

**CALWA RECREATION & PARK DISTRICT
REPORT TO THE BOARD**

May 21, 2024

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Minutes for Regular Meeting of 4/16/24

RECOMMENDATION: That the Board approve the minutes.



**CALWA RECREATION & PARK DISTRICT
MEETING AGENDA**

www.calwarecreation.org

MINUTES

**REGULAR BOARD MEETING
NOTICE AND AGENDA**

April 16, 2024

4545 E. Church Ave, Fresno CA 93725

6:00 PM

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Tim Chapa

BOARD VICE CHAIR

Raul Guerra Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Joseph Perez, Board Member

Laura Garcia, Board Member

Mary L. Rosales, Board Member

The Board welcomes you to its meetings and encourages you to participate at the meeting. This agenda contains a brief general description of each item that will be considered by the Board. All persons who attend the meeting are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

CALL TO ORDER AND ROLL CALL – 6:02 PM; Directors Garcia and Rosales absent (Member Rosales arrived at 6:10 PM)

A. INVOCATION AND FLAG SALUTE - By Chair Zamora

B. APPROVAL OF AGENDA

Motion by Director Perez, Seconded by Director Guerra to approve agenda, moving E2 prior to E1; Motion passed by 3-0 vote.

C. PUBLIC COMMENTS – No public comments.

Members of the public who wish to address the Board on matters on this agenda may address the Board when the item is called. Each individual is limited to three minutes. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. Speakers are requested to wait until recognized by the Board Chair.

D. CONSENT CALENDAR

All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be considered separately at the request of any member of the Board or any person in the audience.

1. **SUBJECT:** Minutes for Special Meetings of 3/22/24

RECOMMENDATION: That the Board approve the minutes.

Motion to approve by Director Guerra, Seconded by Director Zamora; Motion approved by 3-0 vote.

E. NEW BUSINESS

1. **SUBJECT:** Proposal for Electrical Services with Cole Electric for the Futsal Project

RECOMMENDATION: That the Board consider awarding the proposal for Electrical Services for the Futsal Project

Motion to approve by Director Perez, Seconded by Director Rosales; Motion approved by 4-0 vote.

2. **SUBJECT:** Park Rental Agreement for Calwa Boxing Club’s Mega Boxing Show, May 25, 2024

RECOMMENDATION: That the Board consider approving Park Rental Agreement with Calwa Boxing Club for Calwa Mega Boxing Show

Comments made by Coach Eli, Motion to approve by Director Guerra, Seconded by Director Rosales; Motion approved by 4-0 vote.

3. **SUBJECT:** Park Rental Agreement for CBDIO’s La Guelguetza Event

RECOMMENDATION: That the Board consider approving Park Rental Agreement with CBDIO for the La Guelguetza Event, September 29, 2024

Motion to approve by Director Perez, Seconded by Director Rosales; Motion approved by 4-0 vote.

4. **SUBJECT:** Update on Staff and Program Activities

RECOMMENDATION: Receive report and provide direction, if any.

Comments made by Attorney Cantu.

5. **SUBJECT:** Update on Futsal Project, Prop 68 Project, and Swimming Pool Project

F. BOARD MEMBER COMMUNICATIONS/REQUESTS FOR FUTURE AGENDA ITEMS

(No discussion; only brief reports or requests for future agenda items)

G. ADJOURNMENT – 6:45 PM

Access to Agenda. Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue, Fresno, CA. You may request meeting agendas by email, you can ask to be added to the mailing list by calling (559) 264-6867 or send your request by email to info@calwarecreation.org. The agenda packet is posted at www.calwarecreation.org.

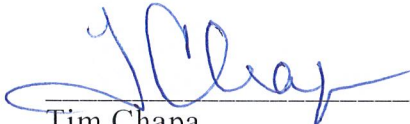
Reasonable Accommodation. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling 559-264-6867 or emailing tchapa@calwarecreation.org

Español. Para asistencia en español sobre este aviso, por favor llame a (559) 264-6867.

