Transactions

Total 10025 · Bank of Hemet - Reserve Fund
TOTAL

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**Beaumont Cherry Valley Recreation & Park District
Check Warrant
Bank of Hemet - Quimby/DIF
January 2019**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
10020			Bank of Hemet - Quimby/DIF		

No Transactions

Total 10020 · Bank of Hemet - Quimby/DIF

TOTAL

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Staff Report

Agenda Item No. **3.1**

To: Board of Directors:

From: Nancy Law, Financial Services Technician/Office Manager

Via: Duane Burk, General Manager

Date: February 13, 2019

Subject: Approve Roofing Contract for Noble Creek Community Center

Background and Analysis:

On November 1st, 2018 the Beaumont Cherry Valley Recreation and Park District staff conducted a mandatory job walk of the Noble Creek Community Center roofing project to review mandatory job requirements of Noble Creek roofing project. Four contractors attended along with one Garland manufacturing representative and Grand American Builders representatives Brian Deforge and Adrian Chatigney.

On November 14th, 2018 at its regular Board meeting the Board approved Garland Roofing Material products and authorized purchase of materials thru CMAS in the amount of \$38,000.00.

On January 7th, 2019 District staff solicited Garland certified roof installers, a Bid Package went out to the (4) contractors who attended the mandatory job meeting.

On January 22nd, 2019 the Financial Technician held the bid opening. Staff received (3) bids that were satisfactory to our solicitation. The bids were dated, timed and sealed.

Bids were received in the amount of \$88,000.00 Tecto America.\$68,980.00 R and R Roofing, and \$53,340.00 C.I.Services Inc.

Subsequently, staff and Garland Representative reviewed the bids and recommend C.I. Services, Inc. as the lowest responsive and responsible bidder.

On January 24, 2019 Financial Technician sent a letter of Intent to C.I. Services, Inc.

Recommendations:

Staff recommends the Board award Noble Creek Community Center Roof Project to the lowest responsive bidder C.I. Services, Inc.

Fiscal Impact:

Garland Materials \$38,000.00 (previously approved)

Base Bid \$53,370.00

For a Total of \$91,370.00

Respectfully Submitted,

Nancy Law

Financial Services Technician/Office Manager



Staff Report

Agenda Item No. **3.2**

To: Board of Directors:

From: Nancy Law, Financial Services Technician/Office Manager

Via: Duane Burk, General Manager

Date: February 13, 2019

Subject: Resolution No. 2019-01 – Opening of Bogart Park Bank Account

Background and Analysis:

On November 12, 2018 at its regular Board Meeting the Board of Directors approved 4-0 a Reassignment Lease and Operation Agreement for Bogart Park with the Beaumont Cherry Valley Water District and the County of Riverside.

On December 11, 2018 the County Board of Supervisors approved the Reassignment Lease and Operation Agreement of Bogart Park, to the Beaumont Cherry Valley Recreation and Park District. January 1, 2019 the District has assumed responsibilities of Bogart Park.

Per the agreement the Beaumont-Cherry Valley Recreation and Park District will be receive \$100,000.00 per year for three years from the County and all other revenue from the park. At the January 7, 2019 finance committee meeting the committee recommended staff open a separate bank account for Bogart Park revenues. Bank of Hemet requires a resolution of the Board for any new Bank accounts.

Recommendations:

Staff recommends that the Board review, comment and approve opening of a Bogart Park account at the Bank of Hemet for revenues received from Bogart Park.

Fiscal Impact:

There will be no fiscal impact to the district.

Respectfully Submitted,


Nancy Law
Financial Services Technician/Office Manager

Staff Report

Agenda Item No. 3.3 3.3.1

To: Chairman and Board Members

From: Duane Burk, General Manager



Date: February 13, 2019

Subject: Surplus Property

Background and Analysis:

The District owns a 40 year old John Deer skip loader tractor this tractor has been useful for the District maintenance staff however parts availability and reliability of its use are no longer dependent. Recently the drive and reverse gear broke and we have not been able to find a parts to make the necessary repair.

Recommendations:

Staff recommends surplus of the tractor.

