



**BEAUMONT-CHERRY VALLEY  
RECREATION & PARK DISTRICT (BCVRPD)  
BOARD OF DIRECTORS MEETING AGENDA**

**REVISED**

**Wednesday, February 12<sup>th</sup>, 2025  
Regular Meeting: 5:30p.m.**

Chairman  
Chris Diercks

Vice Chair/Secretary  
Dan Hughes

Treasurer  
John Flores

Directors  
Christian Linnemann  
Janet Covington

General Manager  
Mickey Valdivia

General Counsel  
Albert Maldonado  
BB&K

**This meeting is being held in person.  
Remote access is available for the convenience of the public. Please note  
that in the case of audio/video failure, the board meeting will continue.**

**To join via Zoom, click here: [BCVRPD Board Meeting](#)  
To join the meeting by telephone, call: 1(669)900-6833.  
Meeting ID: 323 943 4355.**

**CALL TO ORDER/ROLL CALL:**

**A. PUBLIC COMMENTS REGARDING CLOSED SESSION:**

- A.1. Public Employment Appointment pursuant to Government Code Section 54957  
Title: Create new employment position for special project
- A.2. Conference with Real Property Negotiators for Land Use Lease Agreement  
(Government Code Section 54956.8)  
Property: Noble Creek Park, 390 W. Oak Valley Parkway, Beaumont, CA, 92223  
Agency Negotiator: General Manager  
Negotiating Parties: State of California Department of Forestry and Fire  
Protection concerning  
Under Negotiation: Price, Terms of Payment
- A.3. Conference with Real Property Negotiators for Land Use Lease Agreement  
(Government Code Section 54956.8)  
Property: Danny Thomas Ranch, 33700 Cherry Valley Blvd., Cherry  
Valley, CA, 92223  
Agency Negotiator: General Manager  
Negotiating Parties: Canyon Springs Enterprises  
Under Negotiation: Price, Terms of Payment
- A.4. Conference with Legal Counsel – Anticipated Litigation  
Significant exposure to litigation pursuant to paragraph (2) of  
subdivision (d) of Government Code Section 54956.9: 2 cases
- A.5. General Manager Evaluation Procedure  
General Manager Evaluation pursuant to California Government Code  
Section 54957(b).

**B. ADJOURNMENT TO CLOSED SESSION:**

**REGULAR SESSION:**

**1. CALL TO ORDER:**

- 1.1. Report out from Closed Session:
- 1.2. Action on any Closed Session Items:
- 1.3. Adjustments to the Agenda:

**2. PRESENTATIONS:**

3. **PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. If you are unable to participate by telephone or via Zoom, you may submit comments and/or questions in writing for the Board's consideration by sending them to [deidre@bcvparks.com](mailto:deidre@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.
4. **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).
  - 4.1. Minutes of January 8<sup>th</sup>, January 22<sup>nd</sup>, & January 25<sup>th</sup>, 2025
  - 4.2. Bank Balances for January 2025
  - 4.3. Warrants for January 2025
  - 4.4. Payment of the Legal Invoice for December 2024
  - 4.5. Approval of 2025 Facility Use Agreement – Beaumont Women's Club
  - 4.6. Approval of Final 22/23 Audit
  - 4.7. Approval of Event Entry Fee in Lieu of 2025 BCVRPD Parking Fee Dates and Approval of 2025 Parking Dates for Beaumont Youth Baseball and Cherry Festival Association
  - 4.8. Receive and File – Quimby Expenses to add ADA Stalls at Noble Creek Regional Park
  - 4.9. Adopt Resolution/Agreement to Create New Employment Position Facilities Coordinator/Public Information Officer
  - 4.10. Approval of 2025 Policies
    - 4.10.1. Reserve Fund Policy 2025-02 – First Reading
    - 4.10.2. Special Rates for Facility Use Policy 2025-03 – First Reading
    - 4.10.3. Incident Base Camp Fund Allocation Policy 2025-05 – First Reading
5. **GENERAL COUNSEL REPORT:**
  - 5.1. General Counsel, Albert Maldonado
6. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:**
  - 6.1. Presentation of Redistricting Draft Maps
 

Receive presentation from demographic consultant regarding proposed draft maps from consultant and any submitted by members of the public; conduct a public hearing to solicit public testimony regarding the draft maps and proposed sequence of elections; receive direction from the Board of Directors regarding any proposed revisions
  - 6.2. Approval of 2025 Facility Use Agreement – The Drake Raceway at Noble Creek
  - 6.3. Approval of 2025 Facility Use Agreement – Cherry Valley Horsemen's Association
  - 6.4. Approval to Accept Incident Base Camp Payment of \$126,500 from CalFire and Make Budget Adjustments on Revenue and Expenditures
  - 6.5. Approval of \$20,000 of Funding for Youth Memorial Wall (Companion Item: BCVRPIC Agenda Item 5.3 – for a total of \$25,000)
  - 6.6. Approval to Host Two or Three Signature Events

- 6.7. Approval of MOU with the City of Beaumont for Waiving Fees Associated with the use of Facilities and Parks in the City of Beaumont for Events and Provide Funding for Police Department Services
- 6.8. Adopt Resolution/Agreement to Create a New Employment Position for Special Project

**7. DEPARTMENT HIGHLIGHTS:**

- 7.1. Noah Valdivia, Athletic Facilities Manager
- 7.2. Nancy Law, Executive Assistant
- 7.3. Grant Requests

**8. GENERAL MANAGER REPORT:**

- 8.1. General Manager, Mickey Valdivia
  - Bleacher Replacement Update
  - General Manager's Evaluation March 2025 Second Reminder
  - UCI Funding Update
  - 2025 Policies
    - Employee Facility Rental Policy (Facilities Ad Hoc)
    - Special Event Cancellation Policy (Facilities Ad Hoc)
    - Hybrid Work Schedule Policy (Personnel)
    - Facility Users' Insurance Requirements Policy (Facilities Ad Hoc)
  - Rojas Public Affairs
  - Cherry Festival
  - DeAnn's PAASS Kids
  - Conferences/Vacations

**9. CALENDAR OF EVENTS:**

- 9.1. Next BCVRPD Board Meeting: NCCC – March 12<sup>th</sup>, 2025, 6:05p.m.
- 9.2. Next BCVRPIC Board Meeting: NCCC – March 12<sup>th</sup>, 2025, 6:00p.m.
- 9.3. Committee Meetings
  - Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m., Beaumont Civic Center, next meeting March 5<sup>th</sup>.
  - Finance Committee – Monday before Board Meeting monthly, 9:00a.m., next meeting March 10<sup>th</sup>, NCCC.
  - Personnel Committee – first Tuesday monthly, 12:00p.m., next meeting March 4<sup>th</sup>, NCCC.
  - Facility Ad Hoc Committee – second Tuesday monthly, 10:30a.m., next meeting March 11<sup>th</sup>, NCCC.
  - Foundation Golf Tournament Ad-Hoc Committee – third Thursday, 4:00p.m., next meeting February 20<sup>th</sup>, NCCC.
  - Government Liaison Committee – third Tuesday monthly, 10:30a.m., next meeting February 18<sup>th</sup>, NCCC.
  - BYB/SB Meeting – first and third Tuesdays monthly, 7:00p.m., next meeting February 18<sup>th</sup>, BYB Office at Noble Creek.
  - District Community Member Recognition Ad Hoc Committee – time and dates TBD.
- 9.4. Upcoming Holidays
  - Monday, February 17<sup>th</sup> – **President's Day**
- 9.5. BCVRPD Events
  - Wednesday, February 26<sup>th</sup>, 2025, 6:00p.m. – **Redistricting and Rebranding Meeting (Map Revisions)**

- Wednesday, March 12<sup>th</sup>, 2025, 6:00p.m. – **Redistricting and Rebranding Final Meeting (Map Adoption)**
- Friday, March 29<sup>th</sup>, 2025 - **Welcome Home, Vietnam Veterans**
- Saturday, March 30<sup>th</sup>, 2025 – **Spring Fling**

9.6. Community Events

- Friday, February 14<sup>th</sup>, 2025, 7:30a.m. – **Good Morning Beaumont Breakfast**, NCCC
- Thursday, February 27<sup>th</sup>, 2025, 5:00p.m.-9:00p.m. – **Beaumont Chamber of Commerce Installation Dinner**, 36211 Champions Dr.
- Saturday, March 8<sup>th</sup>, 2025, 8:00a.m.-11:30a.m. – **BUSD Family Literacy Fair**, Educational Support Facility, 350 W. Brookside Ave.

**10. DIRECTORS’ MATTERS/COMMITTEE REPORTS:**

**11. TOPICS FOR FUTURE AGENDAS:**

**12. ADJOURNMENT:**

*Pending Agenda Items:*

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Policy for Memorial Wall Nominations	Board	3/13/2024	Policy expected to be presented to Board summer 2024.
District Community Impact Recognition Policy	Hughes	08/2024	Pending discussion in a committee
Youth Memorial Committee	Ward/ Diercks	11/2024	Assigned to District Community Impact Recognition Committee

**Any person with a disability who requires accommodation to participate in the meeting should telephone Deidre Chatigny at 951-845-9555, at least 48 hours prior to the meeting to make a request for a disability-related modification or accommodation.**

**DECLARATION OF POSTING:** I declare under penalty of perjury, that I am employed by Beaumont-Cherry Valley Recreation and Park District, and the foregoing agenda was posted at the District office and District website February 7<sup>th</sup>, 2025.

*Deidre Chatigny*

Deidre Chatigny, Clerk of the Board

**RESERVE FUND**

**ACTUAL: \$107,295.91**

**PROJECTED: \$107,278.00**



**BEAUMONT CHERRY VALLEY  
RECREATION & PARK DISTRICT (BCVRPD)  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Wednesday, January 8<sup>th</sup>, 2025, 6:00p.m.**

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**MINUTES**

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Meeting ID: 323 943 4355.**

Regular session began at 6:02 p.m.

**1. ROLL CALL:**

Director Covington: Present  
Director Linnemann: Present  
Treasurer Flores: Present  
Vice-Chair/Secretary Hughes: Present  
Chairman Diercks: Present  
General Manager, Mickey Valdivia and Legal Counsel of Best, Best & Krieger, Albert Maldonado are in attendance.

- 1.1. INVOCATION: Treasurer Flores provided the invocation.
- 1.2. PLEDGE OF ALLEGIANCE: Vice-Chair/Secretary Hughes led the Pledge of Allegiance.
- 1.3. ADJUSTMENTS TO THE AGENDA: None.

**2. PRESENTATIONS:** None.

**3. PUBLIC COMMENT:**

Chairman Diercks opened public comment at 6:04p.m.

Francis Adams addressed the Board regarding the August 16<sup>th</sup> All Class Reunion. She requested that the Board waive the rental fee for the park (Noble Creek Regional Park).  
Aaron Morris, Assistant Maintenance Superintendent, addressed the Board to thank them for approving family medical insurance coverage. He feels very supported by the District and the Board.

Chairman Diercks closed public comment at 6:11p.m.

**4. CONSENT CALENDAR:**

- 4.1. Minutes of December 11, 2024
- 4.2. Bank Balances for December 2024
- 4.3. Warrants for December 2024
- 4.4. Payment of the Legal Invoice for November 2024
- 4.5. Approval of 2025 Facility Use Agreements
  - 4.5.1. Beaumont Lions Club

- 4.5.2. Beaumont Youth Baseball
- 4.5.3. Beaumont Woman's Club
- 4.5.2. San Gorgonio Pass Historical Society

*Chairman Diercks confirmed that the Finance Committee met and approved items 4.2 through 4.4.*

Vice-Chair/Secretary Hughes asked a question about the Facility Use Agreements; he wanted to confirm that they had been vetted by the Facilities Ad Hoc Committee.

General Manager Valdivia confirmed that they had, and that Attorney Maldonado was involved in the process as well.

Vice-Chair/Secretary Hughes made a motion to accept items 4.1, 4.2, 4.3, 4.4, and 4.5 excluding 4.5.3 until substantive changes have been made.

Director Linnemann seconded the motion.

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

**5. GENERAL COUNSEL REPORT:**

5.1. General Counsel, Albert Maldonado had nothing to report.

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

6.1. Discuss Redistricting Procedure – National Demographics Corporation  
 General Manager Mickey Valdivia introduced Dr. Justin Levitt from National Demographics Corporation. He made a presentation to the Board.  
 Board member discussion ensued.

*PUBLIC COMMENT OPENED AT 7:13p.m.*

*PUBLIC COMMENT CLOSED AT 7:13p.m.*

*No action required.*

*General Manager Valdivia announced that he just received confirmation from Cal Fire that the District will be hosting a fire camp at Noble Creek Regional Park, effective 1/8/25.*

6.2. Discuss Rebranding Project

General Manager Valdivia made a presentation to the Board. He requested feedback and direction from the Board regarding rebranding. He asked if it is something the new Board is interested in pursuing.

Director Covington requested more information; staff time, costs, etc.

Director Linnemann requested that this discussion be added to agendas moving forward, he is in favor but wants more information.

Vice-Chair/Secretary Hughes commented in support of rebranding for regionalization purposes.

Treasurer Flores commented in support of rebranding.

*PUBLIC COMMENT OPENED AT 7:34p.m.*

*PUBLIC COMMENT CLOSED AT 7:34p.m.*

*No action required.*

6.3. Appoint Directors to the Beaumont-Cherry Valley Recreation & Park Improvement Corporation Board of Directors

Chairman Diercks requested that the applications for the candidates not present be read by the Clerk. Deidre Chatigny read the statements from Kristopher Galarza, Richard Lawhead, and Bradley Roberts.

Tammy Letulle presented her statement to the Board.

Sammi Jo Shubin presented her statement to the Board.

Denise Ward presented her statement to the Board.

*PUBLIC COMMENT OPENED AT 7:52p.m.*

*PUBLIC COMMENT CLOSED AT 7:52p.m.*

Chairman Diercks opened the floor to nominations.

Director Covington nominated Denise Ward.

There was no second, the motion failed.

Director Linnemann nominated Tammy Letulle

Vice-Chair/Secretary Hughes seconded the nomination.

Director Covington: Nay

Director Linnemann: Aye

Treasurer Flores: Abstain

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 3-1-1

Director Covington nominated Rich Lawhead.

Vice-Chair/Secretary Hughes seconded the nomination.

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Abstain

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 4-0-1

Vice-Chair/Secretary Hughes commented to thank all the candidates, he said they were all great and encouraged them to continue to participate in District events.

Treasurer Flores noted that he does not like the way the appointment process is handled, he would like to revise the procedure.

*Chairman Diercks called for a five-minute break at 8:07p.m.*

*The Board reconvened at 8:14p.m.*

#### 6.4. Cherry Festival Contract (Possible Action)

General Manager Valdivia presented to the Board, he stated that the Cherry Festival Association has a meeting tonight and he has not received a response to the most recent agreement that the District offered to them last month.

*No action required.*

#### 6.5. Formation of Ad Hoc Committee for Redistricting and Rebranding

The Board discussed the need for a Redistricting and Rebranding Committee. They determined that they would like to form a Rebranding Committee only.

*PUBLIC COMMENT OPENED AT 8:18p.m.*

*PUBLIC COMMENT CLOSED AT 8:18p.m.*

Director Linnemann made a motion to form a Rebranding Committee with Director Linnemann as Chair, Director Covington as the Board Member, and Treasurer Flores as the Alternate.

Director Covington seconded the motion.

Director Covington: Aye

Director Linnemann: Aye

Treasurer Flores: Aye

Vice-Chair/Secretary Hughes: Aye

Chairman Diercks: Aye

Result of Motion: Carried 5-0

## 7. DEPARTMENT HIGHLIGHTS:

7.1. Nancy Law, Executive Assistant

Nancy Law presented a financial report to the Board.

## 8. GENERAL MANAGER REPORT:

8.1. General Manager, Mickey Valdivia

Mickey Valdivia presented the following topics to the Board:

- Thunder Alley
- General Manager's Evaluation March 2025 Reminder
- 2025 Policies
  - Reserve Fund Policy
  - Special Event Cancellation Policy
  - Employee Facility Rental Policy
  - Other
- Beaumont High School All Class Reunion
- Conferences

## 9. CALENDAR OF EVENTS

Chairman Diercks reminded the Board to be aware of these upcoming events:

9.1. Next BCVRPD Board Meeting: NCCC – February 12<sup>th</sup>, 2025, 6:00p.m.

9.2. Next BCVRPIC Board Meeting: NCCC – February 12<sup>th</sup>, 2025, 6:00p.m.

9.3. Committee Meetings

- Collaborative Agency Meeting – first Wednesday bi-monthly, 5:00p.m., Beaumont Civic Center, next meeting is March 5<sup>th</sup>.
- Finance Committee – Monday before Board Meeting monthly 9:00a.m., next meeting February 10<sup>th</sup>, NCCC.
- Personnel Committee – first Tuesday monthly 12:00p.m.
- Facility/Bogart Ad Hoc Committee– second Tuesday monthly 10:30a.m.
- Foundation Golf Tournament Ad-Hoc Committee – third Thursday 4:00p.m., NCCC
- Government Liaison Committee – third Tuesday monthly 10:30a.m.
- BYB/SB Meeting – first Tuesday monthly 7:00p.m.
- District Community Member Recognition Ad Hoc Committee – time and dates TBD.

9.4. Upcoming Holidays

- Monday, January 20<sup>th</sup> – **Martin Luther King, Jr. Day**
- Monday, February 17<sup>th</sup> – **President's Day**

9.5. BCVRPD Events

- Wednesday, January 15<sup>th</sup>, 2025, 6:00p.m. – **Redistricting and Rebranding Public Forum**
- Wednesday, January 22<sup>nd</sup>, 2025, 6:00p.m. – **Redistricting and Rebranding Meeting (Repeat of January 8<sup>th</sup> Kickoff Meeting)**
- Saturday, January 25<sup>th</sup>, 2025, 10:00a.m. - **Strategic Planning**



- Wednesday, February 12<sup>th</sup>, 2025, 6:00p.m. – **Redistricting and Rebranding Meeting (Draft Map Presentation)**
- Wednesday, February 26<sup>th</sup>, 2025, 6:00p.m. – **Redistricting and Rebranding Meeting (Map Revisions)**
- Wednesday, March 12<sup>th</sup>, 2025, 6:00p.m. – **Redistricting and Rebranding Final Meeting (Map Adoption)**

9.6. Community Events

**10. DIRECTORS MATTERS/COMMITTEE REPORTS:**

**Director Covington:** Director Covington noted that Personnel Committee meetings will be at the District office. She also asked for Albert’s direction with abstaining from voting. Albert presented her rules about abstaining from voting.

**Director Linnemann:** Director Linnemann congratulated the new Foundation Directors, Tammy and Rich. He recommends that Foundation meetings be held before the Board Meeting. He thanks everyone on the Board as well as the staff.

**Treasurer Flores:** Treasurer Flores stated he liked the meeting and how informational it was as far as the rebranding and his questions were answered. He congratulated Rich and Tammy for being appointed to the Foundation Board.

**Vice-Chair/Secretary Hughes:** Vice-Chair/Secretary Hughes congratulated Tammy and Rich. He thanked everyone for the plants that were sent to Lisa.

**Chairman Diercks:** Chairman Diercks thanks everyone for attending the meeting. He thanks the staff for their hard work and good luck to Lisa. Lastly, he congratulated Tammy and Rich.

**11. TOPICS FOR FUTURE AGENDAS:** None.

**12. ADJOURNMENT:**

Meeting adjourned at 8:40p.m.

*Pending Agenda Items:*

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Policy for Memorial Wall Nominations	Board	3/13/2024	Policy expected to be presented to Board summer 2024.
District Community Impact Recognition Policy	Hughes	08/2024	Pending discussion in a committee.
Youth Memorial Wall Committee	Ward/Diercks	11/2024	Assigned to District Community Impact Recognition Committee

Minutes Completed on 02/04/2025

By: Deidre Chatigny/Kaylee Gemmell, BCVRPD Clerk of the Board



**BEAUMONT CHERRY VALLEY  
RECREATION & PARK DISTRICT (BCVRPD)  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
Wednesday, January 22<sup>nd</sup>, 2025, 6:00p.m.**

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**MINUTES**

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**Meeting ID: 323 943 4355.**

Regular session began at 6:04 p.m.

**1. ROLL CALL:**

Director Covington: Present

Director Linnemann: Present

Treasurer Flores: Present

Vice-Chair/Secretary Hughes: Present

Chairman Diercks: Present

1.1. INVOCATION: Vice-Chair/Secretary Hughes provided the invocation.

1.2. PLEDGE OF ALLEGIANCE: Director Covington led the Pledge of Allegiance.

**2. PUBLIC COMMENT:**

Public Comment opened at 6:06 p.m.

President Dan Roush, Vice-President Felicia Romero, and Treasurer Arianah Roush from the Cherry Festival Association presented the Board with a check for the first payment to reserve Noble Creek Regional Park for the 2025 Cherry Festival.

Chairman Diercks closed public comment at 6:08 p.m.

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

3.1. Discuss Redistricting Presentation – National Demographics Corporation  
General Manager Mickey Valdivia introduced Dr. Justin Levitt from National Demographics Corporation. He made a presentation to the Board about the process of redistricting.

Board member discussion ensued.

*PUBLIC COMMENT OPENED AT 6:29 p.m.*

*PUBLIC COMMENT CLOSED AT 6:30 p.m.*

*No action required.*

3.2. Discuss Rebranding Presentation

Mickey Valdivia stated that he has a meeting scheduled with Desert Recreation to discuss rebranding as they have recently completed the process. Mickey provided the following reasons for considering rebranding: to reduce confusion with similarly

named organizations, to give the District its own identity, and to give BCVRPD the opportunity to expand the footprint of the existing district boundaries.

*PUBLIC COMMENT OPENED AT 6:58 p.m.*

Cherry Festival Association President Dan Roush asked a question about rebranding.

*PUBLIC COMMENT CLOSED AT 6:59 p.m.*

*No action required.*

**4. GENERAL MANAGER REPORT:**

4.1. General Manager, Mickey Valdivia

- Fire Camp Update

Mickey discussed the progress of the Fire Camp and handed it over to Nick Hughes, Special Projects Associate to discuss it in more detail.

Mickey discussed how Beaumont Youth Baseball has been understanding about the Fire Camp situation.

Director Linnemann provided additional background information on CalFire and staffing strategies in emergency situations.

Vice-Chair/Secretary Hughes asked about the water meter on Oak Valley Parkway and would like to resolve the issue. He also asked Staff to create a list for future fire events.

Chairman Diercks thanked the Cherry Festival Association for their deposit.

**5. NEXT REGULAR MEETING:** February 12<sup>th</sup> 2025, 6:00p.m.

**6. ADJOURNMENT:**

*Chairman Diercks called for a motion to adjourn at 7:11 p.m.*

*Director Linnemann made a motion and Vice/Chair Secretary Hughes seconded it.*

Minutes Completed on 02/04/2025

By: Kaylee Gemmell, BCVRPD Clerk of the Board



**BEAUMONT CHERRY VALLEY  
RECREATION & PARK DISTRICT (BCVRPD)  
MEETING OF THE BOARD OF DIRECTORS  
Strategic Planning Workshop  
Saturday, January 25<sup>th</sup>, 2025, 10:00a.m.**

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**MINUTES**

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**Remote access is available for the convenience of the public. Please note that in the case of audio/video failure, the board meeting will continue.**

**To join via Zoom, click here: [Workshop Meeting](#)**

**To join the meeting by telephone, call: 1(669)900-6833.**

**Meeting ID: 323 943 4355.**

Regular session began at 10:00a.m.

**1. ROLL CALL:**

Director Covington: Present

Director Linnemann: Present

Treasurer Flores: Present

Vice-Chair/Secretary Hughes: Present

Chairman Diercks: Present

General Manager Mickey Valdivia, Nancy Law, Deidre Chatigny, Aaron Morris (via Zoom), Noah Valdivia, Sarah Salzman and Nicholas Hughes were also present.

Chairman Diercks led the Pledge of Allegiance.

*Treasurer Flores arrived at 10:08a.m.*

**2. PUBLIC COMMENT:**

Public Comment opened at 10:07a.m.

Richard Meinhold, Managing Director of the Catch a Star Theatre Players addressed the Board. He discussed concerns with the Women's Club facility's ability to accommodate crowds for their productions.

Board member discussion ensued.

The Board agreed that there should be further discussion about options pertaining to the Women's Club. They would like Staff to research costs and options.

Chairman Diercks closed public comment at 10:32a.m.

**3. WORKSHOP SESSION:**

The Board discussed the following:

- Policy updates
- Rebranding
- Facility Use Agreements
- Grants
- Danny Thomas Ranch Plans

- o Future Projects

Treasurer Flores noted that he would like to see the results of Strategic Planning.

The Board emphasized the importance of sticking to the budget and requested that Staff notify them of shortfalls in the budget at the monthly meetings.

The Board requested information on how much grant money has been received and an update on the timelines of the grant-funded projects.

The Board supported a written reserve fund policy and at the General Manager's suggestion, will use it as performance standards at the GM's annual evaluation. They would like to assess biannually.

*The Board took a break at 11:51a.m and returned at 12:07a.m.*

The Board suggested that Staff let the Board know so they are prepared to answer public questions when an event is canceled. They noted that they would often prefer to cancel an event instead of rescheduling it, and suggested that the GM call a Special Meeting if time warrants. They asked for clear, quick communication.

The Board suggested to create a stipulation with fire camp hosts that if there is a large event planned, the District can accommodate them at Danny Thomas Ranch. They asked Staff to draft a letter to Riverside County Fire Chief Bill Weiser.

The Board suggested that Staff focus on ADA projects and figure out what the District can do within reason, they would like Staff to bring back costs for approval.

*The Board left the Women's Club to tour Danny Thomas Ranch at 1:30 p.m., they returned at 2:30p.m.*

The Board discussed potential annexation of Danny Thomas Ranch to the City of Beaumont or the City of Calimesa. They recognize that they cannot develop the property without the assistance of another party or several parties.

The Board challenged the directors to get the information out to the public. They want to promote Danny Thomas Ranch and make sure the local community is aware of it. They would like to create a Master Plan for future development.

#### **4. ADJOURNMENT:**

*The meeting was adjourned at 3:38 p.m.*

Minutes Completed on 02/06/2025

By: Deidre Chatigny, BCVRPD Clerk of the Board

Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 1/31/2025

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
1 HCN Bank - Operating	\$ 498,941.05	\$ 820,468.23	\$ 412,621.77	\$ 91,094.59	
2 HCN Bank- Payroll Account	\$ 50,376.98	\$ 129,681.68	\$ 106,703.01	\$ 27,398.31	
3 HCN Bank - Project Loan	\$ 65,677.16			\$ 65,677.16	
4 HCN Bank - Bogart	\$ 13,472.26	\$ 13,165.73	\$ 1,110.00	\$ 1,416.53	
5 HCN Bank - Money Market	\$ 16,126.66		\$ 407,506.92	\$ 423,633.58	7,500 Monthly Deposits for loan payment 11/2021
6 HCN Bank - Reserve Fund	\$ 102,287.24		\$ 5,008.67	\$ 107,295.91	
7 HCN Bank - Quimby/DIF	\$ 58,023.74		\$ 4.93	\$ 58,028.67	
9 Riverside County Fund	\$ 8,833.12	\$ 905,000.00	\$ 1,207,334.26	\$ 311,167.38	Sept 2024 - Dec 2024
10	\$ 813,738.21	\$ 1,868,315.64	\$ 2,140,289.56	\$ 1,085,712.13	
11 HCN Bank - Reserve Fund	Balance	Payables	Deposits	Ending Balance	Notes/Comments
12 Operating Reserve	\$ 46,708.23		\$ 5,000.00	\$ 51,708.23	NOT to be USED
13 Capital Reserve	\$ 55,579.01		\$ 8.67	\$ 55,587.68	Min Balance of \$50,000
14 TOTAL RESERVE ACCOUNT	\$ 102,287.24	\$ -	\$ 5,008.67	\$ 107,295.91	
15	Reserve Account Projections As Approved 1/25/2025			\$ 107,278.00	

Beaumont-Cherry Valley Recreation & Park District Improvement Corporation

**Bank Account Balance**

As of 1/31/2025

	Starting Balance	Payables	Deposits	Ending Balance	Notes/Comments
16 HCN Bank	\$ 64,138.44	\$ 210.75	\$ 2,587.14	\$ 66,514.83	

Beaumont-Cherry Valley Recreation & Park District

**Grant Balances**

As of 1/31/2025

	Funded	Requested Distbursement	Received	Balance	Notes/Comments
17 Department of Parks and Recreation Per Capita Grant Program (Prop 68) <b>Field #8</b>	\$ 29,582.00	\$ -	\$ -	\$ 29,582.00	
18 Department of Parks and Recreation Per Capita Grant Program (Prop 68) <b>Field #8</b>	\$ 177,952.00	\$ 50,069.00	\$ -	\$ 177,952.00	
19 Housing and Workforce Solutions CDBG 2022-2023 <b>Bogart Regional Park ADA Parking Lot Improvements</b>	\$ 58,266.00	\$ 58,266.00	\$ 58,266.00	\$ -	COMPLETED
20 Housing and Workforce Solutions CDBG 2023-2024 <b>Bogart Regional Park ADA Parking Lot Improvements Project Phase II</b>	\$ 82,231.00	\$ -	\$ -	\$ 82,231.00	Submitted: Bid Package Review
21 County of Riverside Unincorporated Communities Initiative <b>Danny Thomas Ranch Infrastructure</b>	\$ 400,000.00	\$ -	\$ 400,000.00	\$ -	Approved 10/8/2024 from County
22 Housing and Workforce Solutions CDBG 2023-2024 <b>Bnoble Creek Community Center ADA Restroom Project</b>	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	Signed Contract Sent 11/14/2024
23	\$ 758,031.00	\$ 108,335.00	\$ 458,266.00	\$ 299,765.00	

Beaumont Cherry Valley Recreation Park District

**Bank Account Balances**

As of 1/31/2025

Beaumont-Cherry Valley Recreation & Park District

**Loan Balances**

As of 1/31/2025

		opened date	Funded	Payments	Balance owed	Notes/Comments
24	Citizens Business Bank 2020 Projects	11/6/2020	\$ 400,000.00	\$ 348,868.72	\$ 51,131.28	Yearly Payment - \$87,217.18 Last payment Due: 11/6/2025  <b>PAY OFF: MAY 2025</b>
25	Ford F150 XLT Maintenance Superintendent Truck	12/16/2019	\$ 45,792.00	\$ 45,792.00	\$ -	<b>Paid Off</b> <b>2/7/2024</b>
26	KS State Bank (10) Radios/ (3) Repeaters	7/1/2022	\$ 37,937.70	\$ 27,011.46	\$ 10,926.24	Yearly Payment - \$9,003.82 Last payment Due: 7/1/2027  <b>PAY OFF: JULY 2025</b>
27	Huntington National Bank Ventrac 4520P	2/1/2023	\$ 45,534.48	\$ 16,276.15	\$ 29,258.33	Monthly Payment - \$1,065.00 Last payment Due: 2/1/2027
28	Huntington National Bank ToroOutcross 9060	2/1/2023	\$ 64,860.11	\$ 23,130.66	\$ 41,729.45	Monthly Payment - \$1,517.00 Last payment Due: 2/1/2027
29	Municipal Finance Corporation 2023 Projects	11/15/2023	\$ 400,000.00	\$ 72,809.16	\$ 327,190.84	Quarterly Payment - \$23,502.29 Last payment Due: 11/1/2028
30			<b>\$ 994,124.29</b>	<b>\$ 533,888.15</b>	<b>\$ 460,236.14</b>	

# Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

January 2025

Date	Transaction Type	Num	Name	Memo/Description	Amount
10005 HCN Bank - Operating					
01/01/2025	Check	127463	Michael Valdivia	December 2024 - 457 Retirement Contribution	-1,582.60
01/01/2025	Check	127464	Michael Valdivia	Car Allowance	-900.00
01/01/2025	Check	af12102025	HP Store	Insta Ink - Finance Printer	-15.07
01/02/2025	Check	127465	Dan Hughes	Director Fees - December 2024	-600.00
01/03/2025	Check	KG01032025	Flowcode	(50) Qr Codes Annually	-300.00
01/03/2025	Check	CCFEESJan25	EPX	Fees - Credit Card Machine	-300.84
01/06/2025	Bill Payment (Check)	127466	Gophix Gopher Control	Monthly Gopher Maintenance - December 2024	-2,500.00
01/06/2025	Check	127488	Margaret Alcantar	Refundable Security Deposit - 12/19/2024 - NCCC Memorial	-250.00
01/06/2025	Check	127489	Aracely Carranza	Refundable Security Deposit - 12/14/2024 Birthday Party Grange	-500.00
01/06/2025	Check	127490	MBE Construction	Refundable Security Deposit - 12/14/2024 - Holiday Party - NCCC	-250.00
01/06/2025	Bill Payment (Check)	127491	Turf Star, Inc.	Bi Weekly Equipment Service	-3,294.01
01/06/2025	Bill Payment (Check)	127492	BCVWD B 3-004	Utilities - Water - Bogart	-956.01
01/06/2025	Bill Payment (Check)	127493	Cintas	Janitorial Equipment and Supplies - Grange	-6,338.49
01/06/2025	Bill Payment (Check)	127494	CPRS	Membership Annual Renewal/Individual (Mickey Valdivia)	-555.00
01/06/2025	Bill Payment (Check)	127495	Capri	Final Payroll adjustment for Workers Comp FY 23/24	-1,140.00
01/06/2025	Bill Payment (Check)	127501	BCVWD 8-000	Utilities - Water - Woman's Club	-321.08
01/06/2025	Bill Payment (Check)	127502	BCVWD 8-001	Utilities - Water - Park	-6,756.70
01/06/2025	Bill Payment (Check)	127503	BCVWD 8-003	Utilities - Water - NCCC	-897.56
01/06/2025	Bill Payment (Check)	127504	Archangel Protection Services	Unarmed Overnight Security - Winterfest 12/7/2024	-217.00
01/06/2025	Bill Payment (Check)	127505	Clean by Design	Monthly Clean Service - All Locations	-1,895.00
01/06/2025	Bill Payment (Check)	127498	Pro Care Landscape Services, INC,	Landscape Maintenance at Franco Gardens/WC for month December 2024	-1,550.00
01/06/2025	Bill Payment (Check)	127508	Safety Compliance Company	Safety Meeting 12/12/2024 1pm Topic: GHS/SDS	-250.00
01/06/2025	Bill Payment (Check)	3651788288	Verizon Wireless	Monthly Wireless Phones	-1,335.14
01/07/2025	Bill Payment (Check)	BH04818118	UMPQUA Bank	Monthly Press Enterprise Subscription (Valdivia, Mickey), Annual Amazon Prime Subscription Hotel - Calpers (Diedre Chatigny), Hotel - Board Secretary Conference (Diedre Chatigny), Postage/Stamps	-934.86
01/07/2025	Bill Payment (Check)	70069	SoCalGas	Utilities - Gas - Woman's Club	-72.71
01/07/2025	Bill Payment (Check)	0070309G	SoCalGas	Utilities - Gas - Grange	-383.09
01/07/2025	Bill Payment (Check)	0070609NCC	SoCalGas	Utilities - Gas - NCCC	-772.74



# Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

January 2025

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/07/2025	Bill Payment (Check)	p255KGCMSG	Frontier (10478 Bmt Aves721) G	Monthly Wifi Service - Grange	-146.76
01/07/2025	Bill Payment (Check)	p255KGCNNW	Frontier (306 Sixth9910) WC	Monthly Wifi Service - Woman's Club	-332.72
01/07/2025	Bill Payment (Check)	p257BWCC45	Frontier (390 Oak Pky0886) NC	Monthly Wifi Service - NCCC	-286.56
01/07/2025	Bill Payment (Check)	470101072025	Chevron	Monthly Gas/Fuel - Chevy (46,939) F 150 (39,583) Gas Can/Fuel Tank - Winterfest Truck fill - December 2024	-1,085.95
01/07/2025	Bill Payment (Check)	1002813861	CalPers	Employee - 457 Plan PR: 12/6/2024	-225.00
01/07/2025	Bill Payment (Check)	1002813863	CalPers	Employee - 457 Plan PR: 12/20/2024	-175.00
01/07/2025	Bill Payment (Check)	1002813888	CalPers	Employee - 457 Plan PR 1/3/2025	-175.00
01/07/2025	Check	127509	Tony Arce	Refundable Security Deposit - Grange 12/08/2024 Home Depot Holiday Party	-250.00
01/07/2025	Check	127510	Veronica Marquez	Refundable Security Deposit - NCCC 12/21/2024 "15th Birthday Party"	-500.00
01/07/2025	Bill Payment (Check)	1002814437-438	CalPers	Employee - Retirement - 11/4/2024 - 11/17/2024	-6,914.24
01/07/2025	Bill Payment (Check)	1002814440-441	CalPers	Employee - Retirement - 11/18/2024 - 12/1/2024	-6,937.60
01/07/2025	Bill Payment (Check)	1002814448-4449	CalPers	Employee - Retirement - 12/2/2024 - 12/15/2024	-6,612.48
01/07/2025	Bill Payment (Check)	1002814459	CalPERS-OPEB	Accrued Liability as of June 30, 2022 - Rate Plan: 1357	-8,396.62
01/07/2025	Bill Payment (Check)	17150808	Wells Fargo Financial Leasing	Monthly Copier Lease - 12/14/2024 - 1/14/2024 & 1/15/2024 - 2/14/2024	-1,925.90
01/07/2025	Bill Payment (Check)	01072025UNUM	UNUM	Employee - Disability Insurance	-549.40
01/07/2025	Bill Payment (Check)	01072025VSP	VSP-Vision Service Plan	Employee - Vision Insurance	-129.82
01/07/2025	Bill Payment (Check)	1934120696985	Colonial Life	Employee - Accident Insurance	-777.80
01/07/2025	Bill Payment (Check)	01072025Blue	Blue Shield	Employee - Dental Insurance	-540.50
01/07/2025	Check	NL01072025	Walgreens	Office Expense - Board Member/GM Pictures	-353.19
01/08/2025	Check	127496	Nata Construction Inc.	(1) Bleacher Replacement - Field 3	-9,461.27
01/08/2025	Bill Payment (Check)	Nextiva01082025	Nextiva	Monthly Telephone Service	-389.64
01/08/2025	Check	af01082024	Amazon.com	American Flags (9) , Laminated Id Cards	-714.08
01/08/2025	Check	DC01082025	Tuscano's Pizza & Pasta	Board Meeting - Meal 1/8/2025	-142.37
01/08/2025	Check	DC010820252	Stater Bros. Markets	Office Supplies - Plates	-7.52
01/08/2025	Check	SS01082025	Best Buy	Office Expense - Adapter/USB-C Port - Board Meeting	-96.94
01/08/2025	Check	MV01082025	1906Inc	Staff Finance Meeting - Mickey Valdivia, Alyssa Fuimaono & Nancy Law	-64.17
01/09/2025	Bill Payment (Check)	127511	United Rentals	Forklift Rental - Repair to Field #1 Lights, (3) Light Towers - Winterfest	-2,961.33
01/09/2025	Bill Payment (Check)	127512	Elite Fire Protection	Inspection of Fire Extinguishers	-1,285.00

# Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

January 2025

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/09/2025	Bill Payment (Check)	127513	Huntington Bank	Lease Payment - Toro Outcross/Ventrac	-2,582.00
01/09/2025	Bill Payment (Check)	127514	Beaumont Do it Best	Winterfest Décor, Trailer PVC Pipes & Hitch for Trailer - Grange - Water Line Repair	-223.40
01/09/2025	Bill Payment (Check)	127515	Awards & Specialties	Employee Holiday Party Awards	-781.89
01/09/2025	Bill Payment (Check)	127516	Turf Star, Inc.	Bi Weekly Equipment Service	-918.76
01/09/2025	Bill Payment (Check)	127517	Beaumont Safe & Lock	Restroom Key (20) copies	-42.88
01/09/2025	Check	af01082025	Rich Burgess	Refundable Security Deposit - Velo City Baseball Tournament 01/04/2024	-500.00
01/09/2025	Check	127518	Sara Rivera	Refundable Security Deposit - 01/06/2025 Memorial Grange	-250.00
01/10/2025	Check	AF01102025	Safeguard	Operating Account Bank Checks	-330.56
01/13/2025	Check	af01132025	Stater Bros. Markets	Birthday Card (Kaylee Gemmell/Coffee)	-78.49
01/14/2025	Check	MV01142025	Fast5Xpress	Car Wash - Platinum/Shared	-39.99
01/15/2025	Bill Payment (Check)	806022852493	SCE (700558511896)	Utilities - Electric - Bogart	-3,617.69
01/15/2025	Bill Payment (Check)	806022852309	SCE (700005100729)	Utilities - Electric - NCCC, Grange, Snack Bar, Maintenance, Woman's Club	-2,989.82
01/15/2025	Bill Payment (Check)	806022852532	SCE (700593589625)	Utilities - Electric - Thunder Alley & General	-1,318.68
01/15/2025	Bill Payment (Check)	806022852337	SCE (700194594370)	Utilities - Electric - Caretaker	-804.88
01/15/2025	Bill Payment (Check)	806022852401	SCE (700492993735)	Utilities - Electric - Field #1 - #4	-1,786.48
01/15/2025	Bill Payment (Check)	807001813237	SCE (700494090863)	Utilities - Electric - Fire Camp Lighting/Panel	-571.29
01/15/2025	Bill Payment (Check)	806022852460	SCE (700518137163)	Utilities - Electric - RV Park	-1,725.71
01/15/2025	Bill Payment (Check)	806022852572	SCE (700593616907)	Utilities - Electric - Tennis Cours, Horse Arena & Field 5/6	-1,217.45
01/15/2025	Bill Payment (Check)	807001813254	SCE (700857153476)	Utilities - Electric - DTR Well	-35.32
01/15/2025	Bill Payment (Check)	801059169000	Waste Management of the IE	Utilities - Trash - Woman's Club	-583.26
01/15/2025	Bill Payment (Check)	801059169000	Waste Management of the IE	Utilities - Trash - NCCC	-6,026.13
01/15/2025	Bill Payment (Check)	801059169002	Waste Management of the IE	Utilities - Trash - Grange	-532.62
01/15/2025	Bill Payment (Check)	801059169003	Waste Management of the IE	Utilities - Trash - Maintenance	-3,920.96
01/16/2025	Bill Payment (Check)	127519	Beaumont Do it Best	Repairs & Maintenance : Plaster Sand Refill, Pallet of Chalk, RV Space #13/15 repair	-1,233.52
01/16/2025	Bill Payment (Check)	127520	Diamond Environmental Services	Portable Restroom - Pumpkinfest	-280.60
01/16/2025	Bill Payment (Check)	127521	Huntington Bank	Lease Payment - Toro Outcross/Ventrac	-3,098.40
01/16/2025	Bill Payment (Check)	127522	Acorn Technology Services	Monthly IT Service Dec 2024 - January 2025	-5,620.00
01/16/2025	Bill Payment (Check)	127523	BCVWD 8-005	Utilities - Water - Grange	-1,575.52

# Beaumont-Cherry Valley Recreation and Park District Check Warrant - Operating

January 2025

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/16/2025	Bill Payment (Check)	127524	BCVWD 8-006	Utilities - Water - Grange (fire)	-63.02
01/16/2025	Bill Payment (Check)	127525	PROCAM INC.	Alarm Service - January 2025	-246.00
01/16/2025	Bill Payment (Check)	127526	Awards & Specialities	(2) Plaques - Thank you End of Term - Denise Ward & Rich Lawhead	-286.00
01/16/2025	Bill Payment (Check)	127527	Capri	3rd Quarter Workman's Compensation & 2nd Half of Liability Insurance	-56,972.00
01/16/2025	Bill Payment (Check)	127528	Diamond Environmental Services	Portable Restroom - Winterfest	-871.00
01/22/2025	Check	af01222025	Amazon.com	Office Supplies/Bogart Kiosk Supplies/Fishing Derby	-242.68
01/22/2025	Bill Payment (Check)	127529	James J Hughes	Unfunded Health Payment Jan 2025 & Feb 2025	-1,206.86
01/22/2025	Bill Payment (Check)	127530	Rosalind Otero	Unfunded Health Payment Jan 2025 & Feb 2025	-345.41
01/22/2025	Bill Payment (Check)	1002824204	CalPers	Employee - Health Insurance	-7,967.67
01/22/2025	Bill Payment (Check)	1002824219	CalPers	Employee-457 Plan 1/17/2025	-175.00
01/22/2025	Check	DC01222025	Palm Cleaners	Board Meeting Table Cloths Cleaning	-115.00
01/23/2025	Check	ss01232025	Tusciano's Pizza & Pasta	Strategic Planning/Staff Meeting Lunch (8)	-94.31
01/23/2025	Check	ss01222025	7 Days Market	Board Meeting - Redistricting/Rebranding Meeting #2	-77.39
01/23/2025	Check	AF012320245	Stamps.com	Office - Postage/Stamps - Monthly Service Fee	-19.99
01/25/2025	Check	SS01252025	Jersey Milkes	Strategic Planning - Lunch 1/25/2025	-96.75
01/25/2025	Check	SS012520252	Stater Bros. Markets	Strategic Planning - Ice	-12.91
01/25/2025	Check	SS012520253	Stater Bros. Markets	Strategic Planning - Food/Supplies	-146.97
01/25/2025	Check	SS01252025	Walgreens	Note Pads/Ice - Strategic Planning - 1/25/2025	-17.63
01/27/2025	Check	127536	Department of Fish and Wildlife	Annual Fishing Pond Stocking Fee 2025	-81.89
01/27/2025	Check	127531	Chris Diercks.	Director Fees - January 2025	-600.00
01/27/2025	Check	127532	Jessica Warrick	Payroll Period 12/30/2024 - 1/12/25	-1,760.00
01/27/2025	Check	127533	Jessica Warrick	Payroll Period 1/13/25 - 1/26/2025	-1,760.00
01/27/2025	Bill Payment (Check)	127534	KS State Bank	Extra Loan Payment - Radios/Repeaters	-9,003.82
01/28/2025	Check	127535	Jessica Warrick	Social Media Advertisement - (Oktoberfest & Winterfest)	-189.07
01/28/2025	Bill Payment (Check)	127537	IRC Backflow	Repairs to Water Backflow - Woman's Club	-200.00
01/28/2025	Bill Payment (Check)	127538	Calimesa Chamber of Commerce	Membership Renewal	-80.00
01/28/2025	Bill Payment (Check)	127539	Huntington Bank	Lease Payment - Toro Outcross/Ventrac	-2,582.00
01/29/2025	Bill Payment (Check)	470101292025	Chevron	Monthly Gas/Fuel - Chevy (54,991) F150 (47,220) ; Traverse (79,434), Gas Can/Fuel Tank , F150 Car Wash	-923.39
01/29/2025	Check	af01292024	Amazon.com	Paper, Stamp, Baby Shower Gift	-209.75

# Baumont-Cherry Valley Recreation and Park District Check Warrant - Operating

January 2025

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/29/2025	Bill Payment (Check)	1002829090-091	CalPers	Employee Retirement - 12/16/2024 - 12/29/2024	-5,941.20
01/29/2025	Check	127541	Noah Valdivia	School Tuition Reimbursement - PA Theory & Practice/ PA Research Methods	-508.34
01/29/2025	Check	AF01292025	Quickbooks	E-File 1099NEC/MISC	-177.55
01/29/2025	Check	CCFEEJan2025	Clover(MRCH BNKCD)	Monthly Credit Card % fees	-669.87
01/31/2025	Check	127540	Michael Valdivia	Refundable Security Deposit 12/23/2024 Christmas Eve Family Dinner Grange	-250.00
01/31/2025	Bill Payment (Check)	1002831193	CalPERS-OPEB	Accrued Liability as of June 30, 2022 - Rate Plan: 1357	-8,385.67
01/31/2025	Bill Payment (Check)	1002831195	CalPers	Employee - 457 Plan - PR 1/31/2025	-175.00
01/31/2025	Bill Payment (Check)	310369	SoCalGas	Utilities - Gas - Woman's Club	-347.79
01/31/2025	Bill Payment (Check)	blue01312025	Blue Shield	Employee - Dental Insurance	-540.50
01/31/2025	Bill Payment (Check)	unum1312025	UNUM	Employee - Disability Insurance	-549.40
01/31/2025	Check	NL01312025	Clover	Monthly Equipment Rental	-204.85
01/31/2025	Check	SVCCHRG		Service Charge Positive Pay	-39.00
<b>Total</b>					<b>-\$ 220,690.65</b>

# Beaumont-Cherry Valley Recreation and Park District Check Warrant - Bogart Park

January 2025

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/06/2025	Bill Payment (Check)	5625	Cintas	Weekly Janitorial Supplies	-1,431.92
01/06/2025	Bill Payment (Check)	5626	BCVWD B 3-001	Utilities - Water	-58.33
01/06/2025	Bill Payment (Check)	5627	BCVWD B 3-002	Utilities - Water	-47.13
01/06/2025	Bill Payment (Check)	5628	BCVWD B 3-003	Utilities - Water	-191.59
01/07/2025	Bill Payment (Check)	p257BWC7QK	Frontier (9600 Cherry3887) B	Monthly Wifi Service	-314.67
01/08/2025	Bill Payment (Check)	5665	J & R Landscape Management, LLC.	Weekly Landscape Service - November 2024	-3,167.00
01/15/2025	Bill Payment (Check)	80105916943	Waste Management of the IE	Utilities - Trash	-4,088.49
01/16/2025	Bill Payment (Check)	5666	Beaumont Do it Best	Equestrian Trough Repair	-96.53
01/16/2025	Bill Payment (Check)	5667	J & R Landscape Management, LLC.	Weekly Landscape Service - December 2024	-3,167.00
<b>Total</b>					<b>-\$ 12,562.66</b>



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT**

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

**LEGAL INVOICES**

Best Best & Krieger, LLP

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Invoice #1016881 General Legal Services (December 2024)

\$2,779.66

**Total Invoices for approval - \$2,779.66**



**Staff Report**

Agenda Item No. **4.5**

**To:** Board of Directors  
**From:** Noah Valdivia, Athletic Facilities Manager  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12, 2025  
**Subject:** Approval of 2025 Women's Club FULA

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District (BCVRPD) conducts an annual review and refinement of Facility Use License Agreements (FULA) for independent operators who contribute to our local community. In 1996, BCVRPD entered into a 50-year agreement with the Beaumont Women's Club (BWC), granting them primary access to the Beaumont Women's Club Facility. In return, BCVRPD is responsible for maintaining the facility and ensuring its upkeep. Over the past 25+ years, BCVRPD has consistently met its obligations under the agreement.

The 2025 FULA includes several requests from the BWC, including the removal of specific language on pages 1-3 and the addition of the phrase "Except this agreement does not supersede our 1996 contract" on page 11, Section XXXV.

**Fiscal Impact:**

There is no fiscal impact, as the Beaumont Women's Club does not incur any charges for the use of the Beaumont Women's Club Facility.

**Recommendations:**

Staff recommends that the Board of Directors review and provide feedback on Section XXXV of the proposed agreement. Based on our analysis, staff believes the additional wording proposed by the BWC in Section XXXV is unnecessary. Our legal counsel, Best Best & Krieger, has also reviewed this request and concurs that the inclusion of the additional language is not required.

Regarding the requested changes on pages 1-3, staff is prepared to accommodate the removal of the specified wording as requested by the Beaumont Women's Club.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Noah Valdivia", is written over a horizontal line.

Noah Valdivia  
Athletic Facilities Manager



## Beaumont-Cherry Valley Recreation and Park District

### FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2025 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and BEAUMONT WOMEN’S CLUB. BCVRPD and “BEAUMONT WOMEN’S CLUB, INC.” may be referred to herein generically as the “Party” or collectively as the “Parties”.

#### RECITALS

1. Whereas, BCVRPD owns and operates the BEAUMONT WOMEN’S CLUB COMMUNITY CENTER located at 306 E. 6<sup>TH</sup> STREET BEAUMONT, CA, 92223.
2. Whereas, BEAUMONT WOMEN’S CLUB, INC. desires to utilize BCVRPD facilities between January 1, 2025 and December 31, 2025 for MEETINGS AND EVENTS.
3. Whereas, BEAUMONT WOMEN’S CLUB, INC. represents that it has the skill, ability and personnel to operate such MEETINGS AND EVENTS.

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

#### TERMS

- I. BCVRPD shall authorize BEAUMONT WOMEN’S CLUB, INC. rental of the BEAUMONT WOMEN’S CLUB COMMUNITY CENTER, on the 2<sup>nd</sup> Saturday of every month in addition to March 13<sup>th</sup> of 2025.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time.
  - i. BCVRPD WILL GIVE REASONABLE NOTICE TO THE BEAUMONT WOMEN’S CLUB in the event that the building becomes unavailable.
  - ii. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2025 ARE NOT GUARANTEED.
  - iii. BEAUMONT WOMEN’S CLUB, INC. must get approval for any other usage of BEAUMONT WOMEN’S CLUB COMMUNITY CENTER or any other property of the District for any other reason through the District office. ~~at regular rental prices.~~





## Beaumont-Cherry Valley Recreation and Park District

- iv. BEAUMONT WOMEN'S CLUB, INC. is permitted to host MEETINGS AND EVENTS.
  - v. In the case there are room capacity restrictions, BEAUMONT WOMEN'S CLUB, INC. shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.
- 
- III. This agreement includes access to BEAUMONT WOMEN'S CLUB COMMUNITY CENTER and surrounding parking (Excluding the Historical Society Museum). Specialty equipment needed to operate the BEAUMONT WOMEN'S CLUB COMMUNITY CENTER will not be the responsibility of BCVRPD.
- i. Access to the parking area is by first request of event dates through the Athletic Facilities Manager or General Manager of the District.
- IV. ~~BCVRPD will give notice to BEAUMONT WOMEN'S CLUB, INC. if there is another event taking place at the BEAUMONT WOMEN'S CLUB COMMUNITY CENTER that could interfere with any dates in their agreement.~~
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
- i. BEAUMONT WOMEN'S CLUB, INC. shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. BEAUMONT WOMEN'S CLUB, INC agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. BEAUMONT WOMEN'S CLUB, INC. further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke BEAUMONT WOMEN'S CLUB, INC right to use of the facility under this agreement should BEAUMONT WOMEN'S CLUB, INC. fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that BEAUMONT WOMEN'S CLUB, INC. chooses to store in or around the facility.
- i. BEAUMONT WOMEN'S CLUB, INC. must get prior approval for any stored items on the district property.



## Beaumont-Cherry Valley Recreation and Park District

- ii. BEAUMONT WOMEN'S CLUB, INC. will provide an inventory list of all items stored in BEAUMONT WOMEN'S CLUB COMMUNITY CENTER and the square footage needed to store the items.
  - iii. BEAUMONT WOMEN'S CLUB, INC. will provide a set of keys or combinations to the District to anything stored on the district property.
  - iv. BEAUMONT WOMEN'S CLUB, INC., Board Members, volunteers, or staff shall not adjust the Thermostat to below (70) degree for air conditioning. If the Thermostat is set outside of these settings by BEAUMONT WOMEN'S CLUB INC. Board Members, Members, Staff, or Volunteers; BEAUMONT WOMEN'S CLUB INC. will have to pay for damages for the air conditioner/heater.
- VII. BEAUMONT WOMEN'S CLUB, INC., agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.
- VIII. Fees, payable to BCVRPD for the above, shall be as follows:
  - i. The following fees are good through the dates of this agreement
  - ii. (BCVRPD has waived the fees per the agreement between Beaumont Women's Club, Inc. and BCVRPD dated November 1996.)
  - iii. Payable within (10) days after, the Finance Services Technician has invoiced for the month and emails (alisonriversidewc@gmail.com).
  - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
  - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required in order to restore contract.
- IX. BCVRPD shall during scheduled use perform set-up and take-down of all chairs, tables, and equipment. The BEAUMONT WOMEN'S CLUB shall be responsible for the general cleanliness of the building after use. The building shall be returned in the same condition as it was received.
  - i. Cleanliness of the halls and bathrooms shall be the responsibility of BEAUMONT WOMEN'S CLUB, INC. during and after all facility use.
  - ii. ~~BEAUMONT WOMEN'S CLUB, INC. will remove all trash to the outside trash containers after each use.~~



## Beaumont-Cherry Valley Recreation and Park District

- iii. BEAUMONT WOMEN'S CLUB, INC. shall not permit gatherings beyond that of MEETINGS AND EVENTS before or after building use.
  - iv. BEAUMONT WOMEN'S CLUB, INC. members, volunteers, and/or patrons will be recommended to wear masks, and required for those that are unvaccinated, while participating in MEETINGS AND EVENTS
  - v. BEAUMONT WOMEN'S CLUB, INC. agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of the BEAUMONT WOMEN'S CLUB with CDC approved COVID-19 viral cleaning products.
- 
- X. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of BEAUMONT WOMEN'S CLUB, INC. and must meet all City/County/State legal standards.
  - XI. BCVRPD is routinely doing upgrades to our facilities. During this time BEAUMONT WOMEN'S CLUB, INC. could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
  - XII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
  - XIII. BCVRPD reserves the right to reassign BEAUMONT WOMEN'S CLUB, INC. to another facility if the BEAUMONT WOMEN'S CLUB COMMUNITY CENTER should become unavailable due to an emergency.
  - XIV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. BEAUMONT WOMEN'S CLUB, INC. shall not duplicate any keys. If a key is lost or stolen BEAUMONT WOMEN'S CLUB, INC. shall immediately report the loss to BCVRPD. BEAUMONT WOMEN'S CLUB, INC. will be charged the cost for the re-keying of the building and for manufacture of new keys.
  - XV. BEAUMONT WOMEN'S CLUB, INC. will provide the District a list of anyone that has been issued keys and for what locations.
  - XVI. BEAUMONT WOMEN'S CLUB, INC. shall not make any changes to lock(s) on District property.
  - XVII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
    - i. BEAUMONT WOMEN'S CLUB, INC. will be responsible for any charges incurred by a false alarm to the BEAUMONT WOMEN'S CLUB COMMUNITY CENTER from any BEAUMONT WOMEN'S CLUB, INC. volunteers or Board members entering the building for business.



## Beaumont-Cherry Valley Recreation and Park District

- XVIII. BEAUMONT WOMEN'S CLUB, INC. will provide the District a list of anyone that has been issued the assigned alarm code.
- XIX. BEAUMONT WOMEN'S CLUB, INC. shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XX. BEAUMONT WOMEN'S CLUB, INC. will be responsible for any damage to the facility caused by BEAUMONT WOMEN'S CLUB, INC. members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to BEAUMONT WOMEN'S CLUB, INC.
- XXI. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXII. BEAUMONT WOMEN'S CLUB, INC. members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. BEAUMONT WOMEN'S CLUB, INC. members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representatives in a professional and courteous manner.
- XXIII. BEAUMONT WOMEN'S CLUB, INC., shall maintain its own liability insurance, naming BCVRPD as additional insured.
- XXIV. **INDEMNIFICATION**
- i. The **Beaumont Women's Club** shall indemnify, defend, and hold harmless **BCVRPD**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **Beaumont Women's Club's** use or occupancy of a facility or property controlled by the **BCVRPD**, unless solely caused by the gross negligence or willful misconduct of **BCVRPD**, its officers, employees, or agents.
- XXV. **INSURANCE REQUIREMENTS**
- i. General liability insurance: The **Beaumont Women's Club** shall procure and maintain, for the duration of the period contemplated herein, commercial general liability insurance with coverage with at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has



## Beaumont-Cherry Valley Recreation and Park District

not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

- ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **Beaumont Women’s Club** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days’ notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the **BCVRPD**’s self-insurance pool.
- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **Beaumont Women’s Club** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by the **Beaumont Women’s Club**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

### XXVI. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- i. The **Beaumont Women’s Club** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- ii. The **Beaumont Women’s Club** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. The **Beaumont Women’s Club** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.



## Beaumont-Cherry Valley Recreation and Park District

- iv. **BCVRPD** reserves the right to immediately revoke **Beaumont Women's Club's** right to use of the facility under this agreement should **Beaumont Women's Club** fail to comply with any provision of this section.

### XXVII. **FORCE MAJEURE**

- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **BCVRPD** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **Beaumont Women's Club** waives any right of recovery against **BCVRPD** and the **Beaumont Women's Club** shall not charge results of "acts of God" to **BCVRPD**, its officers, employees, or agents.

XXVIII. A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- i. An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- iii. The insurance provided must be primary and noncontributory and include endorsement.
- iv. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- v. Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- vi. Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the



## Beaumont-Cherry Valley Recreation and Park District

permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**

- i. The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.

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vii. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).

viii. Minimum liability limits are as follows:

- o \$2,000,000 General Aggregate
- o \$1,000,000 Per Occurrence
- o \$1,000,000 Automotive
- o \$1,000,000 Personal & Advertising Injury
- o \$1,000,000 Products Completed-Operations
- o \$1,000,000 Sexual Abuse and Molestation

Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

- ix. **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage is \$2,000,000 per occurrence and \$4,000,000 in general aggregate.**

- x. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

XXIX. The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Beaumont-Cherry Valley Recreation and Park District, Its Directors, Officers, Agents, Volunteers, and Employees  
390 W Oak Valley Pkwy, Beaumont, CA 92223**



## Beaumont-Cherry Valley Recreation and Park District

Cancellation Clause must read as follows: “Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days’ written notice to the certificate holder named to the left.”

No blanket endorsements will be accepted.

XXX.

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XXXI. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:

1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- ii. **Separation of Insured’s; No Special Limitations:** All insurance required by this section shall contain standard separation of insured’s provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- iii. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. BEAUMONT WOMEN’S CLUB, INC. shall guarantee that, at the option of the BCVRPD, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  2. BEAUMONT WOMEN’S CLUB, INC. shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- iv. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best’s rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.





## Beaumont-Cherry Valley Recreation and Park District

- v. **Verification of Coverage:** BEAUMONT WOMEN'S CLUB, INC. shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by the agreement on forms.
  - vi. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - vii. **Reporting of Claims:** BEAUMONT WOMEN'S CLUB, INC. shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by BEAUMONT WOMEN'S CLUB, INC. in connection with this agreement.
- XXXII. BEAUMONT WOMEN'S CLUB, INC. shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the BEAUMONT WOMEN'S CLUB, INC. use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXXIII. BEAUMONT WOMEN'S CLUB, INC. shall defend, with counsel of its choosing and at BEAUMONT WOMEN'S CLUB, INC. own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. BEAUMONT WOMEN'S CLUB, INC. shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. BEAUMONT WOMEN'S CLUB, INC. shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXXIV. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.



## Beaumont-Cherry Valley Recreation and Park District

XXXV. This agreement represents the entire and integrated agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instruments signed by both parties. Except this agreement does not supersede our 1996 contract.

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

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

- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223
- ii. BEAUMONT WOMEN’S CLUB, INC.  
PO Box 352  
Beaumont CA 92223

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

XXXVIII. This agreement is to be effective on January 1, 2025, and end on December 31, 2025. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

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

XLI. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

\_\_\_\_\_  
Mickey Valdivia, General Manager, BCVRPD

\_\_\_\_\_  
Mickie Reed (Beaumont Women’s Club)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



BEAUMONT-CHERRY VALLEY

RECREATION & PARK DISTRICT

## **Staff Report**

Agenda Item No. **4.6**

**To:** Board of Directors  
**From:** Nancy Law, Executive Assistant  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12<sup>th</sup>, 2025  
**Subject:** Approval of Final 22/23 Audit

### **Background and Analysis:**

Government Code Section 200.49 Generally Accepted Accounting Principles (GAAP) specific accounting standards issued by the Government Accounting Standards Board (GASB) the Financial Accounting Standards Board (FASB) these standards requires that the District have and annual audit.

Halliday & Company has performed our annual audits for the District, Halliday & Company auditors performed the annual audit for FY 2022-2023 ending June 30<sup>th</sup>, 2023.

On November 20<sup>th</sup>, 2024 the draft audit for FY 2022-2023 was approved by the Board of Directors. Halliday & Company updated the subsequent event footnote after their discussion with CAPRI and anticipates that the lawsuit will be fully covered by our insurance coverage limits.