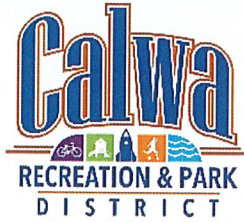
NEXT REGULAR MEETING: May 21, 2024.

Certification of Posting

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on April 12, 2024.



Tim Chapa



For the Meeting of: 5/16/2024
Item: D.2

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Amendment to Field Use Contract with Southeast Fresno Youth Soccer League – Game Days.

ATTACHMENTS: Amendment

RECOMMENDATION:

That the Board receive report and consider approval of the amendment to agreement with Southeast Youth Fresno Soccer League.

SUMMARY:

On February 22, 2024, the Board approved an agreement with Southeast Fresno Youth Soccer League (SEFYSL) for the Spring 2024 season. Pursuant to Section 4 of the agreement, Dates and Times of Permitted Use, practices are held Monday through Saturday, with no mention of game times. Normally, games are held on Saturdays with no games during the week. The SEFYSL would like to hold make-up games during the week as necessary. The amendment to the agreement will allow for make-up games as necessary during the week, with notification to the District Office. No additional games other than rescheduled games will be allowed during the week.

REASON FOR RECOMMENDATION:

To continue relationship with SEYFSL, provide a structured soccer program for our community and allow for make-up games during the week.

FISCAL IMPACT:

NA

**CALWA RECREATION AND PARK DISTRICT
FIELDS USE AGREEMENT**

AMENDMENT 1

This Amendment 1 to the License Agreement, between the Calwa Recreation & Park District, a California Special District, hereinafter referred to as “District,” and Southeast Fresno Youth Soccer League, hereinafter referred to as “Licensee” is entered effective May 21, 2024.

DISTRICT AND LICENSEE AGREE AS FOLLOWS:

SECTION 1. Section 4 of the License Agreement is amended to read as follows:

- 4. Dates and Times of Permitted Use:** The practices will be commencing at 5:30 p.m. and ending at 8:30 p.m. Monday through Friday, and Saturday 8:00 a.m.-5:00 p.m. during the term of the agreement. Field use shall reflect agreed hours and not exceed agreed times.
- a. No access will be granted during District Holidays when the Park is closed.
 - b. Failure to vacate the premises outside of the permitted dates and times of use shall constitute a breach of this contract.
 - c. Licensee shall submit a written schedule to District Administrator for approval.
 - d. No alcohol is allowed while participating in games/practices.
 - e. No drug use is allowed while participating in games/practices.
 - f. All trash must be cleaned up by Licensee prior to every field use.
 - g. Licensee will be responsible for marking out their field boundaries and is allowed to use spray paint or chalk on fields.
 - h. District will be responsible for providing goal posts for the leagues.
 - i. Licensee may host tournaments for an adjusted park rental fee, TBD with District Administrator if applicable on future dates and will require new Field Use Agreement with District.
 - j. District will give a two week notice when the park will be used for community outreach events or whole/half park rentals. District will provide a prorated reimbursement for day(s) lost due to events or park rentals.
 - k. *Games are regularly scheduled for Saturdays. Make-up games may be played during the week during the term of the agreement, subject to a minimum two day notice to the District Office. Only regularly scheduled games may be made-up and played during the week.*

SECTION 2. Except as amended by this amendment 1, all other terms and conditions shall continue in full force and effect.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 in Fresno,
California.

CALWA RECREATION AND PARK DISTRICT

Tim Chapa, District Administrator

Date

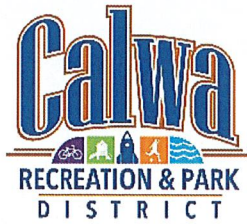
SOUTHEAST YOUTH FRESNO SOCCER LEAGUE

President Rose Membrila

Date

Vice President Joe Hinojosa

Date



For the Meeting of: 5/21/2024

Item: E.1

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors

FROM: Tim Chapa, District Administrator

SUBJECT: Budget to Actuals Review

ATTACHMENTS: Reports

RECOMMENDATION:

That the Board review the Budget to Actuals Report through December 31, 2023 and revise budget projection as appropriate.