Fiscal Impact:

No impact

John Deere Tractor
model-1050
serial # CH1050S019671

WWW.SLUGGER.COM



Staff Report

Agenda Item No. 3.4

To: Chairman and Board Members

From: Duane Burk, General Manager 

Date: February 13, 2019

Subject: Southern California Edison Easement

Background and Analysis:

Southern California Edison (SCE) owns and operates a 300 foot wide easement at Noble Creek Park. This easement is used for transmission of power across California. SCE is in the process of upgrading its existing transmission towers and communication facilities. In the past year SCE consultants Bender Rosenthal Inc. (BRI) have been working with District staff to purchase an additional 20 foot wide easement for a telecommunication line from Oak Valley Parkway at our West driveway entrance North to their existing 300 foot wide transmission line easement. BRI has provided an MAI appraisal of the 20 foot wide easement and all the required legal documents to purchase and record the needed easement (Attached). Also, District legal experts BBK have reviewed the easement and offer and have provided a legal opinion. Essentially, SCE has a legal right to purchase an additional easement for any their access or use. Total amount of property needed is .67 acres of the 60 acre parcel.

Recommendations:

Staff recommends cooperating with SCE requests and record requested easement.

Fiscal Impact:

\$52,000.00 will be received at the recordation of the agreement for the .67 acres.

SERIAL NO: 69710A
APN: 400-250-007
PROJECT: West of Devers Upgrade Project

PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF EASEMENTS

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the "AGREEMENT", is entered into by and between the Southern California Edison Company, a publicly regulated private utility company, (hereinafter called "SCE"), and **BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**, (collectively, hereinafter called "Seller") for acquisition by SCE of certain real property rights hereinafter set forth for the construction, operation and use as part of the West of Devers Upgrade Project (hereinafter called the "Project").

WHEREAS, SCE is in the process of acquiring the necessary real property and property rights for the Project, and has determined that portions of Seller's property, identified as Assessor Parcel Number 400-250-007, commonly known as 650 West Oak Valley Parkway, City of Beaumont, County of Riverside, State of California (said portions hereinafter called the "Subject Property"), are necessary for the construction and operation of the Project.

WHEREAS, SCE has extended the offer to purchase the Subject Property for the Project as required by and consistent with *Government Code* §7267.2 to the Seller, and Seller acknowledges having received the offer in proper form and content;

WHEREAS, Seller acknowledges that SCE has the constitutional and statutory power to acquire the Subject Property for a public use and purpose under its statutory right of eminent domain and that this Agreement, and the negotiated purchase and sale made herein, is in lieu of SCE's exercise of its statutory right to employ the power of eminent domain and obtain a judicial Order of Immediate Possession under *Code of Civil Procedure* §§ 1255.10-1255.480 and a subsequent Final Order of Condemnation to acquire title to the Subject Property; and

WHEREAS, SCE and Seller wish to, by this Agreement, resolve all interests, rights, claims and other issues related to the Project and SCE's acquisition of the entirety of the Subject Property, including immediate possession and use of the Subject Property by SCE for the Project;

NOW THEREFORE, IN CONSIDERATION OF ALL THE FOREGOING, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller represents and warrants that they, and they alone, own the Subject Property and Seller agrees to sell to SCE, and SCE agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, certain rights to use the property as set forth in Section 5 below and subject to that separate Lender Consent Agreement executed concurrently with this Agreement.
2. PURCHASE PRICE. The total purchase price for the Subject Property shall be the sum of FIFTY-TWO THOUSAND DOLLARS (\$52,000). The purchase price, shall be payable as set forth below.

3. CONVEYANCE OF TITLE. Seller agrees to convey by easement documents, substantially in the form of Exhibit A attached hereto (the "Easement Document"), to SCE title to the Subject Property (free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes,) (and consistent with the Lender Consent Agreement), EXCEPT:
 - a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
4. TITLE INSURANCE POLICY. If SCE so chooses, following recording of said Easement Documents by SCE, to acquire a CLTA Standard Coverage Policy of Title Insurance, SCE agrees to pay the premium charged therefore.
5. TRANSACTION. Seller shall execute and deliver said Easement Documents as referenced in Paragraph 3, above, to SCE's title department concurrently with this Agreement, or as soon as possible thereafter when said Easement Documents are available. SCE's title department shall handle the process of recording the Easement Documents. SCE shall send payment referenced in Paragraph 2 upon recording of the Easement Documents. SCE and Seller agree to cooperate and provide any additional instruments as may be reasonably necessary to complete this transaction.