On Monday, February 10<sup>th</sup>, 2025 the Final Audit was reviewed by the Finance Committee, Chairman Chris Diercks, and Treasurer John Flores.

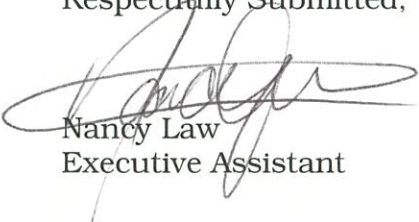
### **Fiscal Impact:**

District approximated the Audit cost of \$32,000 for FY 22/23.

### **Recommendations:**

Staff recommends that the Board review, comment and approve the final Audit for Fiscal Year 2022-2023 ending June 30, 2023.

Respectfully Submitted,

  
Nancy Law  
Executive Assistant



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# BEAUMONT - CHERRY VALLEY

## RECREATION AND PARK DISTRICT

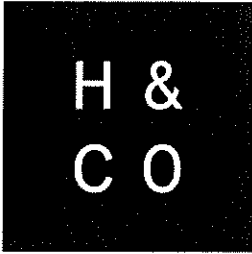
*Creating Opportunities for a Healthy Community*

**FINANCIAL REPORT**  
**JUNE 30, 2023**

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT  
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## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Beaumont–Cherry Valley Recreation and Park District  
Beaumont, California

### Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Beaumont–Cherry Valley Recreation and Park District (the Entity) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Entity as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the State Controller's minimum audit requirements for California Special Districts. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Beaumont–Cherry Valley Recreation and Park District, and to meet our ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

**H A L L I D A Y  
& C O M P A N Y**

**Auditor’s Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or other override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess risk of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the pension and other postemployment benefits plans (OPEB) information on pages 40 through 43 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Required Supplementary Information (Continued)**

Management has omitted the management’s discussion and analysis (MD&A) that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

**Other information**

Management is responsible for the other information included in the annual report. The other information comprises the schedule of officers, directors, and senior management and insurance coverage on page 44, but does not include the basic financial statements and our auditor’s report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



January 16, 2025



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**STATEMENT OF NET POSITION**  
**June 30, 2023**

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**Governmental**  
**Activities**

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**ASSETS AND DEFERRED OUTFLOWS OF RESOURCES**

**Assets**

Cash and cash equivalents	\$	1,435,565
Accounts receivable:		
Program service fees		80,343
Property taxes		117,466
Restricted investments		40,000
Capital assets nondepreciable		9,406,846
Capital assets depreciable, net		4,967,952
Net OPEB asset		<u>161,091</u>

**Total assets** 16,209,263

**Deferred outflows of resources**

Pension related		472,277
OPEB related		<u>49,278</u>

**Total deferred outflows of resources** 521,555

**Total assets and deferred outflows of resources** \$ 16,730,818

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT****STATEMENT OF NET POSITION**

June 30, 2023

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	<u>Governmental Activities</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION</b>	
<b>Liabilities</b>	
Accounts payable to vendors	\$ 254,177
Accrued payroll	57,992
Accrued interest	7,285
Program service fee deposits	65,285
Grant reserve	296,696
Long-term liabilities	
Due within one year	163,036
Due in more than one year	
Leases	106,271
Revenue bond	167,009
Net pension liability	<u>935,216</u>
<b>Total liabilities</b>	<u>2,052,967</u>
<b>Deferred inflows of resources</b>	
Pension related	26,542
OPEB related	240,394
Lease assignment	<u>259,721</u>
<b>Total deferred inflows of resources</b>	<u>526,657</u>
<b>Net position</b>	
Net investment in capital assets	14,227,874
Restricted for pension obligations	40,000
Deficit	<u>(116,680)</u>
<b>Total net position</b>	<u>14,151,194</u>
<b>Total liabilities, deferred inflows of resources, and net position</b>	<u>\$ 16,730,818</u>

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**STATEMENT OF ACTIVITIES**  
Year Ended June 30, 2023

Functions/Programs	Program Revenues			Net (Expenses) Revenue	
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
<b>Governmental Activities</b>					
Recreation	\$ 3,344,385	\$ 566,339	-	-	\$ (2,778,046)
Foundation	160,922	121,585	15,000	5,623	(18,714)
<b>Total</b>	<b>\$ 3,505,307</b>	<b>\$ 687,924</b>	<b>\$ 15,000</b>	<b>\$ 5,623</b>	<b>(2,796,760)</b>
<b>General revenues:</b>					
Property taxes					2,946,864
Intergovernmental revenues					430,536
Interest income					13,827
Other					20,735
<b>Total general revenues</b>					<b>3,411,962</b>
<b>Change in net position</b>					<b>615,202</b>
<b>Net position, beginning of year</b>					<b>13,535,992</b>
<b>Net position, end of year</b>					<b>\$ 14,151,194</b>

See notes to financial statements.

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

**BALANCE SHEET - GOVERNMENTAL FUND**

**June 30, 2023**

	<u>General Fund</u>	<u>Foundation Fund</u>	<u>Totals</u>
<b>Assets</b>			
Cash and cash equivalents	\$ 1,359,671	\$ 75,894	\$ 1,435,565
Restricted investments	40,000	-	40,000
Accounts receivable:			
Program service fees	80,343	-	80,343
Property taxes	117,466	-	117,466
Due from other funds	<u>-</u>	<u>191,170</u>	<u>191,170</u>
<b>Total assets</b>	<b><u>\$ 1,597,480</u></b>	<b><u>\$ 267,064</u></b>	<b><u>\$ 1,864,544</u></b>
<b>Liabilities</b>			
Accounts payable to vendors	241,161	13,016	254,177
Accrued payroll	57,992	-	57,992
Program service fee deposits	55,285	10,000	65,285
Grant reserve	296,696	-	296,696
Due to other funds	<u>191,170</u>	<u>-</u>	<u>191,170</u>
<b>Total liabilities</b>	<b><u>842,304</u></b>	<b><u>23,016</u></b>	<b><u>865,320</u></b>
<b>Fund balances</b>			
Restricted for pension obligations	40,000	-	40,000
Unassigned	<u>715,176</u>	<u>244,048</u>	<u>959,224</u>
<b>Total liabilities and fund balance</b>	<b><u>\$ 1,597,480</u></b>	<b><u>\$ 267,064</u></b>	<b><u>\$ 1,864,544</u></b>

See notes to financial statements.

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

**BALANCE SHEET - GOVERNMENTAL FUND**

**June 30, 2023**

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<b>Total fund balances - governmental fund</b>	<b>\$ 999,224</b>
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets, net of accumulated depreciation, used in governmental activities are not current financial resources and, therefore, are not reported in the fund.	14,374,798
Net OPEB assets in the statement of net position that do not provide current financial resources are not reported as assets in the funds.	161,091
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the fund.	(1,378,817)
Deferred inflows related to the lease assignment are not reported in the fund.	(259,721)
Deferred inflows and outflows related to the pension are not reported in the fund.	445,735
Deferred inflows and outflows related to OPEB are not reported in the fund.	<u>(191,116)</u>
<b>Net position of governmental activities</b>	<b><u>\$ 14,151,194</u></b>

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS**  
Year Ended June 30, 2023

	<u>General Fund</u>	<u>Foundation Fund</u>	<u>Totals</u>
<b>Revenues</b>			
Program service fees	\$ 566,339	\$ 121,585	\$ 687,924
Property taxes	2,974,747	-	2,974,747
Intergovernmental revenues	430,536	-	430,536
Interest income	13,827	-	13,827
Grant & donation income	<u>8,065</u>	<u>20,623</u>	<u>28,688</u>
<b>Total revenues</b>	<u>3,993,514</u>	<u>142,208</u>	<u>4,135,722</u>
<b>Expenditures</b>			
Salaries and benefits	1,642,051	-	1,642,051
Service and supplies	1,540,505	160,922	1,701,427
Capital outlay	<u>1,451,787</u>	<u>(490,000)</u>	<u>961,787</u>
<b>Total expenditures</b>	<u>4,634,343</u>	<u>(329,078)</u>	<u>4,305,265</u>
<b>Revenues over expenditures</b>	<u>(640,829)</u>	<u>471,286</u>	<u>(169,543)</u>
<b>Other Financing Sources (Uses)</b>			
Interfund transfer in	495,000	-	495,000
Interfund transfer out	-	(495,000)	(495,000)
Repayment of long-term debt	<u>(77,642)</u>	<u>-</u>	<u>(77,642)</u>
	<u>417,358</u>	<u>(495,000)</u>	<u>(77,642)</u>
<b>Net change in fund balances</b>	(223,471)	(23,714)	(247,185)
<b>Fund balances, beginning of year</b>	<u>978,647</u>	<u>267,762</u>	<u>1,246,409</u>
<b>Fund balances, end of year</b>	<u><u>\$ 755,176</u></u>	<u><u>\$ 244,048</u></u>	<u><u>\$ 999,224</u></u>

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS**  
**Year Ended June 30, 2023**

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<b>Net change in fund balance - governmental fund</b>	<b>\$ (247,185)</b>
Amounts reported for governmental activities in the statement of activities are different because:	
Revenues recorded in the statement of activities that are not considered current financial resources in the current year governmental fund statements.	(15,213)
Changes in long-term liabilities and deferred outflows and inflows	201,082
Capital outlays are reported as expenditures in the governmental fund statements; however, in the statement of activities, capital outlay is not an expense, rather it is an increase in capital assets.	961,787
Depreciation expense allocates the costs of capital assets over their useful lives. It is not reported as an expenditure in the governmental statements.	<u>(285,269)</u>
<b>Change in net position of governmental activities</b>	<b><u>\$ 615,202</u></b>

See notes to financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 1 – REPORTING ENTITY**

The Beaumont-Cherry Valley Recreation and Park District (the Entity) was established in June 1972 under the authority of the Government Code, Section 58132. The Entity operates under a board of directors to provide, manage, and maintain recreation and park facilities and activities for the Beaumont-Cherry Valley area of Riverside County, California, as a separate governmental entity. The Entity receives a majority of its income from the County of Riverside through property taxes. The Board of Directors has the power to determine fiscal, personnel, and administrative policy subject only to state law.

The Entity, for financial reporting purposes, includes all of the funds relevant to the operations of the Entity and is not included as a component unit in any other primary government's financial statements. In determining the entities which comprise the governmental entity for financial reporting purposes, the criteria of oversight responsibility over such entities, special financial relationships, and scope of public service provided by the entities are used. Oversight responsibility is determined by the extent of financial interdependence, control over the selection of the governing authority and management, ability to significantly influence operations, and accountability for fiscal matters.

The Entity and the Beaumont-Cherry Valley Recreation and Park Improvement Corporation (the Corporation) have a financial and operational relationship which meets the reporting entity definition criteria of the Government Accounting Standards Board (GASB) Statement No. 14 (GASB 14), *The Financial Reporting Entity*, as amended by GASB Statement No. 39 (GASB 39), *Determining Whether Certain Organizations are Component Units*, for inclusion of the Corporation as a component unit of the Entity. Accordingly, the financial activities of the Corporation are included in the financial statements of the Entity.

The following are those aspects of the relationship between the Entity and the Corporation which satisfy the GASB 39 criteria:

- A. The Corporation and the Entity share substantially the same board of directors and management.
- B. The Entity is able to impose its will upon the Corporation.

The Corporation is a nonprofit, public benefit corporation incorporated under the laws of the State of California and recorded by the Secretary of State on April 22, 1992. The Corporation was formed primarily to strengthen the resources of the Entity, improve the general public's knowledge concerning programs sponsored by the Entity, and distribute funds or property received by the Corporation to the Entity for the use and benefit of the Entity.



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

The Entity's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). GASB is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established in GAAP and used by the Entity are discussed below.

Basic Financial Statements - Government-Wide Statements

The Entity's basic financial statements include both government-wide (reporting the Entity as a whole) and fund financial statements (reporting on the Entity's funds). Both the government-wide and fund financial statements categorize primary activities as governmental. The Entity's recreational program activities, development and maintenance of the Entity's various parks and facilities, and general administration are all classified as governmental activities.

In the government-wide statement of net position, the governmental activities are reported on a full accrual economic resource basis, which recognizes all long-term assets, deferred outflows of resources and receivables as well as long-term debt, deferred inflows of resources and obligations. The Entity's net position is reported in three parts: net investment in capital assets, restricted for pension obligations, and unrestricted net position.

The government-wide statement of activities reports both the gross and net cost of each of the Entity's functions (recreation and foundation). The functions are also supported by general government revenues (property taxes, intergovernmental revenue, interest income, etc.). The statement of activities reduces gross expenses (including depreciation) by related program revenues, operating grants and contributions, which include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function) are normally covered by general revenue (property taxes, intergovernmental revenue, interest income, etc.).

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

The government-wide focus is more on the sustainability of the Entity as an entity and the change in the Entity's net position resulting from the current year's activities.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

---

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Basic Financial Statements – Fund Financial Statements

The financial transactions of the Entity are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures/expenses.

The emphasis in fund financial statements is on the major funds in the governmental activities category. GASB No. 34 set forth minimum criteria (percentage of the assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues or expenditures/expenses of either fund category or all governmental and enterprise funds combined) for the determination of major funds. The Entity only has two funds which are both considered major funds.

*Governmental Funds:*

The focus of the governmental fund's measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The Entity reports two major governmental funds:

The general fund is the Entity's operating fund used to account for and report all financial resources for the recreation activity. The activity reported in this fund is reported as governmental activity in the government-wide financial statements.

The foundation fund is a special revenue fund used to account for the proceeds of specific revenue sources that are restricted to expenditures for specific purposes. The foundation fund's primary source of revenue is provided by fundraising events and donations. The foundation funds resources are intended to be used for park improvement projects.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

On the government-wide statement of net position and the statement of activities, governmental activities are presented using the economic resources measurement focus as defined below. In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

---

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Measurement Focus and Basis of Accounting (Continued)

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets, deferred outflows of resources, liabilities, and deferred inflows of resources are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

The accounting objectives of the “economic resources” measurement focus are the determination of operating income, changes in net position (or cost of recovery), financial position, and cash flows. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) associated with their activities are reported.

In the government-wide statement of net position and statement of activities, governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability, deferred inflow of resources is incurred or economic asset used. Revenues, expenses, gains, losses, assets, deferred outflows of resources, liabilities, and deferred inflows of resources resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year end. The Entity recognizes property taxes when they become both measurable and available. A sixty-day available period is used for revenue recognition for all other governmental funds revenues. Expenditures are recorded when the related fund liability is incurred, as under accrual accounting, except expenditures related to debt service, compensated absences, claims and judgments, pensions, and other postemployment benefits, which are recognized when due. General capital asset acquisitions are reported as capital outlay expenditures in governmental funds.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are program service fees, property taxes, intergovernmental revenues, interest income, and grant income. All other revenue items are considered to be measurable and available only when cash is received by the government.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Cash and Cash Equivalents

For purposes of the statement of net position, the Entity considers cash and all highly liquid investments purchased with a maturity of three months or less to be cash equivalents. The Entity is a voluntary participant in the Riverside County Treasurer's Pooled Investment Fund (RCTPIF). Due to the high liquidity of this investment, the funds are classified as cash equivalents. The RCTPIF pools these funds with those of other entities and invests the cash as prescribed by the California Government Code. The fair value of the Entity's position in the pool approximates the fair value of the Entity's pro-rata share of the entire RCTPIF portfolio. The balance available for withdrawal is based on the accounting records maintained by RCTPIF, which are recorded on an amortized cost basis. There are no limitations on the withdrawal of these funds. For credit risk purposes, the fund is rated AA Af/S1.

Restricted Investments

Certain investments of the Entity are classified as restricted because they have been placed in the California Employer's Pension Prefunding Trust Fund (CEPPT). The CEPPT is an Internal Revenue Code Section 115 trust dedicated to prefunding employer contributions to defined benefit pension systems for eligible California public agencies. Assets held in CEPPT are restricted for use as pension contributions. As of June 30, 2023, the Entity reported investments held by the CEPPT in the amount of \$40,000.

Accounts Receivable

The Entity believes all accounts receivable are fully collectible and therefore no allowance for doubtful accounts is provided.

Interfund Receivables, Payables, and Activity

Interfund activity is reported as loans, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

Capital Assets

Capital assets acquired and/or constructed with an original cost of \$5,000 or more and an estimated useful life greater than one year, are recorded at historical cost. Donated capital assets are recorded at estimated acquisition value at the date of donation. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance that do not add to the value of the capital assets or materially extend the lives of capital assets are not capitalized. Upon retirement or other disposition of capital assets, the costs and related accumulated depreciation are removed from the respective balances and any gains or losses are recognized.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Capital Assets (Continued)

The cost of capital assets being constructed by the Entity are accumulated in capital assets non-depreciable within the government-wide financial statements during the construction period. Upon completion of construction and being placed into service, depreciation of the resulting asset is commenced.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Type of Asset</u>	<u>Life in Years</u>
Buildings and infrastructure	25 – 40
Buildings and land improvements	15 – 20
Maintenance equipment and vehicles	5 – 15

The depreciation expense on assets acquired under financed purchases is included with depreciation expense on owned assets.

Capital assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amounts of the assets in question may not be recoverable. Impairment would be recorded in circumstances where undiscounted cash flows expected to be generated by an asset are less than the carrying value of the asset. As of June 30, 2023, no impairment was recognized as management expects to fully utilize the Entity's capital assets.

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents an increase/decrease of net position that applies to a future period and therefore will not be recognized as an outflow of resources (expense/expenditure)/inflow of resources (revenue) until that time.

Pension Accounting

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Entity's California Public Employee's Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB asset/liability, deferred outflows of resources and deferred inflows of resources, and OPEB expense, information about the fiduciary net position of the Entity's OPEB plan (the OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as reported by the OPEB Plan's administrator, CalPERS. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

Compensated Absences

Compensated absences are absences for which employees will be paid, such as vacation and sick leave and accrued compensatory time. Employees are entitled to accumulate this time in accordance with the Entity's policies. Upon termination of employment for any reason, the Entity shall compensate the employee for their accumulated vacation and compensatory time at the employee's rate of pay at the time of termination. Sick time is not eligible for payout at termination per the Entity's policies.

A liability for compensated absences that is attributable to services already rendered and not contingent on a specific event outside the control of the government and its employees is accrued in the government-wide financial statements as employees earn the rights to the benefits. Compensated absences that relate to future services or that are contingent on a specific event that is outside the control of the government and its employees are accounted for in the period in which such services are rendered or such events take place.

Property Taxes

The County of Riverside Assessor's Office assesses all real and personal property within the County each year. The County of Riverside Tax Collector's Office bills and collects the Entity's share of property taxes and assessments. The County of Riverside Treasurer's Office remits current and delinquent property tax collections to the Entity throughout the year. Property tax in California is levied in accordance with Article 13A of the State Constitution at 1.0 percent of countywide assessed valuations.

Property taxes receivable at year-end are related to property taxes collected by the County of Riverside, which have not been credited to the Entity's cash balance as of June 30. The property tax calendar is as follows:

Lien date:	January 1
Levy date:	On July 1 for July 1 to June 30
Due date:	November 1 – 1st installment February 1 – 2nd installment
Collection date:	December 10 – 1st installment April 10 – 2nd installment

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Net Position

The government-wide statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, or unrestricted. As of June 30, 2023, the Entity's net position presentation is categorized as shown below.

*Net investment in capital assets* – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt (if any) that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.

*Restricted net position* - This category represents net position that is subject to constraints either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments imposed by law through constitutional provisions or enabling legislation.

*Unrestricted net position* – This category represents the portion of net position that does not meet the definition of net investment in capital assets or restricted net position.

The Entity may fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the statement of net position, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Entity's policy to consider restricted net position to have been depleted before unrestricted net position.

Fund Balance

In fund financial statements, the government fund balance may be categorized as nonspendable, restricted, committed, assigned, and unassigned. As of June 30, 2023, the Entity's governmental fund balance was comprised of restricted and unassigned amounts.

Fund balances in governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the Entity is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The Entity may fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance).

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Fund Balance (Continued)

In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Entity's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

*Nonspendable Fund Balance* - Amounts that cannot be spent either because they are in nonspendable form or are required to be maintained intact.

*Restricted Fund Balance* - Amounts that are constrained to specific purposes by state or federal laws, or externally imposed conditions by grantors or creditors.

*Committed Fund Balance* - Amounts that may be specified by the Board of Directors by ordinance or resolution to formally commit part of the fund balance or future revenues for a specific purpose(s) or program. To change or repeal any such commitment will require an additional formal Board of Director's action utilizing the same type of action that was originally used.

*Assigned Fund Balance* - Amounts that are constrained by the Board's intent to use specified financial resources for specific purposes, but are neither restricted nor committed. The Entity's fund balance policy delegates the authority to assign amounts to be used for specific purposes to the General Manager.

*Unassigned Fund Balance* - These are either residual positive net resources in excess of what can properly be classified in one of the other four categories, or negative balances.

Budgetary Policies

The Entity adopts an annual nonappropriated budget for planning, control, and evaluation purposes for the general fund. A legal budget is neither required nor adopted. Therefore, these financial statements do not include budget and actual comparisons.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and disclosures made in the accompanying notes to the financial statements. While management believes these estimates are adequate, actual results could differ from those estimates.



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)**

New Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued the below statements which may affect the Entity's financial reporting requirements in the future. The Entity is currently evaluating its accounting practices to determine the potential impact that these statements will have on the Entity's the financial statements.

In June 2022, GASB issued Statement No. 100, *Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62*. The objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide a more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections, the required disclosures in the notes to the financial statements, and how information that is affected by a change in accounting principle or error correction should be presented in the required supplementary information and supplementary information. The requirements of this Statement are effective for fiscal years beginning after June 15, 2023. The Entity does not anticipate that this statement will have a material impact on the financial statements.

In June 2022, GASB issued Statement No. 101, *Compensated Absences*. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023. The Entity does not anticipate that this statement will have a material impact on the financial statements.

In December 2023, GASB issued Statement No. 102, *Certain Risk Disclosures*. The objective of this Statement is to provide essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. The requirements of this Statement will improve financial reporting by providing users of financial statements with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. The requirements of this Statement are effective for fiscal years beginning after June 15, 2024. The Entity is currently evaluating the impact of this statement but does not anticipate that this statement will have a material impact on the financial statements.

In February 2024, GASB issued Statement No. 103, *Financial Reporting Model Improvements*. The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement requires that the information presented in the MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. This Statement also requires governments to present budgetary comparison information using a single method of communication. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025.

The Entity has determined that there have been no recently adopted or other issued accounting pronouncements that had, or potentially will have, a material impact on its financial statements.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 3 – CASH AND CASH EQUIVALENTS**

For purposes of the following discussion, cash and cash equivalents have been classified as follows as of June 30, 2023:

Petty cash	\$	500
Deposits in financial institutions		712,960
Riverside County Treasurer’s Pooled Investment Fund		722,105
	\$	1,435,565

Investments Authorized by the Entity’s Investment Policy

The Entity’s investment policy authorizes investment in the RCTPIF. The Entity’s investment policy does not contain specific provisions intended to limit the Entity’s exposure to interest rate risk, credit risk, and concentration of credit risk.

Credit Risk and Custodial Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The RCTPIF is rated AA AF/S1. Investments in the RCTPIF are highly liquid assets and are secured by the full faith and credit of Riverside County.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

The California Government Code and the Entity’s investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: the California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure Entity deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits.

As of June 30, 2023, \$462,960 of the Entity’s total bank balance was not insured by the Federal Deposit Insurance Corporation (FDIC); however, this amount was collateralized as described above by securities held by the bank in a public funds collateral pool, not specifically in the Entity’s name.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 4 – CAPITAL ASSETS AND LEASES**

Capital assets activity for the year ended June 30, 2023, was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets nondepreciable:				
Land	\$ 8,752,950	\$ -	\$ -	\$ 8,752,950
Construction in progress	388,630	624,740	(359,474)	653,896
<b>Total capital assets nondepreciable</b>	<b>9,141,580</b>	<b>624,740</b>	<b>(359,474)</b>	<b>9,406,846</b>
Capital assets depreciable:				
Buildings and infrastructure	3,048,685	67,455	-	3,116,140
Building and land improvements	2,614,190	614,298	-	3,228,488
Maintenance equipment and vehicles	452,722	152,548	(23,560)	581,710
<b>Total capital assets depreciable</b>	<b>6,115,597</b>	<b>834,301</b>	<b>(23,560)</b>	<b>6,926,338</b>
Less accumulated depreciation:				
Buildings and infrastructure	(877,192)	(89,778)	-	(966,970)
Building and land improvements	(587,924)	(151,268)	-	(739,192)
Maintenance equipment and vehicles	(221,006)	(44,222)	13,004	(252,224)
<b>Total accumulated depreciation</b>	<b>(1,686,122)</b>	<b>(285,268)</b>	<b>13,004</b>	<b>(1,958,386)</b>
<b>Total capital assets depreciable, net</b>	<b>4,429,475</b>	<b>549,033</b>	<b>(10,556)</b>	<b>4,967,952</b>
<b>Total capital assets, net</b>	<b>\$ 13,571,055</b>	<b>\$ 1,173,773</b>	<b>\$ (370,030)</b>	<b>\$ 14,374,798</b>

All depreciation expense was charged to recreation activities as the foundation fund does not have any depreciable capital assets.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 4 – CAPITAL ASSETS AND LEASES (Continued)**

The Entity has entered into various lease agreements for the acquisition of vehicles and equipment. At the end of the lease terms, ownership of the lease assets will pass to the Entity for no additional consideration. The lease assets and the related liabilities under the lease agreements were recorded at the present value of the future payments due under the agreements. Lease assets are being depreciated over their estimated useful lives and as of June 30, 2023, accumulated depreciation on lease assets was \$16,359. All lease assets are included in the maintenance equipment and vehicles category of the above governmental activities capital asset schedule. Lease agreements as of June 30, 2023, were as follows:

Description	Date	Payment Terms	Payment Amount	Interest Rate	Total Liability	Ending Balance
Maintenance vehicle	01/20/20	5 years	\$ 9,158	5.90%	\$ 39,475	\$ 11,502
Maintenance equipment	04/28/23	4 years	18,204	5.79%	64,860	61,228
Maintenance equipment	04/28/23	4 years	12,780	5.79%	45,534	42,987
Communications equipment	05/08/23	5 years	9,004	5.99%	37,938	31,207
<b>Total lease agreements</b>					<b>\$ 146,924</b>	

The following is a schedule of the future minimum payments under the lease agreements as of June 30, 2023:

Year ending June 30,	Principal	Interest	Total
2024	\$ 40,653	\$ 8,493	\$ 49,146
2025	38,314	5,280	43,594
2026	36,775	3,213	39,988
2027	31,182	1,060	32,242
<b>Total</b>	<b>\$ 146,924</b>	<b>\$ 18,046</b>	<b>\$ 164,970</b>

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 5 – LONG-TERM LIABILITIES AND GRANT RESERVE**

Long-term liabilities activity for the year ended June 30, 2023, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Compensated absences	\$ 23,558	\$ 87,000	\$ (68,107)	\$ 42,451	\$ 42,451
Leases	19,699	148,332	(21,107)	146,924	40,653
Revenue bond	324,583	-	(77,642)	246,941	79,932
Net pension liability	452,403	482,813	-	935,216	-
<b>Total long-term liabilities</b>	<b>\$ 820,243</b>	<b>\$ 718,145</b>	<b>\$ (166,856)</b>	<b>\$ 1,371,532</b>	<b>\$ 163,036</b>

The following is a schedule of the future minimum payments under the leases and revenue bond as of June 30, 2023:

Year Ending June 30,	
2024	\$ 120,585
2025	120,604
2026	121,493
2027	31,183
<b>Total</b>	<b>\$ 393,865</b>

In November 2020 the Entity issued \$400,000 in revenue bonds with an interest rate of 2.95%, where the Entity has pledged all revenues and all amounts on deposit in the General Fund to service the debt for the construction of capital improvement projects. The revenue bond is to be fully paid within 5 years from the date of issuance.

On January 10, 2022, the Entity received \$310,206 of funds under the COVID-19 Fiscal Relief for Special Districts program. The COVID-19 Fiscal Relief for Special Districts program was established as part of the California Budget Act of 2021, to provide fiscal relief to independent special districts for revenue losses and unanticipated costs incurred due to the COVID-19 public health emergency. The funds were reserved for districts that have not received other forms of COVID-19 fiscal relief directly from the state or federal government. On August 24, 2023, the Entity received notification from the California Department of Finance, Office of State Audits and Evaluations, that a portion of the funds received by the Entity may be subject to claw back due to over-reporting of unanticipated costs. As a result, the funds that may potentially be paid back to the state have been reserved and are reflected in the Grant reserve line item. The Entity is currently awaiting further communication from the State regarding if any grant funds will be required to be returned. The State has not provided any estimated timetable within which the Entity can expect further communication or guidance on this matter.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 6 – PENSION PLAN**

General Information About the Pension Plan

*Plan Description*

All qualified Entity employees are required to participate in the Entity's Miscellaneous Plan (the Plan), a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS, unless they specifically opt out. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. A menu of benefit provisions as well as other requirements are established by State statutes within the Public Employee's Retirement Law. The Entity selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through Board approval. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, membership, and financial information that can be found on the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov).

*Benefits Provided*

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are based on year of credited service, with one year of credited service being equal to one year of full-time employment. All members are eligible for standard non-industrial disability benefits after five years of service. The Entity has chosen the Optional Settlement 2W Death Benefit.

*Contribution Description*

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance any unfunded accrued costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Entity is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The Entity's total employer contributions were \$164,384 for the year ended June 30, 2023.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 6 – PENSION PLAN (Continued)**

General Information About the Pension Plan (Continued)

*Contribution Description (Continued)*

Active plan members who were hired before January 1, 2013, are referred to as “Classic” employees. Beginning January 1, 2013, the Entity established two classes of employees, as dictated by the newly enacted Public Employees Pension Reform Act (PEPRA).

The plan’s provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Miscellaneous	
	Hire date prior to January 2013	Hire date in or after January 2013*
Benefit formula	2.7% at 55	2.0% at 62
Benefit vesting schedule	5 years	5 years
Benefit payments	Monthly for life	Monthly for life
Final average compensation period	12 months	36 months
Sick leave credit	Yes	Yes
Retirement age	50 – 55 & up	52 -67 & up
Monthly benefits as a percent of eligible compensation	2.0% - 2.7%	1.0% - 2.5%
Cost of living adjustment	2.0%	2.0%
Required employee contribution rates	8.00%	6.75%
Required employer contribution rates	15.95% + \$6,099/month	7.68%

\* For employees that were hired on or after January 1, 2013, were already members of CalPERS prior to January 1, 2013, and had less than a six month break in service, the benefit formula is 2.0% at 55, the required employee contribution rate was 7.00%, and the required employer contribution rate was 11.84%. All other plan provisions and benefits are the same as those for other employees hired on or after January 1, 2013.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 6 – PENSION PLAN (Continued)**

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

*Methods and Assumptions*

The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. For the measurement period ending June 30, 2022 (the measurement date), the total pension liability was determined by rolling forward the total pension liability determined in the June 30, 2021, actuarial accounting valuation. The June 30, 2022, total pension liability was based on the following actuarial methods and assumptions:

Actuarial cost method	Entry age normal in accordance with the requirements of GASB Statement No. 68
Actuarial assumptions:	
Discount rate	6.90%
Inflation	2.30%
Salary increases	Varies by entry age and service
Mortality rate table*	Derived using CalPERS' membership data for all funds
Post-retirement benefit increase	Contract COLA up to 2.30% percent until purchasing power protection allowance floor on purchasing power applies.

\* The mortality table used was developed based on CalPERS' specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website.

*Long-term Expected Rate of Return*

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 6 – PENSION PLAN (Continued)**

Actuarial Methods and Assumptions Used to Determine Total Pension Liability (Continued)

*Long-term Expected Rate of Return (Continued)*

The table below reflects long-term expected real rate of return by asset class.