SUMMARY:

This mid-year budget review identifies the expenses to date (through December 31, 2023) as compared to budget. The original FY 2023-24 Budget was adopted on July 20, 2023 with the following:

- Income projections were not included in the budget presentation or adoption,
- Total Expenditure projection of \$1,596,875.84 was not included in the budget presentation or adoption,
- The subtotal of Operational Expenses (\$208,559.92) was double-counted in the Expenditure projection.
- Some income has not been coded specifically to its correct program and was input under general Park Income.

The Budget to Actuals Report will correct for the above items not included in the budget presentation or adoption.

BACKGROUND:

The Budget to Actuals Report through December 31, 2023 reflects a net operating position of negative \$33,161, mostly due to the timing of the RDA Tax Increment in the second half of the fiscal year.

Eliminating the double counting of operational expenses, the Total Expenditure projection for the year is \$1,388,315.92. For projection purposes, Prior Year Unaudited Income has also been included.

RESOLUTION NO. 2024-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALWA
RECREATION AND PARK DISTRICT APPROVING AMENDMENT TO THE
FINAL BUDGET FOR FISCAL YEAR 2023-2024**

Whereas, the Board of Directors adopted a Final Budget on July 18, 2023; and

Whereas, the Final Budget did not include income projections and double-counted an expenditure subtotal.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors as follows:

1. The Final Budget is amended to include income projections and corrects for the expenditure miscounting, as per Exhibit "A".
2. This resolution shall be effective upon adoption.

CERTIFICATION

Adoption of the foregoing Resolution No. 2024-03 was adopted on May 21, 2024, by the following vote of the Calwa Board of Directors:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

Secretary of the Board of Directors

	Budget As Adopted	Budget w/ \$208K Misc.	Budget w/ Correct Op Subtotal
		204000	204000
		21665	21665
		2185	2185
		7500	7500
		9000	9000
		1200	1200
s/t Payroll	245550	<u>245550</u>	<u>245550</u>
		11000	11000
		5500	5500
		8500	8500
		500	500
		36000	36000
		21512.92	21512.92
		2100	2100
		5000	5000
		13991	13991
		1560	1560
		2400	2400
		1500	1500
		200	200
		1776	1776
		1800	1800
		1500	1500
		4000	4000
		40000	40000
		500	500
		625	625
		2055	2055
		1500	1500
		3540	3540
		33500	33500
		8000	<u>8000</u>
(s/t Operations)	(miscellaneous)	208559.92	208559.92
		20000	20000
		675000	675000
		179206	179206
		25000	25000
		35000	35000
		<u>934206</u>	<u>934206</u>
s/t Expenses	1351325.84	1351325.84	1142765.92
TOTAL	1596875.84	1596875.84	1388315.92

Calwa Recreation and Park District

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

July 2023 - June 2024

(Without Income)