The parties additionally agree:

- a. SCE may, upon Seller's written approval, deduct from the amount shown in Paragraph 2 above any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;
 - b. SCE may pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Agreement;
 - c. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, this AGREEMENT must be in writing.
6. TRANSACTION COSTS. With the exception of Paragraph 5(a), SCE agrees to pay all transaction costs and fees related to the recording and conveyance of the Easement Documents, including but not limited to recording and title insurance fees incurred in this transaction.
 7. POSSESSION AND USE. SCE and Seller acknowledge that SCE is entitled to possession of the Subject Property as of the date of the Easement Documents are recorded ("Effective Date"). SCE shall provide notice of the Effective Date via email or facsimile to Seller using the information contained in Section 24 below. SCE and Seller agree that from the Effective Date, SCE shall be entitled to full possession of the Subject Property, to include

the right to design, construct and operate the Project, the right to remove and/or demolish any existing improvements within the easement area, and the attendant rights of ingress and egress over lands of the Seller adjacent to the Subject Property until the construction of the Project is complete. Seller also acknowledges that the purchase price in Section 2 above includes all compensation related to the transfer of immediate possession of the Subject Property to SCE as contemplated herein, and no additional compensation claims may be raised.

8. FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION. Seller and SCE acknowledge that this transaction is a negotiated settlement in lieu of SCE exercising its power of eminent domain. Seller and SCE further acknowledge that SCE is acquiring the Subject Property set forth herein under the threat of the power of eminent domain. Seller acknowledges that SCE's acquisition of the Subject Property for the Project is a valid public use. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against SCE related to SCE's acquisition of the Subject Property, including but not limited to full payment of just compensation in eminent domain by reason of SCE's acquisition of the Property, specifically including, but not limited to, any and all rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Seller, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges SCE and any and all of SCE's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the acquisition of the Subject Property and the construction of the Project as proposed, to include the following: compensation for the fair market value of the real property taken, pre-condemnation damages, damages arising out of or related to the planning activities for the Project, loss of business goodwill, relocation and displacement claims under the California Relocation Assistance Law, lost profits, lost rents, business operation impacts, damage to improvements or structures, severance damages, any impact on future development of the Seller's remainder property, the impact on access rights, the impact on circulation rights, the value of any leasehold interest, claims related to signage, claims related to views or view shed, claims for any furniture, fixtures and equipment, any right to repurchase or leaseback from SCE, , any right to receive any notices pursuant to *Code of Civil Procedure* §1245.235, any right to enforce any other obligation placed upon SCE pursuant to *Code of Civil Procedure* §§ 1230.020 through 1273.050, any other rights conferred upon Seller pursuant to *Code of Civil Procedure* §§ 1245.245 and 1263.615 and 1263.025, and any and all claims for litigation expenses, attorney's fees, statutory interest and/or costs arising out of the acquisition of the Subject Property and/or construction of the Project as proposed.
9. INDEMNITY BY SCE. SCE hereby agrees to indemnify, defend, release and hold harmless Grantor, its successors and assigns, including their respective former, current and future affiliates, directors, members, officers, shareholders, agents, representatives, contractors and employees (collectively the "Grantor Representatives"), and each of them and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise of SCE, its employees, agents, contractors and representatives

(collectively, "SCE Representatives") in connection with the use of the Subject Property by SCE and/or SCE Representatives, or any material breach of this Agreement by SCE; provided, however, that nothing contained in this paragraph shall operate to relieve Grantor from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of Grantor, the Grantor Representatives, or any of them. Payment shall not be a condition precedent to recovery under the foregoing indemnity.