Asset Class	Asset Allocation	Real Return Years 1-10*
Global equity – cap-weighted	30%	4.45%
Global equity – non-cap-weighted	12%	3.84%
Private equity	13%	7.28%
Treasury	5%	0.27%
Mortgage-backed securities	5%	0.50%
Investment grade corporates	10%	1.56%
High yield	5%	2.27%
Emerging market debt	5%	2.48%
Private debt	5%	3.57%
Real assets	15%	3.21%
Leverage	(5)%	(0.59)%
Total	100%	

\* An expected inflation of 2.30% used for this period. Figures are based on the 2021-22 Asset Liability Management study.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 6 – PENSION PLAN (Continued)**

Actuarial Methods and Assumptions Used to Determine Total Pension Liability (Continued)

*Discount Rate*

The discount rate used to measure the total pension liability for Public Employees’ Retirement Fund (PERF) C was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in the Net Pension Liability

*Sensitivity of the Net Pension Liability to Changes in the Discount Rate*

The following presents the net pension liability of the Plan as of June 30, 2022, measurement date, calculated using the discount rate in effect at year-end. The table shows what the net pension liability would be if it were calculated using a discount rate that is 1.0 percentage-point lower or 1.0 percentage-point higher than the current rate:

	5.90%	6.90%	7.90%
Net pension liability	\$ 1,417,970	\$ 935,216	\$ 538,029

*Pension Plan Fiduciary Net Position*

Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalPERS financial report.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 6 – PENSION PLAN (Continued)**

Changes in the Net Pension Liability (Continued)

*Amortization of Deferred Outflows and Deferred Inflows of Resources*

Under GASB 68, actuarial gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Difference between projected and actual earnings on pension plan investments	5 year straight-line amortization
All other amounts	3.7 year straight-line amortization

Pension Related Liabilities, Expense, and Deferred Outflows/Deferred Inflows of Resources

The Entity's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2022, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021, rolled forward to June 30, 2022, using standard update procedures. The Entity's proportion of the net pension liability was based on a projection of the Entity's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The Entity's proportionate share of the net pension liability as of June 30, 2022, measurement date was 0.01999%. This represents a decrease in the percentage of 0.00384 since the prior measurement date.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 6 – PENSION PLAN (Continued)**

Pension Related Liabilities, Expense, and Deferred Outflows/Deferred Inflows of Resources (Continued)

For the year ended June 30, 2023, the Entity recognized pension expense of \$33,592. At June 30, 2023, the Entity deferred outflows and inflows of resources related to pensions as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
<b>Governmental activities:</b>		
Pension contributions subsequent to measurement date	\$ 164,384	\$ -
Difference between expected and actual experience	18,781	12,579
Changes of assumptions	95,832	
Difference between employer’s contributions and proportionate share of contributions	18,144	-
Net difference between projected and actual investment earnings	171,307	-
Change in employer’s proportion	<u>3,829</u>	<u>13,963</u>
<b>Total</b>	<u>\$ 472,277</u>	<u>\$ 26,542</u>

The amounts above are net of outflows and inflows recognized in the pension expense for the year ended June 30, 2023. The \$164,384 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2024.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

<u>Year Ending June 30,</u>	
2024	\$ 79,057
2025	63,584
2026	33,934
2027	<u>104,777</u>
<b>Total</b>	<u>\$ 281,351</u>

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)**

General Information About the OPEB Plan

*Plan Description*

The Entity has established a Retiree Healthcare Plan and participates in the California Employer’s Retiree Benefit Trust (CERBT), an agent multiple-employer defined benefit postemployment healthcare plan administered by CalPERS. The CERBT is an Internal Revenue Code Section 115 trust and an investment vehicle that can be used by all California public employers to prefund future retiree healthcare and other postemployment benefits costs.

*Benefits Provided*

The OPEB Plan provides postemployment healthcare benefits through a third-party insurer to employees who retire from the Entity on or after age 50 and have at least 10 years of service. The Entity pays a portion of the retiree’s health premiums for eligible retirees range from 50% at 10 years of service up to 100% at 25 years of service. The Entity’s board of directors has the authority to establish and amend the benefit terms.

*Employees Covered*

As of the June 30, 2022, actuarial valuation, the following current and former employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	1	
Active employees	15	15
Total		16

*Contributions*

The Entity’s board of directors establishes and amends the contribution requirements for the OPEB Plan. The Entity pays a portion of retiree benefit expenses on a pay-as-you-go basis to third parties, outside of CERBT, and makes additional contributions to CERBT to prefund benefits as determined by the Entity’s board of directors annually. For the year ended June 30, 2023, the Entity contributed \$3,394 to the OPEB Plan, of which \$3,394 was used for current retiree healthcare premiums and \$0 was used to prefund benefits.

Net OPEB Liability

The Entity’s net OPEB liability (asset) was measured as of June 30, 2022, and the total OPEB liability used to calculate the net OPEB liability (asset) was determined by an actuarial valuation as June 30, 2021.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

Net OPEB Liability (Continued)

*Actuarial Assumptions*

The total OPEB liability in the June 30, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial cost method	Entry age normal
Inflation	2.50%
Salary increases	2.75% per year
Investment rate of return	6.75% net of expenses
Healthcare cost trend rates	4.00% per year
Mortality rates	Based on the 2017 CalPERS mortality rates for Miscellaneous and Schools Employees experience studies.
Retirement rates	Based on the 2017 CalPERS retirement rates for miscellaneous employees experience studies.
Turnover rates	Based on the 2017 CalPERS turnover rates for miscellaneous employees experience studies.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized as follows:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Equity	59%	7.545%
Fixed income	25%	4.250%
Real Estate Investment Trusts	8%	7.250%
Treasury Inflation-Protected Securities	5%	3.000%
Commodities	3%	7.545%
Total	100%	

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

Net OPEB Liability (Continued)

Rolling periods of time for all asset classes in combination were used to appropriately reflect correlation between asset classes. This means that the average returns for any asset class do not necessarily reflect the averages over time individually but reflect the return for the asset class for the portfolio average. Additionally, the historic 44-year real rates of return for each asset class along with the assumed long-term inflation assumption was used to set the discount rate. The investment return was offset by assumed investment expenses of 25 basis points.

*Discount Rate*

The discount rate used to measure the total OPEB liability was 6.75 percent. The projection of cash flows used to determine the discount rate assumed that the Entity contributions will be made at rates sufficient to fully fund the obligation over a period not to exceed 44 years. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance, beginning of year	\$ 255,080	\$ 516,145	\$ (261,065)
Changes during the year:			
Service costs	16,680	-	16,680
Interest	17,662	(69,037)	86,699
Administrative expense	-	(131)	131
Employer contributions	-	3,536	(3,536)
Benefit payments	(3,536)	(3,536)	-
Net Change	30,806	(69,168)	99,974
Balance, end of year	\$ 285,886	\$ 446,977	\$ (161,091)

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

Changes in the Net OPEB Liability (Continued)

*Sensitivity of the Net OPEB Liability to Changes in the Discount Rate*

The following presents the net OPEB liability of the Entity, as well as what the Entity’s net OPEB liability would be if it was calculated using a discount rate that is 1 percentage-point lower or 1 percentage-point higher than the current discount rate:

	5.75%	6.75%	7.75%
Net OPEB liability/(asset)	\$ (114,360)	\$ (161,091)	\$ (198,373)

*Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates*

The following presents the net OPEB liability of the Entity, as well as what the Entity’s net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage-point lower or 1 percentage-point higher than the current healthcare cost trend rates:

	3.00%	4.00%	5.00%
Net OPEB liability/(asset)	\$ (208,711)	\$ (161,095)	\$ (98,591)

*OPEB Plan Fiduciary Net Position*

Detailed information about the OPEB plan’s fiduciary net position is available in CalPERS’ CERBT Schedule of Changes in Fiduciary Net Position by Employer which can be found online at <https://www.calpers.ca.gov/page/forms-publications>.

OPEB Expense and Deferred Outflows and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2023, the Entity recognized OPEB Plan expense of \$5,859. At June 30, 2023, the Entity had a deferred outflow of resources and deferred inflows of resources related to OPEB as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
<b>Governmental activities:</b>		
Difference between expected and actual experience	\$ 10,347	\$ 237,265
Changes in assumptions	-	3,129
Net difference between projected and actual investment earnings	39,073	-
Total	\$ 49,420	\$ 240,394



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 7 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**

OPEB Expense and Deferred Outflows and Deferred Inflows of Resources Related to OPEB (Continued)

The amounts above are net of outflows and inflows recognized in OPEB expense for the year ended June 30, 2023.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in future pension expense as follows:

Year Ending June 30,	
2024	\$ (5,299)
2025	(6,033)
2026	(8,761)
2027	7,974
2028	(12,798)
Thereafter	<u>(166,057)</u>
Total	<u>\$ (190,974)</u>

**NOTE 8 – LEASE ASSIGNMENT**

The Entity assigned its rights under a lease agreement to a third-party for a lease under which a small portion of the Entity’s land is utilized by a lessor for a communications antenna facility. The Entity received a lumpsum in exchange for the lease assignment and the third-party will collect future rent payments made by the lessor in accordance with the original lease. The lease assignment agreement commenced in December of 2019 and has a twenty-five-year term. The lumpsum has been recorded as a deferred inflow of resources and will be recognized as revenue on a straight-line basis over the term of the lease assignment agreement. Future revenue recognition under this agreement will be as follows:

Year Ending June 30,	
2024	\$ 12,669
2025	12,669
2026	12,669
2027	12,669
2028	12,669
Thereafter	<u>196,376</u>
Total	<u>\$ 259,721</u>

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 9 – JOINT VENTURES**

The Entity participates in a joint venture under a joint powers agreement (JPA) with the California Association for Park and Recreation Indemnity (CAPRI). The relationship between the Entity and the JPA is such that the JPA is not a component unit of the Entity for financial reporting purposes. Audited financial statements are available by contacting CAPRI at 1075 Creekside Ridge Drive, Suite 240, Roseville, California 956278.

CAPRI provides insurance coverages, risk management, safety and loss prevention services to its many member districts through a risk-sharing pool. CAPRI is governed by a 7 member board of directors comprised primarily of representatives of the member districts. The board controls the operations of the JPA, including selection of management and approval of operating budgets, independent of any influence by the member districts beyond their representation on the board.

Condensed audited financial information for CAPRI for the year ended June 30, 2023, is as follows:

Total assets	\$ 32,851,231
Total deferred outflows of resources	<u>353,979</u>
Total assets and deferred outflows of resources	<u>\$ 33,205,210</u>
Total liabilities	\$ 19,593,837
Total deferred inflows of resources	82,989
Total net position	<u>13,528,384</u>
Total liabilities, deferred inflows, and net position	<u>\$ 33,205,210</u>
Total operating revenues	\$ 15,749,512
Total operating expenses	(10,751,434)
Total nonoperating income (loss)	<u>289,563</u>
Total change in net position	<u>\$ 5,287,641</u>

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 10 – INTERFUND ACTIVITY AND BALANCES**

The interfund due to and due from balances of \$191,170 are the result of a loan from the special revenue fund to general fund for the general fund to acquire capital assets. Interfund transfers for the year ended June 30, 2023, are as follows:

<b>Fund Financial Statements – Transfers:</b>	In	Out
General fund – transfer of land from special revenue fund	\$ 495,000	\$ -
Special revenue fund – transfer of land to general fund	-	495,000
	\$ 495,000	\$ 495,000

**NOTE 11 – DEFERRED COMPENSATION**

For the benefit of its employees, the Entity has adopted a deferred compensation plan in accordance with Section 457 of the Internal Revenue Code. Generally, eligible employees may defer receipt of a portion of their salary until termination, retirement, death, or unforeseeable emergency. Until the funds are paid or otherwise made available to the employee, the employee is not obligated to report the deferred salary for income tax purposes.

The Entity does not make any employer contributions to the plan. Amounts deferred by employees are transferred by the Entity each pay period to a third-party administrator who coordinates the investment of such proceeds in a variety of investment vehicles in accordance with the instructions of each participant. Accordingly, neither the assets nor the related liability of the plan are included in the accompanying basic financial statements. The Entity is not liable to its employees for any losses that may be incurred in connection with their participation in the plans.

**NOTE 12 – SUBSEQUENT EVENTS**

In November 2023, the Entity entered into a finance agreement for the construction and development of capital projects of approximately \$400,000. The agreement has a term of 5 years at a 5.95% interest rate and requires quarterly payments of approximately \$24,000.

In April 2024, a lawsuit was filed against the Entity in relation to injuries and damages suffered by the plaintiff as a result of a tree branch falling on them while they were camping on the Entity’s property. The Plaintiff is seeking damages in excess of \$1,000,000. The case is being handled by the Entity’s insurance provider, CAPRI. The Entity and the insurance provider believe the Entity has a strong defense, but they are currently unable to estimate any potential liability that may be incurred in relation to this matter. Accordingly, no provision has been made in the accounts for any liability for this suit. However, it is at least reasonably possible that the Entity’s estimate of its liability may change in the near term. Should the Entity ultimately incur a liability in connection with this lawsuit, the Entity does not anticipate that the claim will be in excess of the Entity’s insurance coverage limits and expects the claim to be fully covered. Any payments, and associated insurance recoveries, by reason of an adverse determination in this matter will be recorded in the period of determination.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**

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**NOTE 12 – SUBSEQUENT EVENTS (Continued)**

In preparation of these financial statements, the Entity considered subsequent events through January 16, 2025, which is the date these financial statements were issued.

**REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT  
REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

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**Schedule of Pension Plan Contributions  
Last 10 Years\***

Fiscal Year	Contractually Required Contributions	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency/ (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2023	\$ 164,384	\$ (164,384)	-	\$ 912,587	18.01%
2022	149,684	(149,684)	-	819,904	18.26%
2021	125,301	(125,301)	-	643,928	19.46%
2020	112,782	(112,782)	-	651,836	17.30%
2019	106,605	(106,605)	-	646,139	16.50%
2018	88,096	(88,096)	-	532,139	16.55%
2017	84,684	(84,684)	-	585,148	14.47%
2016	48,798	(48,798)	-	466,221	10.47%
2015	42,396	(42,396)	-	426,566	9.93%

\* Historical information is required only for measurement periods for which GASB 68 is applicable. Fiscal year ended June 30, 2015, was the first year of implementation. Future years' information, up to 10 years, will be displayed as information becomes available.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT  
REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

**Schedule of the Entity's Proportionate Share of the Net Pension Liability  
Last 10 Years\***

Fiscal Year	Proportion of the Net Pension Liability	Proportionate Share of Net Pension Liability	Covered Payroll	Proportionate Share of the Net Pension Liability as a % of Payroll	Plan Fiduciary Net Position as a % of the Total Pension Liability
2023	0.01999%	\$ 935,216	\$ 912,587	102.48%	82.98%
2022	0.02383%	452,404	819,904	55.18%	72.98%
2021	0.01893%	798,465	643,928	124.00%	73.41%
2020	0.01847%	739,662	651,836	113.47%	73.93%
2019	0.01813%	683,427	646,139	105.77%	76.23%
2018	0.01788%	704,934	532,139	132.47%	75.88%
2017	0.01764%	612,637	585,148	104.70%	76.29%
2016	0.01670%	458,128	466,221	98.26%	81.57%
2015	Not available	313,776	426,566	73.56%	Not available

\* Historical information is required only for measurement periods for which GASB 68 is applicable. Fiscal year ended June 30, 2015, was the first year of implementation. Future years' information, up to 10 years, will be displayed as information becomes available.

**Notes to the Pension Schedules**

Benefit Changes

None

Changes in Assumptions

Amounts reported in fiscal year 2018 reflect a change in the discount rate from 7.65% to 7.15%. Amounts reported in fiscal year 2019 reflect a change in the inflation rate from 2.75% to 2.50%. Amounts reported in fiscal year 2023 reflect a change in the discount rate from 7.15% to 6.90% and a change in the inflation rate from 2.50% to 2.30%. Deferred outflows and inflows of resources include the unamortized portion of these changes in assumptions.

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

**Schedule of Changes in the Entity's Net OPEB Liability and Related Ratios**  
**Last 10 Years\***

	OPEB Liability/(Asset) – June 30				
	2023	2022	2021	2020	2019
Balance, beginning of year	\$ (261,065)	\$ (100,542)	\$ (108,432)	\$ 128,239	\$ 160,735
Changes during the year:					
Service costs	16,680	6,488	6,314	7,484	7,284
Interest	86,699	(90,575)	20,050	32,309	30,021
Changes in assumption	-	(3,415)	-	-	-
Employer contributions	(3,536)	-	(16,845)	(43,567)	(48,677)
Actual investment income	-	-	-	-	(21,365)
Expected investment income	-	-	(27,578)	(25,694)	-
Administrative expense	131	154	193	72	241
Experience (gains)/losses	-	(73,175)	12,102	(210,952)	-
Investment (gains)/losses	-	-	13,654	3,677	-
Balance, end of year	<u>\$ (161,091)</u>	<u>\$ (261,065)</u>	<u>\$ (100,542)</u>	<u>\$ (108,432)</u>	<u>\$ 128,239</u>
Covered employee payroll	\$ 912,587	\$ 819,904	\$ 643,928	\$ 651,836	\$ 646,139
OPEB liability/(asset) as a % of covered payroll	(17.65)%	(31.84)%	(15.61)%	(16.63)%	19.85%



**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT  
REQUIRED SUPPLEMENTARY INFORMATION – UNAUDITED**

**Schedule of Changes in the Entity's Net OPEB Liability and Related Ratios  
Last 10 Years\* (Continued)**

	2018
Balance, beginning of year	\$ 174,642
Changes during the year:	
Service costs	7,089
Interest	27,858
Changes in assumption	-
Employer contributions	(25,557)
Actual investment income	(23,494)
Expected investment income	-
Administrative expense	197
Experience (gains)/losses	-
Investment (gains)/losses	-
	-
Balance, end of year	\$ 160,735
Covered employee payroll	\$ 532,139
OPEB liability/(asset) as a % of covered payroll	30.21%

\* Historical information is required inly for measurement periods for which GASB 75 is applicable. The fiscal year ended June 30, 2018, was the first year of implementation. Future years' information, up to 10 years, will be displayed as information becomes available.

**Notes to the OPEB Schedule**

Benefit Changes

None

Changes in Assumptions

Amounts reported in fiscal year 2022 reflect a change in the discount rate from 7.00% to 6.75% and a change in the inflation rate from 2.75% to 2.50%. Deferred outflows and inflows of resources include the unamortized portion of these changes in assumptions.

**OTHER INFORMATION – UNAUDITED**

**BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
**OTHER SUPPLEMENTARY INFORMATION – UNAUDITED**

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Officers, Directors, and Senior Management

As of June 30, 2023, the officers, directors, and senior management of the Entity were as follows:

	<u>Term Expires</u>
Dan Hughes, Chairman	November 2024
John Flores, Treasurer	November 2024
Chris Diercks, Vice Chairman/Secretary	November 2026
Richard Lawhead, Director	November 2024
Denise Ward, Director	November 2024
Duane Burk, General Manager	N/A
Michael Valdivia, Assistant General Manager	N/A

Insurance Coverage

The Entity's insurance provider is the California Association for Park and Recreation Indemnity (CAPRI). Coverage carried by the Entity includes bodily injury, personal injury, advertising injury, property damage, and public official and employee liability which may occur anywhere in the world. The insurance provides coverage up to \$1,000,000 per occurrence for the following:

Property Damage – The deductible for general property damage is \$2,000 per occurrence. For earthquake damage the deductible is \$50,000 per occurrence. For flood damage the deductible is \$50,000 per occurrence.

Employment Practices, Bodily Injury, and Personal Injury – These items are subject to a \$20,000 deductible. The deductible is reduced to \$5,000 if the Entity follows guidelines set by CAPRI, such as consulting with the Entity's general counsel.

Crime – The deductible for forgery, theft of money, robbery, computer fraud, funds transfer fraud, and counterfeit money is \$5,000 per occurrence.

Public Officials Errors and Omissions and Employee Theft – There are no deductibles for claims of these types.

The Entity has a worker's compensation policy with employer liability coverage per occurrence that meets the statutory requirements and covers all employees.



## Staff Report

Agenda Item No. 4.7

**To:** Board of Directors  
**From:** Noah Valdivia Athletic Facilities Manager  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12<sup>th</sup>, 2025  
**Subject:** Approval of Event Entry Fee in Lieu of 2025 BCVRPD Parking Fee Dates and Approval of 2025 Parking Dates for Beaumont Youth Baseball and Cherry Festival Association

### **Background and Analysis:**

Currently, the Beaumont-Cherry Valley Recreation & Park District (BCVRPD) charges a parking fee for attendees of certain events at Noble Creek Regional Park. After careful consideration and feedback from event attendees, Staff recommends transitioning from the existing parking fee model to an Event Entry Fee for future events.

### **Proposal:**

1. In order to manage traffic flow and improve the overall event experience, Staff proposes the transition to a per-family or per-person entry fee for select BCVRPD events. This new fee structure is designed to help reduce congestion along Oak Valley Parkway and to ensure that event staff can focus their efforts within the designated event areas. The three events that would potentially be affected by this change include Fiesta de Mayo, Boots Brews and BBQ, and Oktoberfest.
2. **Beaumont Youth Baseball** will implement parking dates in 2025 during the BYB Warm-up Tournament from May 15<sup>th</sup>-May 18<sup>th</sup> and the Softball C District Tournament from June 12<sup>th</sup>-June 15<sup>th</sup>. The District will receive 50% of fees charged on those dates.
3. The **Cherry Festival Association** will most likely charge for parking during the 2025 Cherry Festival which is scheduled for May 29<sup>th</sup>-June 1<sup>st</sup> at Noble Creek Regional Park. The management of the parking areas will be outsourced to an external vendor which will ensure a smoother experience for festival attendees while alleviating the need for BCVRPD to provide staff for this specific event.

### **Recommendations:**

Staff recommends the Board review, comment, and approve the transition to an event entry fee for BCVRPD events and additionally approve the listed parking fee dates for BYB and the Cherry Festival Association.

### **Fiscal Impact:**

The transition to an Event Entry Fee is expected to provide a more predictable and consistent revenue stream for event-related costs. The Beaumont-Cherry Valley Recreation Improvement Corporation will acquire 50% of the BYB parking profit, but no parking fees from the BCVRPD events or the 2025 Cherry Festival.

Respectfully Submitted,

Noah Valdivia, Athletic Facilities Manager



**Staff Report**

Agenda Item No. **4.8**

**To:** Board of Directors  
**From:** Deidre Chatigny, Human Resource Administrator  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12, 2025  
**Subject:** Receive and File – Quimby Expenses to add ADA Stalls at Noble Creek Regional Park

**Background and Analysis:**

Beaumont-Cherry Valley Recreation and Park District hosts many events throughout the year at Noble Creek Regional Park. When the facilities are not being used by the District, community groups hold tournaments and use the facilities year-round. There was a significant need for additional parking stalls and as the host of the 2024 Cherry Festival, the District created over 900 stalls in the northern parking lot. In 2024, BCVRPD and BCVRPIC funded the striping of 7 additional ADA accessible stalls in the Field 1 parking lot to remain compliant.

The District has signed a contract with the Cherry Festival Association and there is a possibility that they will use the property directly adjacent to Noble Creek Regional Park for overflow parking. California law states that for every 100 stalls, two ADA stalls are required. The Field 1 parking lot currently has 17 ADA parking stalls. Staff would like to recommend adding 8 additional stalls, 2 of which will be van accessible. This project would also include installing signs at each stall.

The total scope of the project will include:

	<u>Each</u>	<u>Total</u>
Striping 17 Stalls (1410LF):	\$3/LF	\$4,230
Purchasing/Installing 2 Van Accessible ADA Signs:	\$350	\$ 700
Purchasing/Installing 6 ADA Signs:	\$350	\$2,100
Purchasing/Installing 1 ADA Directional Sign:	\$350	\$ 350
Purchasing/Installing 8 Concrete Curb Stops:	\$300	<u>\$2,400</u>
		\$9,780

The estimated costs are \$10,000. General Manager Mickey Valdivia would like to assign Quimby funds to cover the cost of striping the 8 additional ADA stalls in the Field 1 parking lot. The project will be sent out to request bids and it will be fully permitted by the City of Beaumont.

**Fiscal Impact:**

This action will result in an estimated \$10,000 payment for contractor services to be withdrawn from the Quimby account, which currently has \$58,028.67.

**Recommendations:**

Staff recommends that the Board read, receive and file the staff report. This falls under the \$35,000 spending threshold permitted to the General Manager for infrastructure expenditures.

Respectfully Submitted,

Deidre Chatigny  
Human Resource Administrator

# EXHIBIT 1



20 Feet



## **Staff Report**

Agenda Item No. **4.9**

**To:** Board of Directors  
**From:** Deidre Chatigny, Human Resources Administrator  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12, 2025  
**Subject:** Approval to Adopt Resolution/Agreement to Create New Employment Position  
Facilities Coordinator/Public Information Officer

### **Background and Analysis:**

The Beaumont-Cherry Valley Recreation & Park District (BCVRPD) is proposing the creation of a new full-time position: Facilities Coordinator/Public Information Officer (FC/PIO). This position will play a key role in both assisting with the coordination of recreational programs and events while also managing public information and outreach efforts for the District.

The FC/PIO will primarily assist the Athletic Facilities Manager (AFM) with a variety of tasks related to recreational programming, facility rentals, event coordination, and maintenance activities. This role will also handle media inquiries and manage community relations efforts, specifically those related to fire camp efforts. The position will be integral in promoting BCVRPD's mission, expanding event opportunities, and fostering community engagement.

### **Key Responsibilities:**

1. **Facilities Coordination:** Assist in the organization and supervision of recreational programs, including youth and adult sports and special events.
2. **Public Information:** Serve as the District's spokesperson, handling media inquiries, promoting events, and managing crisis communications when necessary.
3. **Event Planning:** Assist in the coordination of logistics for events, including facility use, scheduling, and ensuring all necessary equipment and services are in place.
4. **Supervision:** Oversee casual recreation staff, Special Project Associates, and part-time maintenance employees as needed.
5. **Community Outreach:** Develop and maintain relationships with local stakeholders, businesses, and other agencies to promote District programs and events.
6. **Reporting:** Prepare reports for the Board of Directors and provide updates on program success and public outreach efforts.

The FC/PIO will report to the Activities Manager, Athletic Facilities Manager, Assistant Maintenance Superintendent, and Assistant General Manager, and will work closely with other departments to ensure seamless operation of BCVRPD facilities and programs.

The position requires strong communication skills, the ability to manage multiple tasks simultaneously, and the experience to supervise staff and lead events.

### **Fiscal Impact:**

The salary for the FC/PIO will range from \$20.00 - \$32.00 per hour. Funding for this position will be allocated from the existing budget for staffing and operational costs. The position will contribute significantly to enhancing community engagement and improving the management of BCVRPD facilities, which will have long-term positive effects on both the District's operations and public perception.

**Recommendations:**

Staff recommends that the Board adopt the Resolution/Agreement to create the new position of Facilities Coordinator/Public Information Officer. This position will support the District's goals of improving facility operations, expanding event opportunities, and enhancing public outreach and communication.

Respectfully Submitted,



Deidre Chatigny  
Human Resources Administrator

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RECEIVED BY: [illegible] DATE: [illegible]



# BEAUMONT CHERRY VALLEY RECREATION AND PARK DISTRICT



## POLICY AND PROCEDURES MANUAL

**Title:** Facilities Coordinator/Public Information Officer

**Dated:** February 12, 2025

**Hourly Rate:** \$20.00 - \$32.00 per hour

### **DEFINITION**

The Facilities Coordinator/Public Information Officer (**FC/PIO**) is a full-time employee as defined by the BCVRPD Employee Handbook and is subject to the safety sensitive guidelines of the District. The **FC/PIO** assists the Athletic Facilities Manager (AFM) with any adult and youth recreation programs and activities for the District in the assigned areas. The **FC/PIO** will partner with local and regional entities to expand and host event opportunities. Additionally, the **FC/PIO** will assist the Activities and Athletic Facilities Managers with facility rentals of the non-athletic amenities of the District. This position will review the District calendars and work with managers to prepare Casual Recreation Assistant and Special Project Associate staff schedules in accordance with the various duties. This position may act in a lead capacity over lower-level employees and plan, participate and supervise lower-level maintenance department staff in the absence of Maintenance II or higher-level staff. The **FC/PIO** will prepare the purchase orders and submit them to the Assistant Maintenance Superintendent. The **FC/PIO** will work cooperatively with the AMS to develop safety standards. Finally, the **FC/PIO** will help plan, develop and execute special events in cooperation with the Assistant Maintenance Superintendent (AMS), Activities Manager (AM) and Athletic Facilities Manager.

### **SUPERVISION RECEIVED AND EXERCISED**

- Receives direct supervision from the Activities Manager, Athletic Facilities Manager, Assistant Maintenance Superintendent and Assistant General Manager.
- Receives general supervision from the General Manager.
- Exercises lead supervision over the Casual Recreation Employees, Special Project Associates, and part-time Maintenance employees for facility events at the direction of the Assistant Maintenance Superintendent.
- Work hours will be scheduled by Managers.

**ESSENTIAL FUNCTIONS** - *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

#### ***Facilities Coordinator***

- Help organize and direct a participation program for recreation activities within the assigned area
- Meet with groups and individuals to identify needs and develop programs of interest to the community at building facilities.
- Assist the AFM with programming at the AFM's discretion.
- Responsible for assisting in coordinating activities, programs, and special events.
- Ensure all services and preparations are in order and scheduled at the managers' direction.
- Ensure all calendars are updated accordingly.

- Responsible for contacting local businesses and individuals for obtaining donations for Foundation events.
- Helps coordinate and perform maintenance responsibilities for athletic events (ex. field prep, maintenance, and other maintenance related duties required to upkeep the fields.)
- Keeps records of work completed, materials used, and crew time on projects.
- Oversees and provides leadership to part-time maintenance staff, Special Project Associates, and Casual Recreation employees during events, in the absence of Maintenance II and above.
- Assists in determining the need of equipment, materials, etc. for projects.
- Prepare Maintenance work orders and follow up on requests from the office staff in a timely manner.
- Performs maintenance as prescribed by the AMS.
- Operates a variety of vehicle and stationary mechanical equipment in a safe and effective manner.
- Required to drive an automobile to perform various duties.
- Identify safety issues related to grounds and facilities. Identify, implement and enforces necessary safety practices. Works cooperatively with the AMS to remedy any safety issues.
- Required to reschedule events and duties during any unforeseen after hour emergencies such as Fire Camp.
- Meet with prospective users to provide information regarding the facilities capabilities and services to users and potential users of facilities.
- Determine equipment, personnel, licenses, and other services required for events and facility users.
- Confirm dates, payments, and insurance minimums are met, documents received, and dates added to the calendar for scheduled events – contact users directly to make proper arrangements.
- Identify staffing needs, notify HR and provide appropriate training.
- Provide staff training on proper facility use.
- Calculate estimates and final costs to users for facilities, equipment, personnel, etc. and prepare cost settlement data.
- Promote and advertise all events.
- Help plan, develop, and execute events in the building facilities.
- Required to engage in public speaking and be prepared to provide oral or written reports to the Board of Directors at the request of the GM.
- Conduct minimum weekly visual inspections at Noble Creek Community Center, the Beaumont Woman's Club, and the Cherry Valley Grange Hall.
- Inspect facilities, ensure that event space is adequately prepared for scheduled events, and notify contractors of upcoming events.
- Manage the Bogart Brick Program and Noble Creek Regional Park Banner Program for the Beaumont-Cherry Valley Recreation and Park Improvement Corporation.

### ***Public Information Officer***

- Act as a main point of contact for Fire Camp, contractors and instructors at BCVRPD building facilities.
- Develop and implement strategic communication plans to promote the District's programs, events, and services.
- Serve as the primary spokesperson for the District, handling media inquiries, interviews, and press releases.
- Assist in crisis communication efforts and manage the dissemination of information during emergencies or sensitive situations.
- Plan and manage public events, press conferences, and community outreach initiatives.
- Develop and maintain relationships with community stakeholders, local governments, and other public agencies.

- Create and deliver presentations to community groups, civic organizations, and the Board of Directors.