	Total			
	Actual	Budget	Over(Under) Budget	% of Budget
Income				
Donation	500		500	
Other - ARPA Funds Advancement For Pool	137,500		137,500	
Park Income	6,005		6,005	
Art Wall	20		20	
Boxing Rent	400		400	
Events	1,200		1,200	
Field Rentals	2,100		2,100	
Hall Rentals	4,520		4,520	
Karate Rent	450		450	
Miscellaneous	700		700	
Picnic Rental	310		310	
Rent Payments	3,800		3,800	
Zumba	1,695		1,695	
Total Park Income	\$ 21,200	\$ 0	\$ 21,200	
Refund Returns	256		256	
Scholorship Grants Pro Dev.	0		0	
The County of Fresno	0		0	
0315-Intrst Receivable	5,346		5,346	
2230-unassigned funds	0		0	
3005-RDA ABX1 26 Property Tax	0		0	
3006-Redev Tax Increm Reimb	0		0	
3008-Suppl-Prior Secured	250		250	
3009-suppl-Current Unsecured	0		0	
3010-Property Taxes	163,447		163,447	
3011-Suppl-Current Secured	5,156		5,156	
3013-Supplemental Curr unsecure	27		27	
3015-Property Taxes-current Uns	0		0	
3017-Property Taxes-Curr Unsec	1,080		1,080	
3025-Property Taxes-Prior Unsec	0		0	
3030-Penalties & Costs	94		94	
3380-Interest	5,058		5,058	
3565-State-I/L Homeowners Prop	0		0	
4369- Federal In lieu housing	0		0	
5804-ABX126 Other Revenue	0		0	
Total The County of Fresno	\$ 180,457	\$ 0	\$ 180,457	
Total Income	\$ 339,913	\$ 0	\$ 339,913	

Gross Profit	\$	339,913	\$	0	\$	339,913	
Expenses							
Audit	1,680	11,000	-9,320	15%			
Bank Fees	35	0	35				
Cleaning supplies	1,092	5,500	-4,408	20%			
Contract Labor	3,330	0	3,330				
Director stipends	1,342	7,500	-6,158	18%			
District counsel	5,850	8,500	-2,650	69%			
District Payroll Taxes	18,255	21,665	-3,410	84%			
District Truck Purchase 1	0	20,000	-20,000	0%			
District Truck Purchase 2	0	25,000	-25,000	0%			
Elections	0	500	-500	0%			
Electricity	25,006	36,000	-10,994	69%			
Employee Salaries	74,574	204,000	-129,426	37%			
Equipment Fuel	324	2,100	-1,776	15%			
Event Costs	5,145	5,000	145	103%			
Flooring Update	0	35,000	-35,000	0%			
Fresno co Service fee	0	0	0				
HR miscellaneous	763	1,200	-437	64%			
Internet	720	1,560	-840	46%			
Landline Phone	207	0	207				
Liability insurance	8,986	13,991	-5,005	64%			
Lighting Loan	11,734	21,513	-9,779	55%			
Memberships	65	1,500	-1,435	4%			
Mileage	0	200	-200	0%			
Miscellaneous	0	0	0				
Mobile Phone	1,015	2,400	-1,385	42%			
Office Equipment	965	1,776	-811	54%			
Office Supply	202	1,800	-1,598	11%			
Payroll Fees	2,073	2,185	-112	95%			
Pool Construction	700	675,000	-674,300	0%			
Pool Maintenance	0	8,000	-8,000	0%			
Professional Development	0	1,500	-1,500	0%			
Property Liability 20/21	18,622	0	18,622				
Reconciliation Discrepancies	2,787	0	2,787				
Recreation Programs	1,110	4,000	-2,890	28%			
Refund	4,433	0	4,433				
Repairs and Maintenance	14,634	40,000	-25,366	37%			
Security	0	500	-500	0%			
Security Monitoring System	312	625	-313	50%			
State Of CA OGALS Grant- District Soccer Complex	0	179,206	-179,206	0%			
Technology Service	216	3,555	-3,339	6%			
Trash Disposal	1,878	3,540	-1,662	53%			
Vehicle Leasing	0	0	0				

Water	27,520	33,500	-5,980	82%
Workers Compensation	0	9,000	-9,000	0%
Total Expenses	\$ 235,574	\$ 1,388,316	-\$ 1,152,742	17%
Net Operating Income	-\$ 33,161	NA	NA	NA
Net Income	-\$ 33,161	NA	NA	NA

Total Employee Costs - Budget	245,550
Total Operations - Budget	1,142,766

Total Operations - Budget	208,560
Total Employee Costs - Budget	245,550
Total Cap Ex	934,206
	1,388,316