10. EMINENT DOMAIN PROCEEDINGS. The parties acknowledge that this Agreement constitutes a voluntary acquisition of the Subject Property in lieu of eminent domain, and that SCE is acquiring the Subject Property under the threat of eminent domain for the Project, a public use. Seller expressly acknowledges that the execution of this Agreement does not constitute a waiver of SCE's constitutional and statutory right to commence and maintain an eminent domain proceeding in Superior Court to either (1) acquire the Subject Property to address a defect in Seller's ability to convey clear and unencumbered title to SCE, or (2) to clear any additional recorded or unrecorded encumbrances that impact SCE's ability to own and possess the Subject Property free of any encumbrance, license, easement, property right and/or lien for the Project.

11. WAIVER UNDER SECTION 1542. The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Subject Property in the manner proposed by SCE, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete, except as expressly provided herein. Accordingly, except as provided herein, upon and subject to the completion of the transaction as described in Section 5:
 - a. Pursuant to the releases set forth in this Agreement, Seller and SCE each hereby specifically waive the provision of section 1542 of the Civil Code of the State of California which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

 - b. Seller and SCE each represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.

 - c. However, Seller acknowledges that SCE is not waiving any claims related to the presence of hazardous materials (as more specifically described in Section 14 below).

12. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Subject Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Subject Property. Seller further agrees to hold SCE harmless and reimburse SCE for any and all of its losses, costs and expenses occasioned by reason of any lease of said Subject Property held by any tenant of Seller, including the reimbursement of any attorney's fees incurred by SCE to obtain complete possession of the Subject
13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to SCE that:
- a. To the best of Seller's knowledge, there are no actions, suits, material claims, mechanics or materialmen liens, legal proceedings, or any other proceedings or claims affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
 - b. To the best of Seller's knowledge, there are no encroachments onto the Subject Property by improvements on any adjoining property, nor do any buildings or improvements of the Subject Property encroach on other properties.
 - c. Seller shall not do anything which would impair Seller's title to any of the Subject Property during the completion of the acquisition process contemplated herein.
 - d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which the Subject Property may be bound.
 - e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller not to be true as of closing, immediately give written notice of such fact or condition to SCE.
 - f. Seller, at the time of execution of this Agreement, is the sole lawful owner of the Subject Property and has good, clear, and marketable title to the Subject Property. Seller also warrants that Seller has full legal authority to enter into this Agreement, and in so doing is not thereby in violation of any other contract or agreement with any other party, and has already secured the consent of any lender or financial institution necessary per the Lender Consent Agreement. Seller warrants that it has not assigned any of its interests in the Subject Property to any other person or entity, and that it is the sole party with authority to compromise its claims related to the Subject Property.
 - g. Seller shall maintain the Subject Property in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property until the Effective Date.

- h. Each of the above warranties and representations is material and is relied upon by SCE separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the Easement Documents.
14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Subject Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Subject Property, or transported any Hazardous Materials to or from the Subject Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Subject Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).
15. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Subject Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

16. INDEMNITY FROM SELLER. Seller agrees to indemnify, defend and hold SCE harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from the Subject Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from the Subject Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment).
17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction is contingent upon the specific acceptance and approval of SCE, or its designated assignee or authorized person(s). The execution of this Agreement by SCE constitutes said acceptance and approval.
19. NO BROKERS. SCE and Seller each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.
20. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the Riverside Superior Court, for any and all claims related to this Agreement or the Subject Property.
21. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. SCE may freely assign any or all if its interests or rights under this Agreement without the consent of Seller.
22. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

23. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
24. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to all of the following addresses:

As to SCE:	Southern California Edison Company Real Properties – Title & Valuation 2 Innovation Way, 2 nd Floor Pomona, CA 91768
As to SCE:	Southern California Edison Company Law Department 2244 Walnut Grove Avenue, 3 rd Floor Rosemead, CA 91770
As to Seller:	Beaumont Cherry Valley Recreation and Park District P O Box 490 Beaumont, CA 92223
As to Seller Counsel:	Joseph Ortiz Best, Best & Krieger 3390 University Ave. 5 th Floor Riverside, CA 92502

25. RECORDING. SCE shall be entitled to record the Easement Documents contemplated herein, along with any Certificate of Acceptance with the Riverside County Recorder's Office.
26. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

27. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
28. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
29. ATTORNEY'S FEES. In the event of suit, arbitration, or other proceeding to enforce the terms of this Agreement, the prevailing party (as defined by *Civil Code* §1717) in any such proceeding shall be entitled to a reasonable award of attorneys' fees. As used herein, "attorneys' fees" includes all reasonable attorneys' fees actually incurred, reasonable costs for pursuit of discovery, including deposition transcripts, preparation of exhibits, and the like, and all other costs normally recoverable in civil actions.
30. IDENTIFICATION OF SELLER. For purposes of identifying the owner of the Subject Property being acquired by SCE for issuing IRS Form 1099, Seller requests that said Form name the recipient of the funds paid herein as listed on the provided W-9.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SELLER

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

Dated: _____

By: _____

Name: _____

Its: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Dated: _____

By: _____

James Spence
Senior Manager Real Estate & Facilities

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

Name: _____

Counsel for Seller

By: _____

Keith E. McCullough
Andrew M. Jones
Counsel For SCE



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: February 13, 2019

Employees:

There are 32 employees.

Reports: Form 700's due from Directors and staff.

The quarterly safety committee package was submitted to CAPRI on January 23, 2019.

Workers Compensation Cases/ Incidents/Accidents

1 pending accident claim – Flores, Date of Injury 8/5/2016 – Update: **The case has been dismissed.**

"Please allow this letter to serve as notice that we are closing our file in the above-referenced matter. As you will recall, Beaumont-Cherry Valley Recreation and Park District's ("District") Motion for Summary Judgment in this matter was granted by the Court on October 17, 2018. The Court thereafter entered judgment for the District on November 15, 2018, and against Plaintiff Maia Castillo Flores ("Plaintiff"), at which time we concurrently filed a memorandum of costs in the amount of \$4,253.06. Plaintiff had until January 14, 2019, to file and serve notice of appeal in this matter, which, pursuant to review of the Court docket, she has not done. As the deadline to file notice of appeal has now expired, Plaintiff may no longer seek to appeal the Court's ruling".

Training:

Safety Compliance Company provided employee "Sexual Harassment Avoidance" training in the maintenance department. Janet attended training on communication at the Administrative Assistant's conference and a CalPERS (COGNOS) Reports class. Dodie Carlson and Jeremiah Bennett attended and completed a Playing Field Maintenance Academy. Employee CPR and the mandated sexual harassment avoidance training are scheduled for March 26 during the school break.

Other:

I've been fulfilling requirements for the FY 17/18 audit.

Working with CAPRI on Bogart Park items: Volunteer agreements and workers comp information. I attended the Chamber Installation dinner.

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

Respectfully Submitted,

Janet Covington, Human Resources Administrator/Clerk of the Board



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

Department Report

To: Board of Directors
From: Nancy Law, Financial Services Technician/Office Manager
Date: February 13, 2019

The Finance Committee meet Thursday, February 7th, 2019 to review January 2019 Financial Reports for Fiscal Year 2018-2019.

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

Property Tax Disbursement – The Financial Services Technician has not received deposits into the Riverside County Fund for January 2019 as of 2/5/2019.

The Finance Services Technician has transferred into the Reserve fund the \$5,000.00 monthly contribution for November and December 2018 bringing our balance to \$324,864.89.

Additional items:

- ❖ Finance meet with Laurie (CPA) to review accounts for the 17/18 audit.
- ❖ Finance discussed with Elizabeth at the County all Bogart Park bills.
- ❖ Finance had a meeting with Productive Parks regarding the new work order program, which is currently being reviewed by Maintenance Department.
- ❖ Finance meet with Ken from Luz Investments regarding telephones and wifi at Bogart Park.
- ❖ Finance submitted the Grant for National Fitness Campaign.
- ❖ Finance held the Bid Opening for the NCCC Roof Project and sent out a letter of intent to the lowest bidder.
- ❖ Finance meet with Unifirst regarding uniforms and bathroom supplies for Bogart Park.
- ❖ Finance and Duane meet with (2) security companies and requested bids.
- ❖ Finance meet with Robbie from Precision Technologies regarding cameras at Bogart Park.
- ❖ Finance attending Beaumont Chamber Installation Dinner.
- ❖ Finance attended a Fred Pryor Class “Mistake Free Grammar and Proofreading”
- ❖ Office Manager along with staff worked together to get the new website up and is now live.