### **MARGINAL FUNCTIONS**

- Perform various duties for the BCVRPIC Foundation.
- During events, assist staff/maintenance as a main point of contact.
- When not directed by the AFM, work in the field alongside staff, assist Maintenance as needed.
- Ensure that all tables and chairs, etc. are accurately described in brochures and District communications.
- Work cooperatively with the managers, providing assistance for all events.
- Other duties, special projects and responsibilities may be required. Not all duties are necessarily performed by each individual holding this classification.
- Help create, update and revise procedures within the department.
- Attend District trainings and seminars etc. when required.
- Assist the Executive Assistant and AMS with processes for broken and/or damaged property
- Attend District meetings as directed and prepare reports pertaining to such meetings.
- Assist in general office duties.
- Answer phone calls while off the clock, assist users during events scheduled outside normal office hours.
- Effectively communicate changes to all managers.

### **QUALIFICATIONS**

- Must possess (or be in the process of pursuing) a BA Degree from an accredited college in Recreation & Park Management, Physical Education, Business Management, Sports Management, Tourism Development, Public Administration, Public Relations, Communications, Marketing, and/or 5 years of work experience in a closely related field.
- Relatable work experience may be a factor to circumvent college degree requirement.
- Must possess and maintain a CA driver's license and automobile insurance. Loss of either is cause for discipline up to and including termination.
- Must possess First Aid/CPR (Infant, Child & Adult), and AED certification.
- Must pass background check.
- Must pass pre-employment physical and drug test
- Acquire within 30 days supervisory Ethics training and Sexual Harassment Avoidance training.

### ***Knowledge of:***

- Basic principles of supervision.
- Athletic games and facilities, sports leagues, tournaments, games and contests.
- Operational knowledge of programming irrigation controllers, fertilizer and pesticide composition and application.
- Mowing techniques, athletic field prep and tear down, and safety procedures.
- Occupational hazards and safety practices.
- Conflict resolution.
- Time management and effective scheduling.
- Computers and applicable programs: Microsoft Office, Internet, Excel, Word, Publisher, PowerPoint.
- Emergency and safety procedures of the District.
- Operation and maintenance requirements of various park equipment, machinery and tools used in grounds maintenance.
- Safety and incident procedures and completing incident/accident reports.

- Safety procedures involving pesticides, herbicides, and related chemicals used in park maintenance.
- Riverside County Environmental Health Standards and Expectations.
- Experience working in a public sector or governmental agency is preferred but not required.
- Knowledge of the Beaumont-Cherry Valley area and its residents is a plus.

**Ability to:**

- Work independently without immediate supervision.
- Supervise the work of the Casual Recreation employees, Special Project Associates, and part-time Maintenance workers (during events) in the absence of a Maintenance II worker or above, and provide assistance as necessary.
- Perform manual labor.
- Identify potential safety hazards and work with AMS to remedy.
- Follow written and oral instructions.
- Read, write, and communicate the English language at a level necessary for efficient job performance in a group setting, one on one, or communication on the phone.
- Work under time pressure.
- Multi-task.
- Prioritize/Time Management
- Establish and maintain cooperative relationships with the public and employees.
- Prepare and maintain records and reports.
- Work irregular shifts, holidays, and weekends as scheduled.
- Provide training and assistance to others as required.
- Anticipate, schedule and coordinate operations and service needs.
- Anticipate service needs and contract instructors. Identify problems and take effective course of action.
- Participate in forecasting for yearly budgeting needs.
- Identify problems and take effective course of action.
- Work in inclement weather conditions.
- Excellent verbal communication and interpersonal skills, with the ability to engage with diverse audiences.
- Ability to handle sensitive information and maintain confidentiality.

**PHYSICAL REQUIREMENTS**

- Essential and marginal functions may require maintaining physical conditions necessary to perform the job.
- Ability to communicate with the General Manager, District Management, Staff, and the public.
- Regularly use a telephone for communication.
- Use office equipment such as a personal computer, copier and facsimile machines.
- Sit and/or stand for extended time periods.
- Hearing and vision required to be within normal ranges.
- Carry, push, pull, reach and lift up to 50 lbs. frequently and 100 pounds occasionally.
- Read at or above the equivalent to the twelfth-grade level.
- Occasionally stoop, kneel or crouch. Sufficient manual dexterity required to operate equipment.
- Occasionally work in inclement weather such as rain, wind, heat and cold.

**CONDUCT STANDARD**

Interact with General Manager, supervisors, employees, customers, Directors, and the public in a positive, cooperative, and supportive manner.



## **Staff Report**

Agenda Item No. **4.10.1**

**To:** Board of Directors

**From:** Nancy Law, Executive Assistant  
**Via:** Mickey Valdivia, General Manager

**Date:** February 12<sup>th</sup>, 2025

**Subject:** Reserve Fund Policy #2025-02 – First Reading

### **Background and Analysis:**

The District has a strong commitment to maintaining adequate reserves to meet operational and capital needs, as well as mitigate financial risks such as revenue fluctuations or unforeseen expenses. As part of a broader strategy for financial sustainability, the District seeks to gradually build its reserves to a target level of \$1 million over the next five years.

Currently, the District contributes \$5,000 per month to the Reserve Fund. This policy outlines the structure of the Reserve Fund, defines the minimum balances for various categories, and provides a clear plan for increasing reserves to meet the District's long-term financial goals.

- **Operating Reserve:**  
A minimum balance of \$400,000 (equivalent to two months of operating expenses), to be reviewed annually for changes or cost-of-living adjustments. This reserve will be used to cover any shortfalls in operating revenue or to address unexpected expenses. The Operating Reserve can only be accessed with a 4/5 majority vote of the Board.
- **Capital Reserve:**  
A minimum balance of \$50,000 to fund capital improvements, depreciation, and replacement programs. These funds will be used for long-term investments in infrastructure, such as facility upgrades or new equipment. Access to this reserve also requires a 4/5 majority vote of the Board.
- **Payroll Reserve:**  
A minimum balance of \$50,000 (equivalent to one payroll period), to cover any cash flow issues or payroll-related emergencies. This reserve will be reviewed annually for changes in payroll expenses.

### **Fiscal Impact:**

- The 5-Year Plan to build the Reserve Fund to \$1 million will require additional annual contributions to the Reserve Fund. Over the course of five years, the District will gradually increase its deposits in May and December per year. This strategy ensures the District has sufficient reserves to cover unexpected expenses, capital improvements, and future financial risks.

### **Recommendations:**

Staff and Finance Committee recommendations

5-Year Graduated Hybrid Plan to Build Reserve Fund to \$1 Million:

To meet the long-term financial stability goal of having a Reserve Fund balance of \$1 million within five years, the following plan has been developed. This strategy ensures a steady growth in reserves while maintaining flexibility in the District's budget and operations.

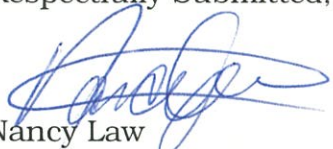
This plan will be taken back to the Finance Committee for final review before approval.

Graduated Hybrid - Reserve Account Projections 2025 - 2029

	Jan.	Feb	March	April	May \$25- \$125K	June	July	Aug.	Sept.	Oct.	Nov.	Dec. \$25-\$125K
2025	\$107,278	\$112,278	\$117,278	\$122,278	\$147,278	\$152,278	\$157,278	\$162,278	\$167,278	\$172,278	\$177,278	\$202,278
2026	\$202,278	\$207,278	\$212,278	\$217,278	\$267,278	\$272,278	\$277,278	\$282,278	\$287,278	\$292,278	\$297,278	\$347,278
2027	\$347,278	\$352,278	\$357,278	\$362,278	\$437,278	\$442,278	\$447,278	\$452,278	\$457,278	\$462,278	\$467,278	\$542,278
2028	\$542,278	\$547,278	\$552,278	\$557,278	\$657,278	\$662,278	\$667,278	\$672,278	\$677,278	\$682,278	\$687,278	\$787,278
2029	\$787,278	\$792,278	\$797,278	\$802,278	\$927,278	\$932,278	\$937,278	\$942,278	\$947,278	\$952,278	\$957,278	\$1,082,278

- Year 1:
  - Continue with the monthly deposit of \$5,000 from the Operating Account into the Reserve Fund.
  - Add an additional \$25,000 in May and December.
- Year 2:
  - Continue with the monthly deposit of \$5,000 from the Operating Account into the Reserve Fund.
  - Add an additional \$50,000 in May and December.
- Year 3:
  - Continue with the monthly deposit of \$5,000 from the Operating Account into the Reserve Fund.
  - Add an additional \$75,000 in May and December.
- Year 4:
  - Continue with the monthly deposit of \$5,000 from the Operating Account into the Reserve Fund.
  - Add an additional \$100,000 in May and December.
- Year 5:
  - Continue with the monthly deposit of \$5,000 from the Operating Account into the Reserve Fund.
  - Add an additional \$125,000 in May and December.
  - By the end of Year 5, aim to reach the goal of \$1 million in the Reserve Fund balance, ensuring that the District's reserves are adequately funded for both current operations and future capital needs.

Respectfully Submitted,



Nancy Law  
Executive Assistant



# Beaumont-Cherry Valley Recreation and Park District

## Policy and Procedures

**Policy Section:** Finance

**Policy #:** 2025-02

**Policy Title:** Reserve Fund

### **Purpose:**

The Board is committed to the District's long-term financial health and viability. This policy provides direction for maintaining adequate reserves to ensure that there are appropriate levels of working capital in the District's funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure the continuation of stable services and fees.

### **Policy:**

#### 1. Reserve Fund Contributions:

- a. The Finance Department will contribute a monthly deposit of \$5,000 from the District's Operating Account into the Reserve Account. This contribution will continue until the Reserve reaches its required minimum balance.
- b. The Reserve Account shall maintain a minimum balance equivalent to two months of operating expenses, which will be reviewed annually for any changes or adjustments (e.g., cost-of-living increases).
- c. After the Reserve's minimum balance has been satisfied, any additional monthly contributions will be allocated to capital improvements, depreciation, future grant matching revenues, and/or programming, as approved by the Board.

#### 2. 5-Year Plan to Reach \$1 Million Reserve Balance:

To strengthen the District's financial position and ensure long-term sustainability, a 5-year Graduated Hybrid plan has been established to gradually increase the total Reserve Fund balance to \$1,000,000.

**Plan Outline:**

- Year 1
  - In May and December deposit an additional amount of \$25,000.
  - Target balance at the end of Year 1: \$202,278 (assuming the total balance of operating and capital reserve, less any withdrawals.)
- Year 2
  - In May and December deposit an additional amount of \$50,000.
  - Target balance at the end of Year 2: \$347,278 (assuming the total balance of operating and capital reserve, less any withdrawals.)
- Year 3
  - In May and December deposit an additional amount of \$75,000.
  - Target balance at the end of Year 3: \$542,278 (assuming the total balance of operating and capital reserve, less any withdrawals.)
- Year 4
  - In May and December deposit an additional amount of \$100,000.
  - Target balance at the end of Year 4: \$787,278 (assuming the total balance of operating and capital reserve, less any withdrawals.)
- Year 5
  - In May and December deposit an additional amount of \$125,000.
  - Target balance at the end of Year 5: \$1,082,278 (assuming the total balance of operating and capital reserve, less any withdrawals.)

**Plan Flexibility:**

- If the District achieves excess revenue or donations, these will be directed to the Reserve Account to accelerate reaching the \$1 million goal.
- For example, if the Fire Camp generates additional revenue, 35% of Fire Camp revenue will be directed into the Reserve Fund. This allocation will help boost the reserve balance, potentially reducing the time required to meet the \$1 million target.



- The Board may adjust the monthly contributions based on the financial health of the District and the availability of other funding sources.
3. Operating Reserve:
    - a. The Operating Reserve shall maintain a minimum balance of \$400,000. This represents two months of operating expenses.
    - b. The balance of this reserve will be reviewed annually to reflect any changes in operating costs, inflation, or cost-of-living adjustments.
    - c. The Operating Reserve can only be used with a 4/5 majority vote of the Board, ensuring strict oversight and accountability.
  4. Capital Reserve:
    - a. The Capital Reserve shall maintain a minimum balance of \$50,000.
    - b. This reserve will be used exclusively for funding capital improvements, depreciation, future grant matching revenues, and programming.
    - c. Any usage of the Capital Reserve will require Board approval, and the reserve can only be accessed with a 4/5 majority vote of the Board.
  5. Payroll Reserve:
    - a. The Payroll Reserve shall maintain a minimum balance of \$50,000, which represents one payroll period of expenses.
    - b. The balance will be reviewed annually to ensure it accounts for changes in payroll costs, inflation, or other relevant factors.
    - c. This reserve ensures there are sufficient funds to cover payroll obligations in the event of cash flow interruptions.

**Reserve Fund Usage:**

Once the minimum balance for each reserve has been met, any additional contributions will be allocated to the following areas, subject to Board approval:

Capital improvements

Depreciation expenses

Grant matching revenues

District Programming

Decision-Making Process for Fund Usage:

Any usage or allocation from any of the reserve accounts will require Board approval, and the reserve funds will be accessed only with a 4/5 majority vote of the Board to ensure responsible financial stewardship.

**Annual Review:**

The Board of Directors shall review the reserve policy annually to ensure the reserves are adequate for the needs of the District and that the reserve balances are consistent with current operating and capital requirements.

The reserve balances may be adjusted to reflect changes in costs, operating expenses, or any other factors that affect the financial health of the District.

**Purpose of the Reserves:**

These reserves are essential to maintaining the District's financial stability. They ensure that the District can respond to unforeseen expenses, manage revenue shortfalls, and maintain consistent service levels to the community.

By adhering to this Reserve Fund Policy, the District ensures that it has the financial resources necessary to maintain stable operations, make long-term improvements, and mitigate potential financial risks in a proactive and responsible manner.



**Staff Report**

Agenda Item No. **4.10.2**

**To:** Board of Directors  
**From:** Kaylee Gemmell, Clerk of the Board  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12, 2025  
**Subject:** Approval of Special Rates for Facility Use Policy 2025-03 – First Reading

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation and Park District owns and operates several facilities in the Beaumont/Cherry Valley area. The District receives numerous inquiries every year from local non-profit organizations and service groups who are interested in renting out the facility for events that they are hosting. These are often accompanied by a request for a reduced rate for facility rentals. In some cases, event rentals for these groups are funded by the individual members. In the interest of serving as a community partner, Staff would like the Board to consider a once per year, reduced rate for such groups.

The BCVRPD facility rates have remained unchanged for all users since early 2023, with the exception of the Memorial Rate (increased in 2024 with Board approval). The charts below highlight what a normal event would cost at full price, compared to the reduced rates that Staff would like to propose. This rate would apply to one event per group, per year, at the discretion of the General Manager. Any additional facility bookings would be charged at full price.

Staff would like to request direction from the Board to determine which groups the special rate would apply to. Many facility users operate non-profit organizations and Staff would appreciate guidance on which ones meet the appropriate criteria to support the rate reduction.

Adopting a policy to approve the reduced facility rate would move the decision from a case-by-case basis to a general approval that applies fairly to all groups across the board. BCVRPD Staff is interested in providing an opportunity that is fair and will benefit the community and the District at the same time. By offering a reduced rate, it shows the community that we are willing to work together to provide services to those who serve others.

Based on these facility use requests, Staff proposes the following reduced rates:

<b>2025 Rates</b>	<b>Current</b>	<b>Proposed</b>
<i>Refundable Deposit (all facilities)</i>	\$500	<b>\$250</b>
Noble Creek Community Center	\$250/hr.	<b>\$5 – First Hour \$50/hr. – Each Additional Hour</b>
Cherry Valley Grange	\$150/hr.	<b>\$5 – First Hour \$30/hr. – Each Additional Hour</b>
Cleaning Rate	\$100	<b>\$50</b>

<b>Event Sample Totals</b>	<b>At Current Rates</b>	<b>At Proposed Rates</b>	<b><i>After Security Deposit is Returned</i></b>
5-Hour Event at Noble Creek Community Center	\$1,850	<b>\$505</b>	<b>\$255</b>
5-Hour Event at Cherry Valley Grange	\$1,350	<b>\$425</b>	<b>\$175</b>

**Fiscal Impact:**

There will be low fiscal impact, the District will cover the costs of staffing the events at these rates. Additionally, by offering the reduced rates the District will build relationships with other community programs which can potentially lead to networking.

**Recommendations:**

Staff recommends that the Board review the attached policy, comment and consider approval with any suggested adjustments.

**Respectfully Submitted,**



Deidre Chatigny, HR Administrator  
 Kaylee Gemmell, Clerk of the Board



# Beaumont-Cherry Valley Recreation and Park District

## Policy and Procedures

**Policy Section:** Facilities

**Policy #:** 2025-03

**Policy Title:** Special Rates for Facility Use Policy

**Effective Date:** February 12, 2025

### **Purpose**

The purpose of this policy is to offer a reduced rate for local non-profit organizations, service groups, and community partners in an effort to foster community relationships and give back to those who contribute to the well-being of our community. This policy allows qualifying non-profit groups to rent District facilities at a reduced rate one time per year, at the discretion of the General Manager.

### **Policy Overview**

The District acknowledges that numerous local non-profits and service groups request access to our facilities for events, meetings, or programs. In support of these organizations, the District will allow one discounted rental per year for qualifying non-profit groups, subject to availability and the discretion of the General Manager.

### **Eligibility**

To qualify for the reduced rate, the applicant must be a recognized non-profit organization, service group, or community-based organization that serves the public good. Proof of non-profit status may be required at the time of booking.

### **Rental Rates**

<b>2025 Rates</b>	<b>Proposed</b>
<i>Refundable Deposit (all facilities)</i>	<b>\$250</b>
Noble Creek Community Center	<b>\$5 – First Hour \$50/hr. – Each Additional Hour</b>
Cherry Valley Grange	<b>\$5 – First Hour \$30/hr. – Each Additional Hour</b>
Cleaning Rate	<b>\$50</b>

## **Terms and Conditions**

1. The reduced rate is available for **one event per year per organization**. Additional bookings within the same year will be charged at the regular facility rental rates.
2. The General Manager will evaluate each request on a case-by-case basis and reserves the right to approve or deny the discounted rental based on facility availability and the organization's relevance to the District's goals of fostering community engagement.
3. A **\$250 refundable deposit** is required to secure the rental. This deposit will be refunded if the facility is returned in good condition, and all terms of the rental agreement are followed, including but not limited to the cleaning requirements.
4. **Payment** for the facility rental is due 30 days prior to the event, as outlined in the Facility Use Agreement. The user agrees to pay BCVRPD 50% of the Facility Use Fee at least 60 days prior to the event.
5. The non-profit organization is responsible for all **cleanup** after the event, as outlined in the Facility Use Agreement. A cleaning fee of \$50 will be applied, but any damage or extraordinary cleaning required may result in a portion or all of the deposit being withheld.
6. Any **additional bookings** by the non-profit organization beyond the annual discounted rate will be charged at the **full facility rental rate**.
7. All other standard rental policies outlined in the Facility Use Agreement, including but not limited to facility use guidelines and insurance requirements, apply to non-profit rentals.

## **Application Process**

To request a reduced-rate rental, non-profit organizations must submit a facility rental request form to the General Manager. The form should include:

- Proof of non-profit status (such as a 501(c)(3) designation or similar)
- Details of the proposed event
- Desired rental dates and times

## **Discretionary Approval**

The General Manager has the discretion to approve or deny any requests based on availability, the purpose of the event, and alignment with the District's goals of community service and engagement.

## **Adopted by the Board of Directors on:**

February 12, 2025



## **Staff Report**

Agenda Item No. **4.10.3**

**To:** Board of Directors

**From:** Nancy Law, Executive Assistant

**Via:** Mickey Valdivia, General Manager

**Date:** February 12<sup>th</sup>, 2025

**Subject:** Incident Base Camp Fund Allocation Policy - #2025-05

### **Background and Analysis:**

The District has successfully hosted fire camps in recent years, generating a valuable source of revenue. Given the growing significance of these funds, it is important to establish a formal policy to guide how the revenue should be used.

The proposed policy outlines the allocation of the Incident Base Camp revenue to ensure it supports both immediate operational needs and the long-term sustainability of the District. The policy also seeks to prioritize financial stability, community engagement, and future infrastructure improvements.

### **Fiscal Impact:**

The policy aims to ensure that the revenue generated by the Incident Base Camp is used efficiently and responsibly, with an emphasis on supporting both short-term operational needs and long-term financial goals. While 35% of the revenue will be earmarked for the Reserve Fund, the remaining 65% provides flexibility to address immediate needs or fund strategic initiatives approved by the Board. In the spirit of public transparency, detailed reports will be made available to the public, outlining how funds are allocated and spent, ensuring accountability and trust in the management of these resources.

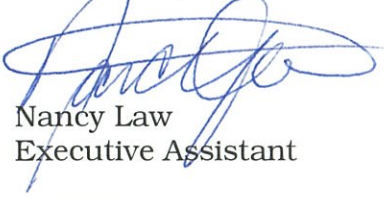
### **Recommendations:**

Staff and Finance Committee recommendations

- 35% to the Reserve Fund: A significant portion of the revenue (35%) will be directed to the District's Reserve Fund to support long-term financial health and mitigate potential risks such as revenue shortfalls or unforeseen expenses.
- 65% Board Discretion: The remaining 65% of the revenue will be available for allocation at the Board's discretion. The Board can use these funds for several key purposes, including but not limited to:
  - Facility Maintenance: Ensuring Incident Base Camp facilities are well-maintained.
  - Grant Matching: Supporting matching fund requirements for grants.
  - Equipment Purchases: Acquiring new equipment for Incident Base Camp and District operations.
  - New Programming/Events: Developing new programs, events, or fire safety initiatives.

- Activities Department: Supporting the Districts activities related to fire safety and community engagement.
- Creating an Entertainment Fund to secure top-tier headliners for our signature special events.

Respectfully Submitted,



Nancy Law  
Executive Assistant

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# Beaumont-Cherry Valley Recreation and Park District

## Policy and Procedures

**Policy Section:** Finance

**Policy #:** 2025-05

**Policy Title:** Incident Base Camp Fund Allocation Policy

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### **Purpose**

This policy outlines the guidelines for the management and allocation of revenues received by the District from hosting a Incident Base Camp. The goal is to ensure that revenues are used effectively and efficiently to support the District's mission, operations, and long-term sustainability, while also enhancing fire safety, training programs, and community engagement.

### **Policy**

- **Revenue Allocation:** The District generates revenue from hosting Incident Base Camp, Revenues received from hosting a Incident Base Camp will be allocated and spent according to the priorities outlined in this policy. The District will ensure that all spending aligns with the organization's mission, and provides value to the community.

### **Spending Priorities:**

#### **1. Reserve Fund Contribution (35%):**

- 35% of all Incident Base Camp revenue will be allocated directly to the Reserve Fund. This contribution is aimed at ensuring the District's long-term financial health and sustainability. These funds will be used to support the District's reserve accounts, as outlined in the Reserve Fund Policy, providing a buffer against unforeseen expenses, revenue shortfalls, or other financial risks.
- This allocation ensures that a significant portion of Incident Base Camp revenue is reserved for future capital needs, emergencies, or long-term financial stability.

#### **2. Board Discretion (65%):**

- The remaining 65% of the Incident Base Camp revenue will be available for use at the Board's discretion. The Board will have the flexibility to allocate these funds in ways that best support the mission and strategic goals of the District, including but not limited to:

- **Facility Maintenance** – Ensuring the upkeep and maintenance of facility post Incident Base Camp.
  - **Grant Matching** – Funding required to meet matching requirements for grants that benefit the District projects.
  - **Equipment Purchases** – Acquiring new equipment, training tools, or other necessary resources for the District operations.
  - **New Programming/Events** – Creating new programs, fire or community outreach events to enhance public engagement and education.
  - **Activities Department** – Supporting the activities and programs provided by the District's Activities Department.
  - **Entertainment Fund** – Creating a Entertainment Fund to secure top-tier headliners for our signature special events.
- The Board will make these spending decisions based on the financial needs of the District, long-term planning, and available opportunities to improve services or community engagement.

**Approval and Oversight:**

**1. Board Review and Approval:**

- All expenditures and allocations of Incident Base Camp revenue must be approved by the District Board. The Board will review and approve the policy annual ensuring it aligns with the spending priorities outlined in this policy.
- Revenue allocation requests for items or projects not previously included in the budget must be submitted for approval before funds are spent.

**2. Transparency and Reporting:**

- The District will maintain transparent accounting practices to ensure that all Incident Base Camp revenues and expenditures are tracked accurately.
- The District will provide regular reports to the Board, detailing revenue received, expenditures. These reports will be made available to the public to ensure accountability and transparency in the use of funds.

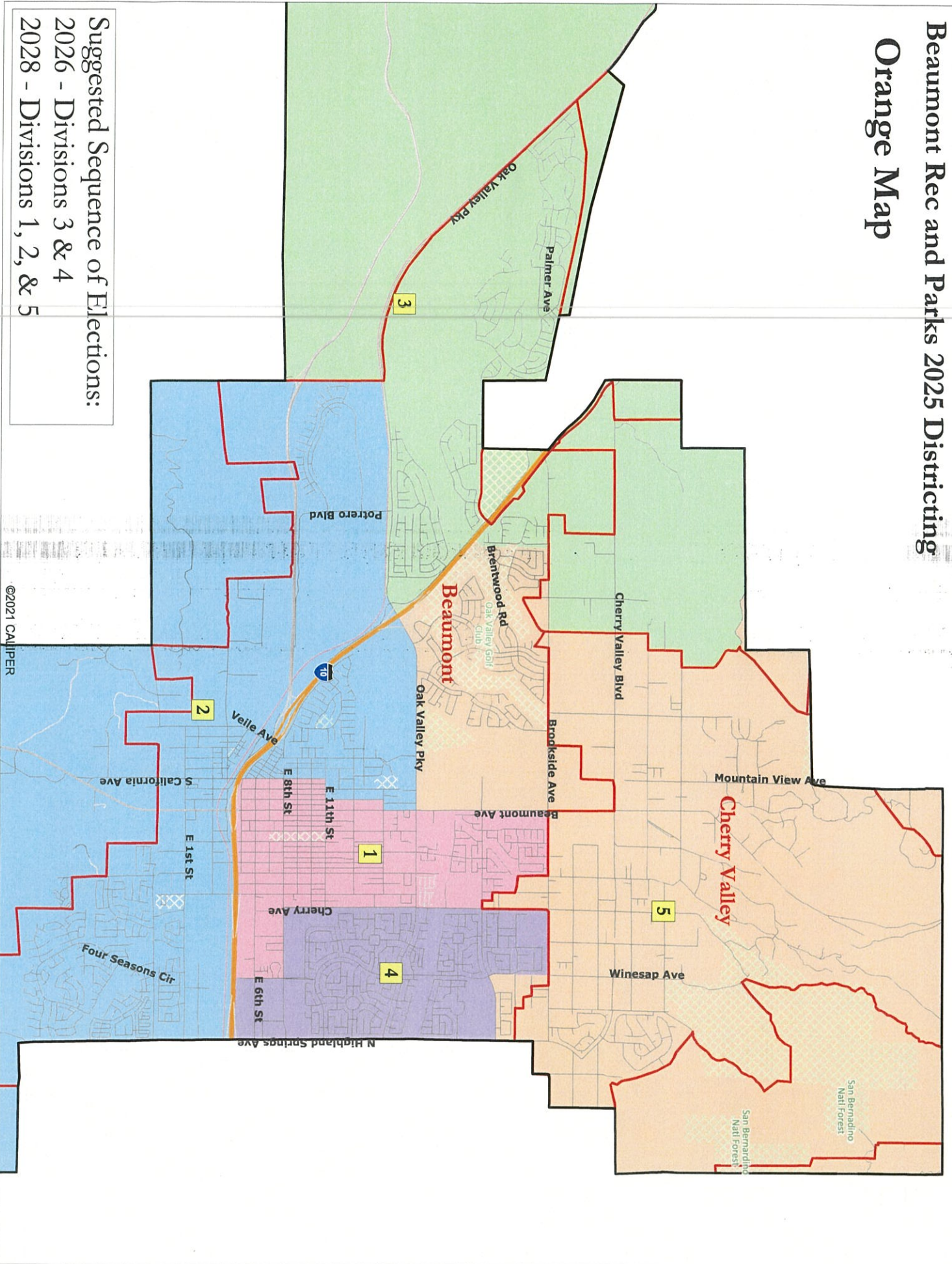
**Flexibility in Allocation:**

- In exceptional cases, where unexpected or urgent needs arise (e.g., emergency repairs, safety upgrades, etc.), the Board may approve an immediate reallocation of funds. Such decisions will require a 4/5 majority vote of the Board.

**Conclusion:**

This policy ensures that revenues received from hosting an Incident Base Camp are spent in a responsible, transparent, and effective manner, supporting both the operational needs and the broader needs of the District. It prioritizes long-term financial stability by directing 35% of the revenue to the Reserve Fund, while also providing flexibility for the Board to allocate the remaining funds to projects that enhance the District's services and community engagement.