Thursday, May 09, 2024 03:33:56 PM GMT-7 - Accrual Basis

Calwa Recreation and Park District

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

July 2023 - June 2024

Exhibit A (With Prior Year Projected Income)

	Total			
	Actual	Budget	Over(Under) Budget	% of Budget
Income				
Donation	500	8,100	-7,600	6%
Other - ARPA Funds Advancement For Pool	137,500	0	137,500	
Park Income	6,005	9,795	-3,790	61%
Art Wall	20	315	-295	6%
Boxing Rent	400	1,540	-1,140	26%
Events	1,200	3,200	-2,000	38%
Field Rentals	2,100	3,815	-1,715	55%
Hall Rentals	4,520	14,078	-9,558	32%
Karate Rent	450	1,800	-1,350	25%
Miscellaneous	700	325	375	215%
Picnic Rental	310	855	-545	36%
Rent Payments	3,800	17,550	-13,750	22%
Zumba	1,695	5,300	-3,605	32%
Total Park Income	\$ 21,200	\$ 58,573	-\$ 37,373	36%
Refund Returns	256	1,317	-1,061	19%
Scholorship Grants Pro Dev.	0	1,425	-1,425	0%
The County of Fresno	0	0	0	
0315-Intrst Receivable	5,346	0	5,346	
2230-unassigned funds	0	0	0	
3005-RDA ABX1 26 Property Tax	0	54,916	-54,916	0%
3006-Redev Tax Increm Reimb	0	34,752	-34,752	0%
3008-Suppl-Prior Secured	250	1,734	-1,484	14%
3009-suppl-Current Unsecured	0	57	-57	0%
3010-Property Taxes	163,447	298,107	-134,660	55%
3011-Suppl-Current Secured	5,156	8,449	-3,293	61%
3013-Supplemental Curr unsecure	27	99	-72	27%
3015-Property Taxes-current Uns	0	17,635	-17,635	0%
3017-Property Taxes-Curr Unsec	1,080	575	505	188%
3025-Property Taxes-Prior Unsec	0	308	-308	0%
3030-Penalties & Costs	94	506	-412	19%
3380-Interest	5,058	15,918	-10,860	32%
3565-State-I/L Homeowners Prop	0	2,683	-2,683	0%
4369- Federal In lieu housing	0	0	0	
5804-ABX126 Other Revenue	0	151	-151	0%
Total The County of Fresno	\$ 180,457	\$ 435,890	-\$ 255,433	41%
Total Income	\$ 339,913	\$ 505,305	-\$ 165,392	67%

Gross Profit	\$ 339,913	\$ 505,305	-\$ 165,392	67%
Expenses				
Audit	1,680	11,000	-9,320	15%
Bank Fees	35	0	35	
Cleaning supplies	1,092	5,500	-4,408	20%
Contract Labor	3,330	0	3,330	
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District Payroll Taxes	18,255	21,665	-3,410	84%
District Truck Purchase 1	0	20,000	-20,000	0%
District Truck Purchase 2	0	25,000	-25,000	0%
Elections	0	500	-500	0%
Electricity	25,006	36,000	-10,994	69%
Employee Salaries	74,574	204,000	-129,426	37%
Equipment Fuel	324	2,100	-1,776	15%
Event Costs	5,145	5,000	145	103%
Flooring Update	0	35,000	-35,000	0%
Fresno co Service fee	0	0	0	
HR miscellaneous	763	1,200	-437	64%
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Landline Phone	207	0	207	
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Lighting Loan	11,734	21,513	-9,779	55%
Memberships	65	1,500	-1,435	4%
Mileage	0	200	-200	0%
Miscellaneous	0	0	0	
Mobile Phone	1,015	2,400	-1,385	42%
Office Equipment	965	1,776	-811	54%
Office Supply	202	1,800	-1,598	11%
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Pool Construction	700	675,000	-674,300	0%
Pool Maintenance	0	8,000	-8,000	0%
Professional Development	0	1,500	-1,500	0%
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Technology Service	216	3,555	-3,339	6%
Trash Disposal	1,878	3,540	-1,662	53%
Vehicle Leasing	0	0	0	