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

To: Board of Directors
From: Kyle Simpson, Activities Coordinator
Date: February 13, 2019

Facility Users-

We are busy with facility rentals and showing properties to potential users. Noble Creek Community Center, The Grange, and the Women's Club have been busy with events.

Upcoming District Events-

- March 29th, 2019- Welcome Home Vietnam Veteran's Day.
 - We have reached out to Dignitaries from the Pass Area to be present for the event
 - So far we have 4 veterans signed up to be honored at the event
- April 6-7, 2019 – Fishing Derby
- April 20, 2019 – Spring Fling

Community Events/Meetings/Networking

January 22nd and February 12th – Facilities Ad hoc meetings
January 11th – Good morning Beaumont Breakfast
January 24th – 65th Annual Installation of Officers and Citizen of the Year Dinner
January 26th – BYB Pancake Breakfast
January 26th – Beaumont Mountain Bike Team Group Event
January 26th – Pass Area Veterans Expo
Next Facilities Ad hoc will meet February 26th and March 12th, 2019

Recommendations: This report is for Information purposes only.

Thank you,

Kyle Simpson
Activities Coordinator

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT

Department Report

To: Chairman and Board Members
From: Dodie Carlson – Athletic Coordinator
Date: February 7, 2019

Reports:

The Winter Slow Pitch season was started on January 29, 2019. So far we have only gotten 1 night in due to all the rain. We have 17 teams this season over 3 different nights. We are down 4 teams from the 2018 winter season.

The calendar is full until August 1st with the exception of 2 Sundays at this moment.

We have been working on resetting Home plates and replacing all field pegs for all the fields we have fields 2, 3 & 5 done, with all the others to get done. We just need the weather to help us out. We hope to be completed sometime in the next month or two.

We would like to thank the Board of Directors and General Manager for all the continuing upgrades in the park. Drainage, RV spaces, all more assets for drawing people to the park.

Other:

BYB has gotten thru the Pancake breakfast, thank you to the board and staff who attended John, Duane, Kyle. They had a great turn out. Player counts at this moment are at appx. 1060, they will most likely add another 100 or so before Opening Day. They would like to invite all of you to that on March 2, 2019.

Recommendations:

This report is for Informational purposes only.

Respectfully Submitted,

Dodie Carlson

**Dodie Carlson
Athletic Coordinator**

Beaumont-Cherry Valley Recreation & Park District
Department Report

Maintenance

To: Chairman and Board Members
From: Maintenance Foreman: Frank Flores
Date: January 2019
Subject: Renovations Franco Gardens & NCCC/ Bogart Park/NCP Improvements Update

Background and Analysis:

The month of January has been very productive and eventful for the Park District. The District will be implementing a new program called "Productive Parks," this is a web based program that will be used to keep track of projects completed by the maintenance staff along with daily scheduled maintenance assignments. The program will also will be utilized by the office staff for maintenance issues and assistance. The following are some highlighted events for the District.

Bogart Park: Investigating and determining the condition of the well pump, renovation of the lookout plateau and a general familiarization with the park and staff.

Noble Creek Park: Baseball infields received 25 tons of a softball infield mix; new lights, tree trimming and a concrete walk way were added to the horseshoe pits. The District added 8 new trash cans to the park and put up new signage on the baseball fences. Maintenance Shops A and B have both had new roofing installed; the maintenance restroom is near completion. The first phase of the irrigation looping project is finished, along with the first phase of the future RV hook up sites. Concrete was added to field 1 left for ADA access and accommodation for the new bleachers that were added to field 1. Maintenance installed 3 ash containers to the park grounds. Tree stumps in the quad area and the rest of the park were grinded down by Alfonso's Tree Service.

NCC: Renovations to the building include the extension to two office rooms, new flooring and painting.

Franco Gardens: Renovations to the landscape as a whole, including the topping of trees and grinding of tree stumps.

Women's Club: The oak room heater received a new motor and the kitchen hoods were cleaned.

Grange Hall: A new flag pole is installed and the kitchen hood was cleaned.

Fiscal Impact:

Softball infield mix: \$1,158.13

Thank you,

Frank Flores