# Beaumont Rec and Parks 2025 Districting Orange Map



Suggested Sequence of Elections:  
 2026 - Divisions 3 & 4  
 2028 - Divisions 1, 2, & 5

### Orange Map

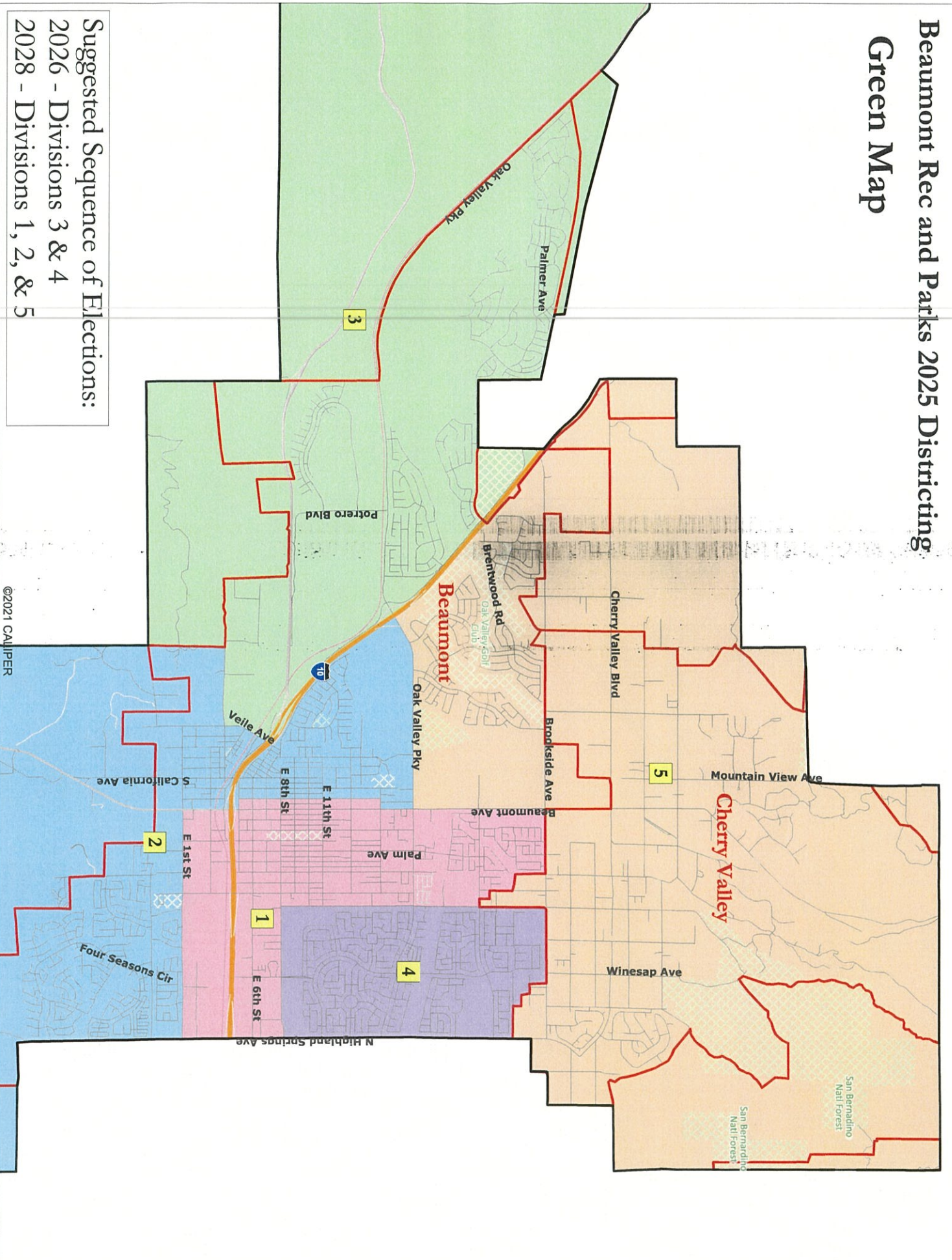
District		1	2	3	4	5	Total
	Total Pop	12,512	12,698	11,827	11,810	11,664	60,511
	Deviation from ideal	410	596	-275	-292	-438	1,034
	% Deviation	3.39%	4.92%	-2.27%	-2.41%	-3.62%	8.54%
Total Pop	% Hisp	55.4%	39%	38%	42%	26%	40%
	% NH White	31%	42%	36%	29%	60%	40%
	% NH Black	6%	8%	10%	11%	4%	8%
	% Asian-American	4%	8%	13%	14%	5%	9%
Citizen Voting Age Pop	Total	8,150	8,498	7,799	7,280	9,324	41,051
	% Hisp	53%	32%	35%	42%	32%	38%
	% NH White	36%	45%	38%	33%	60%	43%
	% NH Black	9%	11%	20%	13%	5%	11%
	% Asian/Pac. Isl.	2%	12%	7%	11%	3%	7%
Voter Registration (Nov 2020)	Total	5,818	8,496	7,343	7,156	8,164	36,977
	% Latino est.	47%	33%	37%	40%	23%	35%
	% Spanish-Surnamed	42%	29%	33%	36%	21%	31%
	% Asian-Surnamed	2%	2%	3%	3%	2%	2%
	% Filipino-Surnamed	1%	2%	3%	2%	1%	2%
	% NH White est.	40%	52%	45%	41%	69%	50%
	% NH Black	10%	11%	13%	15%	5%	11%
Voter Turnout (Nov 2020)	Total	2,297	4,553	3,190	3,157	5,017	18,214
	% Latino est.	36%	23%	30%	30%	17%	26%
	% Spanish-Surnamed	1%	2%	2%	2%	1%	2%
	% Asian-Surnamed	1%	2%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	2%	2%	2%	1%	2%
	% NH White est.	49%	59%	51%	49%	75%	59%
	% NH Black	12%	14%	14%	18%	5%	12%
Voter Turnout (Nov 2018)	Total	4,142	6,521	5,538	5,207	6,981	28,389
	% Latino est.	40%	27%	32%	35%	18%	29%
	% Spanish-Surnamed	53%	31%	38%	42%	21%	35%
	% Asian-Surnamed	1%	2%	2%	2%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	2%	1%	2%
	% NH White est.	48%	59%	56%	42%	74%	57%
	% NH Black est.	10%	11%	9%	19%	6%	11%
ACS Pop. Est.	Total	13,311	12,434	12,432	11,755	12,140	62,073
Age	age0-19	35%	29%	32%	33%	23%	31%
	age20-60	52%	43%	56%	49%	43%	49%
	age60plus	13%	28%	12%	18%	34%	21%
Immigration	immigrants	15%	17%	18%	15%	13%	16%
	naturalized	61%	72%	52%	78%	77%	67%
Language spoken at home	english	63%	73%	67%	71%	74%	70%
	spanish	35%	19%	21%	21%	21%	24%
	asian-lang	1%	7%	7%	4%	2%	4%
	other lang	1%	1%	4%	4%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	7%	11%	7%	7%	8%
Education (among those age 25+)	hs-grad	69%	65%	56%	62%	64%	63%
	bachelor	11%	19%	18%	15%	13%	15%
	graduatedegree	5%	8%	14%	13%	12%	10%
Child in Household	child-under18	49%	35%	55%	48%	29%	42%
Pct of Pop. Age 16+	employed	65%	51%	65%	60%	48%	58%
Household Income	income 0-25k	12%	8%	3%	7%	12%	9%
	income 25-50k	23%	15%	6%	18%	16%	16%
	income 50-75k	11%	13%	10%	14%	10%	12%
	income 75-200k	48%	52%	63%	51%	49%	52%
	income 200k-plus	5%	11%	18%	11%	12%	11%
Housing Stats	single family	80%	97%	100%	94%	100%	94%
	multi-family	20%	3%	0%	6%	0%	6%
	rented	40%	14%	10%	19%	13%	19%
	owned	60%	86%	90%	81%	87%	81%

Total population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.

# Beaumont Rec and Parks 2025 Districting Green Map



Suggested Sequence of Elections:  
2026 - Divisions 3 & 4  
2028 - Divisions 1, 2, & 5

### Green Map

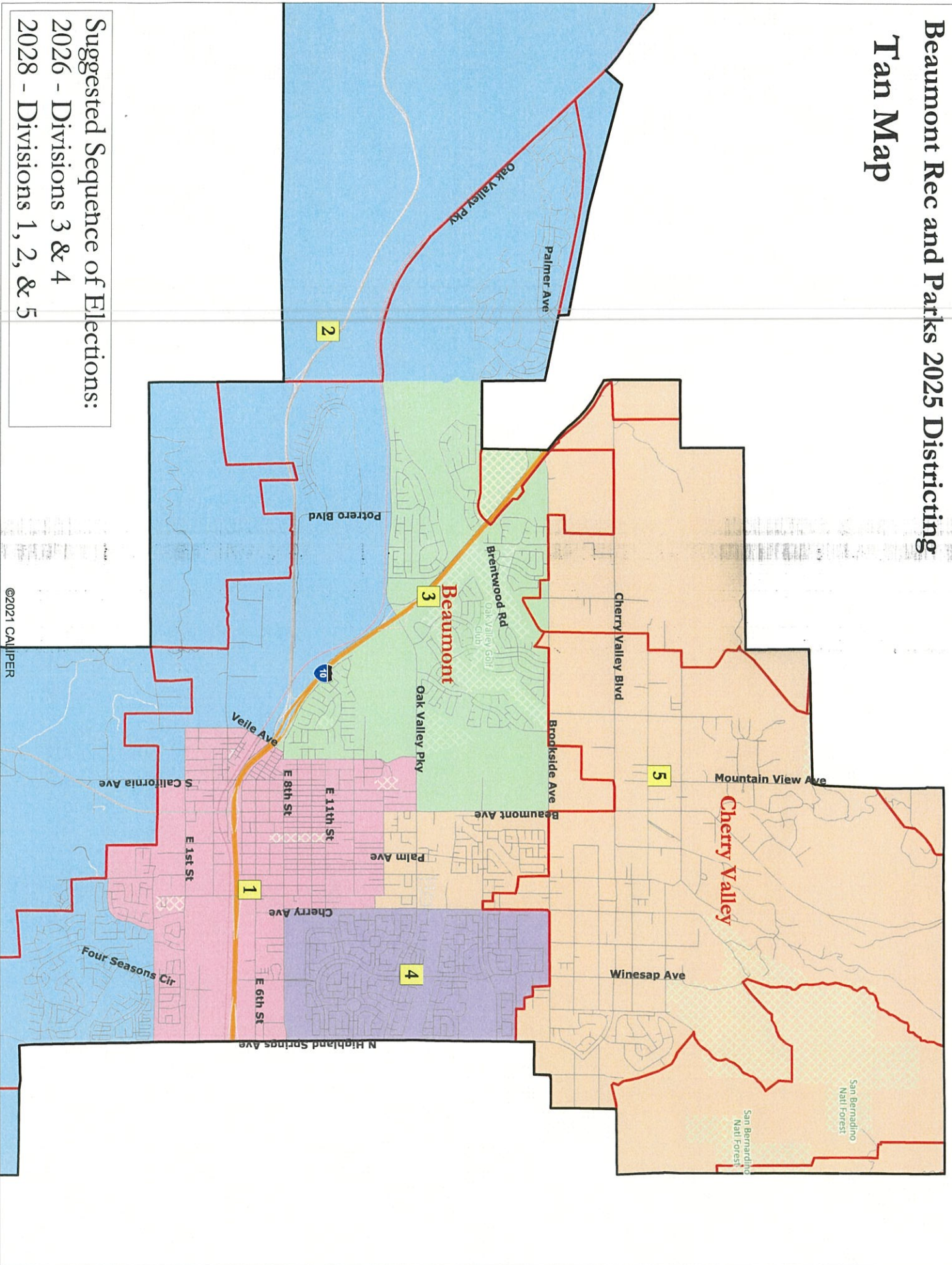
District		1	2	3	4	5	Total
	Total Pop	12,291	12,600	11,872	11,919	12,029	60,511
	Deviation from ideal	189	498	-430	-183	-73	928
	% Deviation	1.56%	4.12%	-3.55%	-1.51%	-0.60%	7.67%
Total Pop	% Hisp	55.0%	40%	38%	42%	27%	40%
	% NH White	31%	41%	35%	29%	60%	40%
	% NH Black	6%	8%	10%	12%	4%	8%
	% Asian-American	4%	8%	13%	14%	5%	9%
Citizen Voting Age Pop	Total	8,055	8,440	7,515	7,392	9,650	41,051
	% Hisp	52%	32%	33%	42%	33%	38%
	% NH White	36%	45%	39%	33%	59%	43%
	% NH Black	9%	12%	20%	13%	5%	11%
	% Asian/Pac.Isl.	2%	12%	7%	11%	2%	7%
Voter Registration (Nov 2020)	Total	5,672	7,940	7,642	7,288	8,435	36,977
	% Latino est.	47%	33%	37%	39%	23%	35%
	% Spanish-Surnamed	42%	29%	33%	35%	21%	31%
	% Asian-Surnamed	2%	2%	3%	3%	2%	2%
	% Filipino-Surnamed	1%	2%	3%	2%	1%	2%
	% NH White est.	40%	51%	46%	40%	69%	50%
% NH Black	10%	12%	12%	15%	4%	11%	
Voter Turnout (Nov 2020)	Total	2,251	4,340	3,249	3,235	5,139	18,214
	% Latino est.	36%	23%	31%	30%	18%	26%
	% Spanish-Surnamed	1%	2%	2%	2%	1%	2%
	% Asian-Surnamed	1%	2%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	2%
	% NH White est.	49%	58%	51%	48%	75%	59%
% NH Black	13%	15%	13%	18%	5%	12%	
Voter Turnout (Nov 2018)	Total	4,069	6,522	5,281	5,326	7,191	28,369
	% Latino est.	40%	27%	32%	36%	19%	29%
	% Spanish-Surnamed	52%	32%	37%	42%	22%	35%
	% Asian-Surnamed	1%	2%	2%	2%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	2%	1%	2%
	% NH White est.	48%	59%	56%	42%	73%	57%
% NH Black est.	11%	11%	9%	19%	5%	11%	
ACS Pop. Est.	Total	13,038	12,351	12,373	11,948	12,362	62,073
Age	age0-19	35%	29%	34%	33%	22%	31%
	age20-60	52%	43%	57%	48%	43%	49%
	age60plus	13%	28%	10%	19%	35%	21%
Immigration	immigrants	15%	18%	18%	15%	14%	16%
	naturalized	62%	71%	51%	78%	77%	67%
Language spoken at home	english	64%	72%	68%	72%	72%	70%
	spanish	34%	20%	20%	20%	23%	24%
	asian-lang	1%	7%	8%	4%	2%	4%
	other lang	1%	1%	4%	4%	3%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	7%	10%	7%	8%	8%
Education (among those age 25+)	hs-grad	68%	66%	56%	63%	64%	63%
	bachelor	11%	18%	18%	15%	14%	15%
	graduatedegree	5%	7%	15%	13%	12%	10%
Child in Household	child-under18	48%	35%	58%	48%	29%	42%
Pct of Pop. Age 16+	employed	64%	52%	67%	59%	48%	58%
Household Income	income 0-25k	11%	9%	3%	7%	12%	9%
	income 25-50k	23%	16%	6%	18%	16%	16%
	income 50-75k	11%	14%	9%	14%	11%	12%
	income 75-200k	49%	52%	63%	51%	50%	52%
	income 200k-plus	5%	10%	19%	11%	12%	11%
Housing Stats	single family	81%	96%	100%	95%	100%	94%
	multi-family	19%	4%	0%	5%	0%	6%
	rented	39%	16%	10%	18%	13%	19%
	owned	61%	84%	90%	82%	87%	81%

Total population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NCC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.

# Beaumont Rec and Parks 2025 Districting Tan Map



Suggested Sequence of Elections:  
2026 - Divisions 3 & 4  
2028 - Divisions 1, 2, & 5



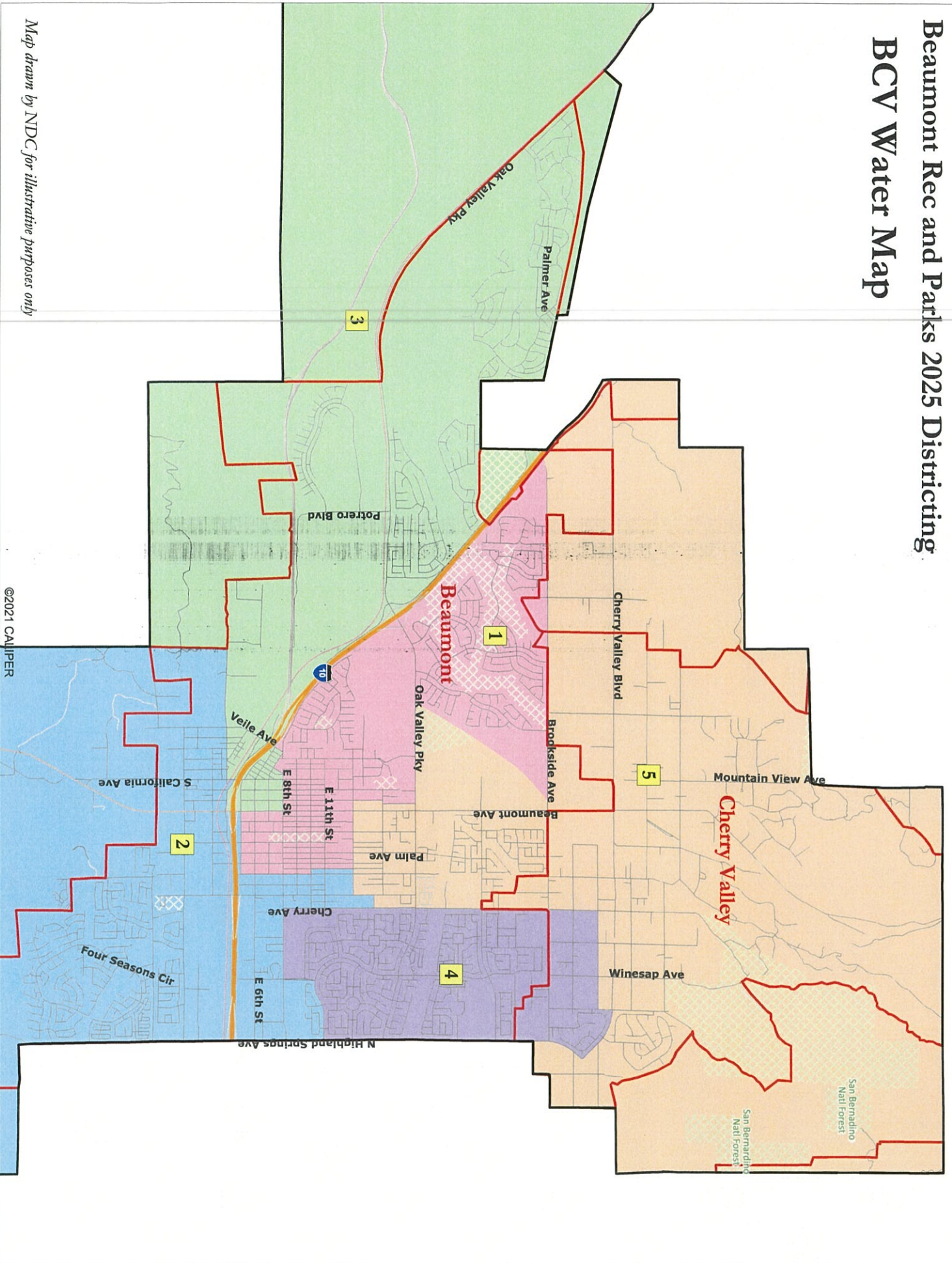
Tan							
District		1	2	3	4	5	Total
	Total Pop	12,351	11,716	12,263	11,919	12,262	60,511
	Deviation from ideal	249	-386	161	-183	160	635
	% Deviation	2.06%	-3.19%	1.33%	-1.51%	1.32%	5.25%
Total Pop	% Hisp	54.9%	32%	36%	42%	36%	40%
	% NH White	29%	43%	43%	29%	53%	40%
	% NH Black	7%	11%	7%	12%	4%	8%
	% Asian-American	6%	10%	10%	14%	4%	9%
Citizen Voting Age Pop	Total	7,594	7,809	8,634	7,392	9,622	41,051
	% Hisp	50%	26%	39%	42%	35%	38%
	% NH White	36%	48%	41%	33%	54%	43%
	% NH Black	7%	15%	14%	13%	7%	11%
	% Asian/Pac.Isl.	6%	11%	5%	11%	2%	7%
Voter Registration (Nov 2020)	Total	5,907	8,463	7,831	7,288	7,488	36,977
	% Latino est.	45%	29%	33%	39%	31%	35%
	% Spanish-Surnamed	41%	26%	30%	35%	27%	31%
	% Asian-Surnamed	2%	2%	2%	3%	1%	2%
	% Filipino-Surnamed	2%	2%	2%	2%	1%	2%
	% NH White est.	40%	53%	55%	40%	61%	50%
% NH Black	10%	13%	7%	15%	7%	11%	
Voter Turnout (Nov 2020)	Total	2,358	4,566	4,098	3,235	3,957	18,214
	% Latino est.	34%	22%	25%	30%	22%	26%
	% Spanish-Surnamed	2%	2%	2%	2%	1%	2%
	% Asian-Surnamed	2%	2%	2%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	2%	2%	1%	2%
	% NH White est.	48%	59%	63%	48%	70%	59%
% NH Black	13%	15%	8%	18%	7%	12%	
Voter Turnout (Nov 2018)	Total	4,219	6,224	6,598	5,326	6,022	28,389
	% Latino est.	41%	23%	28%	36%	24%	29%
	% Spanish-Surnamed	54%	26%	32%	42%	29%	35%
	% Asian-Surnamed	2%	2%	2%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	2%	2%	1%	2%
	% NH White est.	46%	62%	62%	42%	69%	57%
% NH Black est.	10%	11%	8%	19%	6%	11%	
ACS Pop. Est.	Total	12,478	11,260	12,773	11,948	13,613	62,073
Age	age0-19	32%	30%	28%	33%	29%	31%
	age20-60	51%	45%	50%	48%	49%	49%
	age60plus	16%	25%	23%	19%	22%	21%
Immigration	immigrants	17%	19%	17%	15%	11%	16%
	naturalized	59%	62%	67%	78%	73%	67%
Language spoken at home	english	64%	76%	63%	72%	73%	70%
	spanish	32%	13%	28%	20%	24%	24%
	asian-lang	3%	8%	6%	4%	1%	4%
	other lang	1%	3%	4%	4%	2%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	6%	12%	7%	6%	8%
Education (among those age 25+)	hs-grad	67%	61%	59%	63%	67%	63%
	bachelor	13%	20%	17%	15%	12%	15%
	graduatedegree	6%	11%	14%	13%	8%	10%
Child in Household	child-under18	44%	41%	38%	48%	40%	42%
Pct of Pop. Age 16+	employed	61%	54%	57%	59%	58%	58%
Household Income	income 0-25k	12%	6%	8%	7%	10%	9%
	income 25-50k	19%	10%	13%	18%	20%	16%
	income 50-75k	14%	12%	10%	14%	10%	12%
	income 75-200k	49%	60%	52%	51%	50%	52%
	income 200k-plus	6%	11%	17%	11%	11%	11%
Housing Stats	single family	86%	99%	100%	95%	92%	94%
	multi-family	14%	1%	0%	5%	8%	6%
	rented	34%	9%	13%	18%	23%	19%
	owned	66%	91%	87%	82%	77%	81%

Total population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.

# Beaumont Rec and Parks 2025 Districting BCV Water Map



Map drawn by NDC for illustrative purposes only

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## Beaumont-Cherry Valley Water

District		1	2	3	4	5	Total
	Total Pop	11,816	12,028	12,299	12,268	12,100	60,511
	Deviation from ideal	-286	-74	197	166	-2	483
	% Deviation	-2.36%	-0.61%	1.63%	1.37%	-0.02%	3.99%
Total Pop	% Hisp	42.3%	42%	39%	40%	38%	40%
	% NH White	43%	37%	35%	33%	50%	40%
	% NH Black	5%	10%	10%	11%	4%	8%
	% Asian-American	6%	8%	12%	13%	4%	9%
Citizen Voting Age Pop	Total	7,520	8,383	7,837	7,863	9,448	41,051
	% Hisp	45%	37%	34%	40%	37%	38%
	% NH White	47%	39%	39%	37%	53%	43%
	% NH Black	4%	14%	19%	12%	7%	11%
	% Asian/Pac-Isl.	4%	11%	7%	10%	2%	7%
Voter Registration (Nov 2020)	Total	8,996	7,224	7,890	7,702	7,165	36,977
	% Latino est.	35%	31%	38%	37%	32%	35%
	% Spanish-Surnamed	31%	28%	34%	34%	29%	31%
	% Asian-Surnamed	2%	3%	3%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	3%	2%	1%	2%
	% NH White est.	57%	49%	45%	43%	59%	50%
	% NH Black	4%	15%	11%	14%	7%	11%
Voter Turnout (Nov 2020)	Total	3,619	4,007	3,336	3,590	3,663	18,214
	% Latino est.	25%	22%	32%	28%	23%	28%
	% Spanish-Surnamed	2%	2%	2%	2%	1%	2%
	% Asian-Surnamed	2%	2%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	2%	2%	2%	1%	2%
	% NH White est.	66%	57%	51%	52%	68%	59%
	% NH Black	5%	18%	13%	17%	7%	12%
Voter Turnout (Nov 2018)	Total	5,783	5,746	5,441	5,687	5,732	28,389
	% Latino est.	28%	27%	32%	34%	26%	29%
	% Spanish-Surnamed	35%	33%	38%	39%	31%	35%
	% Asian-Surnamed	2%	2%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	2%	2%	2%	1%	2%
	% NH White est.	63%	54%	55%	46%	67%	57%
	% NH Black est.	6%	15%	9%	17%	6%	11%
ACS Pop. Est.	Total	11,125	12,100	12,965	12,337	13,546	62,073
Age	age0-19	28%	28%	33%	33%	29%	31%
	age20-60	45%	43%	57%	47%	49%	49%
	age60plus	28%	28%	10%	20%	21%	21%
Immigration	immigrants	17%	18%	18%	14%	11%	16%
	naturalized	68%	73%	51%	76%	71%	67%
Language spoken at home	english	62%	73%	68%	72%	72%	70%
	spanish	32%	20%	21%	20%	25%	24%
	asian-lang	3%	7%	7%	4%	1%	4%
	other lang	3%	1%	4%	4%	2%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	8%	10%	7%	7%	8%
Education (among those age 25+)	hs-grad	65%	64%	56%	63%	68%	63%
	bachelor	13%	19%	18%	14%	12%	15%
	graduatedegree	9%	9%	14%	12%	8%	10%
Child in Household	child-under18	34%	36%	57%	47%	41%	42%
Pct of Pop. Age 16+	employed	55%	50%	66%	59%	58%	58%
Household Income	income 0-25k	13%	9%	4%	7%	10%	9%
	income 25-50k	18%	16%	7%	18%	20%	16%
	income 50-75k	10%	15%	10%	14%	10%	12%
	income 75-200k	50%	51%	61%	50%	51%	52%
	income 200k-plus	8%	9%	18%	11%	10%	11%
Housing Stats	single family	94%	94%	98%	95%	91%	94%
	multi-family	6%	6%	2%	5%	9%	6%
	rented	25%	19%	12%	16%	24%	19%
	owned	75%	81%	88%	84%	76%	81%

Total population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2013-2017 American Community Survey and Special Tabulation 5-year data.



## **Staff Report**

Agenda Item No. **6.2**

**To:** Board of Directors

**From:** Noah Valdivia, Athletic Facilities Manager

**Via:** Mickey Valdivia, General Manager

**Date:** February 12, 2025

**Subject:** Approval of 2025 The Drake Raceway at Noble Creek FULA

### **Background and Analysis:**

The Thunder Alley RC Racetrack was established circa 2003 at Noble Creek Regional Park. Originally located north of the power lines, where the proposed Field 8 is now planned, the track was relocated to its current site following multiple complaints from nearby homeowners. Over the past 20+ years, the racetrack has seen several different operators and has been enjoyed by many enthusiasts from all over the world. The RC racetrack has truly been a unique asset to the district.

At the October 2024 BCVRPD board meeting the board directed staff to send out a Request for Proposals (RFP) to entertain the possibility of having a new track operator. On January 16, 2025, the RFP was officially closed. When the RFP was issued, Ronda and Adam Drake were the only group to submit a proposal. On January 28, 2025, the BCVRPD Facilities Committee met with the Drakes to review their proposal. After deliberations ensued, an agreement was reached regarding the terms of the proposed contract, which is attached for your reference. Staff and the BCVRPD facilities committee are confident that Drakes are more than competent operators. We believe that the Drakes can restore the RC racetrack to once again being a unique recreational amenity offered by the district.

### **Fiscal Impact:**

The Thunder Alley RC Racetrack is a for-profit business that will remit a monthly rent of \$500 to BCVRPD, in addition to covering utility costs for electricity and water. Furthermore, BCVRPD has proposed a \$50 rent increase in 2026. Additionally, the Drakes have committed to paying \$1 per racer during larger events hosted at the track.

### **Recommendations:**

Staff recommends that the Board of Directors review, provide feedback, and approve the proposed 2025-2026 Facility Use and Lease Agreement (FULA) for The Drake Raceway at Noble Creek. Furthermore, staff recommends that the General Manager be authorized to make non-substantial amendments to the agreement, as necessary.

Respectfully Submitted,

Noah Valdivia, Athletic Facilities Manager



## Beaumont-Cherry Valley Recreation and Park District

### FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated March 1<sup>st</sup>, 2025 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and THE DRAKE RACEWAY AT NOBLE CREEK. BCVRPD and “THE DRAKE RACEWAY AT NOBLE CREEK” may be referred to herein generically as the “Party” or collectively as the “Parties”.

#### RECITALS

1. Whereas, BCVRPD owns and operates the NOBLE CREEK REGIONAL PARK located at 650 W. OAK VALLEY PARKWAY BEAUMONT, CA, 92223.
2. Whereas, THE DRAKE RACEWAY AT NOBLE CREEK desires to utilize BCVRPD facilities between March 1, 2025 and December 31, 2026 for RC RACEWAY TRACK PRACTICE, EVENTS AND PLAY.
3. Whereas, THE DRAKE RACEWAY AT NOBLE CREEK represents that it has the skill, ability, and personnel to operate such an RC RACEWAY TRACK.

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

#### TERMS

- I. Authorization of Facility Rental
  - i. BCVRPD hereby authorizes The Drake Raceway at Noble Creek to rent the Noble Creek Regional Park for the operation of events and activities on the RC raceway track during regular operating hours. The operating hours are as follows:
    - i. Tuesdays - Thursdays: 5:00 PM to 10:00 PM
    - ii. Fridays: 11:00 AM to 10:00 PM
    - iii. Saturdays: 9:00 AM to 10:00 PM
    - iv. Sundays: 9:00 AM to 5:00 PM
  - ii. Events and use of the raceway track are subject to availability, and any changes to the operating hours will be communicated by BCVRPD staff.



## Beaumont-Cherry Valley Recreation and Park District

iii. Special Event Dates

The race dates for 2025 and 2026 will be amended into this contract following approval by the Athletic Facilities Coordinator, General Manager and the signing of both parties. Any dates requested after the signing of the amendments will require approval by the Athletic Facilities Coordinator.

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II. Building/facility availability and ALL EVENTS are subject to all applicable federal, state, and local laws and regulations, as amended from time to time.

- i. BUILDING AVAILABILITY, FACILITY USE, AND MEETING DATES FOR 2025 and 2026 ARE NOT GUARANTEED.
- ii. THE DRAKE RACEWAY AT NOBLE CREEK must get approval for any other usage of NOBLE CREEK REGIONAL PARK or any other property of the district for any other reason through the district office at regular rental prices.
- iii. In the case there are ROOM CAPACITY restrictions, THE DRAKE RACEWAY AT NOBLE CREEK shall be required to assign time slots to users to maintain groups AT CAPACITY ALLOWED PER GOVERNOR'S ORDERS, as they are updated.

III. This agreement includes access to NOBLE CREEK REGIONAL PARK and surrounding parking. Specialty equipment needed to operate NOBLE CREEK REGIONAL PARK will not be the responsibility of BCVRPD.

- i. Access to the parking area is by first request of event dates through the Athletic Facilities Manager or General Manager of the District.
- ii. The dog park/tennis court parking lot spaces are not to be used by THE DRAKE RACEWAY AT NOBLE CREEK patrons, employees, or volunteers except appropriate handicap placard vehicles.
- iii. During events in the horse arena BCVRPD will designate parking for THE DRAKE RACEWAY AT NOBLE CREEK. Parking north of the horse arena will be designated to the horse arena user(s) only.
- iv. The district has designated Board approved Parking fees, all patrons, employees, and/or volunteers will be charged a \$5.00 parking fee.



## Beaumont-Cherry Valley Recreation and Park District

- IV. BCVRPD will give notice to THE DRAKE RACEWAY AT NOBLE CREEK if there is another event taking place at the NOBLE CREEK REGIONAL PARK that could interfere with any dates in their agreement.
- V. The Drake Raceway at Noble Creek will comply with all applicable law, rules, & regulations per state of California regarding covid-19 requirements
  - i. THE DRAKE RACEWAY AT NOBLE CREEK shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
  - ii. THE DRAKE RACEWAY AT NOBLE CREEK agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
  - iii. THE DRAKE RACEWAY AT NOBLE CREEK further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke THE DRAKE RACEWAY AT NOBLE CREEK right to use of the facility under this agreement should THE DRAKE RACEWAY AT NOBLE CREEK fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken, or stolen items that THE DRAKE RACEWAY AT NOBLE CREEK chooses to store in or around the facility.
  - i. THE DRAKE RACEWAY AT NOBLE CREEK must get prior approval for any stored items on the district property.
  - ii. THE DRAKE RACEWAY AT NOBLE CREEK will provide an inventory list of all items stored in NOBLE CREEK COMMUNITY PARK and the square footage needed to store the items.
  - iii. THE DRAKE RACEWAY AT NOBLE CREEK will provide a set of keys or combinations to the district to anything stored on the district property.
  - iv. The Drake Racing Corp shall lock and clean the restrooms next to the RC TRACK at the conclusion of each event day.
  - v. THE DRAKE RACEWAY AT NOBLE CREEK will not store any hazardous materials on BCVRPD property without prior approval from all regulatory agencies. And agree to disclose and properly label any materials approved.
- VII. Fees, payable to BCVRPD for the above, shall be as follows:



## Beaumont-Cherry Valley Recreation and Park District

- i. The following fees are good through the dates of this agreement.
  - ii. (\$500.00 Per Month), THE DRAKE RACEWAY AT NOBLE CREEK will be charged per month the difference in the meter readings at \$1.31 for water and .53 for Electricity (KWH). In 2026 there will be a (\$50.00) rent increase in monthly rent dues.
  - iii. Payable within (10) days after, the Executive Assistant has invoiced for the month and emails (rondar.drake@gmail.com).
  - iv. A late fee of \$25.00 will be added if not paid within 15 days of payment due date.
  - v. There will be a \$35.00 fee payable in cash on all returned checks. This fee is required to restore the contract.
  - vi. Adam Drake agrees to replace the remaining damaged fencing around and in front of the track with 9-gauge chain link fencing with top and bottom rail by July 1<sup>st</sup>, 2025. The deadline will be extended if front sidewalk project is not completed by then.
- VIII. THE DRAKE RACEWAY AT NOBLE CREEK shall, during scheduled use perform set-up and take-down of all chairs and tables and be responsible for the general cleanliness of the track and surrounding area after every use.
- i. THE DRAKE RACEWAY AT NOBLE CREEK shall not permit gatherings beyond that of RC RACES AND PRACTICES before or after track use.
  - ii. THE DRAKE RACEWAY AT NOBLE CREEK members, volunteers, and/or patrons will be limited to gatherings of (10) total people OR in compliance with CALIFORNIA STATE GOVERNOR'S COVID- 19 ORDERS, as they are updated: at any given time for each practice, race, or event.
  - iii. THE DRAKE RACEWAY AT NOBLE CREEK agrees to CALIFORNIA STATE GOVERNOR'S ORDERS and shall clean restroom facilities following each use of THE DRAKE RACEWAY AT NOBLE CREEK with CDC approved COVID-19 viral cleaning products.
  - iv. Cleanliness of the walkways and bathrooms shall be the responsibility of THE DRAKE RACEWAY AT NOBLE CREEK during and after all facility use. The sidewalk south of RC RACEWAY TRACK will be swept and clean after each event.