Water	27,520	33,500	-5,980	82%
Workers Compensation	0	9,000	-9,000	0%
Total Expenses	\$ 235,574	\$ 1,388,316	-\$ 1,152,742	17%
Net Operating Income	-\$ 33,161	\$ 51,195	-\$ 84,356	-65%
Net Income	-\$ 33,161	\$ 51,195	-\$ 84,356	-65%

Total Employee Costs - Budget 245,550

Total Operations - Budget 1,142,766

Total Operations - Budget 208,560

Total Employee Costs - Budget 245,550

Total Cap Ex 934,206

1,388,316

Thursday, May 09, 2024 03:33:56 PM GMT-7 - Accrual Basis

Calwa Recreation and Park District

DA Park Updates

5/21/24

Staff

We opened up recruitment for the Part Time Staff/Office position, in the meantime our other part time staff, Gaby Gutierrez, will be picking up additional hours. Daniel the Maintenance Supervisor will be out on surgery for a month starting on May 30th, in the meantime Ulysess and Luis will be picking up Daniel's hours.

The FY22/23 Audit and the FY 24/25 Budget will be presented at the June meeting.

Events

Cultiva La Salud will be holding an event for the Senior Citizens in their programs on Saturday, March 25th. The Boxing Club will be holding their boxing event in the basketball area on the same day.

Zumba Instructor Erica Lopez has terminated her contract effective the end of this month.

Food distributions are continuing every 2nd and 4th Wednesday, and are well attended.

Projects

Miscellaneous. As noted prior, the vent system at the Snack Bar has failed and we are secured quotes for its repair – the vendor who initiated the work did not complete the work. A second vendor has reviewed the system and determined a new system is required – we are awaiting quotes but may need to make an emergency repair as the vent is required to be operational per Health Department requirements.

BHC Renovation Project. Update to be provided at the Board Meeting.

Pool Project. We expect full CAD drawings from the utility inspection by the end of next week. Once complete, we will use that information to revise and update the design. The updated design will then be used to issue a new RFP for the project.

Futsal Project. Bids for the site preparation (all concrete or asphalt/concrete) have been bid with a deadline of June 7, 2023. Bids will be reviewed and will be brought to the June Board meeting for consideration.



For the Meeting of: 5/21/2024

Item: E.4

CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

TO: Board of Directors
FROM: Tim Chapa, District Administrator
SUBJECT: Recycling Center Contract Review
ATTACHMENTS: Contract

RECOMMENDATION:

That the Board review the contract along with recent activity and provide direction as appropriate.

SUMMARY:

Due to a number of recent robberies at the Calwa Recycling Center, the Board requested that the Recycling Contract be presented for review at this meeting.

BACKGROUND:

On December 19, 2023, the Board approved a Recycling Contract with Maria Del Carmen Parra Bucio. The general terms include the following:

- The Recycling Center is open year round, M-F, 8AM-9PM.
- Rent is \$700 per month.
- Tenant is required to install working security cameras inside of the structure.
- Early termination may occur for Convenience of either party with 30 days' notice or for failure to pay or failure to perform, with notice as required by law.

Of note, there had been two robberies at the center in September and December of 2023 – District Staff was not notified. Subsequently, a third robbery occurred in February of this year – District Staff was notified by Fresno PD of that robbery as well as the two prior robberies.

The District Administrator met with Ms. Bucio and Fresno PD. It was determined that though the camera system had been installed, it was not operational. Ms. Bucio also acknowledged that she did not inform District Staff directly of the recent robberies.

Fresno PD's main concern was that there be an operating security camera system both inside and outside the facility to deter future robberies. As of the beginning of this month, Ms. Bucio has installed a working system both inside and outside that also has the capability to export recordings. Fresno PD is satisfied now that the cameras are operational.

(Of note, the District has also added an additional camera to its own security system that records the area south of the District office towards the Recycling Center.)

(Of additional note, though the contract hours are M-F 8AM-9PM, the Center operates M-F 8AM-4:30PM, and Saturdays 8AM-3PM.)

OPTIONS:

The Board has several options with respect to the Recycling Contract:

1. Make no changes to the current contract so long as the terms are met.
2. Terminate the contract for convenience with proper notice.
3. Modify the contract as follows:
 - a. Require the adjacent gate to the Park be locked at all times.
 - b. Reduce operating hours from 8AM-3PM

Ms. Bucio has been advised that the Board will be reviewing the contract at its May 21, 2024 meeting.



RENTAL AGREEMENT

Calwa Recreation and Park District

Tenant-Calwa Recycling: Maria Del Carmen Parra Bucio

This Agreement is made this date, January 1st, 2024, between Calwa Recreation & Park District (**Landlord**) and Maria Del Carmen Parra Bucio, an individual(s) doing business as Calwa Recycling. (**Tenant**)

1. Premises:

The Premises will consist of a structure located along Barton Avenue within the Calwa Recreation & Park District property situated at 4545 E. Church Avenue, Fresno, CA 93725. The Premises together with all other buildings and parking area for the Calwa Recreation and Park District is owned by Landlord.

2. Term:

The term of this Agreement shall be for a term of one (1) calendar year commencing January 1st, 2024, (Commencement Date) and continuing thereafter until terminated. In the event the Commencement Date is a day other than the first day of the calendar month, rent will be pro-rated on the number of calendar days in that month. Tenant shall have the right to open 365 days a year, Monday through Friday commencing at 8:00am and ending at 9:00pm, excluding the (3) days of Thanksgiving (11/25/24), Christmas (12/25/24), and New Year (01/01/25).

Upon the Termination Date of this Agreement, Tenant shall surrender the Premises in the same condition as when the Premises were first utilized by the Tenant. Any repairs to any damage to the property while in the possession of Tenant, will be paid by the Tenant to Landlord.

3. Rent:

- a. Rent shall be due and payable on or before the first day of each calendar month. Payment will be paid in lawful money of the United States of America forwarded to the Landlord at the address specified in this agreement. Rent shall be \$700.00 per month.
- b. Electricity and natural gas charges will be applied to Tenant and provided through Pacific Gas and Electric (PG&E). Those charges will be provided by the Landlord with a statement and invoice upon receiving statement from PG&E monthly. Electricity and gas charges will be due in accordance with the statement due date.

A payment received after the tenth (10th) day of each month shall be subject to a late charge of ten percent (10%) in addition to the amount due. Returned or dishonored payments shall be subject to a twenty-five (\$25.00) penalty charge and Tenant shall thereafter be required to make all future rent payments in the form of a money order or cashier check.

4. Permitted and Prohibited Uses:

- a. Permitted Uses: Tenant shall use the Premises solely as a Recycling Center.
- b. Prohibited Uses:
 - (1) Tenant shall not do or permit anything to be done on or about Premises which will materially obstruct or interfere with the rights of visitors or staff of the Calwa Recreation & Park District.
 - (2) Tenant agrees not to allow the Premises to be used for any unlawful or objectionable purpose nor shall Tenant cause, maintain or permit any nuisance in or about the Premises.
 - (3) Tenant shall not sell alcoholic beverages, tobacco, cigarettes, e-cigarettes, marijuana or illegal substances.
 - (4) Tenant is responsible for all staff employed through Calwa Recycling.