## Beaumont-Cherry Valley Recreation and Park District

- i. THE DRAKE RACEWAY AT NOBLE CREEK will be billed for the labor to clean walkway in the event they are not cleaned up after use.
  - v. THE DRAKE RACEWAY AT NOBLE CREEK will remove all trash after each use.
  - vi. THE DRAKE RACEWAY AT NOBLE CREEK agrees to inform BCVRPD ATHLETIC FACILITIES MANAGER two weeks in advance when additional trash cans are to be used. THE DRAKE RACEWAY AT NOBLE CREEK will plan for the additional trash bins needed. BCVRPD will allot space for additional trash bins.
- IX. THE DRAKE RACEWAY AT NOBLE CREEK shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to THE DRAKE RACEWAY AT NOBLE CREEK use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- X. THE DRAKE RACEWAY AT NOBLE CREEK agrees to CDC Guidelines and shall clean restroom facilities each hour of use with CDC approved COVID-19 viral cleaning products.
- XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of THE DRAKE RACEWAY AT NOBLE CREEK and must meet all City/County/State legal standards.
- XII. BCVRPD is routinely doing upgrades to our facilities. During this time THE DRAKE RACEWAY AT NOBLE CREEK could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign THE DRAKE RACEWAY AT NOBLE CREEK to another facility if THE DRAKE RACEWAY AT NOBLE CREEK should become unavailable due to an emergency.
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. THE DRAKE RACEWAY AT NOBLE CREEK shall not duplicate any keys. If a key is lost or stolen THE DRAKE RACEWAY AT NOBLE CREEK shall immediately report the loss to BCVRPD. THE DRAKE RACEWAY



## Beaumont-Cherry Valley Recreation and Park District

AT NOBLE CREEK will be charged the cost for the re-keying of the building and for manufacture of new keys.

- i. THE DRAKE RACEWAY AT NOBLE CREEK must supply the district with one key to property in case of an emergency, the district will make every effort to contact THE DRAKE RACEWAY AT NOBLE CREEK in the event that the property must be accessed. If the District must cut locks for entry THE DRAKE RACEWAY AT NOBLE CREEK will be responsible for any new locks and keys that need to be made.
- XVI. THE DRAKE RACEWAY AT NOBLE CREEK will provide the district with a list of anyone that has been issued keys and for what locations.
- XVII. THE DRAKE RACEWAY AT NOBLE CREEK shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- XIX. THE DRAKE RACEWAY AT NOBLE CREEK will be responsible for any charges incurred by a false alarm to the NOBLE CREEK REGIONAL PARK from any THE DRAKE RACEWAY AT NOBLE CREEK members, volunteers, and/or patrons.
- XX. THE DRAKE RACEWAY AT NOBLE CREEK will provide the district with a list of anyone that has been issued with the assigned alarm code.
- XXI. THE DRAKE RACEWAY AT NOBLE CREEK shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXII. THE DRAKE RACEWAY AT NOBLE CREEK will be responsible for any damage to the facility caused by THE DRAKE RACEWAY AT NOBLE CREEK members, volunteers, and/or patrons. BCVRPD will repair damages and bill the cost to THE DRAKE RACEWAY AT NOBLE CREEK.
- XXIII. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- XXIV. THE DRAKE RACEWAY AT NOBLE CREEK members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.



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- i. THE DRAKE RACEWAY AT NOBLE CREEK members, volunteers, and patrons agree to always cooperate fully with all other facility users and District representatives in a professional and courteous manner.
- XXV. THE DRAKE RACEWAY AT NOBLE CREEK agrees they will not have any vendors during their events. However, vendors can contact BCVRPD for the opportunity to display their goods with District approval only.
- XXVI. THE DRAKE RACEWAY AT NOBLE CREEK will have the opportunity to place advertisement banners on RC RACEWAY TRACK inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of THE DRAKE RACEWAY AT NOBLE CREEK. Any banner deemed inappropriate by the District Standards will require immediate removal. If the banner is not removed in a timely manner the district will remove the banner.
- XXVII. All participants wanting to camp on District property must call the district office and pay required District RV fees, placement of camp sites will be by District approval only. If illegal camping for RC Event occurs, THE DRAKE RACEWAY AT NOBLE CREEK will be billed for all illegal camper(s) and towing expenses if necessary.
- XXVIII. Noble Creek Community Park is one of Riverside County's Fire Camp bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXIX. THE DRAKE RACEWAY AT NOBLE CREEK shall maintain its own liability insurance, naming BCVRPD as additionally insured.
- XXX. **INDEMNIFICATION**
  - i. **THE DRAKE RACEWAY AT NOBLE CREEK** shall indemnify, defend, and hold harmless **BCVRPD**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to **THE DRAKE RACEWAY AT NOBLE CREEK**'s use or occupancy of a facility or property controlled by the **BCVRPD**, unless solely caused by the gross negligence or willful misconduct of **BCVRPD**, its officers, employees, or agents.
- XXXI. **INSURANCE REQUIREMENTS**
  - i. General liability insurance: **THE DRAKE RACEWAY AT NOBLE CREEK** shall procure and maintain, for the duration of the use period



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contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability

- ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. **THE DRAKE RACEWAY AT NOBLE CREEK** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days' notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **BCVRPD**'s self-insurance pool.
- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If **THE DRAKE RACEWAY AT NOBLE CREEK** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by **THE DRAKE RACEWAY AT NOBLE CREEK**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

### XXXII. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- i. A **THE DRAKE RACEWAY AT NOBLE CREEK** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.



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- ii. **THE DRAKE RACEWAY AT NOBLE CREEK** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. **THE DRAKE RACEWAY AT NOBLE CREEK** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- iv. **BCVRPD** reserves the right to immediately revoke **THE DRAKE RACEWAY AT NOBLE CREEK** 's right to use of the facility under this agreement should **THE DRAKE RACEWAY AT NOBLE CREEK** fail to comply with any provision of this section.

### XXXIII. **FORCE MAJEURE**

- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **BCVRPD** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. **THE DRAKE RACEWAY AT NOBLE CREEK** waives any right of recovery against **BCVRPD** and **THE DRAKE RACEWAY AT NOBLE CREEK** shall not charge results of "acts of God" to **BCVRPD**, its officers, employees, or agents.

XXXIV. A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- i. An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.



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- iii. The insurance provided must be primary and noncontributory and include an endorsement.
- iv. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- v. Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- vi. Certificates of Liability Insurance must include the policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
  - i. The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- vii. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- viii. Minimum liability limits are as follows:
  - o \$2,000,000 General Aggregate
  - o \$1,000,000 Per Occurrence
  - o \$1,000,000 Automotive
  - o \$1,000,000 Personal & Advertising Injury
  - o \$1,000,000 Products Completed-Operations
  - o \$1,000,000 Sexual Abuse and Molestation

Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

- ix. **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage is \$2,000,000 per occurrence and \$4,000,000 in general aggregate.**



## Beaumont-Cherry Valley Recreation and Park District

- x. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

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XXXV. The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Beaumont-Cherry Valley Recreation and Park District, Its Directors, Officers, Agents, Volunteers, and Employees  
390 W Oak Valley Pkwy, Beaumont, CA 92223**

Cancellation Clause must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."

No blanket endorsements will be accepted.

- i. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
  - i. Coverage shall not be suspended, voided, reduced, or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  - ii. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
  - iii. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
  - iv. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. THE DRAKE RACEWAY AT NOBLE CREEK shall guarantee that, at the option of the BCVRPD, either:



## Beaumont-Cherry Valley Recreation and Park District

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
2. THE DRAKE RACEWAY AT NOBLE CREEK shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

XXXVII. THE DRAKE RACEWAY AT NOBLE CREEK shall defend, with counsel of its choosing and at THE DRAKE RACEWAY AT NOBLE CREEK own cost, expense, and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors,





## Beaumont-Cherry Valley Recreation and Park District

officials, officers, employees, volunteers and agents. THE DRAKE RACEWAY AT NOBLE CREEK shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. THE DRAKE RACEWAY AT NOBLE CREEK shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.

### XXXVIII. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

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

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

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

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

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

- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223



## Beaumont-Cherry Valley Recreation and Park District

- ii. THE DRAKE RACEWAY AT NOBLE CREEK  
c/o Adam Drake  
600 W Ave L #231  
Calimesa CA 92320

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

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- XLIII. This agreement is to be effective on March 1, 2025, and end on December 31, 2026. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.
- XLIV. The recitals above are true and correct and are incorporated herein by this reference.
- XLV. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

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

\_\_\_\_\_  
Mickey Valdivia, General Manager, BCVRPD

\_\_\_\_\_  
Adam Drake, Owner, (The Drake Raceway  
at Noble Creek)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Staff Report

Agenda Item No. **6.3**

**To:** Board of Directors

**From:** Noah Valdivia, Athletic Facilities Manager

**Via:** Mickey Valdivia, General Manager

**Date:** February 12, 2025

**Subject:** Approval of 2025 Cherry Valley Horsemen's Association FULA

### **Background and Analysis:**

The **California Association for Park & Recreation Indemnity (CAPRI)** is a risk management pool providing comprehensive insurance and risk management services to park and recreation agencies across California. CAPRI's offerings include liability, property, workers' compensation, and other essential coverage designed to protect public entities from financial risk. Additionally, CAPRI supports its members through safety programs, risk reduction initiatives, training, resources, and expert guidance.

The **Beaumont-Cherry Valley Recreation and Park District (BCVRPD)** has been a member of CAPRI since 1986 and currently benefits from these services, alongside 64 other districts.

CAPRI has recently increased the minimum insurance coverage requirements for sports organizations, including an additional Sexual Assault and Molestation (SAM) coverage for organizations that engage with minors. This adjustment impacts organizations like the Cherry Valley Horsemen's Association (CVHA), which, like many others, faces increased costs due to the updated insurance requirements. The enhanced coverage is designed to provide stronger protection for CVHA, BCVRPD, and the families involved, particularly in cases of injury or allegations.

BCVRPD and CVHA are currently in the second year of a three-year agreement (2024-2026), which includes a price escalation for arena rental. The breakdown is as follows:

- 2024: \$160 per show
- 2025: \$180 per show
- 2026: \$200 per show

For comparison, non-local groups like the Hemet Valley Gymkhana Club pay \$400 per show, plus additional fees for light use (\$100) and arena drag requests (\$100). In 2025, CVHA hosted five shows, two of which were canceled due to rain, and one was impacted by a flooding issue related to the arena's irrigation system. As a result, CVHA paid \$665 total for the five shows, averaging \$133 per show. This discounted rate was provided by the General Manager to account for the lost revenue due to the cancellations.

## **Fiscal Impact:**

Staff have outlined four options for addressing the insurance coverage and arena rental costs for CVHA in 2025:

1. Option 1: Allow CVHA to maintain \$1,000,000 general liability and \$3,000,000 general aggregate insurance coverage, without SAM coverage.  
Estimated cost: **\$800** for 2025.
2. Option 2: Allow CVHA to maintain \$1,000,000 general liability and \$3,000,000 general aggregate insurance coverage, with the recommended \$1,000,000 SAM coverage.  
Estimated cost: **\$1,300** for 2025 (\$800 for general liability/aggregate + \$500 for SAM coverage).
3. Option 3: Require CVHA to increase insurance coverage to the recommended minimums of \$2,000,000 general liability and \$4,000,000 general aggregate, including the \$1,000,000 SAM coverage.  
Estimated cost: **\$3,200** for 2025 (\$2,700 for general liability/aggregate + \$500 for SAM coverage).
4. Option 4: Require CVHA to increase insurance coverage to the recommended minimums of \$2,000,000 general liability and \$4,000,000 general aggregate, including the \$1,000,000 SAM coverage. To offset the additional costs, BCVRPIC would offer a one-time \$1,500 subsidy for the 2025 season. Additionally, BCVRPD would offer a reduced arena rental rate of \$112.50 per show, bringing the total insurance-related cost to \$800 (the estimated 2025 cost if insurance requirements had not changed).  
Estimated cost: **\$1,700** for 2025 (\$2,700 for general liability/aggregate + \$500 for SAM coverage - \$1,500 subsidy).

## **Recommendations:**

Staff recommends Option 3 or 4, which aligns with the expert guidance from CAPRI and ensures the highest level of protection for both CVHA and BCVRPD. To assist CVHA in managing the increased costs, a one-time \$1,500 subsidy from the Beaumont-Cherry Valley Recreation and Park Improvement Corporation will be provided for 2025. This subsidy will give CVHA time to adjust its financial planning in preparation for the 2026 season.

By approving Option 3 or 4, the Board will ensure CVHA's compliance with updated insurance requirements while providing financial support to ease the transition. This approach balances the need for adequate coverage with the practical considerations of CVHA's budgetary constraints.

Respectfully Submitted,



Noah Valdivia  
Athletic Facilities Manager



### Contract Amendment

This Contract Amendment (the "Amendment") is made between Beaumont-Cherry Valley Recreation and Park District and Cherry Valley Horseman Association on this 12 day of February 2025. This Amendment is to the contract entitled Facility Use License Agreement originally executed on the 24 day of January 2024.

The contract is amended as follows:

2025 CVHA arena rental dates - February 8th, March 8th, March 22nd, April 12th, May 10th, June 14th, July 12th, August 9th, and August 23rd as a makeup day if needed. Attached are the updated insurance requirements and language as provided by CAPRI.

The below-listed changes are the only changes to the original above-referenced contract. The original contract is attached as **Exhibit** 1/FUA. The remainder of the original contract shall remain in full force and effect.

Should there be any conflict between this Amendment and the Contract or any previous Amendment, the terms of this Amendment shall prevail. This Contract Amendment shall become effective upon the signatures of both Parties.

**Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

## Updated CAPRI Insurance Requirements

### I. INDEMNIFICATION

- i. The **Cherry Valley Horsemens Association** shall indemnify, defend, and hold harmless **BCVRPD**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **Cherry Valley Horsemens Association** use or occupancy of a facility or property controlled by the **BCVRPD**, unless solely caused by the gross negligence or willful misconduct of **BCVRPD**, its officers, employees, or agents.

### II. INSURANCE REQUIREMENTS

- i. General liability insurance: The **Cherry Valley Horsemens Association** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
- ii. Such insurance shall name **BCVRPD**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **Cherry Valley Horsemens Association** shall file certificates of such insurance with the **BCVRPD**, which shall be endorsed to provide thirty (30) days’ notice to the **BCVRPD** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **BCVRPD** may deny access to the facility.
- iii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the **BCVRPD**’s self-insurance pool.
- iv. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all

inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **Cherry Valley Horsemens Association** maintains higher limits than the minimums shown above, the **BCVRPD** requires and shall be entitled to coverage for the higher limits maintained by the **Cherry Valley Horsemens Association**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BCVRPD**.

### III. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- i. The **Cherry Valley Horsemens Association** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- ii. The **Cherry Valley Horsemens Association** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- iii. The **Cherry Valley Horsemens Association** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- iv. **BCVRPD** reserves the right to immediately revoke **Cherry Valley Horsemens Association**'s right to use of the facility under this agreement should **Cherry Valley Horsemens Association** fail to comply with any provision of this section.

### IV. FORCE MAJEURE

- i. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **BCVRPD** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **Cherry Valley Horsemens Association** waives any right of recovery against **BCVRPD** and the **Cherry Valley Horsemens Association** shall not charge results of "acts of God" to **BCVRPD**, its officers, employees, or agents.

V. A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- i. An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and

conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy.”

- ii. It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- iii. Insurance provided must be primary and noncontributory and include an endorsement.
- iv. The Facility User’s General Liability and Workers’ Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- v. Renters who have employees are required to carry workers’ compensation and have an agreement/endorsement of waiver of subrogation for workers’ compensation for employee injury/illness.
- vi. Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
  - i. The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- vii. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- viii. Minimum liability limits are as follows:
  - o \$2,000,000 General Aggregate
  - o \$1,000,000 Per Occurrence
  - o \$1,000,000 Automotive
  - o \$1,000,000 Personal & Advertising Injury
  - o \$1,000,000 Products Completed-Operations
  - o \$1,000,000 Sexual Abuse and Molestation

Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

- ix. **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant



Accident Insurance. **Minimum coverage 2M per occurrence and 4M in general aggregate.**

- x. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

VI. The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Beaumont-Cherry Valley Recreation and Park District, Its Directors, Officers,  
Agents, Volunteers, and Employees  
390 W Oak Valley Pkwy, Beaumont, CA 92223**

Cancellation Clause must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."

No blanket endorsements will be accepted.



# Beaumont-Cherry Valley Recreation and Park District

## FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement (the “Agreement”), dated January 1, 2024 for purposes of reference, is entered into by and between the Beaumont-Cherry Valley Recreation and Park District (“BCVRPD”) and CHERRY VALLEY HORSEMEN’S ASSOCIATION, INC. (“CVHA”). BCVRPD and CVHA may be referred to herein generically as the “Party” or collectively as the “Parties”.

### RECITALS

1. Whereas, BCVRPD owns and operates the ETI BUILDING/HORSE ARENA located at 650 W OAK VALLEY PARKWAY, BEAUMONT, CA, 92223.
2. Whereas, CVHA desires to utilize BCVRPD facilities between January 1, 2024 and December 31, 2026 for HORSE SHOWS AND MEETINGS.
3. Whereas, CVHA represents that it has the skill, ability and personnel to operate such SHOWS AND MEETINGS.

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

### TERMS

- I. BCVRPD shall authorize CVHA rental of the ETI BUILDING/HORSE ARENA, FOR GYMKHANA EVENTS, FEBRUARY 10<sup>TH</sup>, MARCH 9<sup>TH</sup>, APRIL 13<sup>TH</sup>, MAY 11<sup>TH</sup>, JUNE 8<sup>TH</sup>, JUNE 29<sup>TH</sup>, JULY 13<sup>TH</sup>, and AUGUST 10<sup>TH</sup> FROM 7AM-4PM, AND A RAIN MAKE UP OF AUGUST 31<sup>ST</sup> IF NEEDED.
  - i. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.
- II. Building availability and ALL CLUB MEETINGS and EVENTS are subject to applicable federal, state, and local laws and regulations, as amended from time to time.
  - i. BUILDING AVAILABILITY, FACILITY USAGE, AND MEETING DATES FOR 2024 THROUGH 2026 ARE NOT GUARANTEED.
  - ii. CVHA must get approval for any other usage of ETI BUILDING/HORSE ARENA or any other property of the District for any other reason through the District office at regular rental prices.
  - iii. In the case there are ROOM CAPACITY restrictions, CVHA shall be required to assign time slots to users to maintain groups AT ALLOWED CAPACITY.



## Beaumont-Cherry Valley Recreation and Park District

- III. This agreement includes full access to ETI BUILDING/HORSE ARENA and surrounding parking. Specialty equipment needed to operate the ETI BUILDING/HORSE ARENA will not be the responsibility of BCVRPD.
  - i. Access to the parking area is by first request of event dates through the Athletic Facilities Coordinator or General Manager of the District.
  - ii. During events at the RC Raceway, BCVRPD has designated all parking north of horse arena for CVHA use only; the parking in front of RC Raceway will be designated to the Raceway user(s) only.
  - iii. The District has designated Board approved parking fees days, all patrons, employees, and/or volunteers of CVHA will be charged \$5.00 parking fee.
- IV. BCVRPD will give notice to CVHA if there is another event taking place at the ETI BUILDING/HORSE ARENA that could interfere with any dates in their agreement.
- V. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS PER STATE OF CALIFORNIA REGARDING COVID-19 REQUIREMENTS
  - i. CVHA shall comply with all federal, state, and local laws and regulations related to the use of the facility and public gatherings.
  - ii. CVHA agrees to abide by all applicable federal, state, and local accessibility standards and regulations.
  - iii. CVHA further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
  - iv. BCVRPD reserves the right to immediately revoke CVHA right to use of the facility under this agreement should CVHA fail to comply with any provision of this section.
- VI. BCVRPD and its employees are not responsible for any misplaced, broken or stolen items that CVHA chooses to store in or around the facility.
  - i. CVHA must get prior approval for any stored items on the district property.
  - ii. CVHA will provide an inventory list of all items stored in/or around the ETI BUILDING/HORSE ARENA and the square footage needed to store the items.
  - iii. CVHA will provide a set of keys or combinations to the District to anything stored on the district property.
  - iv. CVHA will not hold BCVRPD responsible for lost or spoiled items kept in the refrigerator which is stored in the ETI BUILDING. In addition, CVHA gives



## Beaumont-Cherry Valley Recreation and Park District

permission to BCVRPD to use the refrigerator if the refrigerator is needed for an event outside of CVHA.

i. The refrigerator must be in working order.

VII. CVHA, agrees to abide by their BCVRPD APPROVED COVID-19 CLEANING AND GATHERING PROTOCOL PROCEDURE DOCUMENT. The new policy and procedures will be attached at the back of this Facility Use License Agreement.

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

i. The following fees are good through the dates of this agreement.

ii. \$160.00 in 2024, \$180.00 in 2025, and \$200.00 in 2026.

iii. Payable within (10) days after Financial Services Technician invoices for the month and emails to melody92223@gmail.com.

iv. A late fee of \$25.00 will be added if not paid within 15 days of the payment due date.

v. There will be a \$35.00 fee payable in cash for all returned checks. This fee is required in order to restore the contract.

IX. CVHA agrees to abide by their newly submitted policy and procedure document submitted to BCVRPD.

X. CVHA shall during scheduled use perform set-up and take-down of all chairs, tables, equipment and be responsible for the general cleanliness of the building after use.

i. CVHA shall not permit gatherings beyond that of HORSE EVENTS before or after arena use.

ii. CVHA agrees to CDC Guidelines and shall clean restroom facilities and share all used surfaces in the ETI BUILDING each hour of use with CDC approved COVID-19 viral cleaning products.

iii. Cleanliness of the ETI Building/Horse Arena shall be the responsibility of CVHA during and after all facility use.

iv. CVHA will remove all trash to the trash containers after each use.

XI. Any building upgrades or permanent fixtures must be approved by BCVRPD prior to construction. Any licenses, fees, permits will be the responsibility of CVHA and must meet all City/County/State legal standards.



## Beaumont-Cherry Valley Recreation and Park District

- XII. BCVRPD is routinely doing upgrades to our facilities. During this time CVHA could have limited or no access during these upgrades. There will be no reimbursement for loss of anticipated revenue.
- XIII. All fundraisers are subject to prior approval by the Board of Directors of BCVRPD.
- XIV. BCVRPD reserves the right to reassign CVHA to another facility if the ETI BUILDING/HORSE ARENA should become unavailable due to an emergency.
- 
- XV. All keys shall be issued by BCVRPD. Keys must be returned to the District Office at the end of the agreement. CVHA shall not duplicate any keys. If a key is lost or stolen CVHA shall immediately report the loss to BCVRPD. CVHA will be charged the cost for the re-keying of the building and for manufacture of new keys.
- XVI. CVHA will provide the District a list of anyone that has been issued keys and for what location.
- XVII. CVHA shall not make any changes to lock(s) on District property.
- XVIII. Alarm codes shall be issued by BCVRPD. Alarm codes should only be shared with members that are issued keys.
- i. CVHA will be responsible for any charges incurred by a false alarm to the ETI BUILDING/HORSE ARENA from any CVHA members, volunteers and/or patrons entering the building.
- XIX. CVHA will provide the District a list of anyone that has been issued the assigned alarm code.
- XX. CVHA shall promptly report any maintenance issues encountered during its use of the buildings in writing to BCVRPD. BCVRPD will address reported issues.
- XXI. CVHA members, volunteers, and/or patrons shall not address staff. Any questions or concerns contact the Athletic Facilities Coordinator.
- XXII. CVHA members, volunteers, and/or patrons shall not enter BCVRPD MAINTENANCE YARD for any reason.
- XXIII. FORCE MAJEURE  
Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, BCVRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. CVHA waives any right of recovery against BCVRPD and CVHA shall not charge results of "acts of God" to BCVRPD, its officers, employees, or agents.



## Beaumont-Cherry Valley Recreation and Park District

- XXIV. CVHA will be responsible for any damage to the facility caused by CVHA members, volunteers, and/or patrons. BCVRPD will repair the damages and bill the cost to CVHA.
- XXV. BCVRPD reserves the right to enter and inspect the facility at any time for any purpose during use of the facility. User shall follow all directives from District representatives.
- 
- XXVI. CVHA members, volunteers, and patrons shall not interfere with the regular use of the facility by any other group or person. Excessive noise or other disruptive behavior is prohibited.
- i. CVHA members, volunteers, and patrons agree to always cooperate fully with all other facility users and district representatives in a professional and courteous manner.
- XXVII. CVHA will have opportunities to place advertisement banners on the Horse Arena inside fences only. Any other locations will require prior approval of the General Manager. The placement, removal and maintenance/appearance of the banners will be the sole responsibility of CVHA. Any banner deemed inappropriate by the District standards will require immediate removal. If the banner is not removed in a timely manner the District will remove the banner.
- XXVIII. Noble Creek Regional Park is one of Riverside County's Fire Camp Bases and animal evacuation centers in the event of a natural disaster. The park can be shut down to the public on very short notice. You will be required to leave the park due to a sudden park closure. There will be no reimbursement for loss of anticipated revenue.
- XXIX. CVHA shall maintain its own liability insurance, naming BCVRPD as additional insured.
- i. **Minimum Requirements:** CVHA shall, at its own expense procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CVHA, its agents, representatives, employees, or subcontractors. CVHA shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the agreement. Insurance dates must cover January 1 through December 31 of each year. Such insurance shall meet at least the following minimum levels of coverage:
    - i. **Minimum Scope of Insurance:** Coverage shall be at least as broad as the latest version of the following:



## Beaumont-Cherry Valley Recreation and Park District

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

ii. **Minimum Limits of Insurance**: CVHA shall maintain limits no less than:

1. *General Liability*: Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to form CG 2503, either the general aggregate limit shall apply separately to this agreement/location or the general aggregate limit shall be twice the required occurrence limit. Therefore, the CGL (Commercial General Liability is (\$2,000,000.00) per occurrence: General Aggregate is (\$4,000,000.00).
2. *Sports Organizations*: if the use includes athletic activities the CVHA shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participants Accident Insurance. Minimum Coverage (\$2,000,000.00) per occurrence and (\$4,000,000.00) in General Aggregate.
3. *Sexual Abuse or Molestation (SAM) Liability*: If the work will include contact with minors, and the (CGL) policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation. The contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than (\$1,000,000.00) per occurrence or claim.

iii. **Insurance Endorsements**: The insurance policies shall contain the following provisions, or CVHA shall provide endorsements on forms supplied or approved by the BCVRPD to add the following provisions to the insurance policies:

iv. **General Liability**: The general liability policy shall be endorsed to state that:



## Beaumont-Cherry Valley Recreation and Park District

1. The DISTRICT, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the activity or operations performed by or on behalf of the CVHA; and,
  2. The insurance coverage shall be primary insurance as respects the BCVRPD, its directors, officials, officers employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CVHA scheduled underlying coverage. Any insurance or self-insurance maintained by the BCVRPD, its directors, officials, officers, employees, agents, and volunteers shall be in excess of the CVHA insurance and shall not be called upon to contribute with it in anyway.
- v. **All Coverages:** Each insurance policy required by this agreement shall be endorsed to state that:
1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCVRPD; and,
  2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BCVRPD, its directors, officials, officers, employees, agents, and volunteers.
- vi. **Separation of Insured's; No Special Limitations:** All insurance required by this section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- vii. **Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BCVRPD. CVHA shall guarantee that, at the option of the BCVRPD, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCVRPD, its directors, officials, officers, employees, agents, and volunteers; or
  2. CVHA shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.





## Beaumont-Cherry Valley Recreation and Park District

- viii. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A:M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the DISTRICT.
  - ix. **Verification of Coverage:** CVHA shall furnish DISTRICT with original certificates of insurance and endorsements affecting coverage required by the agreement on forms.
  - x. **Satisfactory to the BCVRPD:** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the BCVRPD before the activity commences. The BCVRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - xi. **Reporting of Claims:** CVHA shall report to the BCVRPD, in addition to the insurer, any and all insurance claims submitted by CVHA in connection with this agreement.
- XXX. CVHA shall indemnify, defend, and hold harmless (BCVRPD), its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the CVHA use or occupancy of a facility or property controlled by the (BCVRPD), unless solely caused by the gross negligence or willful misconduct of (BCVRPD), its officers, employees, or agents.
- XXXI. CVHA shall defend, with counsel of its choosing and at CVHA own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the section that may be brought or instituted against BCVRPD or its directors, officials, officers, employees, volunteers and agents. CVHA shall pay and satisfy any judgment, award or decree that may be rendered against BCVRPD or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for BCVRPD's attorney's fees and costs, including expert witness fees. CVHA shall reimburse BCVRPD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the BCVRPD, its directors, officials, officers, employees, agents and volunteers.
- XXXII. In the event of litigation between parties arising out or connected with this agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.



# Beaumont-Cherry Valley Recreation and Park District

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

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

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

- i. Beaumont-Cherry Valley Recreation and Park District  
390 W Oak Valley Parkway  
Beaumont CA 92223
- ii. CHERRY VALLEY HORSEMEN'S ASSOCIATION, INC.  
c/o Melody Flores  
40356 High St.  
Cherry Valley, CA 92223


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

XXXVI. This agreement is to be effective on January 1, 2024 and end on December 31, 2026. It may be extended by mutual agreement. Cancellation by either party will require a (90) day written notice.

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

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

XXXIX. The parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

  
\_\_\_\_\_  
Mickey Valdivia, General Manager, BCVRPD

  
\_\_\_\_\_  
Melody Flores, President (CVHA)

1/24/2024  
Date

1/24/24  
Date



## **Staff Report**

Agenda Item No. **6.4**

**To:** Board of Directors

**From:** Nancy Law, Executive Assistant

**Via:** Mickey Valdivia, General Manager

**Date:** February 12<sup>th</sup>, 2025

**Subject:** Incident Base Camp Funds Allocation and Budget Adjustments.

### **Background and Analysis:**

The District recently hosted an Incident Base Camp, generating \$126,500 in revenue. According to the Incident Base Camp Revenue Spending Policy, 35% of this revenue will go to the Reserve Fund, while the remaining 65% will be allocated based on the Board's discretion.

This revenue represents a valuable contribution to the District's resources, supporting both immediate operational needs and long-term strategic goals. Taking in Boards recommends from January 25<sup>th</sup>, 2025 strategic planning the allocation of the remaining 65% for specific uses, as outlined below.

### **Recommendations:**

Staff and Finance Committee recommendations

#### Reserve Fund Contribution (35%):

- 35% of \$126,500 = \$44,275 will be allocated to the Reserve Fund.
  - This contribution strengthens the District's financial stability by providing a cushion for future unexpected expenses, operational shortfalls, or capital improvements. These funds will be added to the existing Reserve Fund balance.