5. Tenet Requirements

- a. Shall install security cameras inside of the structure. Proof of operation must be provided to District Administrator and camera(s) operation will be inspected monthly by District Administrator. Failure to show proof of operational equipment will result in incompliance of this agreement and may lead to terminate of this agreement.
- b. Shall update outdoor marketing signage.
- c. Shall keep the area 20 feet north and the area 20 feet south of the property clean of all trash associated with the business.
- d. Shall follow all labor laws in accordance with the State of California.
- e. Shall not make any permanent alterations to the recycle center without the written approval from the District Administrator.
- f. Shall be responsible for any regular maintenance or repairs. Any damages caused by the negligence of the tenet or tenet staff, hold tenet financially responsible for repair expenses.

6. Ordinances and Statutes:

Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

Tenant will comply with all Fresno Health department requirements in the storage, cleanliness and preparation of their food and will not premises for any other purpose except for the preparation and sale of food and beverages.

7. Assignment and Subletting:

Tenant shall not assign this Agreement or sublet the Premises without prior written consent of the Landlord which may be withheld at Landlord's sole and absolute discretion. Any such assignment of subletting without written consent from Landlord shall be void and at the option of the Landlord may terminate this Agreement.

8. Indemnification:

Tenant shall indemnify and hold Landlord harmless from and against all claims arising from Tenant's use of the Premises in its business activity or work permitted or suffered by Tenant in or about the Premises and shall further hold Landlord harmless from and against any and all claims arising from a breach or default in the performance or obligation on Tenant's part to be performed under the terms of this Agreement arising from any act or negligence of the Tenant or any of its agents, employees, guests, or invitees and from any against all cost, attorney fee expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. Landlord agrees to indemnify, defend, protect and hold Tenant free and harmless from and against any liability, claims or damages arising from or in connection with any negligence or willful acts of misconduct by Landlord or by any person who is an agent or employee of Landlord acting in the course of its agency or employment.

9. Insurance:

At all times during the term of this Agreement at Tenant's sole cost and expense, Tenant shall obtain and maintain full force and effect public liability insurance with a single limit for personal injury of including bodily injury and property damage of One Million Dollars (\$1,000,000) with an insurance company licensed to do business in the State of California. Such insurance shall name Landlord as additional insured. Tenant shall provide Landlord with a duplicate certificate of insurance effective on the Commencement Date and annually thereafter.

Tenant shall also maintain special property insurance on all equipment in the snack bar during the term of this Agreement.

10. Termination of Agreement: This Agreement may be terminated based upon any one or more of the following events:

- a. Termination for Convenience with 30 days' notice to the other party.
- b. With notice as required by law for termination of lease for failure of Tenant to pay the Rent due under this Agreement or for failure to perform any of the terms and conditions of this Agreement.

11. Attorney Fees:

In case suit should be brought for recovery of the Premises or for any sum due hereunder or because of any act which may arise out of the possession of the Premises by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

12. Waiver:

No failure of Landlord to enforce any term hereof shall be deemed to be a waiver and one or more waiver of any term of condition of this Agreement by either party shall

not be considered by the other party as a waiver of subsequent breach of the same or any other term or condition of this Agreement.

13. Legal Notice:

Any notice as may be required from one party to the other shall be deemed to be delivered forty-eight hours from the date of delivery which must be delivered in person or by certified or registered mail, return receipt requested or by certified tracking mail service which provides receipt or delivery to the addresses as stated herein.

14. California Law:

The laws of the State of California shall govern the validity, performance, and enforcement of this Agreement.

15. Heirs, Assigns Successors:

This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in Landlord's interest to the parties

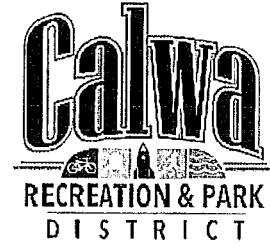
16. Entire Agreement:

The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California.

Tim Chapa, District Administrator
Calwa Recreation and Park District
Landlord

Tim Chapa



Maria Parra,
Calwa Recycling
Tenant

Nezario Bucio

559 250 5537

Nezario Bucio