Board Discretion (50% to Project Account, 15% to Repairs and Activities Department):

- The remaining 65% = \$82,225 will be allocated as follows:
  - 50% to the Project Account for Grants:
    - 50% of \$126,500 = \$63,250 will be earmarked for funding future grants, grant matching, and capital project funding. These funds will help meet matching requirements for grant opportunities.
  - 15% to Repairs and Activities Department:
    - 15% of \$126,500 = \$18,975 will be distributed as follows:
      - \$7,200 for Field #1 repairs, including turf maintenance.
      - \$10,000 to support the Youth Memorial.
      - \$1,775 to the Activities Department to purchase a stage skirt for events, ensuring better presentation and functionality at future events.

**Budget Adjustments:**

To reflect the allocation of the Incident Base Camp Revenue the following budget adjustments are necessary:

- Credit to Income:
  - A budget adjustment in the amount of \$18,975 will be made to Account #40603 - Incident Base Camp.
  
- Debit to Expenses:
  - A budget adjustment of \$7,200 will be made to Account# 50328 – Grounds-Repair for Field #1 turf repairs the account will increase from \$22,500 to \$29,700.
  - A budget adjustment of \$10,000 will be made to a new Account #50428 – Youth Memorial allocated to support the Youth Memorial wall the account will increase from \$0 to \$10,000.
  - A budget adjustment of \$1,775 will be made to Account #50352 – Joint Event for the Activities Department to purchase a stage skirt the account will increase from \$18,000 to \$19,775.

Account #	Description	Credit	Debits
40603	Incident Base Camp	\$ 18,975	
50328	Grounds - Repair		\$ 7,200
50428	Youth Memorial		\$ 10,000
50352	Joint Event		\$ 1,775

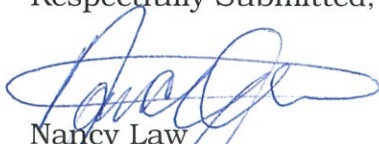
- The 35% to the Reserve Fund (\$44,275) and the 50% to Project Account (\$82,225) are not part of the current balanced budget and will not require additional adjustments within the operating budget. These contributions will be allocated directly to the Reserve Fund and Project Account without impacting the District's day-to-day operational expenses.

**Fiscal Impact:**

The receipt of \$126,500 in Incident Base Camp revenue will make a substantial contribution to the District's financial goals. The \$44,275 contribution to the Reserve Fund ensures the District's long-term financial health. The \$82,225 allocated for future grant projects, grant matching and capital projects.

The budget adjustments of \$18,975 ensure proper tracking and allocation of the Incident Base Camp funds, keeping the District's financial records accurate and transparent.

Respectfully Submitted,



Nancy Law  
Executive Assistant



**Staff Report**

Agenda Item No. **6.5**

**To:** Board of Directors  
**From:** Deidre Chatigny, Human Resources Administrator  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12, 2025  
**Subject:** Approval of \$20,000 of Funding for Youth Memorial Wall (Companion Item: BCVRPIC Agenda Item 5.3 – for a total of \$25,000)

**Background and Analysis:**

The Beaumont-Cherry Valley Recreation & Park District (BCVRPD) proposes the installation of a Youth Memorial Wall at Noble Creek Regional Park. This memorial will honor the memory of local youth and young adults who have passed away and provide a meaningful space for the community to remember and celebrate their lives.

The proposed Youth Memorial Wall will include a designated area with plaques and landscaping, creating a peaceful space for reflection. The project will enhance the park's amenities and provide a lasting tribute to the youth of the Beaumont-Cherry Valley area.

**Funding Request:**

Staff is requesting that a portion of the funding for the Youth Memorial Wall will come from the Quimby fund (\$10,000) and the recent Fire Camp funds (\$10,000) in addition to the \$5,000 requested from the Foundation in the February 12, 2025 meeting.

The total cost of the Youth Memorial Wall project is estimated at over \$25,000. These funds will cover:

- Design and construction of the memorial wall
- Plaques and engraving
- Landscaping and site preparation

**Fiscal Impact:**

The requested \$20,000 in funding will be allocated from the Quimby Fund (\$10,000) and the Fire Camp fund (\$10,000) if approved. Additional funding or external sources may be required in the future but any additional requests will be presented to the Board.

**Recommendations:**

Staff recommends that the Board approve \$20,000 in funding for the Youth Memorial Wall at Noble Creek Regional Park. This project will provide a meaningful addition to the park and offer the community a space for remembrance.

Respectfully Submitted,

Deidre Chatigny  
Human Resources Administrator



**Staff Report**

Agenda Item No. 6.6

**To:** Board of Directors  
**From:** Sarah Salzman, Activities Manager  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12<sup>th</sup>, 2025

**Subject:** Proposal to Reduce Large-Scale Events to Two: Boots, Brews & BBQ and Oktoberfest

**Background and Analysis:**

This report proposes reducing the number of large-scale events to two annual celebrations: Boots, Brews & BBQ and Oktoberfest. This change will involve modifying both Fiesta de Mayo and Winterfest to one-day events and relocating Winterfest back to the Cherry Valley Grange. These adjustments aim to preserve the small-town charm of our community, streamline event planning, and lower the overall event budget during our leanest time of year. Please see the 2024 budget below which shows the profit/loss for our main events.

	2024- Budgeted	2024- Actual	2024- money made @ event	Profit/Loss	Proposed for 2025
<b><u>Major Events in 2024</u></b>					
Cinco De Mayo	\$30,000	\$31,355.20	\$11,492.60	\$19,862.69	\$15,000
Boots, Brew, BBQ Bash!	\$30,000	\$34,007.11	\$30,027.50	\$3,979.61	\$50,000
Oktoberfest	\$75,000	\$93,400.90	N/A	N/A	\$70,000
<b><u>Minor Events in 2024</u></b>					
Spring Fling	\$6,000	\$4,708.43	\$4,255.65	\$452.78	\$5,000
Fishing Derby	\$15,000	\$8,769.26	\$2,060	\$6,709.26	\$9,000
Pumpkinfest/ Movie Night	\$4,000	\$3,997.89	\$4,347.00	\$349.11	\$4,000
Winterfest	\$25,000	\$14,177.04	\$7,622.00	\$6,555.04	\$10,000

**Fiscal Impact:** There is no immediate fiscal impact because funds are not increasing or decreasing. The funds would be directed towards events that have the highest profit probability and community attendance.

**Recommendations:** Staff recommends that the Board review, comment and approve the decrease from 3 major events to 2 and the location change of Winterfest back to the Cherry Valley Grange.

**Respectfully submitted,**  
Sarah Salzman, Activities Manager



## **Staff Report**

Agenda Item No. **6.7**

**To:** Board of Directors  
**From:** Deidre Chatigny, Human Resources Administrator  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12, 2025  
**Subject:** Approval of MOU with the City of Beaumont for Waiving Fees Associated with the use of Facilities and Parks in the City of Beaumont for Events and Provide Funding for Police Department Services

### **Background and Analysis:**

The Beaumont-Cherry Valley Recreation & Park District (BCVRPD) has a longstanding collaborative relationship with the City of Beaumont to support community engagement, recreational opportunities, and local events. In an effort to further strengthen this partnership and encourage community activities, the City of Beaumont has proposed a Memorandum of Understanding (MOU) with BCVRPD to waive fees associated with the use of District facilities and parks within the city limits for certain events.

The MOU outlines the terms and conditions under which the City of Beaumont will waive event permit fees, plan review and staff time for qualifying events hosted by BCVRPD. The goal of this agreement is to promote recreational programs and community-driven activities that benefit local residents and enhance the quality of life within the District. The MOU would apply to events such as local festivals, recreational programs, and other community-oriented activities hosted by BCVRPD.

The key provisions of the proposed MOU include:

1. **Fee Waiver Details:** The City of Beaumont will waive fees for permits, plan review and staff time associated with BCVRPD events held within the City of Beaumont.
2. **Monetary Donations:** The Beaumont City Council hereby authorizes monetary donations, provided such donations are set forth in the City Council approved budget, to BCVRPD to cover the cost of Beaumont Police Department police services at BCVRPD annual events held within the City of Beaumont
3. **Duration of Agreement:** The Parties agree and confirm that the term of this Agreement will take effect on January 21, 2025, and end June 30, 2028. At the end of the term of this Agreement, the Parties can extend the term of this Agreement by mutual written agreement.
4. **Responsibilities of BCVRPD:** BCVRPD will be responsible for providing event details, ensuring compliance with any city requirements, and managing event logistics in accordance with the MOU.
5. **Indemnification and Insurance:** To the fullest extent permitted by applicable law, BCVRPD shall and does agree to indemnify, protect, defend (with counsel of City's choice) and hold harmless the City of Beaumont.

By entering into this MOU, the City of Beaumont and BCVRPD will be able to provide additional opportunities for residents to engage in high-quality events and recreational activities, while minimizing the financial burden associated with event hosting.

### **Fiscal Impact:**

There is no direct fiscal impact to BCVRPD resulting from the approval of this MOU. However, the waiving of facility and park rental fees by the City of Beaumont will reduce the operational costs for BCVRPD when organizing community events. Any additional costs related to event setup, security,

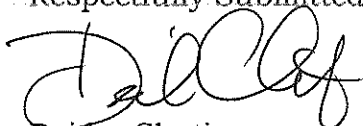
maintenance, or staffing will be managed within the existing BCVRPD budget or passed on to event organizers as needed.

The additional monetary donation to cover the costs associated with the use of Beaumont Police Department at District events will cut down the event fees substantially.

**Recommendations:**

Staff recommends that the Board review, discuss, and approve the Memorandum of Understanding (MOU) with the City of Beaumont for waiving fees associated with the use of facilities and parks within the City of Beaumont for qualifying events. This agreement will provide substantial benefits for the community by supporting a range of local events, fostering collaboration between BCVRPD and the City of Beaumont, and promoting enhanced recreational opportunities for residents.

Respectfully Submitted, .....



Deidre Chatigny  
Human Resources Administrator

11/03/2011 11:03 AM



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BEAUMONT  
AND  
THE BEAUMONT – CHERRY VALLEY RECREATION AND PARK DISTRICT**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is entered into this 21<sup>st</sup> day of January 2025, by and between The City of Beaumont (“City”) and the Beaumont – Cherry Valley Recreation and Park District (“BCVRPD”) to establish a mutual agreement for waiving fees associated with the use of City facilities and parks for events organized by BCVRPD. City and BCVRPD may be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, BCVRPD is a Special District that was established in 1972 to provide local park and recreation services and infrastructure.

**WHEREAS**, BCVRPD is operated through a locally elected board that works with local municipalities when conducting annual programs surrounding their district.

**WHEREAS**, BCVRPD holds ~~annual~~ community events within the City of Beaumont that promote the enrichment of this special district by providing community members with programs of outstanding quality.

**WHEREAS**, the City finds that this Agreement will serve a valid public purpose by promoting health, entertainment, recreation, wellbeing, economic development and education within the community served by BCVRPD and the City of Beaumont.

**WHEREAS**, each event held within the City requires fees to process any permits needed for compliance with City code and to assist with staff time needed to process these permits.

**WHEREAS**, the City would like to establish this ~~agreement~~Agreement and create a fee waiver form to be utilized by BCVRPD when ~~annual~~ events are held within the City.

**WHEREAS**, the City would like to provide a monetary donation to BCVRPD to cover the costs associated with the use of the Beaumont Police Department at ~~annual~~ events held by the ~~BCVPD~~BCVRPD within the City.

**WHEREAS**, this ~~agreement~~Agreement will allow BCVRPD to use the monies that would otherwise be spent on City permit fees and police services to be placed back into the BCVRPD programs to increase the quality of the programs for the Beaumont residents.

**NOW, THEREFORE**, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged BCVRPD and ~~AGENCY~~City hereby agree as follows:

## TERMS

### 1.0 Incorporation of Recitals.

1.1 The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

### 2.0 Agreements.

2.1 This Agreement authorizes Beaumont City Staff to waive fees for permits, plan review and staff time associated with ~~annual~~ BCVRPD events held within the City of Beaumont.

2.2 The Beaumont City Council hereby authorizes monetary donations, provided such donations are set forth in the City Council approved budget, to BCVRPD to cover the cost of Beaumont Police Department police services at BCVRPD ~~annual~~ events held within the City of Beaumont.

2.3 The Parties agree and confirm that the term of this Agreement will take effect on January 21, 2025, and end June 30, 2028. At the end of the term of this Agreement, the Parties can extend the term of this Agreement ~~with~~by mutual written ~~notice upon approval by City Council~~agreement.

2.4 Notwithstanding anything herein to the contrary, the Parties agree and confirm that either Party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other ~~party~~Party.

### 3.0 Miscellaneous.

3.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.2 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To ~~AGENCY~~CITY:

Doug Story  
Director of Community Services  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

To BCVRPD:

Mickey Valdivia  
General Manager, Contracts  
390 W. Oak Valley Parkway  
Beaumont, CA 92223

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

- 3.3 Cooperation; Further Acts. The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- 3.4 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5 Indemnification. To the fullest extent permitted by applicable law, BCVRPD shall and does agree to indemnify, protect, defend (with counsel of City's choice) and hold harmless the City of Beaumont and its respective officers, directors, council members, employees, agents, agencies, departments, contractors, representatives, attorneys, successors, and assigns individually and collectively, from and against any and all liabilities, claims, damages, deaths, injuries, losses, liens, causes of action, suits, awards, judgments and expenses, attorney, expert and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from any [BCVRPD](#) activity or event held, sponsored or promoted by BCVRPD and/or its agents referred to in this ~~Memorandum of Understanding~~ [Agreement held in the City of Beaumont for which the City of Beaumont waived its City fees for such BCVRPD activity or event.](#)
- ~~3.5~~—Notwithstanding anything to the contrary in this ~~Memorandum of Understanding~~ [Agreement](#), BCVRPD is not obligated to indemnify, ~~protect, defend, or hold harmless~~ the City of Beaumont against any claims to the extent such injuries, losses, damages or ~~expense~~ [expenses were](#) caused ~~solely~~ by the negligence, recklessness or willful misconduct of the City of Beaumont ~~and/or its respective officers, directors, council members, employees, agents, agencies, departments, contractors, representatives, attorneys, successors, and assigns individually and collectively.~~
- 3.6 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.
- 3.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

- 3.8 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.9 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- 3.10 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.12 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.
- 3.13 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with diligence to complete all covenants and conditions.
- 3.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- 3.15 Entire Agreement. This Agreement contains the entire agreement between Parties and supersedes any prior oral or written statements or agreements between Parties regarding the limited subject matter stated within this Agreement.
- 3.16 Electronic Signatures. [The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.](#)

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

**SIGNATURE PAGE  
TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BEAUMONT  
AND  
THE BEAUMONT – CHERRY VALLEY RECREATION AND PARK DISTRICT**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement  
as of the day and year first above written.**

**City of Beaumont**

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

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

**ATTEST:**

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

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

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

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

GENERAL MANAGER

**APPROVED AS TO FORM:**

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

GENERAL COUNSEL

**Summary report:  
 Litera Compare for Word 11.10.1.2 Document comparison done on  
 1/15/2025 11:35:44 PM**

<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://bbklaw-mobility.imanage.work/IMANAGE/43139502/1	
<b>Modified DMS:</b> iw://bbklaw-mobility.imanage.work/IMANAGE/43139502/2	
<b>Changes:</b>	
<u>Add</u>	21
<del>Delete</del>	18
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>39</b>



## **Staff Report**

Agenda Item No. **6.8**

**To:** Board of Directors  
**From:** Deidre Chatigny, Human Resources Administrator  
**Via:** Mickey Valdivia, General Manager  
**Date:** February 12, 2025  
**Subject:** Approval to Adopt Resolution/Agreement to Create New Employment Position for Special Project

### **Background and Analysis:**

The Beaumont-Cherry Valley Recreation & Park District (BCVRPD) seeks approval to create a new Special Project position for a Retired Annuitant specific to the Danny Thomas Ranch Project. This temporary, project-based position will provide dedicated support to the successful completion of the Danny Thomas Ranch project and related tasks.

Given the nature of the project, which involves land management, water rights, and community engagement, this role requires specialized knowledge of water rights and related processes. The Retired Annuitant will bring their expertise in water law, water access, and land management to ensure the project is compliant with local, state, and federal water regulations. This position is critical to navigating the complexities of water usage on the property and will support the overall project's success.

The Retired Annuitant will be tasked with coordinating activities, managing the project timeline, and liaising with water agencies, stakeholders, and other relevant entities.

### **Key Responsibilities:**

- **Project Coordination:** Oversee the planning, scheduling, and execution of tasks related to the Danny Thomas Ranch Project, with a strong focus on managing water rights and ensuring all processes are followed per legal and regulatory requirements.
- **Specialized Water Rights Support:** Provide expert advice and guidance on water rights, ensuring that the project adheres to all applicable water regulations and requirements.
- **Stakeholder Communication:** Serve as the main point of contact for project-related stakeholders, including water agencies, local entities, partners, and the community.
- **Event Support:** Assist in organizing and coordinating events and activities within the project, ensuring all resources are scheduled and in place.
- **Project Reporting:** Track progress on project milestones, specifically in relation to water rights, and provide regular updates to management, including final project summaries.
- **Supervision:** Provide oversight to temporary staff or volunteers working on the Danny Thomas Ranch Project, ensuring efficient and compliant execution of tasks.

This Retired Annuitant position will report directly to the General Manager.

### **Fiscal Impact:**

Funding for this position will come from the general fund, and the hourly rate for the Retired Annuitant will range from \$50.00-\$95.00 per hour.

### **Recommendations:**

Staff recommends that the Board approve the Resolution/Agreement to create the new Special Project position for a Retired Annuitant dedicated to the Danny Thomas Ranch Project, with a focus on water rights and related processes. This position will provide the District with the necessary







February 12, 2025

Duane Burk  
[REDACTED]

Re: CalPERS Retiree Limited-Term Appointment Agreement

Dear Duane:

If accepted by you, this letter represents an agreement for a limited-term appointment as a CalPERS retiree with the Beaumont-Cherry Valley Recreation and Park District (“District”) in an extra-help capacity under the provisions of Government Code Section 21224 to assist to assist the General Manager on the project outline below.

This Agreement is made because we have determined that your specialized skills and your institutional knowledge are necessary assist with negotiating the details with sewer and/or water connection at Danny Thomas Ranch. Duane Burk has the specialized understanding and skills required to perform this work because he brokered the land deal in the initial direction of our potable water provider and sewer connection. Given that we have two options with Yucaipa Valley Water District and Beaumont-Cherry Valley Water District, Mr. Burk’s prior knowledge as a Public Works Director provides the District a specialized perspective to help us navigate and eventually render the best option on behalf of the District.

The terms of this agreement include:

- The term of your appointment will be from February 12th, 2025 through June 30<sup>th</sup>, 2025 unless you or the District elect to terminate this agreement on an earlier date.
- Rate of pay for this temporary appointment will be \$89.00 per hour.
- No further payments or benefits other than the hourly rate will be provided unless required by state or federal law.
- Hours worked shall not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer), unless an exception applies.

The District and you enter into this Agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code Sections 7522.56 and 21224. Specifically, an appointment under Sections 7522.56 and 21224 is permissible if all of the following requirements are met:

- (1) The appointment must be to a temporary position.
- (2) The appointment is of limited duration.
- (3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work.

- (4) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours, unless an exception applies.
- (5) The compensation received by the retiree is not more than the maximum, nor less than the minimum, hourly pay rate to other employees performing comparable duties as listed on the agency's publicly available pay schedule.
- (6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided.
- (7) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.
- (8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.
- (9) If the retiree is less than normal retirement age (i.e., the highest age under any retirement formula that the retiree accrued benefits under with any CalPERS employer), at least 60 days must have passed since the retiree's retirement. This waiting period cannot be waived.

The District, in good faith, has determined that your appointment meets (1) – (6) of the foregoing requirements as follows:

- (1) The appointment will be to a temporary position.
- (2) The appointment is of limited duration because it is anticipated to no more than one (1) year.
- (3) This appointment is made because you possess the specialized skills, as identified in the first paragraph of this appointment offer, necessary for the purpose of the appointment.
- (4) The appointment will not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).
- (5) The compensation you will receive is no more nor less than the hourly rate paid to other employees performing comparable duties as listed on the its publicly available pay schedule.
- (6) Your compensation consists of the hourly rate only; no further benefits will be provided unless required by state or federal law.

By executing this Agreement, you are also, in good faith, determining that your appointment meets each of the nine (9) requirements noted above, including the unemployment insurance requirement. That is, while the District is not in a position to do so, by executing this agreement you are confirming the fact that you have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer.

The bona fide separation rule described in (8) above does not apply because: (1) you are either of normal retirement age, or (2) you are not of normal retirement age but your retirement date was more than 60 days prior to this appointment, and there was no agreement in place prior to your retirement for you to return as a retired annuitant.

With respect to the 180 day waiting period described in (9) above, we have concluded that it does not apply because you retired more than 180 days prior to the date of this appointment.

By signing this agreement, you are also confirming that the bona fide separation rule described in (9) above does not apply because you are at least of normal retirement age.

Notwithstanding (4) above, the District has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked in a fiscal year (July 1 – June 30) for the District and any other CalPERS employer do not exceed 960 hours in the aggregate. However, please note that consistent with the requirements of Section 21220(d) and (e), **the District will enroll you in CalPERS solely for administrative recordkeeping purposes (you will remain in retired status) and will report both your hours and pay pursuant to this agreement.**

While the District and you make this agreement because we believe that it is authorized under Sections 7522.56 and 21224, CalPERS could disagree. If CalPERS disagrees, there is a risk that you will be required to do the following: (1) return any retirement allowance you received during the period of the appointment; (2) pay an amount of money equal to the employee contributions that should have been made, plus interest, during the appointment; and (3) pay CalPERS' administrative expenses incurred as a result of its audit of the appointment. You will also be subject to reinstatement from retirement.

By executing this agreement, you waive any claims against the District arising from an adverse determination by CalPERS associated with this appointment that is attributed to any misrepresentation made by you in this Agreement or any violation of these rules caused by employment with any other CalPERS employer. Please contact CalPERS if you have any questions regarding the requirements of Sections 7522.56 and 21224 or this appointment.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of District and are at-will; therefore, the appointment may end with or without cause or advance notice.

We welcome you to your limited-term appointment with the District and extend our best wishes for your success in this limited duration appointment.

If you have additional questions or comments, feel free to contact me directly.

Sincerely,

---

Mickey Valdivia, General Manager  
Beaumont-Cherry Valley Recreation and Park District

**Acknowledgment:**

I, \_\_\_\_\_, agree to this Conditional Limited Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all the terms and conditions of employment as set forth in this letter.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



## **Department Report**

Agenda Item No. **7.1**

**To:** Chairman and Board of Directors  
**From:** Noah Valdivia, Athletic Facilities Manager  
**Date:** February 12, 2025  
**Subject:** November 2024 Department Updates

### **Report:**

#### **Activities Manager, Sarah Salzman:**

- Welcome Home Vietnam Veterans, Spring Fling and Fishing Derby planning is underway!
- Applying for CID and Laura May Stewart grants to try and get additional funding for special events.

#### **Assistant Maintenance Superintendent, Aaron Morris:**

- Attended the Sports Field Managers Association (SFMA) National Conference in Palm Springs.
- Staff worked with Cooper Turf Solutions to repair Field 1 after the recent fire camp.
- Staff has been cleaning up the Equestrian Center and repairing irrigation issues.

#### **Athletic Facilities Manager, Noah Valdivia:**

- Sign-ups for the upcoming clinic on March 15<sup>th</sup> are now open.
- BCVRPD has partnered with Oak Valley Golf Club and 1906 Golf Pub to host another exciting golf league season.
- Our adult slow pitch softball season will kick off on February 23<sup>rd</sup>, 2025.
- BCVRPD is expanding its programming in collaboration with DeAnn's PAASS Kids at the Beaumont Women's Club on Wednesday nights.
- The Cherry Valley Grange has experienced an increase in interest and bookings following the recent remodel of the front lawn.

#### **Human Resources Administrator/Clerk of the Board, Deidre Chatigny:**

- As of today, (92%) of the staff and (100%) of the Board have completed AB 1825 Sexual Harassment Avoidance Training.
- The District has 27 employees.
- It has been 1,065 days since our last employee accident.

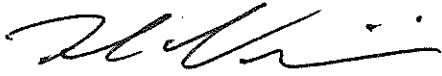
#### **Community/Networking:**

- Calimesa Chamber Breakfast: Nick Hughes
- Good Morning Beaumont Breakfast: Noah Valdivia, Sarah Salzman, Deidre Chatigny, Nancy Law
- Student of the Month Breakfast: Nick Hughes, Sarah Salzman
- San Geronio Pass Water Agency Board Meeting: Mickey Valdivia

**Upcoming Events:**

- Good Morning Beaumont Breakfast – Friday, February 14<sup>th</sup>
- Banning Sunrise Breakfast – Wednesday, February 19<sup>th</sup>

Respectfully Submitted,



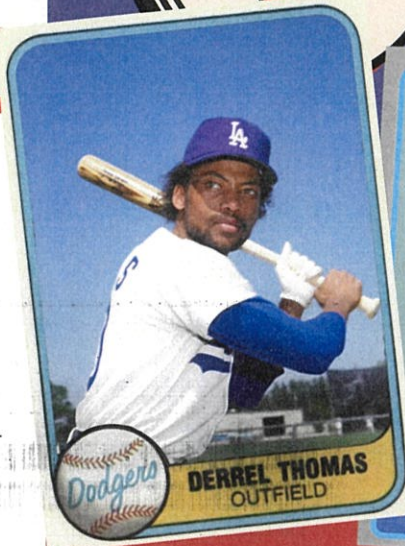
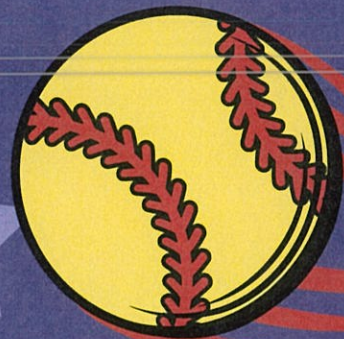
Noah Valdivia  
Athletic Facilities Manager

2025 FEBRUARY 19 10:00 AM

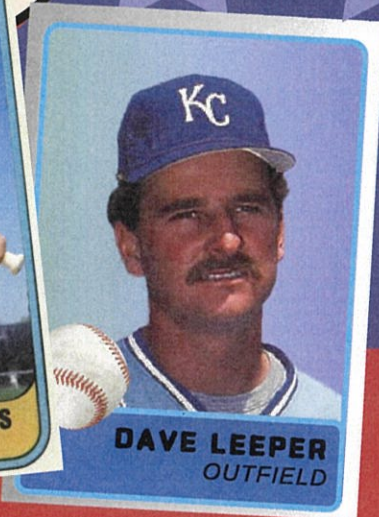
# BASEBALL & SOFTBALL INSTRUCTIONAL SKILLS CLINICS

PRESENTED BY THE BEAUMONT - CHERRY VALLEY  
RECREATION & PARK DISTRICT

SATURDAY  
MARCH 15, 2025



**DERREL THOMAS**  
OUTFIELD



**DAVE LEEPER**  
OUTFIELD

FEATURING FORMER  
MLB PLAYERS

**DERREL THOMAS  
& DAVE LEEPER**

BOYS & GIRLS  
AGES 7 - 14

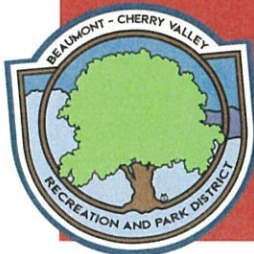
9 A.M. TO NOON  
REGISTRATION 8:00 - 8:45 A.M.

ALL  
SKILL  
LEVELS  
ARE  
WELCOME

**\$25**

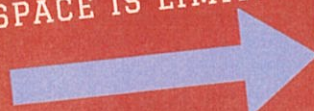
PER PLAYER - INCLUDES LUNCH &  
AUTOGRAPH SESSION/ MEET & GREET

**NOBLE CREEK REGIONAL PARK  
650 W OAK VALLEY PARKWAY  
BEAUMONT, CALIFORNIA 92223**



FOR MORE DETAILS EMAIL  
✉ NOAH@BCVPARKS.COM  
f i FOLLOW @BCVPARKS

SCAN TO REGISTER  
BY 3/6/25  
SPACE IS LIMITED





# GOLF LEAGUE

## NINE WEEKS OF NINE AND DINE

Thursdays  
**March 13 - May 8  
2025**

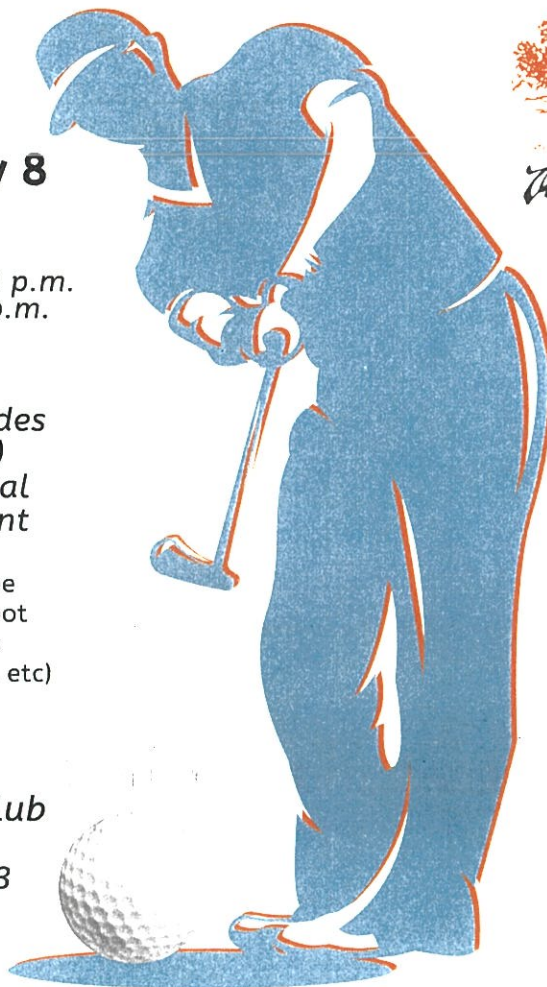
Last call check in at 4:10 p.m.  
Shotgun start at 4:30 p.m.

**\$55 per player includes  
green fee (9 holes)  
and post-round meal  
from 1906 Restaurant**

a portion of your entry fee  
goes toward the players pot  
for weekly bonus games  
(closest to pin, longest drive, etc)



**Oak Valley Golf Club  
1888 Golf Club Dr  
Beaumont, CA 92223**



*Oak Valley*



2-man scramble  
format (each team  
can have up to 2  
alternate players)

Team weekly fees  
required regardless  
of attendance



Register by March 6 at 4 p.m. Scan the QR code, return the form below, visit our website at [www.bcvparks.com](http://www.bcvparks.com) OR contact BCVPARKS Athletic Facilities Manager Noah Valdivia at [noah@bcvparks.com](mailto:noah@bcvparks.com) or 951-845-9555 with player info to register. Rules sheet to follow.

**YOUR TEAM NAME:** \_\_\_\_\_

Name	Email	Phone
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Player 1	_____	_____
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Player 2	_____	_____
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Alternate 1	_____	_____
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Alternate 2	_____	_____
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## **Finance Report**

### Agenda Item No. **7.2**

- The Finance Committee met Monday, February 10<sup>th</sup>, 2025
  - Legal Invoices were reviewed.
  - Reserve Fund Policy 2025-02.
  - Incident Base Camp Policy 2025-05.
  - Incident Base Camp Allocation and Budget Adjustments.
- Property Tax Disbursement –
  - Report for January 2025 has not been posted as of February 7<sup>th</sup>, 2025.
- Completed the Transfers
  - Reserve - \$5,000.00 – January 2025
  - Money Market - \$7,500.00 – January 2025
- Finance Department (January 2025)
  - Paid – Nata Construction Inc. – Field #3 Bleacher Replacement - \$9,461.27
  - Paid – CAPRI – 3<sup>rd</sup> Quarter Workman's Compensation - \$9,218.00
  - Paid – CAPRI – 2<sup>nd</sup> Half Liability Insurance - \$47,753.50
  - Paid – KS State Bank – Radios & Repeaters Per GM Request - \$9,003.82
  - Transferred – UCI Grant Money to Money Market - \$400,000.00